SANTANDER CONSUMO 5
FONDO DE TITULIZACIÓN

PROSPECTUS

€ 816,000,000

		Fitch	Moody's
Class A	€ 640,000,000	AA+sf	Aa1(sf)
Class B	€ 43,200,000	A+sf	A2(sf)
Class C	€ 35,600,000	BBB+sf	Baa3(sf)
Class D	€ 30,800,000	BBsf	Ba1(sf)
Class E	€ 50,400,000	NR	NR
Class F	€ 16,000,000	NR	NR

BACKED BY CREDIT RIGHTS ASSIGNED BY

Santander

JOINT LEAD MANAGER

AND ARRANGER

Santander

JOINT LEAD MANAGER

SOCIETE GENERALE

JOINT LEAD MANAGER

UniCredit

JOINT LEAD MANAGER

BANK OF AMERICA

PAYING AGENT

Santander

ACCOUNT BANK

Santander

FUND MANAGED BY

Santander de Titulización, S.G.F.T., S.A.

Prospectus recorded in the registers of
the Comisión Nacional del Mercado de Valores (CNMV) on 11 July 2023

IMPORTANT NOTICE – PROSPECTUS

YOU MUST READ THE FOLLOWING BEFORE CONTINUING. THE FOLLOWING APPLIES TO THE PROSPECTUS FOLLOWING THIS PAGE AND YOU ARE THEREFORE ADVISED TO READ THIS CAREFULLY BEFORE READING, ACCESSING OR MAKING ANY OTHER USE OF THE PROSPECTUS. IN ACCESSING THE PROSPECTUS, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY MODIFICATIONS THERETO.

The Notes are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is:

(a) a "retail client" as defined in point (11) of article 4(1) of directive 2014/65/EU (as amended, "**MIFID II**");

(b) a "customer" within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MIFID II; and/or

(c) not a "qualified investor" as defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing directive 2003/71/EC (as amended, the "**Prospectus Regulation**").

Consequently, no key information document (KID) required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPS Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPS Regulation.

The Notes are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is:

(a) a "retail client", as defined in point (8) of article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (as amended, "**EUWA**");

(b) a "customer" within the meaning of the provisions of the Financial Services and Markets Act 2000 (FSMA) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA; and/or

(c) not a "qualified investor" as defined in article 2 of the Prospectus Regulation as it forms part of the domestic law of the UK by virtue of the EUWA.

Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (as amended, the "**UK PRIIPS Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPS Regulation.

NOTHING IN THIS PROSPECTUS CONSTITUTES AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE NOTES DESCRIBED IN THE PROSPECTUS IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED.

FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE US SECURITIES ACT OF 1933 (AS AMENDED, THE "UNITED STATES SECURITIES ACT") OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

The Notes have not been and will not be registered under the United States Securities Act or the securities laws of any state of the United States or other relevant jurisdiction. The Notes may not at any time be offered, sold or delivered within the United States or to, or for the account or benefit of, any person who is a U.S. Person (as defined in Regulation S under the United States Securities Act ("**Regulation S**")) by any person referred to in Rule 903(b)(2)(iii) of Regulation S, (x) as part of their distribution at any time or (y) otherwise until 40 calendar days after the completion of the distribution of the securities as determined and certified by the Joint Lead Managers, in either case except in accordance with Regulation S.

EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE SELLER (AS DEFINED IN SECTION 3.1.2 OF THE SECURITIES NOTE BELOW) (A U.S. RISK RETENTION CONSENT) AND WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY SECTION 20 OF THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE U.S. RISK RETENTION RULES), THE NOTES ISSUED BY THE ISSUER AND OFFERED AND SOLD BY THE JOINT LEAD MANAGERS MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY "U.S. PERSON" AS DEFINED IN THE U.S. RISK RETENTION RULES (RISK RETENTION U.S. PERSONS). PROSPECTIVE INVESTORS SHOULD NOTE THAT THE DEFINITION OF "U.S. PERSON" IN THE U.S. RISK RETENTION RULES IS SUBSTANTIALLY SIMILAR TO, BUT NOT IDENTICAL TO, THE DEFINITION OF "U.S. PERSON" IN REGULATION S. EACH PURCHASER OF THE NOTES, OR A BENEFICIAL INTEREST THEREIN, ACQUIRED IN THE INITIAL SYNDICATION OF THE NOTES BY ITS ACQUISITION OF THE NOTES, OR A BENEFICIAL INTEREST THEREIN, WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND IN CERTAIN CIRCUMSTANCES WILL BE REQUIRED TO MAKE CERTAIN REPRESENTATIONS AND AGREEMENTS (INCLUDING AS A CONDITION TO ACCESSING OR OTHERWISE OBTAINING A COPY OF THIS PROSPECTUS OR OTHER OFFERING MATERIALS RELATING TO THE NOTES), TO THE ISSUER, THE ORIGINATOR, THE MANAGEMENT COMPANY, THE ARRANGER AND THE JOINT LEAD MANAGERS (EACH AS DEFINED BELOW) AND ON WHICH EACH OF SUCH PERSONS WILL RELY WITHOUT ANY INVESTIGATION, INCLUDING THAT IT (1) EITHER (I) IS NOT A RISK RETENTION U.S. PERSON OR (II) HAS OBTAINED A U.S. RISK RETENTION CONSENT FROM THE SELLER, (2) IS ACQUIRING SUCH NOTE, OR BENEFICIAL INTEREST THEREIN, FOR ITS OWN ACCOUNT AND NOT WITH A VIEW TO DISTRIBUTE SUCH NOTE, AND (3) IS NOT ACQUIRING SUCH NOTE, OR BENEFICIAL INTEREST THEREIN, AS PART OF A SCHEME TO EVADE THE REQUIREMENTS OF THE U.S. RISK RETENTION RULES (INCLUDING ACQUIRING SUCH NOTE THROUGH A NON-RISK RETENTION U.S. PERSON, RATHER THAN A RISK RETENTION U.S. PERSON, AS PART OF A SCHEME TO EVADE THE 10 PER CENT. RISK RETENTION U.S. PERSON LIMITATION IN THE EXEMPTION PROVIDED FOR IN SECTION 20 OF THE U.S. RISK RETENTION RULES).

The transaction will not involve the retention by the Seller of at least 5 per cent. of the credit risk of the securitised assets for the purposes of the U.S. Risk Retention Rules. The Seller intends to rely on the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions that meet certain requirements. No other steps have been taken by the Originator, the Arranger or the Joint Lead Managers or any of their affiliates or any other party to otherwise comply with the U.S. Risk Retention Rules. See section 3.4.3.2 of the Additional Information "*US Risk Retention*" below.

IN ORDER TO BE ELIGIBLE TO READ THE PROSPECTUS OR MAKE AN INVESTMENT DECISION WITH RESPECT TO THE NOTES DESCRIBED THEREIN, YOU MUST NOT BE A "U.S. PERSON" AS DEFINED IN REGULATION S.

By accessing the Prospectus or acquiring any Notes or a beneficial interest therein, you shall be deemed to have confirmed and represented, and in certain circumstances will be required to make certain representations and agreements (including as a condition to accessing or otherwise obtaining a copy of this Prospectus or other offering materials relating to the Notes), to the Issuer, the Originator, the Management Company, the Arranger and the Joint Lead Managers (each as defined below) and on which each of such persons will rely without any investigation, that (i) you have understood the agreed terms

set out herein; (ii) you are not a U.S. Person (within the meaning of Regulation S under the United States Securities Act) or, in relation to the offer, sale or delivery of the Notes, acting for the account or benefit of any such U.S. Person and the electronic mail address that you have provided in connection with the offering of the Notes is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia; and (iii) you consent to delivery of the Prospectus by electronic transmission.

THIS PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND, IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS.

You are reminded that the Prospectus has been delivered to you on the basis that you are a person into whose possession the Prospectus may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver the Prospectus to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the lead manager or any affiliate of the lead manager is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the lead manager or such affiliate in such jurisdiction.

The Prospectus has been sent to you in electronic format. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently neither the Management Company nor BANCO SANTANDER, S.A. (the "**Arranger**"), nor BANCO SANTANDER, S.A., SOCIÉTÉ GÉNÉRALE, S.A., UNICREDIT BANK AG nor BOFA (each a "**Joint Lead Manager**" and jointly, the "**Joint Lead Managers**") nor any person who controls the Arranger or the Joint Lead Managers nor any director, officer, employee, agent or affiliate of any such person nor the Issuer nor the Originator accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format herewith and the hard copy version available to you on request from the Management Company and/or the Joint Lead Managers.

None of the Joint Lead Managers or the Arranger makes any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained herein or in any further information, notice or other document which may at any time be supplied by the Issuer in connection with the Notes and accordingly, none of the Joint Lead Managers or the Arranger accepts any responsibility or liability therefore or any responsibility or liability arising out of or in connection with any act or omission of the Issuer or any third party.

None of the Joint Lead Managers or the Arranger undertakes to review the financial condition or affairs of the Issuer nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Joint Lead Managers or the Arranger.

None of the Joint Lead Managers, the Arranger or any person who controls any of them or any director, officer, employee, agent or affiliate of any of the Joint Lead Managers or the Arranger shall have any responsibility for determining the proper characterisation of potential investors in relation to any restriction under the U.S. Risk Retention Rules or for determining the availability of the safe harbour provided for in Section 20 of the U.S. Risk Retention Rules, and none of the Joint Lead Managers, the Arranger, the Management Company, any person who controls any of them or any director, officer, employee, agent or affiliate of any of the Joint Lead Managers or the Arranger or the Management Company accepts any liability or responsibility whatsoever for any such determination. Furthermore, none of the Joint Lead Managers, the Arranger, the Management Company, any person who controls any of them or any director, officer, employee, agent or affiliate of any of the Joint Lead Managers or Arranger or the Management Company provides any assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules will be available.

Neither the Arranger, the Joint Lead Managers nor any of their respective affiliates accepts any responsibility whatsoever for the contents of this document or for any statement made or purported to be made by any of them, or on any of their behalf, in connection with the Issuer or any offer of the securities described in the Prospectus. The Arranger, the Joint Lead Managers and their respective affiliates accordingly disclaim all and any liability whether arising in tort, contract, or otherwise which they might otherwise have in respect of such document or any such statement. No representation or warranty expressed or implied, is made by any of the Arranger, the Joint Lead Managers or their respective affiliates as to the accuracy, completeness, verification or sufficiency of the information set out in this document, without prejudice to the liability of Banco Santander as Seller of the Receivables, as set forth in sections 1.1 and 1.2 of the Securities Note.

This Prospectus has been approved as a prospectus by the CNMV as competent authority under the Prospectus Regulation. The CNMV only approves this Prospectus noting that it meets the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CNMV should not be considered as an endorsement of the Issuer or of the quality of the Notes and investors should make their own assessment as to the suitability of investing in the Notes. By approving a prospectus, CNMV gives no undertaking as to the economic and financial soundness of the transaction or the quality or solvency of the Issuer. Investors should make their own assessment as to the suitability of investing in the Notes.

Forward-looking statements, including estimates, any other projections, forecasts and estimates in this Prospectus, are necessarily speculative and subjective in nature and some or all of the assumptions underlying the projections may not materialise or may vary significantly from actual results. Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those expressed or implied by such forward-looking statements. Prospective Noteholders are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this document and are based on assumptions that may prove to be inaccurate. None of the Issuer, the Seller, the Arranger, the Joint Lead Managers or any other party to the Transaction Documents undertakes any obligation to update or revise any forward-looking statements contained herein to reflect events or circumstances occurring after the date of this Prospectus.

Words such as "intend(s)", "aim(s)", "expect(s)", "will", "may", "believe(s)", "should", "anticipate(s)" or similar expressions are intended to identify forward-looking statements and subjective assessments. Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those expressed or implied by such forward-looking statements. The reader is cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this Prospectus and are based on assumptions that may prove to be inaccurate.

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IMPORTANT NOTICE: MIFID II PRODUCT GOVERNANCE

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that:

(a) **Target Market**: the target market for the Notes is eligible counterparties and professional clients only, each as defined in MIFID II; and

(b) **Channels of distribution**: all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate.

Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

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IMPORTANT NOTICE: UK MIFIR PRODUCT GOVERNANCE

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that:

(a) **Target Market**: the target market for the Notes is eligible counterparties as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**") and professional clients as defined in Regulation (EU) No 600/2014 as it forms part of the domestic law by virtue of the EUWA (as amended, "**UK MiFIR**"); and

(b) **Channels of distribution**: all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate.

Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

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IMPORTANT NOTICE – UK AFFECTED INVESTORS

From 1 January 2021, relevant UK-established or UK-regulated persons are subject to Regulation (EU) 2017/2402 as retained under the domestic law of the EUWA, and as amended by the Securitisation (Amendment) (EU Exit) Regulations 2019 (the "**Securitisation EU Exit Regulations**" and, as may be further amended, the "**UK Securitisation Regulation**"). Article 5 of the UK Securitisation Regulation places certain conditions on investments in a "securitisation" (as defined in the UK Securitisation Regulation) (the "**UK Due Diligence Requirements**") by an "institutional investor" (as defined in the UK Securitisation Regulation). The UK Due Diligence Requirements also apply to investments by certain consolidated affiliates, wherever established or located, of such institutional investors which are CRR firms (as defined by article 4(1)(2A) of Regulation (EU) No 575/2013, as it forms part of UK domestic law by virtue of the EUWA) (such affiliates, together with all such institutional investors, "**UK Affected Investors**"). The UK Securitisation Regulation regime is currently subject to a review, which is likely to result in further changes being introduced in the UK in due course. Therefore, some divergence between EU and UK regimes exists already and the risk of more divergence in the future between EU and UK regimes cannot be ruled out.

As of the date of this Prospectus, the UK Securitisation Regulation is not applicable to the Seller or the Fund.

Neither the Originator nor any other party to the transaction described in this Prospectus will retain or commit to retain a 5% material net economic interest with respect to this transaction in accordance with the UK Securitisation Regulation or makes or intends to make any representation or agreement that it or any other party is undertaking or will undertake to take or refrain from taking any action to facilitate or enable the compliance by UK Affected Investors with the UK Due Diligence Requirements, or to comply with the requirements of any other law or regulation now or hereafter in effect in the UK in relation to risk retention, due diligence and monitoring, credit granting standards or any other conditions with respect to investments in securitisation transactions by UK Affected Investors. The arrangements described in section 3.4.3 and section 4.2 of the Additional Information and elsewhere in this Prospectus have not been structured with the objective of ensuring compliance with the requirements of the UK Securitisation Regulation by any person.

Failure by a UK Affected Investor to comply with the UK Due Diligence Requirements with respect to an investment in the Notes offered by this Prospectus may result in regulatory sanctions being imposed by the competent authority of such UK Affected Investor (including the imposition of a higher regulatory capital charges on that investment).

The UK Securitisation Regulation also includes criteria and procedures in relation to the designation of securitisations as simple, transparent and standardised, or STS, within the meaning of article 18(1) of the UK Securitisation Regulation ("**UK STS**"). The transaction described in this Prospectus is not intended to be designated as a UK STS securitisation for the purposes of the UK Securitisation Regulation. Pursuant to article 18(3) of the UK Securitisation Regulation as amended by the Securitisation EU Exit Regulations, a securitisation which meets the requirements for an STS-Securitisation for the purposes of Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 (as amended the "**EU Securitisation Regulation**"), which is notified to the European Securities and Markets Authority ("**ESMA**") in accordance with the applicable requirements before the expiry of the period of two years specified in article 18(3) of the Securitisation EU Exit Regulations, as amended, and which is included in the ESMA List may be deemed to satisfy the "STS" requirements for the purposes of the UK Securitisation Regulation. No assurance can be provided that this transaction does or will continue to meet the STS requirements or to qualify as an STS-Securitisation under the EU Securitisation Regulation or pursuant to article 18(3) of the UK Securitisation EU Exit Regulations at any point in time.

Prospective UK Affected Investors are themselves responsible for analysing their own regulatory position and should consult their own advisers in this respect and should consider (and where appropriate, take

independent advice on) the application of the UK Securitisation Regulation or other applicable regulations and the suitability of the Notes for investment.

None of the Seller (as originator) or the Fund (as SSPE) under the UK Securitisation Regulation are actively seeking to comply with the requirements of the UK Securitisation Regulation. UK investors should be aware of this and should note that their regulatory position may be affected. The Transaction will not be a UK STS Transaction and will therefore not be notified to the UK Financial Conduct Authority for that purpose.

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ADDITIONAL IMPORTANT NOTICE IN RESPECT OF THE OBLIGATION TO SUPPLEMENT THE PROSPECTUS

This Prospectus has been registered with the official registers of the CNMV on 11 July 2023 and shall be valid only until the time when trading on a regulated market begins, in accordance with the Prospectus Regulation.

Accordingly, it is expressly stated that the obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply after the time when trading on a regulated market begins.

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This document is the information memorandum (the "**Prospectus**") for SANTANDER CONSUMO 5, FONDO DE TITULIZACIÓN (the "**Fund**" or the "**Issuer**") approved and registered in the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores,* "**CNMV**") on 11 July 2023, in accordance with the provisions of the Prospectus Regulation and the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019, supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004, as amended (the "**Prospectus Delegated Regulation**"), which includes the following:

1. a description of the main risk factors related to the issue, the securities and the assets that back the issue (the "**Risk Factors**");

2. a registration document for the securities, drafted in accordance with Annex 9 of the Prospectus Delegated Regulation (the "**Registration Document**");

3. a note on the securities, drafted in accordance with Annex 15 of the Prospectus Delegated Regulation (the "**Securities Note**");

4. an additional information to the Securities Note, drafted in accordance with Annex 19 of the Prospectus Delegated Regulation (the "**Additional Information**"); and

5. a glossary with definitions (the "**Definitions**").

Any websites included and/or referred to in this Prospectus are for information purposes only and do not form part of this Prospectus nor have been scrutinised or approved by the CNMV.

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RISK FACTORS

THE CONTENTS OF THE RISK FACTORS RELATED TO THE UNDERLYING ASSETS, THE NATURE OF THE SECURITIES AND THE NATURE OF THE ISSUER INCLUDED IN "RISK FACTORS" SECTION OF THIS PROSPECTUS HAVE BEEN DRAFTED IN ACCORDANCE WITH ARTICLE 16 OF THE PROSPECTUS REGULATION. THEREFORE, GENERIC RISKS REGARDING THE UNDERLYING ASSETS, THE NATURE OF THE SECURITIES AND THE NATURE OF THE ISSUER HAVE NOT BEEN INCLUDED IN THIS PROSPECTUS IN ACCORDANCE WITH SUCH ARTICLE 16. YOU ARE EXPECTED TO CONDUCT YOUR OWN ASSESSMENT AND INQUIRY OF THE GENERIC RISKS DERIVED FROM THE UNDERLYING ASSETS, THE NATURE OF THE SECURITIES AND THE NATURE OF THE ISSUER.

1. RISKS DERIVED FROM THE SECURITIES

1.1. Related to the underlying assets

1.1.1. Risk of payment default of the Borrowers

Noteholders and the creditors of the Fund shall bear the risk of payment default by the Borrowers of the Receivables pooled in the Fund. In particular, in the event that the losses of the Receivables pooled in the Fund were higher than the credit enhancements described in section 3.4.2.1 of the Additional Information, this circumstance could potentially jeopardise the payment of principal and/or interest under the Notes and/or the Start-Up Expenses Loan Agreement.

The Seller does not assume the risk of payment default of the Receivables and, therefore, shall accept no liability whatsoever for the Borrowers' default of principal, interest or any other amount due under the Loan agreements. Pursuant to article 348 of the Commercial Code and article 1,529 of the Spanish Civil Code, the Seller will only be responsible to the Fund for the existence and lawfulness of the Receivables, in the terms and conditions set forth in this Prospectus, the Deed of Incorporation and the Master Sale and Purchase Agreement, as well as for the legal status under which the transfer of the Receivables is performed. The Seller assumes no responsibility for or in any way warrants the successful outcome of the transaction and no guarantees will be granted by any public or private entity, including the Management Company, the Seller or any of their affiliate or investee companies. Moreover, the Seller does not undertake to repurchase the Receivables except for the repurchase obligation foreseen in section 2.2.9 of the Additional Information.

This risk may be additionally impacted by, amongst others, fluctuations in general economic conditions and other factors linked to household income, which may have an impact on the ability of the Borrowers to meet their payment obligations under the Loans. The current deterioration of the macroeconomic situation, resulting in a significant increase in inflation rates and a rise in market interest rates could have an adverse effect on the ability of Borrowers to meet their payment obligations under the Loans and, ultimately, the ability of the Fund to make payments under the Notes. For further information on the risk arising from a deterioration of the macroeconomic conditions, please refer to Risk Factor 1.1.2 (*Risk resulting from the macroeconomic situation*) below.

Moreover, unemployment, loss of earnings, illness, divorce, losses of subsidies and other similar factors negatively impacting household incomes may also lead to an increase in delinquencies and consumer and commercial insolvency filings by the Borrowers, which may in turn have an adverse effect on the ability of the Borrowers to meet their payment obligations under the Loans and, ultimately, could also reduce the ability of the Fund to make payments under the Notes.

For illustrative purposes:

(a) Tables with historical information of defaults and recovery rates of the Seller's consumer loan portfolio are displayed at the end of section 2.2.7.3 of the Additional Information. The estimated cash flows displayed in section 4.10 of the Securities Note have been calculated considering an annual constant default rate (CDR) of 0.76% with an average recovery rate of 22.88% at twenty-four (24) months, that are consistent with the rates of the Seller's portfolio of equivalent loans.

For the purposes of this Prospectus, such "*portfolio of equivalent loans*" is composed by loans that comply with the following criteria (i) no loan has or shall have an outstanding balance higher than € 100,000, (ii) no Receivable derives from a Restructured Receivable, (iii) each loan has a PD (*probability of default*) equal or less than 6% (i.e., loans classified as Stage 2 would be excluded); (iv) loans granted to new clients are excluded; (v) and no Covid-19 Moratoriums have been granted or requested in respect of the loans.

(b) The Regulatory PD (defined as the probability of a borrower being unable to meet its payments obligations under the Loans over one-year period as stated in article 163 of CRR) of the Seller's entire consumer portfolio as of 31 January 2023 was 2.83%.

For clarification purposes, the Regulatory PD reported above has been calculated considering an entire economic cycle, i.e., since June 2001 to March 2020. Therefore, it should be noted that the Regulatory PD data does not reflect the latest increases in interest rates.

(c) As described in section 4.10 of the Securities Note, the loss ratio at maturity is 1.565%, assuming (i) a CPR of 17.00%; and (ii) that the Management Company, acting on behalf of the Fund, proceeds to the Early Liquidation of the Fund, and following the instructions of the Seller, as established by section 4.4.3.2(i) of the Registration Document when the Outstanding Balance of the Receivables falls below 10% of the Outstanding Balance of the Receivables on the Date of Incorporation.

Prospective investors in the Notes should be aware that higher annual constant default rate and/or lower recovery rate than expected could adversely affect the creditworthiness of the Borrowers and their capacity to repay the Loans from which the Receivables backing the Notes arise.

1.1.2. Risk resulting from the macroeconomic situation and high inflation environment

Numerous factors are currently affecting or may continue to affect the economy and the financial markets in the coming months or years, having economic and financial repercussions. The cost-of-living crisis, tightening financial conditions in most regions, the lingering COVID-19 pandemic and Russia's invasion of Ukraine, which, among other effects, has exacerbated inflationary pressures that had previously affected commodity markets, are all dragging down economic activity.

In this regard, Euro area economic activity slightly declined at the turn of last year, but has remained relatively resilient to the large negative supply shocks that have been hitting the economy. The economy is expected to return to growth in the coming quarters as energy prices moderate, foreign demand strengthens and supply bottlenecks are resolved, allowing firms to continue to work through their significant order backlogs, and as uncertainty – including that related to the recent banking sector stress – continues to recede. Furthermore, real incomes are set to improve, underpinned by a robust labour market, with unemployment hitting new historical lows. Although the European Central Bank's ("**ECB**") monetary policy tightening will increasingly feed through to the real economy, the dampening effects from tighter credit supply conditions are expected to be limited. Together with the gradual

withdrawal of fiscal support, this will weigh on economic growth in the medium term. According to the last report "*ECB staff macroeconomic projections for the Euro area – June 2023*", annual average real GDP growth is expected to slow down to 0.9% in 2023 (from 3.5% in 2022), before rebounding to 1.5% in 2024 and 1.6% in 2025. As for Spain, Spanish GDP is projected to grow by 2.3%, 2.2% and 2.1% in 2023, 2024 and 2025, respectively (*Bank of Spain's Macroeconomic projections for the Spanish economy - June 2023*).

Inflation, as measured by the Harmonised Index of Consumer Prices (HICP), is proving to be more persistent than previously expected, despite falling energy prices and easing supply bottlenecks. With energy inflation set to become increasingly negative throughout 2023 and food inflation moderating sharply, headline inflation is expected to continue its decline to stand at around 3% in the last quarter of the year. Nevertheless, HICP inflation excluding energy and food is projected to overtake headline inflation in the near term and to remain above it until early 2024, though following a gradual downward path from the second half of this year. As indirect effects from the past energy price shocks and other pipeline price pressures gradually fade, driving the expected decline, labour costs will become the dominant driver of HICP inflation excluding energy and food. Wage growth is expected to remain over double its historical average for most of the projection horizon, driven by inflation compensation and the tight labour market, as well as increases in minimum wages. Nevertheless, profit margins, which expanded notably in 2022, are expected to act as a buffer against some of the pass-through of these costs in the medium term. In addition, monetary policy should further dampen underlying inflation in the coming years. Overall, headline inflation is expected to decrease from 8.4% in 2022 to an average of 5.4% in 2023, 3.0% in 2024 and 2.2% in 2025.

In addition, monetary policy should further dampen underlying inflation in the coming years. The significant increase in inflation rates translated into a rise in market interest rates at the various maturities and a high degree of volatility in the markets. In July 2022 the ECB announced the first increase in rates in the last eleven (11) years, raising them by zero point fifty (0.50%) per cent. Just a couple months after, in September 2022, rates rose again by zero point seventy-five (0.75%) per cent., and, after the latest increases in the past few months, the current ECB rate is 4.00%. However, further increases are not ruled out at forthcoming meetings of the Governing Council of the ECB, given its determination to fulfil its mandate to control the inflation rate. A continued rise in interest rates could severely affect the capacity of Borrowers to make timely payments on the Loans, thereby materially adversely affecting the Fund's capacity to make payments under the Notes.

In particular, in Spain, according to the "*Bank of Spain's Macroeconomic projections for the Spanish economy - June 2023*", HICP inflation rate (which averaged 8.3% in 2022) will decrease to 3.2% in 2023, remain broadly steady at 3.6% in 2024 and decrease to 1.8% in 2025.

Moreover, although the effects of the crisis caused by the Covid-19 pandemic have been mitigated in recent months by the liberalisation of mobility and the World Health Organization has declared that Covid-19 is no longer a global health emergency, new variations may emerge and affect the global economy. On this point, it is important to highlight that, according to the "*Bank of Spain's Macroeconomic projections for the Spanish economy - June 2023*", Spanish GDP has already recovered its pre-pandemic level.

Whilst as of the date of this Prospectus no Covid-19 Moratoriums have been granted or requested in respect of the Loans at the time of their assignment to the Fund, it cannot be discarded that further extensions or new Covid-19 Moratoriums or Moratoriums in general are approved after the Date of Incorporation of the Fund. If that is the case, the Borrowers (and eventually their guarantors) could request such extended or new Covid-19 Moratoriums or in general Moratoriums. This could entail a temporary reduction and/or postponement of cash flows under the Loans and, ultimately, the Available Funds to pay the amounts due under the Notes, and consequently a decrease in the average yield and an increase in the

duration and final maturity of the Notes. This risk will be borne by the Fund and, consequently, the Noteholders, since, in accordance with sections 2.2.9 and 3.7.1.7 of the Additional Information, the Seller will neither replace nor repurchase such Receivables affected after the effective date of their assignment to the Fund by any further extensions or new Covid-19 Moratoriums or in general any Moratoriums.

Whilst as of the date of this Prospectus it is not possible to foresee the full impact of the above factors in the global, national or local economy, and consequently the effects they may have on the Fund and the Notes, the continuation of the Russia-Ukraine conflict, the continued increase in interest rates and the remaining effects of the COVID-19 outbreak may affect in particular (i) the ability of Borrowers to make full and timely payments of principal and/or interests under the Loans; (ii) the cashflows from the Receivables in the event of moratoriums or relief measures whether imposed by the competent government authorities, applicable legislation, adopted at industry level or otherwise affecting payments to be made by the Borrowers under the Loans; (iii) the market value of the Notes, considering the current scenario of increasing rates, which has resulted in an increase in market interest risks and which could lead to a fall in the price of the Notes if the Noteholders decide to sell the Notes before redemption; and (iv) third parties ability to perform their obligations under the Transaction Documents to which they are a party (including any failure to perform arising from circumstances beyond their control).

1.1.3. Risk of prepayment of the Receivables

Several calculations, such as the average yield, duration and final maturity of the Notes in each Class contained in section 4.10 of the Securities Note are subject to a number of hypotheses, inter alia, estimates of prepayment rates that may not be fulfilled.

Prepayments on the Loans may occur as a consequence of (i) early prepayment of the Loan by the relevant Borrower, in the terms set out in the relevant Loan agreement from which the Receivables arise; or (ii) early prepayment of the Loan by the relevant Borrower due to the fact that the Bank has granted a new loan which cancels the Loan assigned to the Fund.

Upon termination of the Revolving Period, this prepayment risk shall pass quarterly on each Payment Date onto the Noteholders by the partial redemption of the Notes, to the extent applicable in accordance with the provisions of section 4.9.2. of the Securities Note.

Prepayment of the Receivables in rates higher than expected will cause the Fund to make payments of principal on the Notes earlier than expected and will shorten the maturity of the Notes. If principal is paid on the Notes earlier than expected due to prepayments on the Receivables (such prepayments occurring at a time when interest rates are lower than interest rates that would otherwise be applied if such prepayments had not been made or made at a different time), Noteholders may not be able to reinvest the principal in a comparable security with an effective interest rate equivalent to the interest rate on the Notes. Similarly, if principal payments on the Notes are made later than expected due to slower than expected prepayments or payments on the Receivables, Noteholders may lose reinvestment opportunities. Noteholders will bear all reinvestment risk resulting from receiving payments of principal on the Notes earlier or later than expected.

The rate of prepayment of the Loans cannot be predicted and is influenced by a wide variety of economic and other factors, including prevailing interest rates, household income, the availability of alternative financing and local and regional economic conditions. For illustrative purposes, the prepayment rates of the Seller's portfolio of equivalent loans pooled in the securitisation fund "SANTANDER CONSUMO 4, FONDO DE TITULIZACIÓN" is 20%.

1.1.4. Interest rate risk

The assets of the Fund will be made up of the Receivables representing the economic rights in the Loans selected from among those comprising the Preliminary Portfolio. In this regard, 100% of the Receivables comprising the Preliminary Portfolio have a fixed interest rate.

On the other hand, the liabilities of the Fund will consist mainly of the Notes. which will accrue an annual nominal floating interest.

Based on the above, the Receivables pooled in the Fund include and will include interest payments calculated at interest rates and periods, which are different from the interest rates and periods applicable to the interest due under in respect of the Notes.

For illustrative purposes, the weighted average interest rate of (i) the Notes is 5.31% (assuming a 3-month EURIBOR rate of 3.57% on 19 June 2023); and (ii) the Initial Receivables is 6.55%, as described in table (iii) of section 2.2.2.2 (*Initial Receivables*) of the Additional Information.

In light of the above, the Fund expects to meet its payment obligations under the Notes primarily with the payments relating to the collections from the Receivables. However, the interest component of such collections may have no correlation to the floating rate applicable to the Notes from time to time.

In order to protect the Fund from a situation where EURIBOR increases to such an extent that the collections are not sufficient to cover the Fund's obligations under the Notes, the Fund will enter into an interest rate swap agreement (the "**Interest Rate Swap Agreement**") with Banco Santander, S.A. (the "**Swap Counterparty**"), which shall at all times be (or its credit support provider shall at all times be) an institution rated in accordance with the provisions of the Interest Rate Swap Agreement, to hedge the Notes against potential future increase of EURIBOR 3-month above the interest rate applicable under the fixed Loans.

Accordingly, the Fund may in certain circumstances depend upon payments made by the Swap Counterparty in order to have sufficient Available Funds to make payments of interest on the Notes. Failure by the Swap Counterparty to pay any amounts when due under the Interest Rate Swap Agreement will constitute a default thereunder and the Fund will be exposed to interest rate risk in the event of any potential increase of EURIBOR 3-month. Therefore, unless one or more comparable interest rate swap agreements are entered into by the Fund, the Available Funds may be insufficient to make the payments of interest on the Notes and the Noteholders may experience delays and/or reductions in the payments of interest due to them.

In the event of early termination of the Interest Rate Swap Agreement, including any termination upon failure by the Swap Counterparty to perform its obligations, the Fund will endeavour but cannot guarantee to find a replacement Swap Counterparty. In such case, there is no assurance that the Fund will be able to meet its payment obligations under the Notes in full or even in part.

If the Interest Rate Swap Agreement is early terminated, then the Fund may be obliged to pay the amount determined as described in section 3.4.8.1 of the Additional Information (pursuant to Section 6(e) of the ISDA Master Agreement of the Interest Rate Swap Agreement) to the Swap Counterparty which may be based on the actual cost or market quotations provided by reference entities of the market of the cost of entering into an interest rate swap agreement similar to the Interest Rate Swap Agreement and the unpaid amounts on or prior to the early termination date. Except in certain circumstances (i.e., if the Swap Counterparty is a 'Defaulting Party'), any termination payment due to the Swap Counterparty by the Fund will rank in priority to payments due on the Notes. Any additional amounts required to be paid by the Fund as a result of the early termination of the Interest Rate Swap

Agreement (including any extra costs incurred if the Fund cannot immediately enter into one or more, as appropriate, replacement interest rate swap agreements), may also rank in priority to payments due on the Notes. Therefore, this may reduce the Available Funds to meet the payment obligations of the Fund (including principal and/or interest under the Notes).

Accordingly, the Fund may in certain circumstances depend upon payments made by the Swap Counterparty in order to have Available Funds. If the Swap Counterparty fails to pay any amounts when due under the Interest Rate Swap Agreement, the Available Funds may be insufficient to make the interest payments on the Notes and the Noteholders may experience delays and/or reductions in the interest payments due to be received by them.

1.1.5. Geographical concentration risk

As per the table (xi) of section 2.2.2.2 of the Additional Information, the Spanish Autonomous Communities (*Comunidades Autónomas*) having the largest concentrations of Borrowers of the Loans from which the Receivables selected to be assigned to the Fund arise are, as a percentage of the Outstanding Balance of the Receivables, as follows: Madrid (19.58%), Andalucía (17.32%), Cataluña (10.92%) and Valencia (9.02%), altogether representing 56.84%.

To the extent that these Autonomous Communities experience a deterioration of their respective regional economic conditions in the future, particularly in comparison to other regions in Spain, a concentration of the Loans in such regions may exacerbate the risks relating to the Loans described in this section 1.1.5. In addition, any downturn in the local economy of these Autonomous Communities may adversely affect the employment levels and, consequently, the repayment ability of the Borrowers located in these Autonomous Communities.

1.1.6. Enforcement risk

Loan agreements may be formalised as public documents (in the form of an *escritura pública* or a *póliza*) or private documents. The general criteria at the time of origination was to formalise in a public document those Loans which (i) initial outstanding amount was above € 30,000; and (ii) maturity date was longer than 96 months. As per the table (xvi) of section 2.2.2.2 of the Additional Information, 0.19% of the Loans, representing 0.28% of the Outstanding Balance of the Receivables meet that criteria. The Seller does not have supporting information in its databases regarding the type of document (public document or private document) used for the formalisation of the Loan agreements.

There are two court proceedings available to the Servicer in case of Borrower's default under the Loan agreement, depending on whether the Loan was formalised in a public or in a private document, which are the following:

(d) if the Loan agreement has been formalised as a public document, the Servicer may also initiate an enforcement court proceeding (*acción ejecutiva*) and foreclose on the security or even attach *(embargar)* other assets of the Borrower; or

(e) if the Loan agreement has been formalised as a private document, the Servicer will have to commence declarative proceedings for the recognition of the amounts that are due and payable under the Loan agreement and in order to subsequently be able to commence enforcement action of the potential ruling against the assets of the Borrower.

The above options imply differences in terms of proceedings and time invested in the court proceeding; in particular, option (a) may be quicker than option (b), as it provides for direct enforcement.

The recoveries procedures are foreseen in section 2.2.7. of the Additional Information, describing the average term for each type of enforcement proceeding.

1.2. Related to the nature of the securities

1.2.1. Subordination risk

As described in section 4.6.3 of the Securities Note, during the Pro-Rata Redemption Period, the ordinary redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be *pari passu* and *pro-rata* without preference or priority amongst themselves in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information in an amount equal to the Pro-Rata Redemption Amount.

Furthermore, as described in section 4.6.3 of the Securities Note, upon the occurrence of a Subordination Event, during the Sequential Redemption Period the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be redeemed sequentially in accordance with the Pre-Enforcement Principal Priority of Payments set forth in section 3.4.7.2 of the Additional Information.

Conversely, the Class F Notes will redeem from the First Payment Date with the available excess spread for an amount equal to Class F Notes Target Amortisation Amount in accordance with the Pre-Enforcement Principal Priority of Payments set forth in section 3.4.7.2 of the Additional Information.

As a result, upon the occurrence of a Subordination Event (which comprises, among others events, increases in the Cumulative Default Ratio above certain percentages, the occurrence of a Swap Counterparty Downgrade Event or an Event of Replacement of the Servicer or the exercise of Seller's Call Options, as further described in section 4.9.2 of the Securities Note):

(a) **Class A Notes**: will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes and shall benefit from 22.00% of subordination of Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes, as the case may be.

(b) **Class B Notes**: will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class C Notes, Class D Notes, Class E Notes and Class F Notes and shall benefit from 16.60% of subordination of Class C Notes, Class D Notes, Class E Notes and Class F Notes, as the case may be.

(c) **Class C Notes**: will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class D Notes, Class E Notes and Class F Notes and shall benefit from 12.15% of subordination of Class D Notes, Class E Notes and Class F Notes, as the case may be.

(d) **Class D Notes**: will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class E Notes and Class F Notes and shall benefit from 8.30% of subordination of Class E Notes and Class F Notes, as the case may be.

(e) **Class E Notes**: will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class F Notes and shall benefit from 2.00% of subordination of Class F Notes, as the case may be.

(f) **Class F Notes**: will rank *pari passu* and *pro rata* without preference or priority amongst themselves and shall not benefit from the subordination of any other class of Notes, as the case may be. The proceeds of this Class of Notes are not used to purchase Initial Receivables, but to fund the Reserve Fund up to an amount equal to the Initial Reserve Fund.

As provided on the assumptions of section 4.10 of the Securities Note, a Subordination Event or a Revolving Period Early Termination Event will not occur, and therefore, the Revolving Period will finish on 21 December 2023 (included).

Based on these assumptions, (i) the Class A Notes, the Class B Notes, the Class C Notes, Class D Notes, and Class E Notes shall redeem from 21 March 2024 (included), and (ii) the Class F Notes shall redeem from 21 December 2023 (included).

There is no certainty that these subordination rules shall protect any Class of Notes from the risk of loss. The materiality of this risk is further developed in section 3.4.7 of the Additional Information.

1.2.2. Current inflation rate, interest rates and their impact on the price and internal rate of return (IRR) of the Notes

As described in Risk Factor 1.1.2 (*Risk resulting from the macroeconomic situation*), inflation rates, both in Spain and in the rest of the European Union, are reaching levels not seen since 1993. According to the last report "*ECB staff macroeconomic projections for the Euro area – June 2023*", headline inflation (which averaged 8.4% in 2022, with a maximum of 10.6% in October and a minimum of 5.1% in January) is expected to decrease from 8.4% in 2022 to an average of 5.4% in 2023, 3.0% in 2024 and 2.2% in 2025. In particular, in Spain, according to the "*Bank of Spain's Macroeconomic projections for the Spanish economy – June 2023*", HICP inflation rate will decrease to 3.2% in 2023, remain broadly steady at 3.6% in 2024 and decrease to 1.8% in 2025.

Against this background of higher and more persistent inflation rates than estimated a few months ago, the world's main central banks have maintained or intensified their process of normalisation or tightening of monetary policies. Specifically, as already mentioned in Risk Factor 1.1.2 (*Risk resulting from the macroeconomic situation*), the ECB decided to raise its benchmark interest rates in the past few months, leaving the reference interest rate at 4.00%. However, further increases are not ruled out at forthcoming meetings of the Governing Council of the ECB, given its determination to fulfil its mandate to control the inflation rate.

As described in Risk Factor 1.1.4 (*Interest rate risk*), the Notes accrue a periodic coupon (quarterly) composed of a floating reference rate (3-month Euribor) plus a constant spread. Given the quarterly repricing frequency of the Notes, the impact on the price in the event of a rise in interest rates is less than that of similar securities with a fixed or floating rate structure with a lower repricing frequency. In fact, the greater impact on the price of the Notes is mainly due to the relationship between the fixed spread of the Notes and the discount margin (i.e., the margin of return against the value of the benchmark so that floating rate instruments are priced at par on each of the interest rate reset dates). Therefore, when the discount margin is greater than the fixed spread of the Notes, the price of the Notes will trade at a discount, i.e., below par of their nominal value.

For illustration purposes, as detailed in section 4.10 of the Securities Note, the weighted average interest rate of the Notes on the Disbursement Date is equal to 5.31% (under the assumption that EURIBOR 3 months was 3.57% on 19 June 2023) and the weighted average spread is 1.74%.

Taking into account the evolution of the variables mentioned in the preceding paragraphs (inflation rate, level of interest rates, etc.), among others, the internal rate of return (IRR) of

the Notes could differ from those detailed in section 4.10 of the Securities Note of this Prospectus.

In addition, it is important to highlight the effect that the current level of inflation rate mentioned above may have on the real return for the investor, given that, with inflation rates higher than the return on the Notes, the real gain for the investor is diluted.

1.2.3. Notes Euroeligibility risk

Class A Notes are intended to be held in a manner which will allow them to be recognised as eligible collateral for Eurosystem monetary policy and Intraday credit operations by the Eurosystem ("**Eurosystem Eligible Collateral**"). This means that the Class A Notes are intended upon issue to be deposited with *Sociedad de Gestion de los Sistemas de Registro, Compensación y Liquidación de Valores S.A.U*. ("**IBERCLEAR**") but does not necessarily mean that the Class A Notes shall be recognised as Eurosystem Eligible Collateral either upon issue or at any or all times during their life. Such recognition will, inter alia, depend upon satisfaction of the Eurosystem eligibility criteria set out in the Guideline of the ECB of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (recast) as amended and applicable from time to time (the "**Guideline**"), including compliance with loan-by-loan reporting in a prescribed format and manner. It should be noted that, with effect from 1 October 2021 (but subject to certain transitional provisions), amended Eurosystem rules apply to loan-by-loan reporting whereby loan-level reporting via an ESMA-authorised securitisation repository in compliance with Article 7 of the EU Securitisation Regulation applies.

If the Class A Notes do not satisfy the criteria specified by the ECB, or if the Servicer fails to submit the required loan-level data, the Class A Notes will not be eligible collateral for the Eurosystem.

Neither the Fund, the Management Company, the Seller, the Joint Lead Managers or the Arranger give any representations, warranty, confirmation or guarantee to any potential investor that the Class A Notes will, either upon issue, or at any time or at all times during their life, satisfy all or any requirements for Eurosystem eligibility and be recognised as Eurosystem Eligible Collateral for any reason whatever. Any potential investor in the Class A Notes should make its own conclusions and seek its own advice with respect to whether or not the Class A Notes constitute Eurosystem Eligible Collateral.

1.2.4. Yield and duration risk

Several calculations, such as the average yield, duration and final maturity of the Notes in each Class (assuming a constant prepayment rate (CPR) of 14.00%, 17.00% and 20.00% - which is consistent with the historical information provided by the Seller) contained in section 4.10 of the Securities Note are subject to a number of hypothesis, inter alia, estimates of prepayment rates and delinquency rates that may not be fulfilled.

These calculations are influenced by a number of economic and social factors such as the COVID-19 pandemic, macroeconomic instability caused by the Ukraine conflict, market interest rates, the Borrowers' financial circumstances and the general level of economic activity, preventing their predictability.

No guarantee can be given as to the level of prepayments (in part or in full) that the Receivables may experience. Early repayment of the Receivables in rates higher than expected will cause the Issuer to make payments of principal on the Notes earlier than expected and will shorten the maturity of such Notes.

1.2.5. Early redemption of the Notes upon exercise of Seller's Call Options

The Seller may exercise any of the Seller´s Call Options (upon the occurrence of a Clean-Up Call Event, Regulatory Change Event or Tax Change Event) and instruct the Management Company to carry out the Early Liquidation of the Fund and the Early Redemption of the Notes in whole (but not in part) and hence repurchase all outstanding Receivables, in accordance with section 4.4.3.2 of the Registration Document.

Upon exercise of any of the Seller's Call Options, the Seller shall repurchase all outstanding Receivables at the Repurchase Value calculated in accordance with section 4.4.3.2 of the Registration Document.

In the event of exercising a Tax Change Call Option, the Repurchase Value to be paid by the Seller may be lesser than the purchase price of the Receivables paid by the Fund to the Seller in accordance with section 3.3.3 of the Additional Information and, therefore, might not be sufficient to repay the Principal Amount Outstanding of all the Notes in full.

On the contrary, the Clean-Up Call Option and the Regulatory Change Call Option can only be exercised by the Seller to the extent that the Repurchase Value together with the rest of Available Funds taking into account the Post-Enforcement Priority of Payments contemplated in section 3.4.7.3 of the Additional Information are sufficient to redeem Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes at par together with all accrued but unpaid interest thereon.

Consequently, any potential investor in the Class F Notes should be aware that the exercise of the Clean-Up Call Option or the Regulatory Change Call Option may result in the Principal Amount Outstanding of Class F Notes not being redeemed in full.

If the Notes are redeemed earlier than expected due to the exercise by the Seller of any of the Seller's Call Options (such early redemption occurring at a time when interest rates are lower than interest rates that would otherwise be applied if such early redemption had not been made or made at a different time), Noteholders may not be able to reinvest the principal in a comparable security with an effective interest rate equivalent to the interest rate on the Notes. Noteholders will bear all reinvestment risk resulting from early redemption of the Notes earlier than expected.

That being said, there is no guarantee that, upon the occurrence of a Clean-Up Call Event, a Regulatory Change Event or a Tax Change Event entitling the Seller to exercise any of the Seller´s Call Options, the Seller will exercise the right to instruct the Management Company to carry out the Early Liquidation of the Fund and the Early Redemption of the Notes.

1.2.6. Risk relating to benchmarks and the hedging agreement

The interest payable on the Notes and the payments to be made in respect of the Interest Rate Swap Agreement are determined by reference to Euro Interbank Offered Rate ("**EURIBOR**"), the calculation and determination of which is subject from 1 January 2018 to 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 (the "**Benchmark Regulation**") published in the Official Journal of the EU on 29 June 2016, entered into force on 30 June 2016 and is applied from 1 January 2018.

The Benchmark Regulation applies to "*contributors*", "*administrators*" and "*users of*" benchmarks in the EU, and, among other things, (i) requires benchmark administrators to be authorised (or, if non-EU-based, to be subject to an equivalent regulatory regime) and to comply with extensive requirements in relation to the administration of "benchmarks" and (ii) ban the use of benchmarks of unauthorised administrators.

Separately, the working group on euro risk free-rates for the euro area has published a set of guiding principles and high-level recommendations for fall-back provisions in, amongst other things, new euro denominated cash products (including asset-backed securities) referencing EURIBOR. The guiding principles indicate, among others, that continuing to reference EURIBOR in relevant contracts (without robust fall-back provisions) may increase the risk to the euro area financial system. On 11 May 2021, the working group on euro risk-free rates published its recommendations on EURIBOR fall-back trigger events and fall-back rates. Investors should be aware that the market is continuing to develop such alternative reference rates and further changes or recommendations may be introduced.

Although EURIBOR has been reformed in order to comply with the terms of the Benchmark Regulation, it is not possible to ascertain as at the date of this Prospectus how such changes may impact the determination of EURIBOR for the purposes of the Notes and the Interest Rate Swap Agreement, whether this will result in an increase or decrease in EURIBOR rates or whether such changes will have an adverse impact on the liquidity or the market value of the Notes.

Ongoing international and/or national reform initiatives and the increased regulatory scrutiny of benchmarks generally could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any applicable regulations or requirements. Such factors may discourage market participants from continuing to administer or contribute to benchmarks, trigger changes in the rules or methodologies used in respect of benchmarks, and/or lead to the disappearance of benchmarks.

As provided in section 4.8.5 of the Securities Note, changes in the manner of administration of EURIBOR could result in the base rate on the Notes changing from EURIBOR to an Alternative Base Rate under certain circumstances (broadly related to EURIBOR dysfunction or discontinuation). This Alternative Base Rate, subject to certain conditions being satisfied will be implemented in substitution of EURIBOR or the then current Reference Rate, as the new Reference Rate applicable of the Notes, unless that Noteholders representing at least 10 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes do not consent to the Base Rate Modification. If such circumstance arises, then the proposed Base Rate Modification will not be made and therefore, as set out in paragraph (the Reference Rate applicable to the Notes will be equal to the last Reference Rate available on the relevant applicable screen rate pursuant to paragraph (h) of section 4.8.5 of the Securities Notes).

Any of the above changes could have a material adverse effect on the value of and return on the Notes and shall apply to the Interest Rate Swap Agreement for the purpose of aligning the base rate of the Interest Rate Swap Agreement to the Reference Rate of the Notes following these changes unless the Swap Counterparty decides not to accept the Alternative Base Rate, and The Fund or the Swap Counterparty decides to early terminate the Interest Rate Swap Agreement as a consequence of a Base Rate Modification in accordance with the Interest Rate Swap Agreement, as provided in paragraph (f) of section 3.4.8.1 (*Early Termination*) of the Additional Information.

For further information on the potential consequences arising from an early termination of the Interest Rate Swap Agreement, please refer to Risk Factor 1.1.4 (*Interest Rate Risk*) above.

If the Swap Counterparty decides not to accept the Alternative Base Rate and neither the Fund nor the Swap Counterparty decides to early terminate the Interest Rate Swap Agreement based on the additional termination event described in paragraph (f) of section 3.4.8.1 (*Early Termination*) of the Additional Information, the Reference Rate applicable to the Notes shall be different to the floating rate applicable under the Interest Rate Swap Agreement, and taking into consideration that the Fund may in certain circumstances depend upon payments made by the Swap Counterparty in order to have sufficient Available Funds to make payments of interest on the Notes, the Available Funds may be insufficient and the

Noteholders may experience delays and/or reductions in the payments of interest due to them.

If the Swap Counterparty decides to accept the Base Rate Modification, the Fund may agree to pay certain amount to the Swap Counterparty as a consequence of a change in the mark-to-market value of the Interest Rate Swap Agreement or a change in the amount due to the Swap Counterparty, which shall rank in priority to payments due on the Notes.

Prospective Noteholders should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms in making any investment decision with respect to any Notes referencing a "benchmark".

The above-mentioned procedure to change the EURIBOR as set forth in section 4.8.5 of the Securities Note does not apply to the interest accrued on the Start-Up Expenses Loan Agreement as set forth in section 3.4.4.1 of the Additional Information.

2. RISKS DERIVED FROM THE ISSUER'S LEGAL NATURE AND OPERATIONS

2.1. Related to the Issuer's nature, financial situation or activity

2.1.1. Mandatory replacement of the Management Company

If the Management Company is declared insolvent or its authorisation to operate as a management company of securitisation funds is revoked, notwithstanding with the effects of such insolvency as described under section 3.7.2.3 of the Additional Information, it shall find a substitute management company.

If four months have elapsed from the occurrence of the event determining the substitution and no new management company has been found willing to take over management of the Fund, the Fund shall be liquidated and the Notes may be subject to early redemption in accordance with section 4.4.3.1 of the Registration Document.

2.1.2. Limitation of actions

The Fund (devoid of legal personality) shall only bear liability to its obligations with its assets. Noteholders and other creditors of the Fund shall have no recourse whatsoever against Borrowers who have defaulted on their payment obligations under the Loans, or against the Seller. Any such rights shall lie with the Management Company, representing the Fund.

Noteholders and all other creditors of the Fund shall have no recourse whatsoever against the Management Company other than in case of breach by the Management Company of its obligations or failure to comply with the provisions of this Prospectus, the Deed of Incorporation, the rest of Transaction Documents, and the applicable laws and regulations. Those actions shall be resolved in the relevant ordinary declaratory proceedings depending on the amount claimed.

In particular, Noteholders (and all other creditors of the Fund) shall have no recourse whatsoever against the Fund or against the Management Company in the following scenarios:

(a) in the event of payment default of amounts due by the Fund resulting from the existence of Receivable default or prepayment;

(b) breach by the Seller or the counterparties of their obligations under the corresponding Transaction Documents entered into by the Management Company for and on behalf of the Fund; or

(c) shortfall of the credit enhancements to cover payment of the Notes.

2.1.3. Inexistence of meeting of creditors

Article 21(10) of EU Securitisation Regulation provides that transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors.

Whilst the Deed of Incorporation does not contemplate Noteholders having voting rights or the ability to call creditors' meetings in the terms of article 37 of Law 5/2015 of 27 April on the Promotion of Enterprise Funding (as amended from time to time, **"Law 5/2015**"), pursuant to article 26.1.a) the Management Company, as legal representative of the Fund, is legally required to protect the interest of the Noteholders and other creditors of the Fund as if handling its own interests, caring for the levels of diligence, reporting and defence of the interests of the former and avoiding situations involving conflicts of interest, and giving priority to the interests of the Noteholders and the other creditors of the Fund over its own and to ensure that the Fund is operated in accordance with the provisions of the Deed of Incorporation. Under Law 5/2015 and general principles of Spanish Law, in case of conflict between different classes of Noteholders, the Management Company, where appropriate, will decide on the relevant issue to ensure timely resolution of such conflict. The Management Company is not responsible for any of the Fund's liabilities, but in accordance with article 26.2 of Law 5/2015, the Management Company shall be liable to the Noteholders and other creditors of the Fund for all losses caused to them by a breach of its duties. It will be liable for the penalties applicable thereto pursuant to the provisions of Law 5/2015.

Under article 26 of Law 5/2015 the Management Company shall act with maximum due diligence and transparency in the defence of the interests of the Noteholders and the other creditors. Pursuant to article 26.1.f) of Law 5/2015 the Management Company has in place procedural and organisational measures to prevent potential conflicts of interests ensuring a timely resolution of any conflict of interest that may arise taking into account its nature and potential consequences. Under Spanish Law. The Management Company would generally be required to give preference to the holders of the more senior Class of Notes.

2.2. Related to legal and regulatory risks

2.2.1. EU Securitisation Regulation: simple, transparent and standardised securitisation

The transaction envisaged under this Prospectus is intended to qualify as a simple, transparent and standardised securitisation (STS)-securitisation within the meaning of article 18 of the EU Securitisation Regulation. Consequently, the Seller will submit, on or about the Date of Incorporation (and in any case within fifteen (15) calendar days from the Date of Incorporation), a STS notification to ESMA (the "**STS Notification**"), pursuant to which compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation shall be notified to ESMA in order to request that the securitisation transaction described in this Prospectus is included in the relevant ESMA register within the meaning of article 27(5) of the EU Securitisation Regulation. The Management Company, by virtue of a delegation by the Seller, shall notify the competent authority of the submission of such mandatory STS Notification from the Seller to ESMA, and attaching such notification.

For these purposes, the Seller has appointed Prime Collateralised Securities (PCS) EU SAS ("**PCS**"), as a verification agent authorised under article 28 of the EU Securitisation Regulation, in connection with an assessment of the compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation (the "**STS Verification**"). It is important to note that the involvement of PCS as an authorised verification agent is not mandatory and the responsibility for compliance with the EU Securitisation Regulation remains with the relevant institutional investors, originators and issuers, as applicable in each case. The STS Verification will not absolve such entities from making their own assessments with respect to the EU Securitisation Regulation, and the STS Verification cannot be relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities.

No assurance can be provided that the securitisation transaction described in this Prospectus will receive the STS Verification by PCS (either before issuance or at any time thereafter), and if the securitisation transaction described in this Prospectus does not receive the STS Verification, this shall not, under any circumstances, affect the liability of the Originator and the Fund in respect of their legal obligations under the EU Securitisation Regulation, nor shall it affect the obligations imposed on institutional investors as set out in article 5 of the EU Securitisation Regulation.

None of the Issuer, the Reporting Entity, the Arranger or the Joint Lead Managers makes any representation or accepts any liability for (i) the inclusion of the securitisation transaction in the ESMA Register of STS notifications list administered by ESMA within the meaning for the purposes of article 27 of the EU Securitisation Regulation or (ii) the securitisation transaction to qualify as an STS-securitisation under the EU Securitisation Regulation at any point in time.

Non-compliance with the status of an STS-securitisation may result in higher capital requirements for investors, as well as in various administrative sanctions and/or remedial measures being imposed on the Fund or the Seller. Any of such administrative sanctions and/or remedial measures may affect the ability of the Fund to fulfil its payment obligations under the Notes.

Finally, since 1 January 2021, the EU Securitisation Regulation forms part of the domestic law of the United Kingdom of Great Britain and Northern Ireland (UK) by virtue of the EUWA. None of the Seller (as originator) or the Fund (as SSPE) under the UK Securitisation Regulation is actively seeking to comply with the requirements of the UK Securitisation Regulation. UK investors should be aware of this and should note that their regulatory position may be affected. The transaction will not be a UK STS transaction and will therefore not be notified to the UK Financial Conduct Authority for that purpose.

REGISTRATION DOCUMENT FOR ASSET-BACKED SECURITIES

(Annex 9 of the Prospectus Delegated Regulation)

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1. PERSONS RESPONSIBLE, THIRD PARTY INFORMATION, EXPERTS' REPORTS AND COMPETENT AUTHORITY APPROVAL

1.1. Persons responsible for the information contained in the Registration Document

Mr. Juan Carlos Berzal Valero, acting in his capacity of General Manager of SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A., with business address at Juan Ignacio Luca de Tena 9-11, 28027 Madrid (Spain), assumes responsibility for the information contained in this Registration Document.

Mr. Juan Carlos Berzal Valero acts in his capacity of General Manager of the Management Company and exercises the powers that were expressly conferred to him for the incorporation of the Fund by the board of directors of the Management Company at its meetings held on 21 March 2022 and 20 February 2023.

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is the promoter of the Fund and will be in charge of its legal administration and representation and the management and administration of the assets pooled in it.

1.2. Statement granted by those responsible for the Registration Document

Mr. Juan Carlos Berzal Valero declares that, to the best of his knowledge, the information contained in this Registration Document is in accordance with the facts and does not omit anything likely to affect its import.

1.3. Statement or report attributed to a person as an expert included in the Registration Document

No statement or report is included in this Registration Document.

1.4. Information provided by a third party

No information sourced from a third party is included in this Registration Document.

1.5. Competent authority approval

(a) This Prospectus (including this Registration Document) has been approved by CNMV as Spanish competent authority under the Prospectus Regulation.

(b) CNMV has only approved this Prospectus (including this Registration Document) as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation.

(c) The abovementioned approval should not be considered as an endorsement of the Fund whose characteristics are described in this Prospectus.

2. STATUTORY AUDITORS

2.1. Name and address of the Fund's auditors

2.1.1. Auditors

In accordance with the provisions of section 4.4.2 of this Registration Document, the Fund does not have any historical financial information.

The board of directors of the Management Company, at its meetings held on 21 March 2022 and 20 February 2023, appointed PRICEWATERHOUSECOOPERS AUDITORES, S.L., as auditors of the Fund for an initial period of three (3) years (i.e., 2023, 2024 and 2025). The details of PRICEWATERHOUSECOOPERS AUDITORES, S.L. are included in section 3.1.8 of the Securities Note.

Throughout the duration of the Fund, the annual financial statements will be subject to audit by the auditors on an annual basis.

The Management Company will inform CNMV and the Rating Agencies of any change that might take place in the future as regards the appointment of the auditors of the Fund in accordance with the procedure set out in section 4.2.3 of the Additional Information.

2.1.2. Accounting standards

The Fund's income and expenses will be reported in accordance with the accounting principles in force pursuant to CNMV Circular 2/2016 of 20 April, on accounting standards, annual accounts, public accounts and confidential statistical information statements of Securitisation Funds, as amended ("**Circular 2/2016**") or with the regulation applicable at any given time.

The financial year of the Fund will coincide with the calendar year, starting on 1 January and ending on 31 December. However, as an exception, the first financial year will start on the Date of Incorporation and will end on 31 December 2023, and the last financial year of the Fund will end on the date on which the Fund is scheduled to expire.

Throughout the duration of the transaction, the Fund's annual financial statements will be subject to verification and annual audit by its auditor. The annual report of the Fund (including the annual accounts (balance sheet, profit & loss account, cash flow and recognised income and expense statements, annual report and management report)) and audit report, set out in article 35 of Law 5/2015 will be filed with CNMV within four (4) months following the closing date of the financial year of the Fund (i.e., prior to 30 April of each year).

The Fund's annual financial statements (including the annual accounts (balance sheet, profit & loss account, cash flow and recognised income and expense statements, annual report and management report)), and the corresponding auditors' report will not be filed with the Commercial Registry (Registro Mercantil).

3. RISK FACTORS

The risk factors specific to the Fund are those described in Section I of the document included at the beginning of this Prospectus, called *"RISK FACTORS"*.

4. INFORMATION ABOUT THE ISSUER

4.1. Statement that the Issuer has been established as a securitisation fund

The Issuer is a securitisation fund, with no legal personality, incorporated in accordance with Chapter III of the Law 5/2015 for the purposes of:

(a) acquiring the Receivables assigned by the Seller; and

(b) issuing the Notes.

The net equity of the Fund will be made up of open-end revolving assets and closed-end liabilities. Its assets shall comprise the Initial Receivables to be acquired on the Date of Incorporation and the Additional Receivables which may be acquired on each Payment Date during the Revolving Period (which will end on the Payment Date falling on 21 December 2023 (included), unless the Revolving Period is early terminated, as provided in section 4.9.2. of the Securities Note).

4.2. Legal and commercial name of the Fund and its Legal Entity Identifier (LEI)

The Fund will be incorporated under the name of SANTANDER CONSUMO 5, FONDO DE TITULIZACIÓN in accordance with Spanish laws and, in order to identify it, the following names may also be used, without distinction:

SANTANDER CONSUMO 5, FT

SANTANDER CONSUMO 5, F.T.

FT SANTANDER CONSUMO 5

The Issuer's LEI Code is 9845004EF66A1YAO9396 and the Issuer's Spanish tax identification number is V-13820956.

4.3. Place of registration of the Issuer and its registration number

The incorporation of the Fund and the issuance of the Notes have been registered with the official registers of CNMV in Spain.

This Prospectus has been registered with the official registers of CNMV on 11 July 2023.

Pursuant to the exemption foreseen in article 22.5 of Law 5/2015, the Management Company has elected not to register the incorporation of the Fund or the issuance of the Notes with the Commercial Registry.

4.4. Date of Incorporation and the length of life of the issuer, except where the period is indefinite

4.4.1. Date of Incorporation

It is expected that the execution of the public deed (*escritura pública*) recording the incorporation of the Fund and the issue of the Notes (the "**Deed of Incorporation**") and, thus the date of incorporation of the Fund will be 17 July 2023 (the "**Date of Incorporation**"). The Deed of Incorporation will be drafted in Spanish.

The Deed of Incorporation of the Fund may be amended according to the terms of article 24 of Law 5/2015, i.e.: if the Management Company has the consent of all Noteholders and other creditors (excluding non-financial creditors) of the Fund. However, these consents will not be necessary if, in the opinion of the CNMV, the proposed amendment is of minor relevance, which the Management Company will be responsible for documenting and evidencing.

Once CNMV verifies the compliance of the legal requirements for the amendment of the Deed of Incorporation, the Management Company will execute the relevant public deed of amendment (*escritura pública de novación*) and file an authorised copy with CNMV for incorporation into the relevant public register. Any amendment to the Deed of Incorporation

will be communicated by the Management Company to the Rating Agencies and published by the Management Company in accordance with the provisions set forth in section 4 of the Additional Information.

The Deed of Incorporation of the Fund may also be amended at the request of CNMV.

The Management Company represents that the content of the Deed of Incorporation will not contradict that of the Prospectus and that the Deed of Incorporation will coincide with the draft public deed (*escritura pública*) that has been submitted to CNMV in connection with the registration of this Prospectus.

4.4.2. Period of activity of the Fund

It is expected that the Fund runs from the Date of Incorporation until the Legal Maturity Date of the Fund, i.e., 21 March 2036 (subject to the Modified Following Business Day Convention), unless the Fund is early liquidated or cancelled in accordance with the provisions set out in sections 4.4.3 and 4.4.4 below, in which case the Fund will do business from the Date of Incorporation until the date in which the early liquidation takes place (the "**Early Liquidation Date**").

4.4.3. Early Liquidation of the Fund

4.4.3.1. Mandatory early liquidation of the Fund

The Management Company shall carry out the early liquidation of the Fund (the "**Early Liquidation of the Fund**") and, thus, the early redemption of the whole (but not part) of the Notes (the "**Early Redemption of the Notes**") at any time in any of the following instances:

(a) if, as stated in article 33 of Law 5/2015, four (4) months have elapsed since the occurrence of an event giving rise to the mandatory replacement of the Management Company due to a declaration of insolvency thereof; or

(b) in the event of revocation of the authorisation of the Management Company, in either case without a new management company having been found that is prepared to take over management of the Fund and that is appointed pursuant to section 3.7.2 of the Additional Information.

In order for the Management Company to carry out the Early Liquidation of the Fund, and therefore, the Early Redemption of the Notes, the Management Company shall sell the Receivables and any remaining assets of the Fund in accordance with the provisions below:

Pre-emptive right of the Seller to acquire the Receivables

Upon the occurrence of any of the events indicated in paragraphs (a) and (b) above, the Seller will have the right, but not the obligation, to repurchase the outstanding Receivables at the time of Early Liquidation of the Fund at a price equal to the Repurchase Value.

"**Repurchase Value**" means at any time (i) in respect of any Receivable other than a Defaulted Receivable, Par Value, and (ii) in respect of a Defaulted Receivable, Par Value less any Seller's provisions allocated with respect to such Receivable matching its book value on the Seller's balance sheet at such time.

"**Par Value**" means at any time the Outstanding Balance of the Receivables together with all accrued but unpaid interest thereon at such time.

In order for the Seller to exercise this right, the Management Company shall notify in writing to the Seller that the Early Liquidation of the Fund will be carried out immediately and in any

case within thirty (30) Business Days from the occurrence of any of the events indicated in paragraphs (a) and (b) above.

Upon receiving such notification, the Seller will have a period of five (5) Business Days from the date on which it receives such notification to communicate its decision to repurchase or not the Receivables at the Repurchase Value.

If the Seller confirms its decision to repurchase the Receivables, the transfer of the Receivables to the Seller must be completed within fifteen (15) Business Days from the date on which the Seller communicates such decision.

For the avoidance of doubt, under no circumstances will the Seller have an obligation to repurchase any of the Receivables in the above events.

Sale of the Receivables to third parties

In case the Seller decides not to exercise its right to repurchase the Receivables in accordance with the provisions of the preceding section, the Management Company shall request legally binding bids from at least two (2) entities at its sole discretion among those active in the purchase and sale of similar assets.

The Management Company may obtain any appraisal report it deems necessary from third party entities in order to assess the value of the Receivables.

The Management Company shall set forth the terms and conditions of the bidding process (including, without limitation, the information to be provided to the bidders and deadline to submit the bids) in the manner it considers best to maximise the value of the Receivables.

The highest bid received from the entities referred to above shall be accepted by Management Company and will determine the value of the Receivables. If no relevant offer is received from any third parties, then the Receivables shall remain as assets of the Fund, without prejudice to the possibility of the Management Company to start a new bidding process for the sale of the Receivables.

Common provisions

The Management Company shall be entitled to sell the Receivables even if the holders of any of the Classes of Notes suffer a loss.

The above procedure does not entitle the automatic liquidation of the underlying Receivables for the purposes of article 21.4 of the EU Securitisation Regulation.

Notice of the liquidation of the Fund will be provided to the CNMV by publishing the appropriate insider information (*información privilegiada*) or other relevant information (*otra información relevante*) and thereafter to the Noteholders and the Rating Agencies in the manner established in section 4.2.3 of the Additional Information, at least thirty (30) Business Days in advance to the Early Redemption Date.

4.4.3.2. Early liquidation of the Fund at the Seller's initiative

The Seller will have the option (but not the obligation) at its own discretion to instruct the Management Company to carry out an Early Liquidation of the Fund and an Early Redemption of the Notes in whole (but not in part) and hence repurchase all outstanding Receivables in any of the following instances:

(a) At any time, if the aggregate Outstanding Balance of the Receivables, falls below 10% of the aggregate Outstanding Balance thereof on the Date of Incorporation (the

"**Clean-Up Call Event**") (the right to repurchase the Receivables under these circumstances, the "**Clean-up Call Option**");

(b) If a Regulatory Change Event occurs (the right to repurchase the Receivables under these circumstances, the "**Regulatory Change Call Option**"); and

(c) If a Tax Change Event occurs (the right to repurchase the Receivables under these circumstances, the "**Tax Change Call Option**").

The Clean-Up Call Option and the Regulatory Change Call Option can only be exercised by the Seller to the extent that the Repurchase Value together with the rest of Available Funds are sufficient to redeem the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes at par together with all accrued but unpaid interest thereon taking into account the Post-Enforcement Priority of Payments contemplated in section 3.4.7.3 of the Additional Information.

For these purposes:

"**Tax Change Event**" means any event after the Date of Incorporation derived from changes in relevant taxation law and accounting provisions and/or regulation (or official interpretation of that taxation law and accounting provisions and/or regulation by authorities) as a consequence of which the Fund is or becomes at any time required by law to deduct or withhold, in respect of any payment under any of the Notes, any present or future taxes, levies or governmental charges, regardless of their nature, which are imposed under any applicable legal system or in any country with competent jurisdiction, or for the account of, any political subdivision thereof or government agency authorised to levy taxes, that materially affects the allocation of benefits among the parties of the transaction.

"**Regulatory Change Event**" means

(a) any enactment or implementation of, or supplement or amendment to, or change in any applicable law, policy, rule, guideline or regulation of any competent international, European or national body (including the European Central Bank, the Prudential Regulation Authority ("**PRA**") or any other competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline; or

(b) a notification by or other communication from an applicable regulatory or supervisory authority is received by the Seller with respect to the transactions contemplated by the Transaction Documents,

which, in either case, occurs on or after the Date of Incorporation and results in, or would in the reasonable opinion of the Seller result in, a material adverse change in the rate of return on capital of the Fund and/or the Seller or materially increasing the cost or materially reducing the benefit for the Seller of the transactions contemplated by the Transaction Documents.

It is understood that the declaration of a Regulatory Change Event will not be prevented by the fact that, prior to the Date of Incorporation:

(a) the event constituting any such Regulatory Change Event was:

(i) announced or contained in any proposal (whether in draft or final form) for a change in the laws, regulations, applicable regulatory rules, policies or guidelines (including any accord, standard, or recommendation of the Basel Committee on Banking Supervision), as officially interpreted, implemented or applied by the European Central Bank, the PRA or the European Union; or

(ii) incorporated in any law or regulation approved and/or published but the effectiveness or application of which is deferred, in whole or in part, beyond the Date of Incorporation, provided that the application of the EU Securitisation Regulation and the applicable legislation shall not constitute a Regulatory Change Event, but without prejudice to the ability of a Regulatory Change Event to occurs as a result of any implementing regulations, policies or guidelines in respect thereof announced or published after the Date of Incorporation; or

(iii) expressed in any statement by an official of the competent authority in expert meetings or other discussions in connection with such Regulatory Change Event (but without receipt of an official interpretation or other official communication); or

(b) the competent authority issued any notification, taken any decision or expressed any view with respect to any individual transaction, other than this transaction. Accordingly, such proposals, statements, notifications or views are not taken into account when assessing the rate of return on capital of the Fund and/or Seller or an increase of the cost or reduction of benefits to the Seller of the transactions contemplated by the Transaction Documents immediately after the Date of Incorporation.

In order for the Seller to exercise any of the options mentioned in paragraphs (a) to (c) above (jointly, the "**Seller's Call Options**" and each of them, a "**Seller's Call Option**"), the Seller and the Management Company, as applicable, shall take the following actions:

(a) The Seller shall calculate the Repurchase Value to be paid in consideration of the repurchased Receivables.

(b) The Seller shall provide written notice to the Issuer and the Rating Agencies (the "**Seller's Notice**") of its intention to exercise the relevant Seller's Call Option at least forty (40) Business Days prior to the Early Liquidation Date; and

(c) the Management Company shall then inform the Noteholders by publishing the appropriate insider information (*información privilegiada*) or other relevant information (*otra información relevante*) with CNMV (the "**Early Liquidation Notice**") at least thirty (30) Business Days in advance of the Early Liquidation Date.

The above procedure does not entitle the automatic liquidation of the underlying Receivables for the purposes of article 21.4 of the EU Securitisation Regulation.

4.4.4. Cancellation of the Fund

Cancellation of the Fund shall take place:

(a) upon full repayment of the Receivables pooled therein;

(b) upon full repayment of all the obligations of the Fund towards its creditors;

(c) as a consequence of the completion of the Early Liquidation process established in section 4.4.3.1 and 4.4.3.2 above;

(d) upon reaching the Legal Maturity Date; and

(e) if the provisional credit ratings of the Rated Notes are not confirmed as final by the Rating Agencies on or prior to the Disbursement Date (unless such provisional ratings are upgraded); or

(f) if the Management, Placement and Subscription Agreement is fully terminated in accordance with the provisions of section 4.2.3 of the Securities Note.

The circumstances described in sub-paragraphs (e) and (f) above would imply that no disbursement of the Notes would take place on the Disbursement Date.

Upon the occurrence of any of the events described above, the Management Company shall inform the CNMV and the Rating Agencies, in the manner provided for in section 4.2.3 of the Additional Information and shall initiate the relevant formalities for the cancellation of the Fund.

4.4.5. Actions for the cancellation of the Fund

In those scenarios described in paragraphs (a) to (d) of section 4.4.4 of the Registration Document, the Management Company, on behalf of the Fund, shall take the following actions:

(a) Cancel or terminate those contracts that are not necessary for the liquidation of the Fund.

(b) Apply all the amounts obtained from the disposal of the Receivables and any other asset of the Fund, if any, towards payment of the various obligations, in the form, amount and order of priority established in the Post-Enforcement Priority of Payments described in section 3.4.7.3 of the Additional Information.

(c) Carry out the Early Redemption of all the Notes for an amount equal to the Principal Amount Outstanding of the Notes (other than in case of a Clean-Up Call Option and a Regulatory Change Call Option, in which case the Repurchase Value together with the rest of Available Funds must be sufficient to redeem the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes) on the Early Liquidation Date, plus accrued and unpaid interest from the last Payment Date to the Early Liquidation Date, less any tax withholding and free of any expenses for the Noteholder. All such amounts will, for all legal purposes, be deemed liquid, due and payable on the Early Liquidation Date.

(d) Once the Fund has been liquidated and all scheduled payments have been made pursuant to the Post-Enforcement Priority of Payments contemplated in section 3.4.7.3 of the Additional Information, if there is any remainder (including any judicial or notary proceedings pending settlement as a result of payment default by any Borrower) (all in accordance with the provisions of section 3.7.1 of the Additional Information), such remainder (including the continuation and/or proceeds from such proceedings) will be for the benefit of the Seller.

In any case, the Management Company, acting on behalf of the Fund, shall not cancel the Fund until it has liquidated the Receivables and any other remaining Fund assets and distributed the Fund's assets, following the Post-Enforcement Priority of Payments provided for in section 3.4.7.3 of the Additional Information.

(e) Within six (6) months from the liquidation of the Receivables and any other remaining assets of the Fund and the distribution of the Available Funds, and always prior to the Legal Maturity Date, the Management Company will execute a deed (*acta*) before a notary public declaring: (i) the cancellation of the Fund as well as the grounds for such termination, (ii) the procedure followed for notifying the Noteholders and the CNMV, and (iii) the terms of the distribution of the Post-Enforcement Available Funds following the Post-Enforcement Priority of Payments provided for in section 3.4.7.3 of the Additional Information. In addition, the Management Company, on behalf of the Fund, will comply with any such further administrative steps as may be applicable at that time. The Management Company will submit such deed (*acta*) to the CNMV.

Upon the occurrence of the cancellation events described in paragraphs (e) and (f) of section 4.4.4 of the Registration Document, the Management Company, on behalf of the Fund, shall take the following actions:

(a) Terminate the incorporation of the Fund and the issue of the Notes.

(b) Terminate the assignment of the Initial Receivables.

(c) Terminate or cancel the Transaction Documents executed by the Management Company on behalf of the Fund, except for the Start-Up Expenses Loan Agreement, out of which the incorporation and issue expenses incurred by the Fund shall be paid.

(d) Report the cancellation immediately to the CNMV, the Rating Agencies and the affected counterparties of the Fund.

(e) Within one (1) month from the cancellation of the Fund, execute before a notary public a deed (*acta*) declaring the cancellation of the Fund and the grounds therefore, that shall be submitted to the CNMV, IBERCLEAR, AIAF and the Rating Agencies.

In addition, upon the occurrence of the cancellation events described in paragraphs (e) and (f) of section 4.4.4 of the Registration Document, (i) the obligation of the Fund to pay the price for the acquisition of the Receivables will be extinguished, and (ii) the Management Company will be obliged to reimburse the Seller as regards to any rights that may have accrued to the Fund due to the assignment of the Receivables.

4.5. Domicile and legal personality of the Issuer; legislation applicable to its operation

4.5.1. Domicile of the Fund

The Fund has no business address as it is devoid of legal personality. The address of the Fund for all purposes will be considered to be that of the Management Company, which is the following:

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

Juan Ignacio Luca de Tena 9-11,

28027 Madrid, Spain

Fund's LEI Code: 9845004EF66A1YAO9396

Spanish tax identification number: V-13820956

The website of the Management Company is www.santanderdetitulizacion.com.

4.5.2. Legal personality of the Fund

According to article 21 of Law 5/2015, the Fund will constitute a separate set of assets and liabilities, lacking legal status, with open-end assets and closed-end liabilities, and the Management Company will be responsible for the incorporation, management and legal representation of the Fund, and in its capacity as manager of a third party's transactions, it will represent and defend the interests of the Noteholders and the other creditors of the Fund.

The Fund will only be liable for its obligations vis-à-vis its creditors with its assets. The Fund is not subject to the Royal Legislative Decree 1/2020, of May 5, approving the recast of the Insolvency Law, as currently worded (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el*

que se aprueba el texto refundido de la Ley Concursal) (as amended from time to time, the "**Insolvency Law**").

The Fund will have no independent and separate compartments.

4.5.3. Applicable legislation and country of incorporation

The Fund will be incorporated and the Notes issued in accordance with the laws of Spain, and specifically in accordance with the legal rules set forth in:

(a) Law 5/2015 and its implementing provisions;

(b) Law 6/2023 of 17 March on Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*) (as amended from time to time, the "**Securities Market Act**");

(c) Article 76 of Royal Legislative Decree 4/2015, of 23 October, approving the revised text of the Securities Market Act, as applicable until the entry into force of Article 63 of the Securities Market Act (the "**Former Securities Market Act**");

(d) Royal Decree 878/2015 of 2 October on the registration, clearing and settlement of negotiable securities represented by book entries representations, on the legal regime of the securities central depositories and the central counterparties and the transparency requirements for security issuers admitted to trading on an official secondary market (as amended from time to time, the "**Royal Decree 878/2015**");

(e) Royal Decree 1310/2005 of 4 November partially implementing Securities Market Law 24/1988 of 28 July in regard to admission to trading of securities in official secondary markets, public offerings for sale or subscription and the prospectus required for that purpose (as amended from time to time, "**Royal Decree 1310/2005**"); and

(f) other legal and regulatory provisions in force and applicable from time to time.

In addition, the requirements set out in the EU Securitisation Regulation shall apply to the Fund and the Notes.

This Prospectus has been prepared in accordance with the Prospectus Regulation, the Delegated Regulation (EU) 2019/979 and following the forms established in the Prospectus Delegated Regulation.

4.5.4. Tax regime of the Fund

The tax regime applicable to the securitisation funds is contained in articles 7.1.h), 13.1 and 16 of Law 27/2014 of 27 November of Corporate Income Tax (*Ley 27/2014, de 27 de noviembre, del Impuesto sobre Sociedades*) ("**Law 27/2014**"); articles 8, 9 and 61.k) of Royal Decree 634/2015, of 10 July *(Real Decreto 634/2015, de 10 de julio, por el que se aprueba el Reglamento del Impuesto sobre Sociedades)* ("**CIT Regulation**"); article 20.One.18 of Law 37/1992, on Value Added Tax, of December 28 (*Ley 37/1992, de 28 de diciembre, del Impuesto sobre el Valor Añadido*) (the "**VAT Act**") modified by Law 28/2014, of November 27 and article 45.I.B).15 and 45.I.B)20.4 of the Revised Text of the Law on Transfer Tax and Stamp Duty approved by Royal Legislative Decree 1/1993, of 24 September (the "**Transfer Tax and Stamp Duty Act**"); general regulations regarding tax management and inspection courses of action and procedures and developing the common rules of tax application procedures, passed by Royal Decree 1065/2007, of 27 July (*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*) ("**General Tax Regulations**") and, in particular, articles 42, 43 and 44; Law 10/2014, of 26 June, on regulation, supervision and solvency of credit

institutions (*Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de entidades de crédito*) ("**Law 10/2014**") and in particular, the First Additional Provision of such Law. The referred regulation essentially defines the following fundamental principles:

(a) The Fund is exempt from the concept of "Capital Duty" (*Operaciones Societarias*) (article 45.I.B.20.4 of the Transfer Tax and Stamp Duty Act).

(b) The incorporation and winding up of the Fund are either not subject or exempt from all the modalities of Transfer Tax and Stamp Duty Tax (*Transmisiones Patrimoniales Onerosas y Actos Jurídicos Documentados*).

(c) According to article 7.1.h) of Law 27/2014, the Fund is a taxpayer of the Corporate Income Tax. The Fund is subject to the general provisions of the Corporate Income Tax. The amount subject to this tax is calculated in accordance with the provisions of Section IV of Law 27/2014. The general rate in force is twenty-five per cent (25%).

(d) In this regard, rule 13 of Circular 2/2016 sets forth the criteria through which securitisation funds must carry out the pertaining value adjustments resulting from drops in the value of the financial assets. article 13.1 of Law 27/2014 states that, the regulation of the Corporate Income Tax (the "**CIT Regulation**"), will govern the circumstances determining the deductibility of value adjustments made on account of losses in the value of debt securities valued at amortised cost and included in mortgage-backed securities funds and asset-backed securities funds.

(e) Notwithstanding, upon the amendment introduced by Royal Decree 683/2017 June 30, in article 9 of the CIT Regulation, the 7th Transitory Provision has been incorporated. According to this Transitory Provision, to the extent the wording of the Circular 2/2016 is not amended in respect of the impairment of the value of debt securities valued at amortised cost included in the securitisation funds referred to in Law 5/2015, the tax deductibility of said impairment provisions will be determined according to the wording of article 9 of the CIT Regulation as drafted on December 31, 2015.

(f) Pursuant to article 16.6 of Law 27/2014, the limitation to the tax deductibility of financial expenses shall not be applicable to the Fund under the legislation currently in force. However, such limitation shall apply to the Fund in tax years beginning from January 1, 2024 onward, according to the amendment introduced in article 16.6 of Law 27/2014 by the Fifth Final Provision of Law 13/2023, of 24 May.

(g) According to article 61.k) of the CIT Regulation, income from mortgage participating units, loans and other Receivables that constitute revenue items for the securitisation funds are not subject to withholding tax.

(h) The Fund will be subject to VAT in accordance with the general VAT rules. The management services provided to the Fund by the Management Company will be exempt from VAT, pursuant to the provisions of article 20.One. 18 n) of the VAT Act.

(i) The issuance, subscription, transfer, redemption and repayment of the Notes, depending on whether the investor is a corporation for the purposes of Value Added tax, will be "not subject" or "exempt", according to each case, from Value Added Tax (article 20.1.18 of the VAT Act) and Transfer Tax/Stamp Duty (article 45.I.B.15 of the Transfer Tax and Stamp Duty Act).

(j) The input VAT borne by the Fund shall not be deductible for VAT purposes but they shall be treated as a deductible expenses for CIT purposes. The assignment of the Receivables to the Fund is a transaction that is subject to but exempt from VAT in accordance with the provisions of article 20.One.18º e) of the VAT Act.

(k) The assignment of the Receivables to the Fund is a transaction that is not subject to Transfer Tax. Likewise, it would not be subject to Stamp Duty as long as the requirements foreseen in article 31.2 of the Transfer and Stamp Duty Act are not fulfilled.

(l) The Management Company, in the name and on behalf of the Fund, must comply with reporting obligations, amongst others, with those set out in the First Additional Provision of Law 10/2014. The procedure for complying with said reporting obligations is developed by articles 42, 43 and 44 of the General Tax Regulations.

4.6. Description of the amount of the Issuer's authorised and issued capital

Not applicable.

4.7. EU Securitisation Regulation

On 12 December 2017, the European Parliament adopted the EU Securitisation Regulation which has applied from 1 January 2019. The EU Securitisation Regulation creates a general framework with a single set of common rules for European "institutional investors", "original lenders" and "SSPE" (as defined in the EU Securitisation Regulation) as regards (i) due diligence, (ii) risk retention, (iii) transparency, and (iv) underwriting criteria for loans to be comprised in securitisation pools. The EU Securitisation Regulation also creates a European framework for STS-securitisations.

4.7.1. Due diligence

The EU Securitisation Regulation imposes certain due-diligence requirements on "institutional investors" other than the "originator", "sponsor" or "original lender" (as defined in the EU Securitisation Regulation) aimed at allowing them to properly assess the risks arising from securitisations. Particularly, each such investor and potential investor in the Notes shall comply with the due-diligence requirements established by article 5 of the EU Securitisation Regulation (the "**EU Due Diligence Requirements**").

The EU Due Diligence Requirements include duties that apply both prior to purchasing and holding any Notes as well as after purchasing and while holding them.

4.7.2. Risk retention

The Originator will undertake in the Deed of Incorporation to retain, on an ongoing basis, a material net economic interest of at least 5 (five) per cent. of the nominal value of each of the securitised exposures in accordance with article 6(3)(a) of the EU Securitisation Regulation, as supplemented by article 5(1)(a) of the Delegated Regulation 625/2014.

Please refer to section 3.4.3 of the Additional Information for further details.

4.7.3. Transparency

Pursuant to the obligations set out in article 7(2) of the EU Securitisation Regulation, the originator and the securitisation special purpose entity of a securitisation shall designate amongst themselves one entity to submit the information set out in points (a), (b), (d), (e), (f) and (g) of article 7(1) to a registered securitisation repository of the EU Securitisation Regulation. The disclosure requirements of article 7 of the EU Securitisation Regulation apply in respect of the Notes. Pursuant to article 22.5 of the EU Securitisation Regulation, the Originator shall be responsible for compliance with Article 7 and has been designated as the "**Reporting Entity**" for the purposes of article 7.2 of the EU Securitisation Regulation.

Please refer to section 4.2.1 (d) of the Additional Information for further details.

4.7.4. STS

The securitisation transaction described in this Prospectus is intended to qualify as a simple, transparent and standardised securitisation (STS securitisation) within the meaning of article 18 of the EU Securitisation Regulation. Consequently, on or about the Date of Incorporation (and in any case within fifteen (15) calendar days from the Date of Incorporation), the Seller as originator will submit the STS Notification to ESMA in accordance with article 27 of the EU Securitisation Regulation, pursuant to which compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation shall be notified to the ESMA register of STS notifications in order to request that the securitisation transaction described in this Prospectus is included in the ESMA register of STS notifications for the purposes of article 27(5) of the EU Securitisation Regulation.

The Seller, as originator, has used the services of PCS, as a Third Party Verification Agent (STS) in connection with the STS Verification determined to assess the compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation (as further described and qualified in section 1.2 of the Additional Information).

Please refer to sections 1.1 to 1.3 of the Additional Information for further details. Please see also risk factor 2.2.1. (*EU Securitisation Regulation: simple, transparent and standardised securitisation*).

5. BUSINESS OVERVIEW

5.1. Brief description of the Issuer's principal activities

The Issuer is a securitisation fund and, as such, its main activity is:

(a) to acquire a number of Receivables (which shall represent at any time 95% of any and all of the receivables arising from the Loans) granted by the Seller to individuals' resident in Spain at the time of execution of the relevant Loan agreement (the "**Borrowers**") for consumer financing, without limitation, debtor´s expenditures (including small consumer expenditures and other non-defined expenditures), the purchase of consumer goods in its broadest sense, including finishing home working construction, the purchase of goods, including the acquisition of new and used vehicle or services (the "**Loans**"), assigned by the Seller to the Fund; and

(b) to issue asset-backed notes (the "**Notes**") the subscription proceeds of which will finance:

  (i) with respect to the proceeds of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the acquisition of the Initial Receivables and the Pre-Hedge Novation Amount; and

  (ii) with respect to the proceeds of the issue of the Class F Notes, the set-up of the Reserve Fund up to an amount equal to the Initial Reserve Fund.

The amounts collected under the Loans from which the Receivables arise, both for interest (ordinary and default) and principal, together with any other amounts related to the Loans (as described in section 3.3.2 of the Additional Amount) are allocated quarterly, on each Payment Date, to (i) the payment of interest and repayment of principal of the Notes and (ii) the acquisition of Additional Receivables during the Revolving Period, in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information.

In addition, the Fund, represented by the Management Company, will enter into a number of financial transactions and the provision of services in order to strengthen the financial

structure of the Fund, to increase the security and regularity of the payment of the Notes, to cover the temporary mismatches in the schedule for flows of principal and interest on the Receivables and on the Notes or, in general, to enable the financial transformation which takes place in the Fund between the financial characteristics of the Loans and the Notes.

In addition, in order to ensure the proper operation of the Fund and performance of its obligations in the terms and conditions set out in the applicable laws from time to time, the Management Company, on behalf of the Fund, will enter into the Transaction Documents and the transactions described in this Prospectus in accordance with the Deed of Incorporation and all applicable legal provisions.

6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

6.1. Legal Person of the Management Company

Pursuant to the provisions of Law 5/2015, securitisation funds are not separate legal entities, and securitisation fund management companies are entrusted with the incorporation, management and legal representation of these funds, as well the representation and defence of the interests of the holders of the securities issued on the basis of the funds they administer and of the creditors thereof.

By virtue of the foregoing, this section presents information regarding SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. in its capacity as Management Company incorporating, administering and representing the Fund.

6.1.1. Corporate name and business address

Corporate name:	SANTANDER DE TITULIZACIÓN, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A.
Business address:	Juan Ignacio Luca de Tena 9-11, 28027 Madrid
Tax Identification Number (NIF):	A-80481419
C.N.A.E. number	8199
LEI Code	9845005A96P591A0OF75

6.1.2. Incorporation and registration in the Commercial Registry, as well as data relating to the administrative authorisations and registration in the CNMV

SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. was organised by means of a public deed (*escritura pública*) granted on 21 December 1992, before the Notary of Madrid, Mr Francisco Mata Pallarés with number 1,310 of his public records, with the prior authorisation of the Ministry of Economy and Treasury provided on 1 December 1992.

It is registered with the Commercial Registry of Madrid at volume 4789, sheet 75, page M-78658, entry 1. It is also registered in the Special Registry of the CNMV, under number 1.

In addition, the Management Company, amongst others:

(a) amended its bylaws by resolution of its board of directors adopted on 15 June 1998, notarised in a public deed (*escritura pública*) granted on 20 July 1998 before the Notary of Madrid, Mr Roberto Parejo Gamir, with number 3,070 of his public records, in order to adapt to the requirements established for Asset Securitisation Fund Management Companies by Royal Decree 926/1998. This amendment was approved by the Ministry

of Economy and Treasury on 16 July 1998, pursuant to the provisions of the Single Transitory Provision of the aforementioned Royal Decree 926/1998;

(b) changed its registered to "SANTANDER DE TITULIZACIÓN, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A.", by virtue of a public deed (*escritura pública*) granted on 8 March 2004 before the Notary of Madrid, Mr José María Mateos Salgado with number 622 of his public records. It is registered with the Commercial Registry of Madrid at volume 4789, sheet 93, page M-78658, entry 30;

(c) amended its bylaws to assume the management and representation of Banking Assets Funds by means of a public deed (*escritura pública*) granted on 20 December 2013 before the Notary of Madrid, Mr Jose Maria Mateos Salgado with number 4,789 of his public records;

(d) amended its bylaws on 23 June 2016 pursuant to a capital increase of its share capital up to one million and fifty euros (€ 1,000,050) authorised by its shareholders' general meeting, complying with the new requirements of article 29.1.d) of Law 5/2015; and

(e) changed its business address to the current one by virtue of a public deed (*escritura pública*) granted on 7 March 2019 before the Notary of Madrid, Mr. José María Mateos Salgado with number 923 of his public records.

The duration of the Management Company is indefinite, in the absence of grounds for the dissolution thereof under law or its bylaws.

6.1.3. Brief description of the Management Company's principal activities

As required by law, article 2 of the Management Company's bylaws states that:

the company shall have as its exclusive purpose the organisation, management and legal representation of (i) Mortgage Securitisation Funds upon the terms of article 6 of Law 19/1992, of 7 July, on the Rules for Real Estate Investment Companies and Funds and on Mortgage Securitisation Funds; (ii) Asset Securitisation Funds, in accordance with the provisions of article 12, point 1, of Royal Decree 926/1998 of 14 May, regulating Asset Securitisation Funds and Securitisation Fund Management Companies; and (iii) Banking Assets Funds (FAB) in accordance with the terms of Chapter IV of Royal Decree 1559/2012 of 15 November setting the legal framework for Asset Management Companies. As a manager of third-party businesses, it is responsible for the representation and defence of the interests of the holders of the securities issued based on the funds it administers and the other unsecured creditors, as well as the performance of to the other duties vested in Securitisation Fund management companies by the laws applicable to securitisation funds and banking assets funds.

On April 2, 2014, the executive committee of the CNMV approved the amendment of article 2 of the bylaws of the Management Company for the purpose of ratifying its authorisation to undertake the management and representation of Banking Assets Funds, as currently established by such article. This amendment to the bylaws was approved by the shareholders at its shareholders' general meeting of 13 December 2013 and raised to the status of public document by means of a public deed (*escritura pública*) granted on 20 December 2013 before the Notary of Madrid, Mr. José María Mateos Salgado with number 4,789 of his public records. The shareholders' resolution was filed with the corresponding Commercial Registry, and registration was carried out by the corresponding Registrar on 2 June 2014 at volume 4,789, page 116, section 8, sheet M-78658, entry 58.

The total assets managed by the Management Company as of 31 May 2023 are as follows:

ASSET BACKED SECURITIES							
FUNDS	**SERIES**	**PRINCIPAL OUTSTANDING PER SERIES**	**NOMINAL INTEREST**		**RATING AGENCY**	**DATE OF CONSTITUTION**	**COLLATERAL PRINCIPAL INITIAL**
FTA UCI 11	**Serie A**	62,411,728.89	Euribor 3M	0.140%	S&P	17/11/2004	850,000,000.00 €
	Serie B	6,000,000.00	Euribor 3M	0.330%			
	Serie C	22,900,000.00	Euribor 3M	0.750%			
Total		**91,311,728.89**					
FTA UCI 14	**Serie A**	158,937,740.75	Euribor 3M	0.150%	S&P / Fitch	30/11/2005	1,350,000,000.00 €
	Serie B	34,100,000.00	Euribor 3M	0.290%			
	Serie C	38,400,000.00	Euribor 3M	0.580%			
Total		**231,437,740.75**					
FTA UCI 15	**Serie A**	208,062,326.54	Euribor 3M	0.140%	S&P / Fitch	28/04/2006	1,430,000,000.00 €
	Serie B	32,900,000.00	Euribor 3M	0.270%			
	Serie C	56,500,000.00	Euribor 3M	0.530%			
	Serie D	11,440,001.52	Euribor 3M	0.580%			
Total		**308,902,328.06**					
FTA SANTANDER HIPOTECARIO 2	**Serie A**	140,044,646.70	Euribor 3M	0.150%	S&P / Mood y´s	30/06/2006	1,955,000,000.00 €
	Serie B	51,800,000.00	Euribor 3M	0.200%			
	Serie C	32,300,000.00	Euribor 3M	0.300%			
	Serie D	49,800,000.00	Euribor 3M	0.550%			
	Serie E	19,600,000.00	Euribor 3M	2.100%			
	Serie F	17,600,000.00	Euribor 3M	1.000%			
Total		**311,144,646.70**					
FTA UCI 16	**Serie A1**	0.00	Euribor 3M	0.060%	S&P / Fitch	18/10/2006	1,800,000,000.00 €
	Serie A2	274,412,364.72	Euribor 3M	0.150%			
	Serie B	72,000,000.00	Euribor 3M	0.300%			
	Serie C	41,400,000.00	Euribor 3M	0.550%			
	Serie D	9,000,000.00	Euribor 3M	2.250%			
	Serie E	14,400,001.44	Euribor 3M	2.300%			
Total		**411,212,366.16**					
FTA PYMES BANESTO 2	**Serie A1**	0.00	Euribor 3M	0.130%	S&P / Mood y´s	17/11/2006	1,000,000,000.00 €
	Serie A2	0.00	Euribor 3M	0.160%	Fitch		
	Serie B	0.00	Euribor 3M	0.270%			
	Serie C	7,117,964.60	Euribor 3M	0.540%			
Total		**7,117,964.60**					
FTA SANTANDER FINANCIACION 1	**Serie A**	0.00	Euribor 3M	0.150%	S&P / Mood y´s	14/12/2006	1,900,000,000.00 €
	Serie B	0.00	Euribor 3M	0.200%			
	Serie C	0.00	Euribor 3M	0.300%			
	Serie D	0.00	Euribor 3M	0.550%			
	Serie E	16,918,664.00	Euribor 3M	2.100%			
	Serie F	14,300,000.00	Euribor 3M	1.000%			
Total		**31,218,664.00**					

ASSET BACKED SECURITIES							
FUNDS	**SERIES**	**PRINCIPAL OUTSTANDING PER SERIES**	**NOMINAL INTEREST**		**RATING AGENCY**	**DATE OF CONSTITUTION**	**COLLATERAL PRINCIPAL INITIAL**
FTA SANTANDER HIPOTECARIO 3	**Serie A1**	88,054,240.85	Euribor 3M	0.060%	Fitch/ Moody´s	04/04/2007	2,800,000,000.00 €
	Serie A2	314,200,656.00	Euribor 3M	0.140%			
	Serie A3	85,691,088.00	Euribor 3M	0.200%			
	Serie B	79,200,000.00	Euribor 3M	0.220%			
	Serie C	47,500,000.00	Euribor 3M	0.300%			
	Serie D	72,000,000.00	Euribor 3M	0.550%			
	Serie E	28,000,000.00	Euribor 3M	2.100%			
	Serie F	22,400,000.00	Euribor 3M	0.500%			
Total		**737,045,984.85**					
FTA UCI 17	**Serie A1**	0.00	Euribor 3M	0.100%	S&P / Fitch	07/05/2007	1,415,400,000.00 €
	Serie A2	252,589,699.22	Euribor 3M	0.180%			
	Serie B	72,800,000.00	Euribor 3M	0.350%			
	Serie C	28,000,000.00	Euribor 3M	0.600%			
	Serie D	11,200,001.12	Euribor 3M	2.250%			
Total		**364,589,700.34**					
F.T.A. SCS AUTO 2014-1	**Serie A**	9,784,213.40	Fixed rate	2.000%	Fitch	26/11/2014	798,000,000.00 €
	Serie B	27,400,000.00	Fixed rate	2.500%	DBRS		
	Serie C	15,200,000.00	Fixed rate	3.500%			
	Serie D	14,400,000.00	Fixed rate	5.000%			
	Serie E	19,000,000.00	Fixed rate	11.000%			
Total		**85,784,213.40**					
F.T.A. SCS AUTO 2016-1	**Serie A**	0.00	Fixed rate	1.250%	DBRS	16/03/2016	765,000,000.00 €
	Serie B	9,433,677.06	Fixed rate	1.650%	Moody's		
	Serie C	42,100,000.00	Fixed rate	3.250%			
	Serie D	23,000,000.00	Fixed rate	6.000%			
	Serie E	19,100,000.00	Fixed rate	8.000%			
	Serie F	15,300,000.00	Fixed rate	8.000%			
Total		**108,933,677.06**					
F.T.A. SCS AUTO 2016-2	**Serie A**	125,945,819.00	Fixed rate	0.900%	Fitch	05/12/2016	650,000,000.00 €
	Serie B	26,000,000.00	Fixed rate	2.100%	Moody's		
	Serie C	35,800,000.00	Fixed rate	3.100%			
	Serie D	19,500,000.00	Fixed rate	5.100%			
	Serie E	16,300,000.00	Fixed rate	6.300%			
	Serie F	13,000,000.00	Fixed rate	11.000%			
Total		**236,545,819.00**					
F.T. PYMES MAGDALENA	**CLN A**	9,941,936.20	Euribor 3M	10.400%	-	22/05/2017	950,000,000.00 €
Total		**9,941,936.20**					
F.T. RMBS PRADO VI	**Serie A**	202,913,486.10	Euribor 3M	0.430%	DBRS	09/07/2018	428,000,000.00 €
	Serie B	42,800,000.00	Euribor 3M	0.600%	Fitch		
	Serie C	34,200,000.00	Euribor 3M	0.750%			
		279,913,486.10					

ASSET BACKED SECURITIES								
FUNDS	**SERIES**	**PRINCIPAL OUTSTANDING PER SERIES**	**NOMINAL INTEREST**			**RATING AGENCY**	**DATE OF CONSTITUTION**	**COLLATERAL PRINCIPAL INITIAL**
F.T. PYMES MAGDALENA 2	**CLN A**	28,075,614.13	Euribor 3M	8.850%		-	31/07/2018	2,500,000,000.00 €
Total		**28,075,614.13**						
F.T. PYMES MAGDALENA 3	**CLN A**	38,431,081.50	Euribor 3M	8.000%		-	26/06/2019	2,850,000,000.00 €
	CLN B	50,939,053.20						
Total		**89,370,134.70**						
F.T.A. SCS AUTO 2019-1	**Serie A**	243,012,880.00	Euribor 3M	0.450%		DBRS	14/10/2019	545,500,000.00 €
	Serie B	37,667,910.18	Euribor 3M	0.850%		Fitch		
	Serie C	18,148,490.52	Fixed rate	1.480%				
	Serie D	6,528,234.00	Fixed rate	1.980%				
	Serie E	6,528,234.00	Fixed rate	3.190%				
	Serie F	6,528,234.00	Fixed rate	5.930%				
Total		**318,413,982.70**						
F.T. PYMES SANTANDER 15	**Serie A**	763,138,320.00	Euribor 3M	0.300%		DBRS	10/12/2019	3,000,000,000.00 €
	Serie B	600,000,000.00	Euribor 3M	0.500%		Moodys		
	Serie C	150,000,000.00	Euribor 3M	0.650%	+ Extraordinary Interest			
Total		**1,513,138,320.00**						
CIMA Spain Telecom FT	**Serie Unica**	35,000,000.00					24/03/2020	35,000,000.00 €
Total		**35,000,000.00**						
F.T.A. RMBS SANTANDER 6	**Serie A**	2,717,076,096.00	Euribor 3M	0.050%		DBRS	14/07/2020	4,500,000,000.00 €
	Serie B	720,000,000.00	Euribor 3M	0.500%		Moody's		
	Serie C	225,000,000.00	Euribor 3M	0.650%	+ Extraordinary Interest			
Total		**3,662,076,096.00**						
F.T.A. SCS AUTO 2020-1	**Serie A**	193,128,435.00	Euribor 3M	0.700%		DBRS	22/09/2020	520,000,000.00 €
	Serie B	10,300,183.20	Euribor 3M	0.950%		Moodys		
	Serie C	8,154,311.70	Euribor 3M	1.950%		Scope		
	Serie D	7,295,963.10	Fixed rate	3.500%				
	Serie E	4,291,743.00	Fixed rate	5.600%				
	Serie F	0.00	Fixed rate	6.490%				
Total		**223,170,636.00**						
F.T. PYMES MAGDALENA 4	**CLN A**	21,948,674.00	Euribor 3M	1.600%		-	23/09/2020	2,200,000,000.00 €
	CLN B	57,066,552.40	Euribor 3M	6.000%				
Total		**79,015,226.40**						
F.T.A. SCS AUTO 2021-1	**Serie A**	460,108,316.04	Euribor 3M	0.700%		DBRS	23/09/2020	575,000,000.50 €
	Serie B	30,202,260.84	Euribor 3M	0.700%		Moodys		
	Serie C	20,860,420.40	Euribor 3M	1.150%				
	Serie D	5,169,756.36	Fixed rate	2.150%				
	Serie E	5,169,756.36	Fixed rate	2.710%				
	Serie F	2,320,000.00	Fixed rate	4.580%				
Total		**523,830,510.00**						

ASSET BACKED SECURITIES								
FUNDS	**SERIES**	**PRINCIPAL OUTSTANDING PER SERIES**	**NOMINAL INTEREST**			**RATING AGENCY**	**DATE OF CONSTITUTION**	**COLLATERAL PRINCIPAL INITIAL**
F.T. RMBS PRADO VII	**Serie A**	318,786,398.74	Euribor 3M	0.700%		Moodys	10/11/2020	515,000,000.00 €
	Serie B	38,600,000.00	Euribor 3M	0.800%		Fitch		
	Serie C	33,500,000.00	Euribor 3M	0.900%		Scope		
		390,886,398.74						
CIMA Spain 2021-1 Barbanza	**Serie Unica**	13,090,587.90					19/01/2021	14,000,000.00 €
Total		**13,090,587.90**						
F.T. SANTANDER CONSUMO 4	**Serie A**	754,241,648.16	Euribor 3M	0.700%		DBRS	18/02/2021	1,500,000,000.00 €
	Serie B	62,714,106.00	Euribor 3M	1.500%		Moody's		
	Serie C	24,787,003.80	Fixed rate	2.20%				
	Serie D	28,549,850.16	Fixed rate	3.70%				
	Serie E	25,623,191.88	Fixed rate	4.90%				
	Serie F	6,000,000.00	Fixed rate	6.50%				
Total		**901,915,800.00**						
F.T. RMBS PRADO VIII	**Serie A**	295,167,885.60	Euribor 3M	0.700%		DBRS	04/05/2021	480,000,000.00 €
	Serie Z	50,000,000.00	Fixed rate	0.100%		Fitch		
	Serie B	26,400,000.00	Euribor 3M	0.800%		Scope		
	Serie C	21,600,000.00	Euribor 3M	0.900%				
		393,167,885.60						
F.T.A. RMBS SANTANDER 7	**Serie A**	3,889,298,682.00	Euribor 3M	0.040%		DBRS	12/07/2021	5,300,000,000.00 €
	Serie B	530,000,000.00	Euribor 3M	0.450%		Moody's		
	Serie C	265,000,000.00	Euribor 3M	0.550%	+ Extraordinary Interest			
Total		**4,684,298,682.00**						
F.T. PYMES MAGDALENA 5	**CLN A**	111,367,780.50	Euribor 3M	8.500%		-	13/09/2021	2,528,571,432.08 €
Total		**111,367,780.50**						
F.T.A. SCS AUTO 2021-1	**Serie A**	460,108,316.04	Euribor 3M	0.700%		DBRS	27/09/2021	575,000,000.00 €
	Serie B	30,202,260.84	Euribor 3M	0.700%		Moodys		
	Serie C	20,860,420.40	Euribor 3M	1.150%				
	Serie D	5,169,756.36	Fixed rate	2.150%				
	Serie E	5,169,756.36	Fixed rate	2.710%				
	Serie F	2,320,000.00	Fixed rate	4.580%				
Total		**523,830,510.00**						
F.T. RMBS PRADO IX	**Serie A**	366,783,449.34	Euribor 3M	0.700%		DBRS	18/10/2021	488,000,029.80 €
	Serie B	24,400,000.00	Euribor 3M	0.800%		Fitch		
	Serie C	39,000,000.00	Euribor 3M	0.900%		Scope		
Total		**430,183,449.34**						
F.T. RMBS PRADO X	**Serie A**	**448,283,800.32**	Euribor 3M	0.700%		DBRS	28/03/2022	565,000,000.00 €
	Serie B	**23,700,000.00**	Euribor 3M	0.800%		Fitch		
	Serie C	**39,600,000.00**	Euribor 3M	0.900%				
Total		**511,583,800.32**						

ASSET BACKED SECURITIES							
FUNDS	**SERIES**	**PRINCIPAL OUTSTANDING PER SERIES**	**NOMINAL INTEREST**		**RATING AGENCY**	**DATE OF CONSTITUTION**	**COLLATERAL PRINCIPAL INITIAL**
F.T. PYMES MAGDALENA 6	**CLN A**	0.00	Euribor 3M	10.650%	-	22/09/2022	2,980,000,005.19 €
Total		**0.00**					
F.T.A. SCS AUTO 2022-1	**Serie A**	572,000,000.00	Euribor 3M	0.800%	Fitch	14/11/2022	700,000,000.00 €
	Serie B	32,500,000.00	Euribor 3M	1.050%	Moodys		
	Serie C	22,500,000.00	Euribor 3M	1.800%			
	Serie D	45,000,000.00	Euribor 3M	3.500%			
	Serie E	28,000,000.00	Euribor 3M	12.000%			
	Serie F	5,600,000.00	Fixed rate	12.500%			
Total		**705,600,000.00**					
F. T. LANTANA	**Serie A**	520,428,763.80	Variable rate		-	17/11/2022	534,068,931.33 €
		520,428,763.80					
F.T. RMBS Green PRADO XI	**Serie A**	**352,800,000.00**	Euribor 3M	0.600%	DBRS	27/03/2023	490,000,052.25 €
	Serie B	**78,400,000.00**	Euribor 3M	1.000%	Fitch		
	Serie C	**26,900,000.00**	Fixed rate	2.000%			
	Serie D	**31,900,000.00**	Fixed rate	3.000%			
	TOTAL FTA	**19,118,544,434.24**					**51,486,540,451.15 €**

MORTGAGE-BACKED SECURITIES (FTH)								
FUNDS	**SERIES**	**PRINCIPAL OUTSTANDING PER SERIES**	**NOMINAL INTEREST**			**RATING AGENCY**	**DATE OF CONSTITUTION**	**COLLATERAL PRINCIPAL INITIAL**
FTH UCI 12	**Serie A**	99,310,790.08	Euribor 3M	+	0.150 %	S&P	30/05/2005	900,000,000.00 €
	Serie B	9,000,000.00	Euribor 3M	+	0.270 %			
	Serie C	23,800,000.00	Euribor 3M	+	0.600 %			
Total		**132,110,790.08 €**						
	TOTAL FTH	**132,110,790.08 €**						**900,000,000.00**

TOTAL (FTH+FTA)	**19,250,655,224.32 €**	**52,386,540,451.15 €**

6.1.4. Audit

The annual financial statements of the Management Company, for the years ended 31 December 2022 and 31 December 2021 have been audited by PRICEWATERHOUSECOOPERS AUDITORES, S.L.

6.1.5. Share Capital

Nominal amount subscribed and paid-up

The share capital of the Management Company is ONE MILLION AND FIFTY EURO (€ 1,000,050), represented by fifteen thousand (15,000) registered shares having a nominal value of SIXTY-SIX EURO AND SIXTY-SEVEN CENT (€ 66.67) each, numbered consecutively from one (1) to fifteen thousand (15,000), both inclusive, all fully subscribed and paid up.

Share classes

All the shares are of the same class and confer identical political and economic rights.

6.1.6. Legal Person

The Management Company is an entity registered with and supervised by CNMV. The governance and management of the Management Company are entrusted by its bylaws to the shareholders general meeting and to the board of directors. The powers of such bodies are those corresponding under the provisions of the Capital Companies Act and Law 5/2015.

6.1.7. Directors

The board of directors is made up of the following persons:

Chairman:	Mr. José García Cantera.
Directors:	Mr. Iñaki Reyero Arregui.
	Mr. José Antonio Soler Ramos.
	Mr. Javier Antón San Pablo.
	Mr. Oscar Burgos Izquierdo.
	Mrs. Catalina Mejía García.
	Mrs. María José Olmedilla González.
	Mrs. Cristina Álvarez Álvarez*
Secretary:	Mrs. María José Olmedilla González.

**The general meeting of shareholders approved the appointment of Mrs. Cristina Álvarez Álvarez on 27 June 2023. Notwithstanding the above, as of 11 July 2023, such appointment is pending registration with CNMV.*

General Management

The General Manager of the Management Company is Mr. Juan Carlos Berzal Valero.

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Main activities of the persons referred to in section 6.1.7 above which are performed outside of the Management Company if such activities are significant in relation to the Fund

Name	Activity performed	Relationship under which activity is performed	Company through which the activity is provided	Position or functions held or performed in relation to the Company in question	Position or functions in Banco Santander
José García Cantera	Banking	Employee	Santander Investment, SA	Chairman	General Director
			Bank Zachodni WBK, SA	Member of the Supervisory Board	
			Banco Santander (Brasil) S.A.	Board Chairman	
Javier Antón San Pablo	Banking	Employee	Santander Consumer Bank, A.S., Norway	Board Member	
			Santander Benelux, S.A.	Chairman	
			Santander Consumer Bank UK, PLC.	Board Member	
			Santander Cosnumer Finance Benelux B.V.	Member of the Supervisory Board	
Iñaki Reyero Arregui	Banking	Employee			
José Antonio Soler Ramos	Banking	Employee			General Subdirector
Oscar Burgos Izquierdo	Banking	Employee	Altamira Santander Real Estate S.A.	Board Chairman	Director
			Luir 6 S.A.U.	Board Chairman	
			SIVASA	Board member	
Catalina Mejía García	Banking	Employee	Santander Seguros y Reaseguros, compañía aseguradora S.A	Board member	Director
			Platinum Care, S.A.	Board member	
María José Olmedilla	Banking	Employee			

The persons listed in this section are not direct or indirect holders of any shares, debentures or other securities giving the holder thereof the right to acquire shares of the Management Company.

The professional address of all the persons mentioned in this section 6.1.7 is the following:

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

Juan Ignacio Luca de Tena 9-11,

28027 Madrid, Spain

LEI: 9845005A96P591A0OF75

6.1.8. Entities from which the Management Company has borrowed more than ten percent (10%)

The Management Company has not received any loan or credit facility from any person or entity.

6.1.9. Significant litigations and conflicts

As at the date of registration of this Prospectus, the Management Company is not involved in any situation of insolvency and there is no significant litigation or dispute that may affect its financial-economic situation or hereafter affect its ability to carry out the duties of management and administration of the Fund, as established in this Prospectus.

6.1.10. Economic information relating to the Management Company

The Management Company keeps its books in accordance with the General Chart of Accounts (*Plan General Contable*) approved by Royal Decree 1514/2007 of 16 November.

Information from the audited balance sheet and income statement for financial years 2020, 2021 and 2022 is provided below:

(Thousand EUR)	31/12/2022	31/12/2021	31/12/2020
Equity	5,000	5,000	5,000
Capital	1,000	1,000	1,000
Reserves	2,776	2,776	2,776
Trading results-Profit	2,740	3,248	3,288
Total Equity	7,740	8,248	8,288

The Management Company's total equity and share capital are sufficient to carry on its business as required by article 29.1 d) of Law 5/2015.

7. PRINCIPAL SHAREHOLDERS OF THE MANAGEMENT COMPANY

(a) The ownership of the shares of the Management Company is distributed among the companies listed below, with a statement of the percentage interest in the share capital of the Management Company belonging to each of them:

Shareholders	Share Capital %
SANTANDER INVESTMENT, S.A.	19%
BANCO SANTANDER, S.A.	81%

(b) Description of the nature of such control and measures taken in order to ensure that such control is not abused:

For the purposes of article 4 of the Securities Market Act, the Management Company is part of the Banco Santander group (the "**Santander Group**") in accordance with article 42 of the Commercial Code.

(c) In accordance with article 29.1.j) of Law 5/2015, the Management Company adheres to the Santander Group's general code of conduct, which can be reviewed on its website:

http://www.santander.com/csgs/Satellite/CFWCSancomQP01/es_ES/Corporativo/Accionistas-e-Inversores/Gobierno-corporativo/Codigos-de-conducta.html

(d) The Code of Conduct in the Securities Markets, which can be reviewed on Santander Group's website and on the CNMV's website:

https://www.santander.com/es/accionistas-e-inversores/gobierno-corporativo/codigo-de-conducta

https://www.santander.com/es/accionistas-e-inversores/gobierno-corporativo/codigo-de-conducta

8. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION, AND PROFITS AND LOSSES

8.1. Statement regarding the commencement of operations and financial statements of the Issuer prior to the date of the Registration Document

The Management Company declares that as at the date of registration of this Registration Document, the Fund has not yet been incorporated and, therefore, has not commenced operations, nor has drawn up any financial statements.

8.2. Historical financial information where an issuer has commenced operations and financial statements have been prepared

Not applicable.

8.2.a Historical financial information on issues of asset-backed securities having a denomination per unit of at least € 100,000

Not applicable.

8.3. Legal and arbitration proceedings

No legal or arbitration proceedings as of the date of this Prospectus.

8.4. Material adverse change in the Issuer's financial position

No material adverse change in the Issuer's financial position as of the date of this Prospectus.

9. DOCUMENTS AVAILABLE

The following documents (or a copy thereof) shall be on display during the period of validity of this Registration Document and/or throughout the life of the Fund:

(a) this Prospectus;

(b) the Deed of Incorporation of the Fund; and

(c) the Master Sale and Purchase Agreement.

A copy of all the aforementioned documents may be consulted at the website of the Management Company (https://www.santanderdetitulizacion.com).

A copy of the Prospectus will be available to the public on the website of the CNMV (www.cnmv.es) and on the website of AIAF (www.aiaf.es). Additionally, the annual and

quarterly financial information required under Article 35 of Law 5/2015 will be available on the website of CNMV (www.cnmv.es).

The Deed of Incorporation will be available to the public for physical examination at IBERCLEAR.

In accordance with Article 10.1 of Delegated Regulation (EU) 2019/979, the information on the websites included and/or referred to in this Prospectus is included solely for informational purposes, is not part of the Prospectus and has not been examined or approved by the CNMV. This statement does not apply to hyperlinks that lead to information expressly incorporated by reference.

Information and reports required under the EU Securitisation Regulation and their processes of reporting are described in section 4.2.1 (d) of the Additional Information.

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SECURITIES NOTE FOR WHOLESALE NON-EQUITY SECURITIES

(Annex 15 of the Prospectus Delegated Regulation)

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1. PERSONS RESPONSIBLE. THIRD PARTY INFORMATION, EXPERTS' REPORTS AND COMPETENT AUTHORITY APPROVAL

1.1. Persons responsible for the information contained in the Securities Note

Mr. Juan Carlos Berzal Valero, acting in his capacity of general manager of SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A., with business address at: Juan Ignacio Luca de Tena 9-11, 28027 Madrid (Spain), assumes responsibility for the information contained in this Securities Note and in the Additional Information.

Mr. Juan Carlos Berzal Valero acts in his capacity of general manager of the Management Company and exercises the powers that were expressly conferred to him for the incorporation of the Fund by the board of directors of the Management Company at its meetings held on 21 March 2022 and 20 February 2023. SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is the promoter of SANTANDER CONSUMO 5, FONDO DE TITULIZACIÓN and will be responsible for the legal management and representation thereof in accordance with article 26 of Law 5/2015.

In addition, Mr. Iñaki Reyero Arregui, acting in the name and on behalf of BANCO SANTANDER, S.A., with business address at Avenida de Cantabria, s/n, 28660 Boadilla del Monte (Madrid), as Seller, assumes responsibility for the information contained in the Securities Note and the Additional Information.

1.2. Statement granted by those responsible for the Securities Note and the Additional Information

Mr. Juan Carlos Berzal Valero, in the name and on behalf of the Management Company, states that, to the best of his knowledge, the information contained in this Securities Note and in the Additional Information is in accordance with the facts and does not omit anything likely to affect their import.

Mr. Iñaki Reyero Arregui, acting in the name and on behalf of the Seller states that, to the best of his knowledge, the information contained in this Securities Note and in the Additional Information is in accordance with the facts and does not omit anything likely to affect their import.

1.3. Statement attributed to a person as an expert

Not applicable.

1.4. Information provided by a third party

No information sourced from a third party is included in the Securities Note.

1.5. Competent authority approval

(a) This Prospectus (including this Securities Note) has been approved by the CNMV as competent authority under the Prospectus Regulation.

(b) CNMV has only approved this Prospectus (including this Securities Note) as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation.

(c) The abovementioned approval should not be considered as an endorsement of the quality of the Notes that are the subject of this Prospectus.

(d) Investors should make their own assessment as to the suitability of investing in the Notes.

2. RISK FACTORS

The risk factors specific to the Receivables and the Notes are those described in sections 1.1 and 1.2, respectively, of the document included at the beginning of this Prospectus under the heading "*RISK FACTORS*".

3. ESSENTIAL INFORMATION

3.1. Interest of the natural and legal persons involved in the issue

3.1.1. SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. (the "Management Company")

Participates as:

(a) Management Company of the Fund.

(b) administrator of the assets pooled in the Fund pursuant to Article 26.1 b) of Law 5/2015 (notwithstanding any delegation or subcontracting of such functions to the Servicer in the terms foreseen in this Prospectus);

(c) Interest Rate Swap Calculation Agent;

(d) coordinator of the relationship with the supervisory authorities and market operators; and

(e) from the Disbursement Date (exclusive), coordinator of the relationships with the Rating Agencies.

The Management Company shall be liable (together with the Originator) for the fulfilment of the disclosure obligations under article 7 of the EU Securitisation Regulation and the applicable legislation, without prejudice to the appointment of the Originator as the Reporting Entity in charge of the fulfilment of those disclosure obligations as set forth in section 4.2.1 of the Additional Information.

Additional information	
Type of company	Securitisation fund management company (*sociedad gestora de fondos de titulización*) incorporated in Spain.
Business address	Juan Ignacio Luca de Tena 9-11, 28027 Madrid (Spain).
Tax Identification Number (NIF)	A-80481419.
Registration	With the Commercial Registry of Madrid at volume 4,789, sheet 75, page m-78658, 1st entry. Likewise, it is also registered in the special register of the CNMV, under number 1.
Credit rating	Has not been assigned any credit rating by rating agencies.
LEI Code	9845005A96P591A0OF75.
Other information	A brief description of this company and of its duties is provided in section 6 of the Registration Document and section 3.7.2 of the Additional Information.

3.1.2. BANCO SANTANDER, S.A. ("Banco Santander" or the "Seller")

Banco Santander participates as:

(a) seller or originator of the Receivables to be acquired by the Fund;

(b) Servicer of the Receivables in accordance with section 3.7.1 of the Additional Information;

(c) Arranger;

(d) Joint Lead Manager under the Management, Placement and Subscription Agreement;

(e) until the Disbursement Date (inclusive), coordinator of the relationships with the Rating Agencies;

(f) Paying Agent;

(g) Account Bank;

(h) Start-Up Expenses Loan Provider;

(i) Swap Counterparty;

(j) Subscriber of the Class F Notes; and

(k) Subscriber of (i) the Class A Notes not placed among qualified investors by the Joint Lead Managers; and (ii) the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes not placed among qualified investors by Banco Santander, as Joint Lead Manager, in accordance with the provisions of the Management, Placement and Subscription Agreement.

Banco Santander shall assign to the Fund by means of an assignment the title of the underlying Receivables. Such assignment of the title to the Fund shall not be subject to severe clawback provisions in the event of the Seller's insolvency.

In its capacity as Originator, the Seller:

(a) will retain, on an on-going basis, a material net economic interest of not less than five per cent (5%) of the nominal value of each of the securitised exposures, in accordance with option (a) of article 6(3) of the EU Securitisation Regulation, as supplemented by article 5(1)(a) of the Delegated Regulation 625/2014 as described in section 3.4.3 of the Additional Information;

(b) will not change the manner in which the net economic interest is held, unless expressly permitted by article 6(3) of the EU Securitisation Regulation and the applicable legislation;

(c) will procure that any change to the manner in which such retained interest is held in accordance with paragraph (b) above will be notified to the Management Company to be disclosed in the Investors Report;

(d) shall be liable for compliance with the disclosure obligations under article 7 and articles 19 to 22 of the EU Securitisation Regulation and the applicable legislation; and

(e) has also been designated as the Reporting Entity in charge of the fulfilment of the disclosure obligations as set forth in section 4.2.1 of the Additional Information.

In its capacity as Arranger, and upon the terms set forth in article 35.1 of Royal Decree 1310/2005, it receives the mandate of the Management Company in order to direct operations concerning the design of the temporary and commercial financial conditions of the issue.

In its capacity as Joint Lead Manager, Banco Santander has agreed on a best-efforts basis and upon the satisfaction of certain conditions precedent to procure subscription for and placement of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes during the Subscription Period. Banco Santander expects to receive fees for its role as Arranger and Joint Lead Manager.

Additional information

Type of company	Credit institution incorporated in Spain.
Business address	Paseo de Pereda 9-12, 39004 Santander (Spain), and with its operational headquarters located at: Ciudad Grupo Santander, Avenida de Cantabria s/n, 28660 Boadilla del Monte, Madrid (Spain).
Tax Identification Number (NIF)	A-39000013.
Registration	It is registered with the register of the Bank of Spain under number 0049 and C.N.A.E. (Spanish National Classification of Economic Activities) no. 651.
Credit rating	The latest credit ratings made public by the rating agencies for Banco Santander are the following: - DBRS Ratings GmbH: A (high) (Long-Term Issuer Rating) and R-1 (Middle) (Short-Term Issuer Rating) (both confirmed in September 2022) with a stable outlook. - Fitch Ratings Ireland Limited.: A- (Long-Term Rating) and F2 (Short-Term Rating) (both confirmed in May 2023) with a stable outlook. - Moody's Investors Service España, S.A.: A2 (long-term) and P-1 (short-term) (both confirmed in January 2023) with a stable outlook. - S&P Global Ratings Europe Limited: A+ (long-term) and A-1 (short-term) (both confirmed in July 2022) with a stable outlook.
LEI Code	5493006QMFDDMYWIAM13.

The credit rating agencies listed above assigning ratings to Banco Santander are domiciled in the EU and have been registered and authorised by ESMA as a credit rating agency in the European Union pursuant the terms of the CRA Regulation.

3.1.3. Société Générale, S.A. ("Société Générale")

Société Générale participates as:

(a) Joint Lead Manager under the Management, Placement and Subscription Agreement.

In its capacity as Joint Lead Manager, has agreed on a best-efforts basis and upon the satisfaction of certain conditions precedent to procure subscription for and placement of the Class A Notes during the Subscription Period. Société Générale expects to receive fees for its role as Joint Lead Manager.

Additional information

Type of company	Société Générale is a licensed French credit institution supervised by the Autorité de Contrôle Prudentiel et de Résolution, controlled by the Autorité des Marchés Financiers and under the prudential supervision of the European Central Bank.
Business address	29 Boulevard Haussmann 75009 Paris (France).
Tax Identification Number (NIF)	FR 27 552 120 222.
Registration	Commercial register (RCS): Paris nº 552 120 222.
Credit rating	The latest credit ratings made public by the rating agencies for Société Générale are the following: - Rating and Investment Information, Inc. (R&I): R&I has affirmed (in July 2022) the issuer rating at A, with a stable outlook. - Fitch Ratings Ireland Limited.: A- (Long-Term Rating) and F1, both confirmed in July 2023 and with a positive outlook. - Moody's France SAS: A1 (Long-Term Rating) and P-1 (Short-Term Rating) (both confirmed in February 2023), with a stable outlook. - Standard & Poor's: A/Stable/A-1 (Issuer Credit Rating), confirmed in December 2022.
LEI Code	O2RNE8IBXP4R0TD8PU41.

The credit rating agencies listed above assigning ratings to Société Générale are domiciled in the EU and have been registered and authorised by ESMA as a credit rating agency in the European Union pursuant the terms of the CRA Regulation.

3.1.4. UNICREDIT BANK AG ("UniCredit")

UniCredit participates as:

(a) Joint Lead Manager under the Management, Placement and Subscription Agreement.

In its capacity as Joint Lead Manager, has agreed on a best-efforts basis and upon the satisfaction of certain conditions precedent to procure subscription for and placement of the Class A Notes during the Subscription Period. UniCredit expects to receive fees for its role as Joint Lead Manager.

Additional information

Type of company	UniCredit is a bank incorporated as a public company limited by shares (*aktiengesellschaft*) organised under the laws of the Federal Republic of Germany, belonging to the "*Gruppo Bancario UniCredit*".
Business address	Arabellastr, 12, 81925 Munich (Federal Republic of Germany).
Registration	UniCredit is registered with commercial register administered by the Local Court of Munich at number HR B 421 48
Credit rating	The latest credit ratings made public by the rating agencies for UniCredit are the following: - FITCH RATINGS: BBB+ (long-term) and F2 (short-term) (confirmed both in February 2023) with a stable outlook. - MOODY'S INVESTORS SERVICE: A2 (long-term) (confirmed in August 2022), with a negative outlook. - S&P GLOBAL RATINGS: BBB+ (long-term) and A-2 (short-term) (confirmed both in February 2023) with a stable outlook.
LEI Code	2ZCNRR8UK83OBTEK2170.

The credit rating agencies listed above assigning ratings to UniCredit are domiciled in the EU and have been registered and authorised by ESMA as a credit rating agency in the European Union pursuant the terms of the CRA Regulation.

3.1.5. BofA Securities Europe SA ("BofA")

BofA participates as:

(a) Joint Lead Manager under the Management, Placement and Subscription Agreement.

In its capacity as Joint Lead Manager, has agreed on a best-efforts basis and upon the satisfaction of certain conditions precedent to procure subscription for and placement of the Class A Notes during the Subscription Period. BofA expects to receive fees for its role as Joint Lead Manager.

Additional information

Type of company	BofA is a société anonyme incorporated under the laws of France, licensed in France as a credit institution (établissement de crédit) by the Autorité de Contrôle Prudentiel et de Résolution.
Business address	51, rue La Boétie, 75008 Paris (France).
Registration	BofA is registered with the Paris Commercial Registry (Registre du Commerce et des Sociétés de Paris) under number 842 602 690.
Credit rating	The latest credit ratings made public by the rating agencies for BofA are the following: - FITCH RATINGS: AA (long-term) and F1+ (short-term) (confirmed both in September 2022) with a stable outlook. - STANDARD & POOR'S: A+ (long-term) and A-1 (short-term) (both confirmed in March 2023), with a stable outlook.
LEI Code	549300FH0WJAPEHTIQ77.

The credit rating agencies listed above assigning ratings to BofA are domiciled in the EU and have been registered and authorised by ESMA as a credit rating agency in the European Union pursuant the terms of the CRA Regulation.

3.1.6. Moody's Investors Service España, S.A. ("Moody's")

Moody's participates as credit rating agency for the Rated Notes, i.e.:

(a) Class A Notes;

(b) Class B Notes;

(c) Class C Notes; and

(d) Class D Notes.

Additional information

Business address	Calle Príncipe de Vergara, 131, 6th floor, 28002 Madrid (Spain).
ESMA registration	Registered and authorised by ESMA on 31 October 2011 as a credit rating agency in the European Union pursuant to the terms of the CRA Regulation.
LEI Code	5493005X59ILY4BGJK90.

3.1.7. Fitch Ratings Ireland Spanish Branch, Sucursal en España ("Fitch")

Fitch participates as credit rating agency for the Rated Notes, i.e.:

(a) Class A Notes;

(b) Class B Notes;

(c) Class C Notes; and

(d) Class D Notes.

Additional information

Business address	Avenida Diagonal, 601 2., 08014 Barcelona.
ESMA registration	Registered and authorised by ESMA on 31 October 2011 as a credit rating agency in the European Union pursuant to the terms of the CRA Regulation.
LEI Code	213800RENFIIODKETE60.

3.1.8. DELOITTE, S.L. ("Deloitte")

Deloitte participates as:

(a) independent company for the verification of a series of attributes of the assignable portfolio of Loans of the Fund and the fulfilment of the Eligibility Criteria, for the purposes of complying with the provisions of EU Securitisation Regulation; and

(b) in addition, has verified the accuracy of the data disclosed in the stratification tables included in section 2.2.2.2 of the Additional Information, and the CPR tables included in section 4.10 of the Securities Note (the "**Special Securitisation Report on the Preliminary Portfolio**").

Additional information

Type of company	Limited liability company incorporated in Spain.
Business address	Plaza Pablo Ruiz Picasso 1 (Torre Picasso), 28020, Madrid (Spain).
Tax Identification Number (NIF)	B-79104469.
Registration	With the Commercial Registry of Madrid at volume 9418, book 8172, sheet 88021- 1, page 163, 1st entry.

3.1.9. PricewaterhouseCoopers Auditores, S.L. ("PwC")

PwC participates as:

(a) auditor of the Fund.

Additional information	
Type of company	Limited liability company incorporated in Spain.
Business address	Paseo de la Castellana 259, Madrid (Spain).
Tax Identification Number (NIF)	B-79031290.
Registration	With the Commercial Registry of Madrid at volume 9.267, Section 8.054, sheet 75, page M-87.250, 1st entry. Likewise, it is also registered with the Official Register of Auditors of Accounts (R.O.A.C.) under the number S0242.

3.1.10. Cuatrecasas, Gonçalves Pereira S.L.P. ("Cuatrecasas")

Cuatrecasas participates as:

(a) legal adviser in respect of the transaction structure and the tax regime of the Fund established in section 4.5.4 of the Registration Document; and

(b) issues the legal opinion required under article 20.1 of the EU Securitisation Regulation.

Additional information	
Business address	Paseo de Gracia, 111 – 08008 Barcelona (Spain).
Tax Identification Number (NIF)	B-59942110.
Registration	Limited liability professional company incorporated in Spain, with Tax Identification Number B-59942110, registered office at Paseo de Gracia, 111 - 08008 Barcelona and registered in the Commercial Registry of Barcelona at Volume 40,693, folio 168, sheet number B-23,850.

3.1.11. J&A Garrigues, S.L.P. ("Garrigues")

Garrigues participates as:

(a) as legal advisor of the Arranger and the Joint Lead Managers and has reviewed the Prospectus and the structure of the transaction for the benefit of the Arranger and the Joint Lead Managers.

Additional information	
Business address	Calle Hermosilla, 3, 28001, Madrid (Spain)
Tax Identification Number (NIF)	B81709081

3.1.12. PRIME COLLATERALISED SECURITIES (PCS) EU SAS ("PCS" or the "Third Party Verification Agent (STS)")

PCS has been appointed to:

(a) act as a verification agent authorised under article 28 of the EU Securitisation Regulation, in connection with the STS Verification; and

(b) prepare an assessment of compliance of the Notes with the relevant provisions of article 243 and article 270 of Regulation (EU) No. 575/2013 of the European Parliament and of the Council, of 26 June 2013, on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012 ("**CRR Regulation**") (the "**CRR Assessment**" and together with the STS Verification, the "**PCS Assessments**").

Additional information	
Business address	4 Place del´Opéra, Paris, 75002.
Registration	Has obtained authorisation as a third-party verification agent as contemplated in article 28 of EU Securitisation Regulation.
NCA	French Autorité des Marchés Financiers

3.1.13. Intex Solutions, Inc. ("INTEX")

INTEX shall:

(a) provide a cash flow model in compliance with article 22.3 of the EU Securitisation Regulation.

Additional information	
Business address	41 Lothbury Street, London EC2R 7HG.

3.1.14. BLOOMBERG FINANCE LP ("Bloomberg")

Bloomberg shall:

(a) provide a cash flow model in compliance with article 22.3 of the EU Securitisation Regulation.

Additional information	
Business address	731 Lexington Avenue New York, NY 10022 United States

3.1.15. EuropeanDataWarehouse ("EDW")

EDW is a company created with the support of the European Central Bank, founded and governed by market participants. It operates as a service company to respond to the need to providing information to investors in asset-backed securities.

Additional information	
Business address	Cronbert, Platz 2, 60593 Frankfurt am Main (Germany).
Tax Identification Number	045 232 57900.
LEI Code	529900IUR3CZBV87LI37.
Regulatory registration	Registered by ESMA as securitisation repository with effects from 30 June 2021.

EDW has been appointed by the Management Company, on behalf of the Fund, as EU Securitisation Repository to satisfy the reporting obligations under articles 7 and 22 of the EU Securitisation Regulation.

"**EU Securitisation Repository**" means European Datawarehouse GmbH appointed by the Management Company, on behalf of the Fund, as ESMA-registered securitisation repository, or its substitute, successor or replacement that is registered with ESMA under the EU Securitisation Regulation.

3.1.16. Additional Information

For the purposes of article 4 of the Securities Markets Act:

(a) Banco Santander, S.A., and Santander de Titulización, S.G.F.T., S.A. form part of the Santander Group.

There is no knowledge of the existence of any other relationship involving direct or indirect ownership or control between the aforementioned legal persons that participate in the securitisation transaction.

In addition, it should be noted that certain parties to the transaction have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Fund, the Seller or its affiliates and the Management Company in the ordinary course of business. Other parties to the transaction may also perform multiple roles. Accordingly, conflicts of interest may exist or may arise as a result of parties having previously engaged or in the future engaging in transactions with other parties, having multiple roles or carrying

out other transactions for third parties. The parties to the transaction may be replaced by one or more new parties. It cannot be excluded that such a new party could also have a potential conflicting interest, which might ultimately have a negative impact on the ability of the Fund to perform its obligations in respect of the Notes.

In particular, the Arranger and the Joint Lead Managers are part of global investment banking and securities and investment management firms that provide a wide range of financial services to a substantial and diversified client base that includes corporations, financial institutions, governments and high-net-worth individuals. As such, they actively make markets in and trade financial instruments for their own account and for the accounts of customers in the ordinary course of its business.

The Arranger and the Joint Lead Managers and their affiliates may play various roles in relation to the Notes. To the maximum extent permitted by applicable law, the duties of the Arranger, the Joint Lead Managers and/or their affiliates in respect of the Notes are limited to the relevant contractual obligations set out in the Transaction Documents (if any) and, in particular, no advisory or fiduciary duty is owed to any person. None of the Arranger, the Joint Lead Managers or their affiliates shall have any obligation to account to the Fund, any party to the Transaction or any Noteholder for any profit as a result of any other business that it may conduct with either the Fund or any party to the transaction.

The Arranger and the Joint Lead Managers may assist clients and counterparties in transactions related to the Notes (including assisting clients in future purchases and sales of the Notes and hedging transactions). The Arranger and the Joint Lead Managers expect to earn fees and other revenues from these transactions.

Nothing in the Transaction Documents shall prevent any party to the Transaction from rendering services similar to those provided for in the Transaction Documents to other persons, firms or companies or from carrying on any business similar to or in competition with the business of any party to the transaction.

Accordingly, conflicts of interest may exist or may arise as a result of parties to this transaction: (i) having previously engaged or in the future engaging in transactions with other parties to the transaction; (ii) having multiple roles in this transaction; and/or (iii) carrying out other roles or transactions for third parties.

To the maximum extent permitted by applicable law, none of the Arranger, the Joint Lead Managers and/or their affiliates are restricted from entering into, performing or enforcing its rights in respect of the Transaction Documents, the Notes, or the interests described above and may otherwise continue or take steps to further or protect any of those interests and its business even where to do so may be in conflict with the interests of Noteholders, and in so doing may act in its own commercial interests and without notice to, and without regard to, the interests of any such person.

3.2. The use and estimated net amount of the proceeds

The net amount of the proceeds from the issue of the Notes is EIGHT HUNDRED AND SIXTEEN MILLION EUROS (€ 816,000,000), which will be distributed as follows:

(a) the proceeds of the issuance of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be used by the Fund to pay the purchase price of the Initial Receivables and the Pre-Hedge Novation Amount; and

(b) the proceeds of the issuance of the Class F Notes will be used to fund the Reserve Fund up to an amount equal to the Initial Reserve Fund.

4. INFORMATION CONCERNING THE SECURITIES TO BE ADMITTED TO TRADING

4.1. Total amount of the securities being admitted to trading

The total proceeds of the Notes issued amounts to EIGHT HUNDRED AND SIXTEEN MILLION EUROS (€ 816,000,000) represented by EIGHT THOUSAND, ONE HUNDRED AND SIXTY (8,160) Notes each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), distributed in six (6) classes of Notes (Class A, Class B, Class C, Class D, Class E and Class F), as indicated in section 4.2 below.

4.2. Description of the type and the class of the securities being offered and admitted to trading and ISIN. Note Issue Price and Underwriting and Placement of the Notes. Description of the type and class of the securities

4.2.1. Description of the type and the class of the securities being admitted to trading and ISIN

The Notes are negotiable fixed-income securities with an explicit yield and are subject to the rules established in the Securities Market Act and its developing regulations and are issued pursuant to Law 5/2015.

The Notes are redeemable through early redemption or upon final maturity, and will be distributed as follows:

(a) Class A, with ISIN code ES0305715007, having a total nominal amount of SIX HUNDRED AND FORTY MILLION EUROS (€ 640,000,000), made up of SIX THOUSAND FOUR HUNDRED (6,400) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the "**Class A**" or "**Class A Notes**");

(b) Class B, with ISIN code ES0305715015, having a total nominal amount of FORTY-THREE MILLION, TWO HUNDRED THOUSAND EUROS (€ 43,200,000), made up of FOUR HUNDRED AND THIRTY-TWO (432) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the "**Class B**" or "**Class B Notes**");

(c) Class C, with ISIN code ES0305715023, having a total nominal amount of THIRTY-FIVE MILLION, SIX HUNDRED THOUSAND EUROS (€ 35,600,000), made up of THREE HUNDRED AND FIFTY-SIX (356) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the "**Class C**" or "**Class C Notes**");

(d) Class D, with ISIN code ES0305715031, having a total nominal amount of THIRTY MILLION, EIGHT HUNDRED THOUSAND EUROS (€ 30,800,000), made up of THREE HUNDRED AND EIGHT (308) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the "**Class D**" or "**Class D Notes**");

(e) Class E, with ISIN code ES0305715049, having a total nominal amount of FIFTY MILLION, FOUR HUNDRED THOUSAND EUROS (€ 50,400,000), made up of FIVE HUNDRED AND FOUR (504) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book-entries (the "**Class E**" or "**Class E Notes**"); and

(f) Class F, with ISIN code ES0305715056, having a total nominal amount of SIXTEEN MILLION EUROS (€ 16,000,000), made up of ONE HUNDRED AND SIXTY (160) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the "**Class F**" or "**Class F Notes**").

4.2.2. Note Issue price

The issue price of each Class A Note, Class B Note, Class C Note, Class D Note, Class E Note and Class F Note shall be at par, equal to ONE HUNDRED THOUSAND EUROS (€ 100,000.00) per Note, free of taxes and subscription costs for the subscribers.

The expenses and taxes arising from the Notes issue shall be borne by the Fund.

4.2.3. Underwriting and Placement of the Notes

The Management Company, in the name and on behalf of the Fund, shall enter into a management, placement and subscription agreement on the Date of Incorporation with (i) Banco Santander as Arranger, Joint Lead Manager and Seller; and (ii) Société Générale, UniCredit and BofA, as Joint Lead Managers (the "**Management, Placement and Subscription Agreement**").

In accordance with the Management, Placement and Subscription Agreement:

(a) The Joint Lead Managers will, on a joint and several (*solidariamente*) and best-efforts basis and upon the satisfaction of the conditions precedent, procure subscription for and place the Class A Notes during the Subscription Period with qualified investors (for the purposes of article 2(e) of the Prospectus Regulation);

Notwithstanding the above, the Joint Lead Managers (or any entity belonging to the group of each Joint Lead Manager, as the case may be) may subscribe for and purchase Class A Notes during the Subscription Period, without the foregoing implying in any way an underwriting commitment by the Joint Lead Managers.

(b) Banco Santander, as Joint Lead Manager, will, on a best-efforts basis and upon the satisfaction of the conditions precedent, procure subscription for and place the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes during the Subscription Period with qualified investors (for the purposes of article 2(e) of the Prospectus Regulation); and

(c) The Seller will subscribe:

(i) the Class F Notes;

(ii) the Class A Notes not placed among qualified investors by the Joint Lead Managers; and

(iii) the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes not placed among qualified investors by Banco Santander, as Joint Lead Manager.

The Seller will receive no fee in consideration thereof.

Without prejudice to the obligation of Banco Santander, as Seller, set out in paragraph (c) above, no additional underwriting commitment by the Joint Lead Managers is agreed in the Management, Placement and Subscription Agreement.

The Joint Lead Managers may give a termination notice to the Seller and the Management Company at any time prior to the disbursement of the Notes upon occurrence of any of the following termination events:

(a) **Breach of obligations**: any of the conditions precedent established in the Management, Placement and Subscription Agreement have not been met when

applicable pursuant to its terms or any party (other than the Joint Lead Managers) fails to perform any of its obligations under the Management, Placement and Subscription Agreement; in particular, in case that the Seller elects not to, or otherwise fails to:

(i) subscribe for and purchase the Class F Notes; or

(ii) subscribe for and purchase any remaining Class A Notes that the Joint Lead Managers have not procured subscription for; or

(iii) subscribe for and purchase any remaining Class B Notes, Class C Notes, Class D Notes and Class E Notes that Banco Santander have not procured subscription for;

in all cases by the end of the relevant time limit.

(b) **Force majeure**: since the date of the Management, Placement and Subscription Agreement there has been, in the reasonable opinion of the Joint Lead Managers in consultation with the Management Company, an event that could not be foreseen or, even if foreseen, is inevitable rendering it impossible to perform the subscription or disbursement of the Notes or the success of the placement of the Notes pursuant to article 1,105 of the Spanish Civil Code (*force majeure*).

The Subscription Period will start at 9.00 a.m. CET on the Disbursement Date (i.e., 21 July 2023) and will end on the same day at 12.00 p.m. CET.

4.2.4. Selling Restrictions

The distribution of this Prospectus and the offer, sale and delivery of the Notes in certain jurisdictions may be restricted by law and by the Transaction Documents, in particular, as provided for by the Management, Placement and Subscription Agreement. Persons into whose possession this Prospectus (or any part of it) comes are required by the Fund to inform themselves about, and to observe, any such restrictions. Neither this Prospectus nor any part of it constitutes an offer or may be used for the purpose of an offer to sell any of the Notes, or a solicitation of an offer to buy any of the Notes, by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful.

This Prospectus is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Fund, the Management Company, the Arranger or the Joint Lead Managers that any recipient of this Prospectus should purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the Loan portfolio and of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Fund.

To the fullest extent permitted by law, neither the Arranger nor any Joint Lead Manager accepts any responsibility whatsoever for the contents of this Prospectus or for any other statement, made or purported to be made by the Arranger or the Joint Lead Managers or on their behalf, in connection with the Fund, the Seller, any other transaction party or the issue and offering of the Notes. Each of the Arranger and the Joint Lead Managers accordingly disclaims all and any liability, whether arising in tort or contract or otherwise, which it might otherwise have in respect of this Prospectus or any such statement.

The Notes may not be offered or sold directly or indirectly, and neither this Prospectus nor any other prospectus, form of application, advertisement, other offering material or other information relating to the Fund or the Notes may be issued, distributed or published in any country or jurisdiction, except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations.

The Notes have not been, and will not be, registered under the United States Securities Act or the "blue sky" laws of any state of the U.S. or other jurisdiction and the securities, may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the United States Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the United States Securities Act and applicable state or local securities laws. The Notes are in dematerialised form and are subject to U.S. tax law requirements. The Notes are being offered for sale outside the United States in accordance with Regulation S under the United States Securities Act. Neither the United States Securities and Exchange Commission, nor any state securities commission or any other regulatory authority, has approved or disapproved the Notes or determined that this Prospectus is truthful or complete. Any representation to the contrary is a criminal offence.

Neither the Arranger nor the Joint Lead Managers nor any of their affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Date of Incorporation or at any time in the future. Investors should consult their own advisers as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

4.2.5. Volcker Rule

Under "*the Volcker Rule*", U.S. banks, non-U.S. banks with U.S. branches or agencies, companies that control U.S. banks, and their U.S. and non-U.S. affiliates (collectively, the "*Relevant Banking Entities*" as defined under the Volcker Rule) are prohibited from, *inter alia*, acquiring or retaining any ownership interest in, or acting as sponsor in respect of, certain investment entities referred to in the Volcker Rule as covered funds, except as may be permitted by an applicable exclusion or exception from the Volcker Rule. In addition, in certain circumstances, the Volcker Rule restricts Relevant Banking Entities from entering into certain credit exposure related transactions with covered funds.

Neither the Issuer nor the Arranger nor any Joint Lead Manager nor the Management Company has made any determination as to whether the Issuer would be a "*covered fund*" for purposes of the Volcker Rule. If the Issuer were considered a "*covered fund*", the price and liquidity of the market for the Notes may be materially and adversely affected.

There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving including through revisions of the Volcker Rule that became effective on 1 October 2020. The Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes. Any entity that is a "*Relevant Banking Entity*" and is considering an investment in the Notes should consider the potential impact of the Volcker Rule, including the recent revisions, in respect of such investment and on its portfolio generally. Each purchaser must determine for itself whether it is a Relevant Banking Entity. Neither the Issuer nor the Arranger nor the Management Company nor any Joint Lead Manager makes any representation regarding the ability of any purchaser to acquire or hold the Notes, now or at any time in the future.

4.3. Legislation under which the securities have been created

The Notes are issued in accordance with the laws of Spain, and particularly in accordance with the legal provisions set forth in:

(a) Law 5/2015 and implementing provisions;

(b) the Securities Market Act;

(c) Article 76 of Royal Legislative Decree 4/2015, of 23 October, approving the revised text of the Securities Market Act, as applicable until the entry into force of Article 63 of the Securities Market Act;

(d) Royal Decree 1310/2005;

(e) Royal Decree 878/2015; and

(f) any such other legal and regulatory provisions as may be in force and applicable from time to time.

In addition, the requirements set out in the EU Securitisation Regulation shall apply to the Fund and the Notes.

This Securities Note has been prepared in accordance with the Prospectus Regulation following the Annex 15 of the Prospectus Delegated Regulation.

The Deed of Incorporation, the Notes and the agreements relating to transactions for hedging financial risks and provision of services to the Issuer shall be subject to Spanish Law and shall be governed by and construed in accordance with the laws of Spain, except for the Interest Rate Swap Agreement which shall be subject to Irish Law.

4.4. Indication as to whether the securities are in registered or bearer form and whether the securities are in certificated or book-entry form

The Notes will be exclusively represented by book-entries (*anotaciones en cuenta*) in accordance with the provisions of Law 5/2015 and Royal Decree 878/2015. The Notes will be created as such by virtue of their corresponding book-entry and will be made out to the bearer. The Deed of Incorporation shall have the effects provided for in article 7 of the Securities Market Act.

In accordance with article 7 of the Securities Market Law, the denomination, number of units, nominal value and other characteristics and conditions of the Notes represented in book-entry form are those included in the Deed of Incorporation and this Prospectus.

The Noteholders will be identified as such (for their own account or that of third parties) as recorded in the book-entry register maintained by IBERCLEAR (and its participant entities), with a registered office in Madrid, at Plaza de la Lealtad 1, 28014, which has been appointed as the entity in charge of the book-entry registry *(entidad encargada del registro contable)* of the Notes.

For these purposes, "**Noteholders**" or "**Holders**" means any and all holders of any of the Notes in accordance with the applicable laws and regulations (including, without limitation, Royal Decree 878/2015 and the relevant regulations of IBERCLEAR).

Clearing and settlement of the Notes will be performed in accordance with the rules of operation that are or may hereafter be established by IBERCLEAR regarding securities admitted to trading in the AIAF FIXED-INCOME MARKET ("**AIAF**") and represented by the book-entries, which may apply from time to time.

4.5. Currency of the issue

The Notes will be denominated in EUROS.

4.6. The relative seniority of the securities in the issuer's capital structure in the event of insolvency, including, where applicable, information on the level of subordination of the securities and the potential impact on the investment in the event of a resolution under BRRD

4.6.1. Order of priority of securities and extent of subordination

Interest

In accordance with the Pre-Enforcement Priority of Payments described in section 3.4.7.2 of the Additional Information:

(a) The Class B Notes interest payment is deferred with respect to the Class A Notes interest payment.

(b) The Class C Notes interest payment is in turn deferred with respect to the Class A Notes and the Class B Notes interest payments.

(c) The Class D Notes interest payment is in turn deferred with respect to the Class A Notes, the Class B Notes and Class C Notes interest payments.

(d) The Class E Notes interest payment is in turn deferred with respect to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes interest payments.

(e) The Class F Notes interest payment is in turn deferred with respect to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes interest payments.

Principal redemption

(a) According to section 3.4.7 of the Additional Information, the principal redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be on a pro-rata basis during the Pro-Rata Redemption Period and, if applicable, during the Revolving Period.

(b) During the Sequential Redemption Period, as described in section 3.4.7 of the Additional Information, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will cease to redeem on a pro-rata basis and will switch to redemption on a sequential basis until the liquidation of the Fund. There is however no assurance whatsoever that the subordination rules shall protect Noteholders from the risk of loss.

(c) The Class F Notes will be redeemed in the Class F Notes Target Amortisation Amount according to section 3.4.7 of the Additional Information.

(d) Upon liquidation of the Fund, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes will also be redeemed on a sequential basis in accordance with section 3.4.7 of the Additional Information.

(remainder of page left intentionally blank).

4.6.2. Summary of the priority of the payment of interest on the Notes in the priority of payments of the Fund

Interest	Place in the application of Available Funds in the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information.	Place in the application of the Post-Enforcement Available Funds in the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information.
Class A	4th	4th
Class B	5th	6th
Class C	*6th*	8th
Class D	*7th*	10th
Class E	*No Class E and Class F Notes Interest Deferral Trigger*: 8th *Class E and Class F Notes Interest Deferral Trigger*: 12th (provided that Class E Notes is not the Most Senior Class of Notes)	12th
Class F	*No Class E and Class F Notes Interest Deferral Trigger and the Required Level of the Reserve Fund is higher than 0*: 10th *Class E and Class F Notes Interest Deferral Trigger*: 13th (provided that Class F Notes is not the Most Senior Class of Notes) *Required Level of the Reserve Fund is equal to 0*: 13th	14th

Special consideration regarding interest payments of the Class E Notes and the Class F Notes

Interest payments of the Class E Notes and the Class F Notes are placed eighth (8th) and tenth (10th) in the Pre-Enforcement Priority of Payments, respectively. However:

(a) With respect to the Class E Notes: upon the occurrence of a Class E and Class F Notes Interest Deferral Trigger, interest payments of the Class E Notes would be deferred and therefore would be placed twelfth (12th) in the Pre-Enforcement Priority of Payments, provided that Class E Notes is not the Most Senior Class of Notes.

(b) With respect to the Class F Notes:

(i) upon the occurrence of a Class E and Class F Notes Interest Deferral Trigger, provided that Class F Notes is not the Most Senior Class of Notes; or

(ii) If the Required Level of the Reserve Fund is equal to 0,

interest payments of the Class F Notes would be deferred and therefore would be placed thirteenth (13th) in the Pre-Enforcement Priority of Payments.

For these purposes, "**Class E and Class F Notes Interest Deferral Trigger**" means a Cumulative Default Ratio higher than 3.50%.

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4.6.3. Summary of the priority of the payments of principal on the Notes in the priority of payments of the Fund

Pre-Enforcement Priority of Payments

(i) During the Revolving Period

The Revolving Period Principal Target Redemption Amount occupies the eleventh (11th) place in the Pre-Enforcement Priority of Payments.

The "**Revolving Period Principal Target Redemption Amount**" means an amount equal to the minimum of

(a) the positive difference on that Determination Date immediately preceding the relevant Payment Date between:

(i) the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, and the Class E Notes, minus

(ii) the aggregate of the Outstanding Balance of the Receivables on the Determination Date, and

(b) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the tenth (10th) place as provided in section 3.4.7.2 (ii) of the Additional Information.

As set forth in section 3.4.7.2 (ii) of the Additional Information, the Revolving Period Principal Target Redemption Amount shall be applied to:

(1) in the first place, to pay the Acquisition Amount of the Additional Receivables, provided that the Seller has offered sufficient Additional Receivables (complying with the Eligibility Criteria) to be assigned to the Fund;

(2) in the second place, to redeem on a pro-rata basis the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

The Class F Notes shall be redeemed on each Payment Date in an amount equal to the Class F Notes Target Amortisation Amount in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information. Once Class F Notes are fully redeemed, the subordination of such Class F will no longer apply.

(ii) Once the Revolving Period has ended or has been terminated:

During the Pro-Rata Redemption Period

In the absence of a Subordination Event, to the extent there are sufficient Available Funds, redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be pro-rata in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information. This redemption will be made in an amount equal to the Pro-Rata Redemption Amount.

The Class F Notes shall be redeemed on each Payment Date in an amount equal to the Class F Notes Target Amortisation Amount in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information. Once

Class F Notes are fully redeemed, the subordination of such Class F will no longer apply.

During the Pro-Rata Redemption Period, redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes holds the eleventh (11^{th}) place in the Pre-Enforcement Priority of Payments.

For the purposes of this section:

The "**Pro-Rata Redemption Amount**" means for each relevant Class of Notes, an amount equal to the Principal Target Redemption Amount multiplied by the Pro-Rata Redemption Ratio of each relevant Class of Notes.

The "**Principal Target Redemption Amount**" means an amount equal to the minimum of:

(a) the difference on that Determination Date immediately preceding the relevant Payment Date between:

  (i) the Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes, minus

  (ii) the aggregate of the Outstanding Balance of the Non-Defaulted Receivables on the Determination Date, and

(b) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the tenth (10^{th}) place as provided in section 3.4.7.2 (ii) of the Additional Information.

The "**Pro-Rata Redemption Ratio**" means, for each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the percentage that results from the following ratio:

(a) the Principal Amount Outstanding of the relevant Class of Notes,

(b) divided by the sum of the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes,

and calculated for each Interest Accrual Period using the Principal Amount Outstanding before the application of the Pre-Enforcement Priority of Payments.

"**Cumulative Default Ratio**" means the aggregate Outstanding Balance of the Defaulted Receivables (at the time the Receivable is considered as Defaulted Receivable) divided by the sum of: (i) Outstanding Balance of the Initial Receivables on the Date of Incorporation, and (ii) Outstanding Balance of the Additional Receivables on the date of their respective assignment.

"**Defaulted Receivable(s)**" means, at any time, the Receivables arising from Loans in respect of which: (i) there is any material credit obligation (including any amount of principal, interest or fee) which exceeds the Materiality Threshold and is past due more than ninety (90) consecutive calendar days; or (ii) the Servicer, in accordance with the Servicing Policies, considers that the relevant Borrower is unlikely to pay the instalments under the Loans as they fall due.

"**Materiality Threshold**" means any amount which exceeds the materiality thresholds set in accordance with Article 178(2)(d) of Regulation (EU) No 575/2013, as amended.

For the avoidance of doubt, any technical past due situations shall not be considered as defaults.

"**Class F Notes Target Amortisation Amount**" means an amount equal to the minimum of:

(a) (i) ten per cent (10%) of the initial balance of the Class F Notes plus (ii) any unpaid amounts under (i) on previous Payment Dates; and

(b) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the thirteenth (13th) place.

During the Sequential Redemption Period

Upon the occurrence of a Subordination Event during the Sequential Redemption Period, redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be sequential in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information, and the Principal Target Redemption Amount shall be applied on each Payment Date as follows:

(1) To redeem the principal of the Class A Notes until redeemed in full.

(2) Once the Class A Notes have been redeemed in full, to redeem the principal of the Class B Notes until redeemed in full.

(3) Once the Class B Notes have been redeemed in full, to redeem the principal of the Class C Notes until redeemed in full.

(4) Once the Class C Notes have been redeemed in full, to redeem the principal of the Class D Notes until redeemed in full.

(5) Once the Class D Notes have been redeemed in full, to redeem the principal of the Class E Notes until redeemed in full.

The Class F Notes shall be redeemed on each Payment Date in an amount equal to the Class F Notes Target Amortisation Amount in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information. Once the Class F Notes are fully redeemed, the subordination of such Class F will no longer apply.

Post-Enforcement Priority of Payments

In the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information:

(a) Class A Notes principal redemption holds the fifth (5th) place;

(b) Class B Notes principal redemption holds the seventh (7th) place;

(c) Class C Notes principal redemption holds the ninth (9th) place;

(d) Class D Notes principal redemption holds the eleventh (11th) place;

(e) Class E Notes principal redemption holds the thirteenth (13th) place; and

(f) Class F Notes principal redemption holds the fifteenth (15th) place.

4.6.4. Potential impact on the investment in the event of a resolution under BRRD

Directive 2014/59/EU, of May 15 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council ("**BRRD**") does not apply to the Fund, as Issuer of the Notes.

4.7. Description of the rights, including any limitations of these, attached to the securities and procedure for the exercise of said rights

Pursuant to current legislation in force, the Notes described in this Securities Note do not create any present and/or future political rights for the investor acquiring them in relation to the Fund or its Management Company. This is consistent with the nature of a «FONDO DE TITULIZACIÓN» as a separate estate (*patrimonio separado*) devoid of legal personality.

The economic rights of the investor associated with the acquisition and holding of the Notes will be those deriving from the interest rates, yields and redemption prices with which the Notes are issued as set forth in sections 4.8 and 4.9 below.

The Noteholders are subject, with respect to the payment of interest and principal repayment of the Notes, to the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, set forth in sections 3.4.7.2 and 3.4.7.3 of the Additional Information, respectively.

The Noteholders will have no recourse against the Management Company, other than for non-performance of its duties or non-compliance with the provisions of the Deed of Incorporation, the rest of the Transaction Documents and the applicable laws and regulations. In this regard, Noteholders will have no recourse whatsoever against the Fund or the Management Company based on (i) delinquency or prepayment of the Receivables; (ii) non-fulfilment by the counterparties of the Transaction Documents entered in the name and on behalf of the Fund; or (iii) shortfall of the credit enhancements to cover the payments of the Notes.

The Noteholders shall have no actions against the Borrowers that have failed to comply with their payment obligations under the Loans. Pursuant to applicable law, the Management Company is the only authorised representative of the Fund as regards third parties and in any legal proceedings (without prejudice to any rights of representation that may be granted by the Management Company to third parties).

In addition to the Seller´s responsibilities assumed for the information contained in the Securities Note and the Additional Information under this Prospectus, the Transaction Documents comprehend obligations for the Seller and for the other participating entities to such Transaction Documents to which each of them is a party.

Each of the Noteholders by purchasing or subscribing the Notes agrees with the Fund that:

(a) sums payable to each Noteholder in respect of the Fund's obligations to such Noteholder shall be limited to the lesser of (i) the aggregate amount of all sums due and payable to such Noteholder and (ii) the aggregate amounts of the Available Funds, net of any sums which are payable to other persons in priority to or *pari passu* with such Noteholder in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, set forth in sections 3.4.7.2 and 3.4.7.3 of the Additional Information, respectively;

(b) upon liquidation of the Fund following final distribution of the Available Funds, the Noteholders shall have no further claim against the Fund in respect of any unpaid amounts and such unpaid amounts shall be discharged in full;

(c) none of the Management Company, the Arranger, any Joint Lead Manager and any other transaction parties shall be responsible for any of the Fund's liabilities;

(d) in particular, the Noteholders shall not have any right of action against the Management Company other than by reason of non-performance of its duties or non-compliance with the provisions of the Deed of Incorporation and the applicable laws and regulations; and

(e) no meeting of creditors (*junta de acreedores*) will be established.

Various potential and actual conflicts of interest may arise between the interests of the Noteholders, on the one hand, and the interests of any of the transaction parties, on the other hand, as a result of the various businesses and activities of the transaction parties, and none of such persons is required to resolve such conflicts of interest in favour of the Noteholders except for the obligations legally vested on the Management Company, who, pursuant to article 26.1.f) of Law 5/2015 has in place procedural and organisational measures to prevent potential conflicts of interests.

The Management Company will be liable to the Noteholders and other creditors of the Fund for all damages caused thereto by a breach of its obligations. It will be liable for the penalties applicable thereto pursuant to the provisions of Law 5/2015.

All matters, disputes, actions and claims concerning the Fund or the Notes issued and that may arise during the operation or liquidation thereof, whether among the Noteholders or between the Noteholders and the Management Company, will be submitted to the courts of the city of Madrid, waiving any other forum to which the parties may be entitled.

4.8. Nominal interest rate and provisions relating to interest payable

4.8.1. Nominal interest

The Notes, shall accrue, from the Disbursement Date until their full redemption, floating nominal interest on its Principal Amount Outstanding (the "**Interest Rate**").

The Interest Rate shall be payable quarterly on each Payment Date (as defined below), according to the ranking established in the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as the case may be, provided in each case that the Fund has sufficient Available Funds or Post-Enforcement Available Funds, as applicable.

Any interest due 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.

4.8.2. Interest accrual periods

The term of the issue of the Notes will be divided into successive interest accrual periods comprising the days elapsed between each Payment Date (each an "**Interest Accrual Period**"). Each Interest Accrual Period will begin on (and including) the previous Payment Date and end on (but excluding) the final Payment Date of each Interest Accrual Period. Exceptionally:

(a) the first Interest Accrual Period will have a duration larger than three months, beginning on the Disbursement Date (inclusive) and ending on the First Payment Date (not included) (the "**Initial Interest Accrual Period**"); and

(b) the last Interest Accrual Period will begin on the last Payment Date prior to liquidation of the Fund (inclusive) and will end on the Notes Maturity Date (not included).

4.8.3. Interest rate

The Interest Rate for each Interest Accrual Period will be:

(a) in respect of the Class A Notes, a floating rate equal to the Reference Rate plus a margin of 0.85% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero) (the "**Class A Interest Rate**");

(b) in respect of the Class B Notes, a floating rate equal to the Reference Rate plus a margin of 1.60% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero) (the "**Class B Interest Rate**");

(c) in respect of the Class C Notes, a floating rate equal to the Reference Rate plus a margin of 2.40% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero) (the "**Class C Interest Rate**");

(d) in respect of the Class D Notes, a floating rate equal to the Reference Rate plus a margin of 5.50% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero) (the "**Class D Interest Rate**");

(e) in relation to the Class E Notes, a floating rate equal to the Reference Rate plus a margin of 10.50% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero) (the "**Class E Interest Rate**"); and

(f) in relation to the Class F Notes, a floating rate equal to the Reference Rate plus a margin of 1.65% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero) ("**Class F Interest Rate**").

The Management Company shall, based on the information provided by Banco Santander, determine the Interest Rate applicable to the Notes for the relevant Interest Accrual Period two (2) Business Days prior to the relevant Payment Date (the "**Reference Rate Determination Date**"), except for the Initial Interest Accrual Period, which shall be determined on the Date of Incorporation.

The Management Company (i) shall notify the Interest Rate to the Paying Agent at least one (1) Business Day in advance to each Payment Date (or such other date as agreed between the Management Company and the Paying Agent from time to time) and (ii) only applicable in respect of the Initial Interest Accrual Period, shall notify them in writing on that same date to the Joint Lead Managers. The Management Company will also communicate this information to AIAF and Iberclear.

The Interest Rate for subsequent Interest Accrual Periods shall be communicated to Noteholders within the deadline and in the manner set forth in section 4.2.1 and 4.2.3 of the Additional Information.

4.8.4. Reference Rate

The reference rate (the "**Reference Rate**") for determining the Interest Rate is as follows:

(a) The EURIBOR for the three-month Euro deposits which appears on Reuters EURIBOR01 (or any other page that replaces this page in the future) at or about 11.00 CET on the Reference Rate Determination Date (the "**Screen Rate**").

If the definition, methodology, formula or any other form of calculation related to the EURIBOR were modified (including any modification or amendment derived of the compliance of the Benchmark Regulation), the modifications shall be considered to be made for the purposes of the Reference Rate relating to EURIBOR without the need to modify the terms of the Reference Rate and without the need to notify the Noteholders, as such references to the EURIBOR rate shall be made to the EURIBOR rate such as this had been modified.

(b) By way of exception, the Reference Interest Rate for the first Interest Accrual Period will result from the linear interpolation of the 3-month EURIBOR rate and the 6-month EURIBOR rate quoted at or about 11.00 CET on the Date of Incorporation, according to the following formula:

$$R = E_2 + \left[\frac{E_3 - E_2}{d_3 - d_2}\right] \times (d_t - d_2)$$

Where:

R	*Reference Rate for the first Interest Accrual Period.*
dt	*Number of days of the first Interest Accrual Period.*
d2	*Number of days corresponding to the 3-month EURIBOR*
d3	*Number of days corresponding to the 6-month EURIBOR*
E2	*3-month EURIBOR rate*
E3	*6-month EURIBOR rate*

(c) If the Screen Rate is unavailable at such time for Euro deposits for the relevant period, then the rate for any relevant period shall be determined in accordance with section 4.8.5 of the Securities Note below.

Banco Santander shall communicate to the Management Company by email, before 12.00 CET of each Reference Rate Determination Date (except for the Initial Interest Accrual Period, which shall be communicated on the Date of Incorporation), the Reference Rate including the supporting documentation for such calculations.

As at the date of this Prospectus, 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 the Benchmark Regulation.

4.8.5. Fallback provisions

Base Rate Modification Event: terms and conditions

(a) Notwithstanding anything to the contrary, the following provisions will apply if the Management Company, in the name and on behalf of the Fund (acting on the advice of the Seller) determines that any of the following events (each a "**Base Rate Modification Event**") has occurred:

(i) a material disruption to EURIBOR, an adverse change in the methodology of calculating EURIBOR or EURIBOR ceasing to exist or to be published; or

(ii) the insolvency or cessation of business of the EURIBOR administrator (in circumstances where no successor EURIBOR administrator has been appointed); or

(iii) a public statement by the EURIBOR administrator that it will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of EURIBOR or will be changed in an adverse manner); or

(iv) a public statement by the EURIBOR administrator that EURIBOR will not be included in the register under Article 36 of the Benchmarks Regulation permanently or indefinitely;

(v) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner; or

(vi) a public statement by the supervisor of the EURIBOR administrator which means that EURIBOR may no longer be used or that its use is subject to restrictions or adverse consequences; or

(vii) a public announcement of the permanent or indefinite discontinuity of EURIBOR as it applies to the Notes; or

(viii) the reasonable expectation of the Management Company, in the name and on behalf of the Fund (acting on the advice of the Seller) that any of the events specified in sub-paragraphs (i), (ii), (iii), (iv), (v), (vi) or (vii) above will occur or exist within six (6) months of the proposed effective date of such Base Rate Modification.

(b) Following the occurrence of a Base Rate Modification Event, the Management Company, in the name and on behalf of the Fund (acting on the advice of the Seller) will (i) inform the Swap Counterparty, and (ii) appoint a rate determination agent to carry out the tasks referred to in this section (the "**Rate Determination Agent**").

The Rate Determination Agent will not be Banco Santander or any affiliate of Banco Santander and shall be an independent financial institution and dealer of international repute in the European Union.

(c) The Rate Determination Agent shall determine an alternative base rate (the "**Alternative Base Rate**") to be substituted for EURIBOR as the Reference Rate of the Notes and those amendments to the Transaction Documents to be made by the Management Company, in the name and on behalf of the Fund, as are necessary or advisable to facilitate such change (the "**Base Rate Modification**"), provided that no such Base Rate Modification will be made unless the Rate Determination Agent has determined and confirmed to the Management Company in writing that:

(i) such Base Rate Modification is being undertaken due to the occurrence of a Base Rate Modification Event and, in each case, such modification is required solely for such purpose and it has been drafted solely to such effect; and

(ii) such Alternative Base Rate is:

(A) a base rate published, endorsed, approved or recognised by the relevant regulatory authority or any stock exchange on which the Notes are listed or any relevant committee, working group, an industry body recognised nationally or internationally as representing participants in the asset backed securitisation market generally or other body established, sponsored or approved by any of the foregoing; or

(B) a base rate utilised in a material number of publicly-listed new issues of Euro denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification; or

(C) a base rate utilised in a publicly-listed new issue of Euro denominated asset backed floating rate notes where the originator of the relevant assets is the Seller or an affiliate of the Seller banking group; or

(D) such other base rate as the Rate Determination Agent reasonably determines (and in relation to which the Rate Determination Agent has provided reasonable justification of its determination to the Management Company),

provided that, for the avoidance of doubt (i) in each case, the change to the Alternative Base Rate will not, in the Management Company's opinion, be materially prejudicial to the interest of the Noteholders; (ii) the Rate Determination Agent may propose an Alternative Base Rate on more than one occasion provided that the conditions set out in this section (c) are satisfied, and (iii) the Alternative Base Rate shall fulfil the Benchmark Regulation.

By subscribing the Notes, each Noteholder acknowledges and agrees with any amendments to the Transaction Documents made by the Management Company, in the name and on behalf of the Fund, which may be necessary or advisable in order to facilitate the Base Rate Modification.

(d) It is a condition to any such Base Rate Modification that:

(i) the Seller pays (or arranges for the payment of) all fees, costs and expenses (including legal fees) properly incurred by the Management Company and each other applicable party including, without limitation, any of the transaction parties, in connection with such modifications. For the avoidance of doubt, such costs shall not include any amount in respect of any reduction in the interest payable to a Noteholder or any change in the amount due to the Swap Counterparty or any change in the mark-to-market value of the Interest Rate Swap Agreement; and

(ii) with respect to each Rating Agency, the Management Company has notified such Rating Agency of the proposed modification and, in the Management Company's reasonable opinion, formed on the basis of due consideration and consultation with such Rating Agency (including, as applicable, upon receipt of oral or written (as applicable) confirmation from an appropriately authorised person at such Rating Agency), such modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency or (y) such Rating Agency placing the Rated Notes on rating watch negative (or equivalent).

(e) When implementing any modification pursuant to this section, the Rate Determination Agent, the Management Company and the Seller, as applicable, shall act in good faith and (in the absence of gross negligence or wilful misconduct), shall have no responsibility whatsoever to the Noteholders or any other party.

(f) If a Base Rate Modification is not made as a result of the application of section (c) above, and for so long as the Management Company (acting on the advice of the Seller) considers that a Base Rate Modification Event is continuing, the Management Company may or, upon request of the Seller, must initiate the procedure for a Base Rate Modification as set out in this section.

(g) Any modification pursuant to this section must comply with the rules of any stock exchange on which the Notes are from time to time listed or admitted to trading and may be made on more than one occasion.

(h) As long as a Base Rate Modification is not deemed final and binding in accordance with this section, the Reference Rate applicable to the Notes will be equal to the last Reference Rate available on the relevant applicable screen rate pursuant to section 4.8.4 above.

(i) This section shall be without prejudice to the application of any higher interest under applicable mandatory law.

(j) The Management Company, acting in the name and on behalf of the Fund, has given at least 10 Business Days' prior written notice of the proposed Base Rate Modification to the Noteholders, the Swap Counterparty, and the Paying Agent before publishing a Base Rate Modification Noteholder Notice.

(k) The Management Company, acting in the name and on behalf of the Fund, has provided to the Noteholders a Base Rate Modification Noteholder Notice, at least forty (40) calendar days prior to the date on which it is proposed that the Base Rate Modification would take effect (such date being no less than ten (10) Business Days prior to the next Determination Date).

(l) Noteholders representing at least ten per cent (10%) of the Principal Amount Outstanding of the Most Senior Class of Notes on the Base Rate Modification Record Date have not directed the Management Company in writing (or otherwise directed the Paying Agent (acting on behalf of the Fund) in accordance with the then current practice of any applicable clearing system through which such Most Senior Class of Notes may be held) within such notification period that such Noteholders of the Most Senior Class of Notes do not consent to the Base Rate Modification.

Noteholder negative consent rights

If Noteholders representing at least ten per cent (10%) of the Principal Amount Outstanding of the Most Senior Class of Notes on the Base Rate Modification Record Date have directed the Management Company in writing (otherwise directed the Paying Agent in accordance with the current practice of any applicable clearing system through which such Most Senior Class of Notes may be held) within the notification period referred to above that such Noteholders of the Most Senior Class of Notes do not consent to the proposed Base Rate Modification, then the proposed Base Rate Modification will not be made and therefore, as set out in paragraph (h) above, the Reference Rate applicable to the Notes will be equal to the last Reference Rate available on the relevant applicable screen rate pursuant to section 4.8.4 above.

For these purposes:

"**Base Rate Modification Noteholder Notice**" means a written notice from the Management Company, acting in the name and on behalf of the Fund, to notify Noteholders of a proposed Base Rate Modification confirming the following:

(a) the date on which it is proposed that the Base Rate Modification shall take effect;

(b) the period during which Noteholders of the Most Senior Class of Notes who are Noteholders on the Base Rate Modification Record Date may object to the proposed Base Rate Modification (which notice period shall commence at least forty (40) calendar days prior to the date on which it is proposed that the Base Rate Modification would take effect and continue for a period of not less than thirty (30) calendar days) and the method by which they may object;

(c) the Base Rate Modification Event or Events which has or have occurred;

(d) the Alternative Base Rate which is proposed to be adopted pursuant section 4.8.5.(c) of the Securities Note and the rationale for choosing the proposed Alternative Base Rate;

(e) details of any modifications that the Issuer has agreed will be made to any hedging agreement to which it is party for the purpose of aligning any such hedging agreement with proposed Base Rate Modification or, where it has not been possible to agree such modifications with hedging counterparties, why such agreement has not been possible and the effect that this may have on the transaction (in the view of the Rate Determination Agent); and

(f) details of (i) any amendments which the Management Company, acting in the name and on behalf of the Issuer, proposes to make to these conditions or any other Transaction Document and (ii) any new, supplemental or additional documents into which the Management Company, acting in the name and on behalf of the Issuer proposes to enter to facilitate the changes envisaged pursuant to this section.

"**Base Rate Modification Record Date**" means the date specified to be the Base Rate Modification Record Date in the Base Rate Modification Noteholder Notice.

4.8.6. Calculations of Notes interest amount

The interest payable on each Payment Date for each Interest Accrual Period will be carried out in accordance with the following formula:

$$I = P*R*d/360$$

Where:

I = Interest to be paid on a given Payment Date.

P = Principal Amount Outstanding of the Notes on the Determination Date preceding such Payment Date.

R = Interest Rate expressed as a percentage.

d = Number of days actually elapsed in each Interest Accrual Period.

4.8.7. Payment. Time limit for the validity of claims to interest and repayment of principal

Interest on the Notes will be paid until their full redemption on each Payment Date according to the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, set forth in sections 3.4.7.2 and 3.4.7.3 of the Additional Information, provided that the Fund has sufficient Available Funds or Post-Enforcement Available Funds, as applicable.

In the event that, on a Payment Date, the Fund is totally or partially unable to pay the interest accrued on the Notes in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments set forth in sections 3.4.7.2 or 3.4.7.3 of the Additional Information, respectively, the unpaid amounts will be paid on the following Payment Date on which the Fund has sufficient liquidity to do so immediately before the payment of the same Class for the new period and without accruing additional or default interest in accordance with the aforementioned Pre-Enforcement Priority of Payments, or Post-Enforcement Priority of Payments. Amounts deferred will not accrue additional interest (ordinary interest or default interest) nor will be added to the Principal Amount Outstanding of the Notes.

The Fund, through its Management Company, may not defer the payment of any interest on the Notes beyond the Legal Maturity Date of the Fund (subject to the Modified Following

Business Day Convention). On the Legal Maturity Date following final distribution of the Post-Enforcement Available Funds, the Noteholders shall have no further claim against the Fund in respect of any unpaid amounts and such unpaid amounts shall be discharged in full.

Withholding, contributions or taxes now or hereafter applicable to the principal, interest or returns on the Notes will be the sole responsibility of the Noteholders, 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.

Payment 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 redemption of principal will be notified to the Noteholders in the events and with the notice established for each situation described in section 4.2.1 of the Additional Information.

4.8.8. Payment dates and interest periods

Interest in respect of the Notes will accrue on a daily basis and will be payable quarterly in arrears on the 21st of March, June, September and December of each year (subject to Modified Following Business Day Convention) (each, a "**Payment Date**"), in respect of the Interest Accrual Period ending immediately prior thereto, in accordance with the applicable Priority of Payments, and will be calculated on the basis of the actual number of days elapsed and a 360-day year.

Notwithstanding the above, the first Payment Date will take place on the 21st of December 2023 (the "**First Payment Date**"), and interest will accrue at the corresponding Interest Rate from the Disbursement Date (inclusive) to the First Payment Date (exclusive).

4.8.9. Description of any market disruption or settlement disruption events that affect the underlying

Not applicable.

4.8.10. Adjustment rules with relation to events concerning the underlying

Not applicable.

4.8.11. Calculation Agent

The Management Company (in its capacity as Calculation Agent) shall determine the Interest Rate applicable to the Notes for the Interest Accrual Period, based on the information provided by the Seller or the Paying Agent.

4.9. Redemption of the securities

4.9.1. Redemption price

The redemption price of the Notes will be ONE HUNDRED THOUSAND EUROS (€ 100,000) per Note, equivalent to their face value, free of charges and indirect taxes for the Noteholder, payable progressively on each principal Payment Date, as set out in the following sections.

Each of the Notes of each Class will be repaid in the same amount by means of a reduction in the face value of each Note.

4.9.2. Date and forms of redemption

The final maturity of the Notes will take place on the date on which they are fully redeemed or on the Legal Maturity Date of the Fund, i.e., 21 March 2036 (subject to the Modified

Following Business Day Convention) (the "**Notes Maturity Date**"), without prejudice to the Management Company redeeming the issue of the Notes prior to the Legal Maturity Date of the Fund in accordance with section 4.4.3 of the Registration Document.

The Notes will be redeemed by reducing their nominal value on each Payment Date until their full redemption in accordance with the redemption rules set forth below and following the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments set forth in section 3.4.7.2 and 3.4.7.3, respectively, of the Additional Information, and provided that there are sufficient Available Funds or Post-Enforcement Available Funds, as applicable, for such purposes.

Redemption of the Notes

During the Revolving Period

During the Revolving Period, the Noteholders will only receive payments of interest on the Notes on each Payment Date and will not receive any principal payment, except as described in section 4.6.3 of the Securities Note. In particular, Class F Notes shall be redeemed for an amount equal to the Class F Notes Target Amortisation Amount in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information. Once Class F Notes are fully redeemed, the subordination of such Class F will no longer apply.

The "**Revolving Period**" shall start on the Date of Incorporation (excluded) and shall terminate on the Revolving Period End Date.

For these purposes, the "**Revolving Period End Date**" means the earlier of (i) the Payment Date falling on 21 December 2023 (included), and (ii) the date on which a Revolving Period Early Termination Event has occurred (excluded).

On any Determination Date during the Revolving Period, the occurrence of any of the following events shall, *inter alia*, constitute a "**Revolving Period Early Termination Event**" which shall not be subject to any cure once occurred:

(a) in case a Subordination Event occurs; or

(b) the Reserve Fund is not funded up to the Required Level of the Reserve Fund after paying or retaining the relevant amounts required to be paid or retained in priority by the Fund on such date in accordance with the Pre-Enforcement Priority of Payments; or

(c) on the Payment Date immediately preceding the relevant Determination Date, the Outstanding Balance of the Non-Defaulted Receivables shall have been less than 75.00% of the aggregate Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes on the Disbursement Date; or

(d) tax regulations are amended in such a way that the assignment of Additional Receivables proves to be excessively onerous to the Seller; or

(e) an Insolvency Event occurs in respect of the Seller; or

(f) the Seller ceases to perform or is replaced as Servicer of the Receivables, or it fails to comply with any of its obligations established in the Deed of Incorporation or under the Prospectus; or

(g) the audit reports on the Seller's annual financial statements show qualifications, which in the opinion of the CNMV, could affect the Additional Receivables; or

(h) if the credit granting policy set forth in section 2.2.7 of the Additional Information is materially modified; or

(i) the aggregate Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes on the preceding Determination Date is higher than the sum of (i) the Outstanding Balance of the Receivables on the Determination Date, and (ii) the Acquisition Amount of the Additional Receivables to be acquired on that Payment Date.

During the Pro-Rata Redemption Period (and the Revolving Period, if applicable)

During the Pro-Rata Redemption Period and for so long as no Subordination Event has occurred, the ordinary redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, and the Class E Notes will be *pari passu* and *pro-rata* without preference or priority amongst themselves holding the eleventh (11^{th}) place in the Pre-Enforcement Priority of Payments as set forth in section 3.4.7.2 of the Additional Information.

This redemption will be made in an amount equal to the Pro-Rata Redemption Amount, as detailed in section 4.6.3.1 of this Securities Note.

The Class F Notes shall be redeemed for an amount equal to the Class F Notes Target Amortisation Amount in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information. Once Class F Notes are fully redeemed, the subordination of such Class F will no longer apply.

During the Sequential Redemption Period (and therefore, after the Revolving Period)

Upon the occurrence of a Subordination Event, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, and the Class E Notes will be redeemed sequentially in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information so that the Principal Target Redemption Amount will be applied:

(a) in the first place, to redeem the Class A Notes until their redemption in full;

(b) in the second place, to redeem the Class B Notes until their redemption in full;

(c) in the third place, to redeem the Class C Notes until their redemption in full;

(d) in the fourth place, to redeem the Class D Notes until their redemption in full; and

(e) in the fifth place, to redeem the Class E Notes until their redemption in full.

Class F Notes shall be redeemed for an amount equal to the with the Class F Notes Target Amortisation Amount in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of the Additional Information. Once Class F Notes are fully redeemed, the subordination of such Class F will no longer apply.

<u>During the Sequential Redemption Period</u>:

(a) Class A Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

(b) Class B Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, but subordinated to the Class A Notes;

(c) Class C Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class D Notes, the Class E Notes and the Class F Notes, but subordinated to the Class A Notes and the Class B Notes;

(d) Class D Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class E Notes and the Class F Notes, but subordinated to the Class A Notes, the Class B Notes and the Class C Notes;

(e) Class E Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class F Notes, but subordinated to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes; and

(f) Class F Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves. Notwithstanding, Class F Notes will be redeemed with the available excess spread for an amount equal to Class F Notes Target Amortisation Amount. Once the Class F Notes are fully redeemed the subordination of such Class F will no longer apply.

The occurrence of any of the following events in respect of any Determination Date prior to the Legal Maturity Date shall, inter alia, constitute a subordination event (each a "**Subordination Event**"):

(a) The Cumulative Default Ratio exceeds on the Determination Date immediately preceding the following Payment Dates:

(a)	December 2023:	1.30%;
(b)	March 2024:	1.60%;
(c)	June 2024:	1.90%;
(d)	September 2024:	2.30%;
(e)	December 2024:	2.60%;
(f)	March 2025:	3.00%;
(g)	June 2025:	3.30%;
(h)	September 2025:	3.60%;
(i)	December 2025:	3.90%;
(j)	March 2026:	4.20%;
(k)	June 2026:	4.50%;
(l)	September 2026:	4.80%;
(m)	December 2026:	5.10%;
(n)	As from March 2027:	5.50%; or

(b) the Outstanding Balance of the Receivables arising from Loans granted to the same Borrower, as at the immediately preceding Determination Date, is equal to, or higher than 0.10% of the Outstanding Balance of the Receivables pooled in the Fund; or

(c) the Seller defaults in the performance or observance of any of its obligations under any of the Transaction Documents to which it is a party (unless such defaults are remedied within the earlier of thirty (30) Business Days or the Purchase Date); or

(d) an Event of Replacement of the Servicer (as this term is defined in section 3.7.1.1 of the Additional Information) occurs; or

(e) a Swap Counterparty Downgrade Event (as this term is defined in this section 4.9.2.1) occurs and none of the remedies provided for in the Interest Rate Swap Agreement and described in section 3.4.8.1 of the Additional Information are put in place within the timeframe required thereunder; or

(f) exercise of Seller's Call Options; or

(g) a Clean-Up Call Event occurs; or

(h) if the positive difference between:

(i) the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, minus the aggregate of the Outstanding Balance of the Non-Defaulted Receivables on the Determination Date; and

(ii) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the tenth (10^{th}) place as provided in section 3.4.7.2 (ii) of the Additional Information, on that Determination Date immediately preceding the relevant Payment Date,

is greater than TWELVE MILLION EUROS (€ 12,000,000).

For the purposes of this section:

"**Swap Counterparty Downgrade Event**" means the circumstance that the Swap Counterparty or its credit support provider pursuant to the Interest Rate Swap Agreement (as applicable) ceases to have the initial or subsequent rating threshold foreseen in the Interest Rate Swap Agreement.

"**Outstanding Balance**" means at any time and with respect to the relevant asset the principal amounts due and uncollected together with the principal amounts of the relevant asset not yet due.

"**Transaction Documents**" means the following documents: (i) Deed of Incorporation of the Fund; (ii) the Master Sale and Purchase Agreement; (iii) the Management, Placement and Subscription Agreement; (iv) the Start-Up Expenses Loan Agreement; (v) the Reinvestment Agreement; (vi) the Paying Agent Agreement; (vii) the Interest Rate Swap Agreement; and (viii) any other documents executed from time to time after the Date of Incorporation in connection with the Fund and designated as such by the relevant parties.

Early Redemption of all the Notes issued

Upon the occurrence of any of the events set forth in section 4.4.3 of the Registration Document, the Management Company shall carry out the Early Liquidation of the Fund and, thus, the Early Redemption of the Notes issued, and distribute the Available Funds in accordance with the Post-Enforcement Priority of Payments set out in section 3.4.7.3 of the Additional Information.

In case of Early Redemption of the Notes pursuant to section 4.4.3 of the Registration Document:

(a) Class A Notes will rank *pari passu* and pro rata without preference or priority amongst themselves and in priority to the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes;

(b) Class B Notes will rank *pari passu* and pro rata without preference or priority amongst themselves and in priority to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, but subordinated to the Class A Notes;

(c) Class C Notes will rank *pari passu* and pro rata without preference or priority amongst themselves and in priority to the Class D Notes, the Class E Notes and the Class F Notes, but subordinated to the Class A Notes and the Class B Notes;

(d) Class D Notes will rank *pari passu* and pro rata without preference or priority amongst themselves and in priority to the Class E Notes and the Class F Notes, but subordinated to the Class A Notes, the Class B Notes and the Class C Notes;

(e) Class E Notes will rank *pari passu* and pro rata without preference or priority amongst themselves and in priority to the Class F Notes, but subordinated to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes; and

(f) Class F Notes will rank *pari passu* and pro rata without preference or priority amongst themselves.

Legal Maturity Date

The Legal Maturity Date and consequently final redemption of the Notes is 21 March 2036 (subject to Modified Following Business Day Convention). Final redemption of the Notes on the Legal Maturity Date shall be made subject to the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of the Additional Information.

4.10. Indication of investor yield and calculation method

The average yield, duration and final maturity of the Notes depend on several factors, of which the most significant are the following:

(a) The schedule for redeeming each of the Loans established in the corresponding Loan agreements.

(b) The ability of the Borrowers to totally or partially redeem the Loans in advance and the speed with which this redemption takes place during the duration of the Fund. Thus, the redemption of the Loans by the Borrowers, subject to ongoing changes, and estimated in this Prospectus through the use of several assumptions regarding the behaviour of the future CPR, which will directly influence the speed of the redemption of the Notes, and, therefore, the average life and duration of the Notes.

(c) The interest rates applicable to the Loans, which will cause the amount to be paid in each instalment to vary.

(d) A default by the Borrowers regarding payment of the Loan instalments.

In order to calculate the tables included in this section, the following hypothetical values, taking into consideration the Initial Receivables, have been assumed for the factors described:

(a) Regarding the Receivables:

(i) the weighted average interest rate of the Receivables is 6.55% (weighted average interest rate of the Preliminary Portfolio);

(ii) an annual constant default rate of 0.76% with an average recovery rate of 22.88% at twenty-four (24) months. The average recovery rate is the proportion of the Outstanding Balance of the Defaulted Receivables recovered after twenty-

four (24) months. The weighted average rate of Defaulted Loans and the average rate of recoveries are consistent with respect the information with the Defaulted Loans and recoveries data of a similar portfolio to the Preliminary Portfolio;

(iii) EURIBOR 3 months was 3.57% on 19 June 2023 and will remain constant.

(b) the Disbursement Date of the Notes is 21 July 2023;

(c) the CPRs (14.00%, 17.00% and 20.00%), which are consistent with the prepayment historical data of "F.T. Santander Consumo 4" hold constant over the life of the Notes, are consistent with the CPR data of a similar portfolio to the Preliminary Portfolio;

(d) the weighted average interest rate of the Notes on the Disbursement Date is equal to 5.31% (under the assumption that EURIBOR 3 months was 3.57% on 19 June 2023) and the weighted average spread is 1.74%;

(e) the Start-Up Expenses Loan is repaid in full on the First Payment Date and the interest rate applicable will be equal to EURIBOR three (3) months (as this is defined in section 3.4.4.1 of the Additional Information) with a floor of 0.00% plus a margin of 0.31% (assuming that EURIBOR 3 months was 3.57% on 19 June 2023);

(f) the interest obtained by the Fund Accounts is zero;

(g) estimated annual Ordinary Expenses of the Fund: annual rate of 0.1% on the Outstanding Balance of the Receivables, which, during the first year, will correspond to an amount equivalent to EIGHT HUNDRED THOUSAND EUROS (€ 800,000);

(h) the First Payment Date is 21 December 2023;

(i) there has been no early termination of the Revolving Period;

(j) there has been no Subordination Event;

(k) there has been no Early Liquidation of the Fund by application of a Tax Change Event or Regulatory Change Event but there has been an Early Liquidation of the Fund for a Clean-up Call Option (in this regard, there are sufficient Post-Enforcement Available Funds to amortise all Classes of Notes on the Payment Date the Clean-up Call Option is exercised);

(l) the Payment Date on which the principal of (i) the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will start to be redeemed will be 21 March 2024 (included) and (ii), with respect to Class F Notes, will be 21 December 2023 (included); and

(m) the Fund will acquire Additional Receivables during the Revolving Period in accordance with section 2.2.2.3 of the Additional Information.

The above hypotheses arise from the historical information provided by the Seller and that are reasonable for a portfolio of equivalent loans. If we assume that the Management Company, acting on behalf of the Fund, proceeds to the Early Liquidation of the Fund, and following the instructions of the Seller, as established by section 4.4.3.2(i) of the Registration Document when the Outstanding Balance of the Receivables falls below 10% of the Outstanding Balance of the Receivables on the Date of Incorporation, the average life, maturity and IRR of the Notes would be the following at for CPR of 14.00%, 17.00% and 20.00%, respectively:

Scenario (CPR)	14.00%	17.00%	20.00%
Class A Notes			
Weighted average life (in years)	2.59	2.46	2.33
Internal rate of return (%)	4.49%	4.49%	4.49%
Expected maturity (date)	21/06/2028	21/03/2028	21/12/2027
Class B Notes			
Weighted average life (in years)	2.59	2.46	2.33
Internal rate of return (%)	5.27%	5.27%	5.27%
Expected maturity (date)	21/06/2028	21/03/2028	21/12/2027
Class C Notes			
Weighted average life (in years)	2.59	2.46	2.33
Internal rate of return (%)	6.10%	6.10%	6.10%
Expected maturity (date)	21/06/2028	21/03/2028	21/12/2027
Class D Notes			
Weighted average life (in years)	2.59	2.46	2.33
Internal rate of return (%)	9.37%	9.37%	9.37%
Expected maturity (date)	21/06/2028	21/03/2028	21/12/2027
Class E Notes			
Weighted average life (in years)	2.59	2.47	2.35
Internal rate of return (%)	14.80%	14.79%	14.79%
Expected maturity (date)	21/06/2028	21/03/2028	21/12/2027
Class F Notes			
Weighted average life (in years)	1.74	1.80	1.87
Internal rate of return (%)	5.32%	5.32%	5.32%
Expected maturity (date)	21/12/2026	21/03/2028	21/12/2027

Loss ratio at maturity	1.587%	1.565%	1.598%

The Management Company states that the information of the tables included below is for informative purposes only and that the amounts reflected therein do not represent a specific payment obligation by the Fund to third parties in the referred dates or periods. The data included in the tables below has been prepared under the assumption of a repayment rate of the Loans on a constant basis during the life of the Fund, subject to constant changes.

The average life of each class of the Notes are subject to factors largely outside the control of the Fund and consequently no assurance can be given that the assumptions and the estimates above will prove in any way to be realistic and they must therefore be viewed with considerable caution.

Set forth below are the tables showing the debt service for each Class of Notes for CPR of 17.00%, which are consistent with the Cash Flow Model provided by INTEX. For the avoidance of doubt, all the tables presented in this section are consistent with the Cash Flow Model provided by INTEX. Tables for different scenarios are not included, given that differences in average lives are not significant. The results displayed are consistent with the Cash Flow Model provided by Bloomberg.

According to these assumptions (i) no Class E and Class F Notes Interest Deferral Trigger is expected, and (ii) no Revolving Period Early Termination Event is expected.

With Clean-Up Call

CPR (17.00%)	Class A			
	Coupon: 3M EUR + 0.85%			
Payment Date	**Amount EOP (EUR)**	**Principal amortisation (EUR)**	**Interest (gross) (EUR)**	**Total Cash Flow (EUR)**
2023 July	100,000.00	-		-100,000.00
2023 December	100,000.00	-	1,853.61	1,853.61
2024 March	91,126.23	8,873.77	1,102.47	9,976.24
2024 June	82,802.62	8,323.61	1,015.68	9,339.29
2024 September	74,984.56	7,818.06	942.97	8,761.03
2024 December	67,649.70	7,334.86	826.68	8,161.54
2025 March	60,800.17	6,849.53	721.23	7,570.76
2025 June	54,410.33	6,389.84	692.40	7,082.25
2025 September	48,464.53	5,945.80	599.86	6,545.66
2025 December	42,924.37	5,540.16	534.31	6,074.47
2026 March	37,792.70	5,131.66	473.23	5,604.89
2026 June	33,051.41	4,741.29	416.65	5,157.95
2026 September	28,699.82	4,351.59	364.38	4,715.97
2026 December	24,716.60	3,983.22	316.41	4,299.63
2027 March	21,100.12	3,616.49	272.49	3,888.98
2027 June	17,839.81	3,260.30	232.62	3,492.92
2027 September	14,883.83	2,955.98	198.84	3,154.82
2027 December	12,324.05	2,559.79	164.09	2,723.88
2028 March	-	12,324.05	135.87	12,459.92

CPR (17.00%)	Class B			
	Coupon: 3M EUR+1.60%			
Payment Date	**Amount EOP (EUR)**	**Principal amortisation (EUR)**	**Interest (gross) (EUR)**	**Total Cash Flow (EUR)**
2023 July	100,000.00			-100,000.00
2023 December	100,000.00	-	2,167.99	2,167.99
2024 March	91,126.23	8,873.77	1,289.46	10,163.23
2024 June	82,802.62	8,323.61	1,187.95	9,511.55
2024 September	74,984.56	7,818.06	1,102.90	8,920.97
2024 December	67,649.70	7,334.86	966.89	8,301.75
2025 March	60,800.17	6,849.53	843.56	7,693.09
2025 June	54,410.33	6,389.84	809.84	7,199.68
2025 September	48,464.53	5,945.80	701.60	6,647.40
2025 December	42,924.37	5,540.16	624.93	6,165.09
2026 March	37,792.70	5,131.66	553.49	5,685.16
2026 June	33,051.41	4,741.29	487.32	5,228.62
2026 September	28,699.82	4,351.59	426.18	4,777.77
2026 December	24,716.60	3,983.22	370.07	4,353.29
2027 March	21,100.12	3,616.49	318.71	3,935.20
2027 June	17,839.81	3,260.30	272.08	3,532.38
2027 September	14,883.83	2,955.98	232.56	3,188.55
2027 December	12,324.05	2,559.79	191.92	2,751.71
2028 March	-	12,324.05	158.91	12,482.96

CPR (17.00%)	Class C			
	Coupon: 3M EUR + 2.40%			
Payment Date	**Amount EOP (EUR)**	**Principal amortisation (EUR)**	**Interest (gross) (EUR)**	**Total Cash Flow (EUR)**
2023 July	100,000.00			-100,000.00
2023 December	100,000.00	-	2,503.33	2,503.33
2024 March	91,126.23	8,873.77	1,488.91	10,362.68
2024 June	82,802.62	8,323.61	1,371.70	9,695.30
2024 September	74,984.56	7,818.06	1,273.50	9,091.56
2024 December	67,649.70	7,334.86	1,116.45	8,451.31
2025 March	60,800.17	6,849.53	974.04	7,823.57
2025 June	54,410.33	6,389.84	935.10	7,324.95
2025 September	48,464.53	5,945.80	810.12	6,755.92
2025 December	42,924.37	5,540.16	721.59	6,261.76
2026 March	37,792.70	5,131.66	639.11	5,770.77
2026 June	33,051.41	4,741.29	562.70	5,303.99
2026 September	28,699.82	4,351.59	492.11	4,843.69
2026 December	24,716.60	3,983.22	427.31	4,410.54
2027 March	21,100.12	3,616.49	368.01	3,984.50
2027 June	17,839.81	3,260.30	314.16	3,574.46
2027 September	14,883.83	2,955.98	268.54	3,224.52
2027 December	12,324.05	2,559.79	221.61	2,781.39
2028 March	-	12,324.05	183.49	12,507.54

CPR (17.00%)	Class D			
	Coupon: 3M EUR + 5.50%			
Payment Date	**Amount EOP (EUR)**	**Principal amortisation (EUR)**	**Interest (gross) (EUR)**	**Total Cash Flow (EUR)**
2023 July	100,000.00			-100,000.00
2023 December	100,000.00	-	3,802.78	3,802.78
2024 March	91,126.23	8,873.77	2,261.79	11,135.55
2024 June	82,802.62	8,323.61	2,083.73	10,407.34
2024 September	74,984.56	7,818.06	1,934.56	9,752.62
2024 December	67,649.70	7,334.86	1,695.99	9,030.85
2025 March	60,800.17	6,849.53	1,479.65	8,329.18
2025 June	54,410.33	6,389.84	1,420.51	7,810.35
2025 September	48,464.53	5,945.80	1,230.65	7,176.44
2025 December	42,924.37	5,540.16	1,096.16	6,636.33
2026 March	37,792.70	5,131.66	970.86	6,102.52
2026 June	33,051.41	4,741.29	854.79	5,596.08
2026 September	28,699.82	4,351.59	747.55	5,099.14
2026 December	24,716.60	3,983.22	649.13	4,632.35
2027 March	21,100.12	3,616.49	559.04	4,175.52
2027 June	17,839.81	3,260.30	477.24	3,737.54
2027 September	14,883.83	2,955.98	407.93	3,363.91
2027 December	12,324.05	2,559.79	336.64	2,896.43
2028 March	-	12,324.05	278.74	12,602.79

CPR (17.00%)	Class E			
	Coupon: 3M EUR + 10.50%			
Payment Date	**Amount EOP (EUR)**	**Principal amortisation (EUR)**	**Interest (gross) (EUR)**	**Total Cash Flow (EUR)**
2023 July	100,000.00			-100,000.00
2023 December	100,000.00	-	5,898.67	5,898.67
2024 March	91,126.23	8,873.77	3,508.36	12,382.13
2024 June	82,802.62	8,323.61	3,232.17	11,555.78
2024 September	74,984.56	7,818.06	3,000.79	10,818.85
2024 December	67,649.70	7,334.86	2,630.73	9,965.59
2025 March	60,800.17	6,849.53	2,295.15	9,144.68
2025 June	54,410.33	6,389.84	2,203.41	8,593.26
2025 September	48,464.53	5,945.80	1,908.91	7,854.71
2025 December	42,924.37	5,540.16	1,700.31	7,240.48
2026 March	37,792.70	5,131.66	1,505.94	6,637.61
2026 June	33,051.41	4,741.29	1,325.90	6,067.20
2026 September	28,699.82	4,351.59	1,159.56	5,511.15
2026 December	24,716.60	3,983.22	1,006.89	4,990.11
2027 March	21,100.12	3,616.49	867.15	4,483.64
2027 June	18,675.00	2,425.11	740.27	3,165.38
2027 September	17,444.78	1,230.23	662.39	1,892.61
2027 December	15,198.51	2,246.26	612.03	2,858.29
2028 March	-	15,198.51	533.22	15,731.73

CPR (17.00%)	Class F			
	Coupon: 3M EUR + 1.65%			
Payment Date	**Amount EOP (EUR)**	**Principal amortisation (EUR)**	**Interest (gross) (EUR)**	**Total Cash Flow (EUR)**
2023 July	100,000.00			-100,000.00
2023 December	92,076.40	7,923.60	2,188.95	10,112.55
2024 March	85,166.49	6,909.91	1,198.76	8,108.67
2024 June	75,166.49	10,000.00	1,120.99	11,120.99
2024 September	65,166.49	10,000.00	1,010.87	11,010.87
2024 December	55,166.49	10,000.00	848.42	10,848.42
2025 March	45,166.49	10,000.00	694.55	10,694.55
2025 June	36,304.47	8,862.02	607.42	9,469.44
2025 September	28,711.65	7,592.82	472.66	8,065.48
2025 December	21,520.57	7,191.08	373.80	7,564.88
2026 March	15,449.76	6,070.80	280.18	6,350.99
2026 June	10,653.54	4,796.23	201.14	4,997.37
2026 September	6,898.74	3,754.80	138.70	3,893.50
2026 December	4,048.91	2,849.83	89.82	2,939.65
2027 March	2,430.70	1,618.21	52.71	1,670.92
2027 June	2,430.70	-	31.65	31.65
2027 September	2,430.70	-	31.99	31.99
2027 December	2,430.70	-	31.65	31.65
2028 March	-	2,430.70	31.65	2,462.34

4.11. Representation of the security holders

Pursuant to the provisions of article 26 of Law 5/2015, the Management Company shall act with utmost diligence and transparency in defence of the best interests of the Noteholders. In addition, in accordance with article 26.2 of Law 5/2015, the Management Company shall be liable to the Noteholders and other creditors of the Fund for all losses caused to them by a breach of its duties.

No meeting of Noteholders and other creditors of the Fund shall be established in the Deed of Incorporation.

4.12. Resolutions, authorisations and approvals by virtue of which the securities have been created and/or issued

4.12.1. Corporate resolutions

(a) Resolutions to create the Fund, acquire the Receivables and issue of the Notes:

The board of directors of the Management Company, at its meetings held on 21 March 2022 and 20 February 2023, passed, *inter alia*, to (i) incorporate the Fund, (ii) acquire the Receivables to be pooled in the Fund, and (iii) issue the Notes.

(b) Resolution to assign the Receivables:

The board of directors of the Seller, at the meeting of its executive committee held on 20 June 2023, approved, amongst others, the assignment of the Receivables owned by the Seller, once or several times, to the Fund.

4.12.2. Registration by the CNMV

In accordance with the provisions of article 22.1.d) of Law 5/2015, as a condition precedent for the incorporation of the Fund this Prospectus must be approved by and registered with the CNMV.

The Management Company has requested the waiver of submission of the reports on the assets of the Fund, pursuant to the second paragraph of Article 22.1.c) of Law 5/2015 and, therefore, no attribute report will be submitted to the CNMV in respect of the Receivables.

This Prospectus has been registered in the official registers of the CNMV on 11 July 2023.

4.12.3. Deed of Incorporation of the Fund

Once the CNMV files the Prospectus, the Management Company and the Seller will grant the Deed of Incorporation of the Fund. The Deed of Incorporation will be executed before the Disbursement Date of the Notes.

The Management Company represents that the contents of the Deed of Incorporation will be consistent with the draft of the Deed of Incorporation delivered to the CNMV, and in no case will the terms of the Deed of Incorporation contradict, modify, alter or invalidate the rules set forth in this Prospectus.

The Management Company will submit (i) a copy of the Deed of Incorporation (in PDF format file) to the CNMV for filing with its official registers, and (ii) a copy of the Deed of Incorporation to IBERCLEAR.

4.13. The issue date of the securities

Issuance of the Notes shall be effected under the Deed of Incorporation on the Date of Incorporation (i.e., 17 July 2023).

4.13.1. Group of potential investors

The placement of the Notes is aimed at qualified investors as defined in article 2(e) of the Prospectus Regulation, i.e., for descriptive purposes and not limited to, legal persons authorised or regulated to operate in financial markets, including credit institutions, investment services companies, insurance companies, collective investment institutions and their management companies, pension funds and their management companies, other authorised or regulated financial entities, etc.

By subscribing the Notes, each Noteholder agrees to the terms of the Deed of Incorporation and this Prospectus and is reminded of the EU Due Diligence Requirements.

4.13.2. MIFID II/MIFIR and PRIIPS

The new regulatory framework established by MIFID II and by Regulation 600/2013/UE of the European Parliament and of Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No. 648/2012 ("**MIFIR**") has been mainly implemented in Spain through Royal Decree 14/2018, of 28 September and Royal Decree 1464/2018, of 21 December. The potential investors in the Notes must carry out their own analysis on the risks and costs which MIFID II/MIFIR or their future technical standards may imply for the investment in Notes.

Therefore, the Notes shall not be offered, sold or otherwise made available to any retail investor in the EEA or the United Kingdom. For these purposes, a "*retail investor*" means a person who is one (or more) of:

(a) a retail client as defined in point (11) of article 4(1) of MIFID II; and/or

(b) a customer within the meaning of Directive 2016/97/EC on insurance distribution, where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MIFID II; and/or

(c) not a "qualified investor" as defined in the Prospectus Regulation.

Consequently, no key information document (*KID*) required by EU PRIIPS Regulation for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

For the above purposes, the term "*offer*" includes communication in any form and by any means, of sufficient information on the terms of the offer and on the Notes offered such as enables an investor to decide whether to purchase or subscribe for the Notes.

4.13.3. Disbursement date and form

The "**Disbursement Date**" will be 21 July 2023.

The subscription price of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes will be at par as provided in section 4.2.2 of this Securities Note.

The disbursement of the subscription amounts of the Notes will be made in accordance with the Management, Placement and Subscription Agreement.

On the Disbursement Date:

(a) the subscription price of the Notes placed by the Joint Lead Managers amongst qualified investors will be paid to the Fund by the Paying Agent by transfer to the Cash Flow Account. Previously, the Noteholders subscribing the Notes placed by the Joint Lead Managers would have paid the relevant subscription price prior to 14.00 CET with value date the same date; and

(b) the subscription price of the Notes not placed among qualified investors by the Joint Lead Managers and subscribed by the Seller will be paid to the Fund by the Paying Agent by transfer to the Cash Flow Account with value date the same date.

4.14. Restrictions on free transferability of securities

The Notes shall be freely transferred by any means allowed by law and in accordance with AIAF standards. The ownership of each Note will be transferred by book-entry transfer. The registration of the transfer in favour of the acquirer in the book-entry register will have the same effects as the transfer *(entrega)* of the Notes and, as from such time, the transfer may be challenged by third parties.

5. ADMISSION TO TRADING AND DEALING ARRANGEMENTS

5.1. Indication of the Market where the securities will be traded

On the Disbursement Date, the Management Company will request the admission of all the Notes issued to trading on the AIAF, which is a regulated market pursuant to article 42.2.a) of the Securities Market Act and a regulated market pursuant to article 4.1(21) of MiFID II.

It is expected that the final admission to trading on AIAF will occur no later than thirty (30) days from the Disbursement Date, once the corresponding authorisations have been obtained.

The Management Company will also, on behalf of the Fund, request the inclusion of the issue in IBERCLEAR so that clearance and settlement may be carried out under the operating rules established (or that may be approved in the future) by IBERCLEAR regarding the securities admitted to trading on the AIAF and represented by book-entries.

The Management Company, in the name and on behalf of the Fund, confirms that it is aware of the requirements and conditions for the listing, maintenance and de-listing of securities with AIAF in accordance with applicable regulations as well as the requirements of its the governing bodies, and the Management Company undertakes to comply with them.

In the event of a failure to meet the deadline for admission of the Notes to trading, the Management Company undertakes to publish the appropriate insider information (*información privilegiada*) or other relevant information (*otra información relevante*), as applicable, with the CNMV and make the announcement on the EU Securitisation Repository website for the purposes of article 7 of the EU Securitisation Regulation and in the Daily Bulletin of the AIAF or in any other media generally accepted by the market which guarantees adequate dissemination of the information, in time and content, concerning the reasons for such event and the new date for admission of the Notes to trading.

It is not expected that there will be an agreement with any entity to provide liquidity for the Notes during the term of the issue.

5.2. Paying agent and depository institutions

5.2.1. Paying Agent

The Management Company, on behalf of the Fund, will appoint Banco Santander as Paying Agent.

The Management Company in the name and on behalf of the Fund, shall enter into with Banco Santander a paying agent agreement (the "**Paying Agent Agreement**") to service the issue of the Notes, the most significant terms of which are summarised in section 3.4.8.2 of the Additional Information.

5.2.2. Depository Institutions

Not applicable.

6. EXPENSES OF THE ADMISSION TO TRADING

6.1. An estimate of the total expenses related to the admission to trading

The estimated expenses arising from the incorporation of the Fund and the issue and admission to trading of the Notes amount to € 2,000,000. These expenses include, inter alia, the registration of the prospectus with the CNMV, AIAF and Iberclear, and other third parties (which include Rating Agencies, legal advisors, Auditors, Arranger, Joint Lead Managers, Management Company, Third Party Verification Agent, the Pre-Hedge Novation Amount (if applicable in accordance with section 3.4.8.1 of the Additional Information), cash flow model providers, notarial services and translation fees).

These expenses will be paid out of the Start-Up Expenses Loan Agreement, except for the Pre-Hedge Novation Amount, which will be paid with the proceeds arising from the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

7. ADDITIONAL INFORMATION

7.1. Statement of the capacity in which the advisors have acted

(a) CUATRECASAS participates as legal advisor with respect to the structure of the transaction, has reviewed the legal regime and tax rules applicable to the Fund set forth in section 4.5.4 of the Registration Document in its capacity as an independent third party, and shall issue the legal opinion required under article 20.1 of the EU Securitisation Regulation.

(b) GARRIGUES participates as legal advisor of the Arranger and the Joint Lead Managers and has reviewed the Prospectus and the structure of the transaction for the benefit of the Arranger and the Joint Lead Managers.

(c) PCS has been designated as the Third-Party Verification Agent (STS) and has prepared the PCS Assessments, which will be available for investors on the PCS website https://pcsmarket.org/transactions

(d) DELOITTE has issued a Special Securitisation Report on the Preliminary Portfolio for the purposes of complying with the provisions of article 22 of the EU Securitisation Regulation, on the fulfilment of the Eligibility Criteria set forth in section 2.2.2.3.3 of the Additional Information. In addition, Deloitte has verified the accuracy of the data disclosed in the stratification tables included in section 2.2.2.2 of the Additional Information, and the CPR tables included in section 4.10 of this Securities Note.

7.2. Other information in the Securities Note which has been audited or reviewed by auditors or where auditors have produced a report

Not applicable.

7.3. Credit ratings assigned to the securities at the request or with the cooperation of the issuer in the rating process. A brief explanation of the meaning of the ratings if this has previously been published by the rating provider

On the registration date of this Prospectus, the Rated Notes included in this Securities Note were given the following provisional ratings by the Rating Agencies (as of the date of registration of this Prospectus, no notification has been received from the Rating Agencies modifying such provisional ratings):

	FITCH	MOODY'S
Class A Notes	AA+sf	Aa1(sf)
Class B Notes	A+sf	A2(sf)
Class C Notes	BBB+sf	Baa3(sf)
Class D Notes	BBsf	Ba1(sf)
Class E Notes	NR	NR
Class F Notes	NR	NR

If the provisional credit ratings of the Rated Notes are not confirmed as final by any of the Rating Agencies on or prior to the Disbursement Date (unless such provisional ratings are upgraded), this circumstance will be immediately reported to the CNMV and all counterparties of the Fund (including other Rating Agencies) and made public as provided in section 4 of the Additional Information and will result in termination of the incorporation of the Fund, the Notes issue and all Transaction Documents (except for the Start-Up Expenses Loan Agreement in relation to the expenses of incorporation of the Fund), and the assignment of the Receivables.

7.3.1. Ratings considerations

The meaning of the ratings assigned to the Notes by FITCH and MOODY'S can be reviewed at those Rating Agencies' websites:

(a) www.moodys.com; and

(b) www.fitchratings.com

The ratings assigned by the Rating Agencies do not constitute an evaluation of the likelihood of Borrowers prepaying principal, nor indeed of the extent to which such payments differ from what was originally forecast and should not prevent potential investors from conducting their own analysis of the Notes to be acquired. The ratings are not by any means a rating of the level of actuarial performance.

The abovementioned credit ratings are intended purely as an opinion and should not prevent potential investors from conducting their own analyses of the securities to be acquired.

The Rating Agencies may revise, suspend or withdraw the final ratings assigned at any time, based on any information that may come to their notice. Those events, which shall not constitute early liquidation events of the Fund, shall forthwith be notified to both the CNMV

and the Noteholders, in accordance with the provisions of section 4.1 of the Additional Information.

On 31 October 2011, MOODY'S and Fitch were registered and authorised by ESMA as European Union Credit Rating Agencies in accordance with the provisions of CRA Regulation.

7.3.2. Moody's

Moody's Global Long-Term Rating Scale appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

(a) **Aaa(sf)**: Obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk.

(a) **Aa(sf)**: Obligations rated Aa are judged to be of high quality and are subject to very low credit risk.

(b) **A(sf)**: Obligations rated A are judged to be upper-medium grade and are subject to low credit risk.

(c) **Baa(sf)**: Obligations rated Ba are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics.

(d) **Ba(sf)**: Obligations rated Ba are judged to be speculative and are subject to substantial credit risk.

(e) **B(sf)**: Obligations rated B are considered speculative and are subject to high credit risk.

(f) **Caa(sf)**: Obligations rated Caa are judged to be speculative of poor standing and are subject to very high credit risk.

(g) **Ca(sf)**: Obligations rated Ca are highly speculative and are likely in, or very near, default, with some prospect of recovery of principal and interest.

(h) **C(sf)**: Obligations rated C are the lowest rated and are typically in default, with little prospect for recovery of principal or interest.

7.3.3. Fitch

Fitch's ratings of structured finance obligations on the long-term scale consider the obligations' relative vulnerability to default. These ratings are typically assigned to an individual security or tranche in a transaction and not to an issuer.

(a) **AAA (sf)**: Highest Credit Quality. 'AAA' ratings denote the lowest expectation of default risk. They are assigned only in cases of exceptionally strong capacity for payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.

(b) **AA (sf)**: Very High Credit Quality. 'AA' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.

(c) **A (sf)**: High Credit Quality. 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.

(d) **BBB (sf)**: Good Credit Quality. 'BBB' ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity.

(e) **BB (sf)**: Speculative. 'BB' ratings indicate an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time.

(f) **B (sf)**: Highly Speculative. 'B' ratings indicate that material default risk is present, but a limited margin of safety remains. Financial commitments are currently being met; however, capacity for continued payment is vulnerable to deterioration in the business and economic environment.

Within rating categories, Fitch may use modifiers. The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories. Such suffixes are not added to 'AAA' ratings and ratings below the 'CCC' category.

Where a rating is referred to as "expected," alternatively referred to as "expects to rate," it will have a suffix as (EXP). This indicates that the assigned rating may be sensitive to (i) finalisation of the terms in the draft documents or (ii) fulfilment of other contingencies at closing. For example, expected ratings can be assigned based on the agency's expectations regarding final documentation, typically based on a review of the draft documentation provided by the issuer. When final documentation is received, the (EXP) suffix typically will be removed and the rating updated if necessary.

7.3.4. Final rating considerations

The Rating Agencies differentiates structured finance ratings from fundamental ratings (i.e., ratings on nonfinancial corporate, financial institution, and public sector entities) on the long-term scale by adding the suffix (sf) to the structured finance ratings.

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ADDITIONAL INFORMATION TO BE INCLUDED IN RELATION TO ASSET-BACKED SECURITIES

(Annex 19 of the Prospectus Delegated Regulation)

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1. THE SECURITIES

1.1. A statement that a notification has been, or is intended to be communicated to ESMA, as regards simple, transparent and standardised securitisation (STS) compliance, where applicable

The securitisation transaction described in this Prospectus is intended to qualify as a simple, transparent and standardised securitisation (STS securitisation) within the meaning of article 18 of the EU Securitisation Regulation. Consequently, on or about the Date of Incorporation (and in any case within fifteen (15) calendar days from the Date of Incorporation), Banco Santander, as Originator, will submit the STS Notification to ESMA Register of STS notifications in accordance with article 27 of the EU Securitisation Regulation, pursuant to which compliance with the requirements of articles 19 to 22 of the EU Securitisation Regulation shall be notified to the ESMA register of STS notifications in order to request that the securitisation transaction described in this Prospectus is included in the ESMA Register of STS notifications for the purposes of article 27(5) of the EU Securitisation Regulation.

The Management Company, by virtue of a delegation by the Originator, shall notify the competent authority of the submission of such mandatory STS Notification to ESMA, and attaching such notification.

1.2. STS compliance

None of the Management Company, on behalf of the Fund, the Seller (in its capacity as originator), the Arranger, the Joint Lead Managers or any other party to the Transaction Documents gives any explicit or implied representation or warranty as to (i) the inclusion of this securitisation transaction in the list administered by ESMA within the meaning of article 27(5) of the EU Securitisation Regulation, and (ii) whether this securitisation transaction shall be recognised or designated as 'STS' or 'simple, transparent and standardised' within the meaning of article 18 of the EU Securitisation Regulation after the date of notification to ESMA.

The status of the STS Notification is not static and investors should conduct their own research regarding the status of the STS Notification on the ESMA website (https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-andstandardised-sts-securitisation).

The Seller, as originator, shall be responsible for the fulfilment of the requirements of articles 19 to 22 of the EU Securitisation Regulation and shall immediately notify ESMA and inform its competent authority when the transaction no longer meets the requirements of article 19 to 22 of the EU Securitisation Regulation.

Prospective investors are themselves responsible for analysing their own regulatory position, and should consult their own advisers in this respect and should consider (and where appropriate, take independent advice on) the consequence from a regulatory perspective of the transaction not being considered an STS securitisation, including (but not limited to) that the lack of such designation may negatively affect the regulatory position of, and the capital charges on, the Notes and, in addition, have a negative effect on the price and liquidity of the Notes in the secondary market.

1.3. Third-party verification

The Seller, as Originator, has used the service of PCS, as a Third-Party Verification Agent (STS) in connection with an assessment of the STS Verification. It is expected that the STS Verification prepared by PCS:

(a) will be issued on or prior to the Date of Incorporation of the Fund, and

(b) will be available for investors on the PCS website (https://www.pcsmarket.org/sts-verification-transactions/) together with a detailed explanation of its scope at https://www.pcsmarket.org/disclaimer.

The STS Verification is not a recommendation to buy, sell or hold securities, is not investment advice whether generally or as defined under DIRECTIVE 2014/65/EU (MiFID II) and are not a credit rating whether generally or as defined under the CRA Regulation or Section 3(a) of the United States Securities Exchange Act of 1934 (as amended from time to time, the "Exchange Act"). PCS is not an "expert" as defined in the United States Securities Act.

There can be no assurance that the securitisation transaction described in this Prospectus will receive the STS Verification and if the securitisation transaction described in this Prospectus does not receive the STS Verification, this shall not, under any circumstances, affect the liability of the Seller and the Fund in respect of its legal obligations under the EU Securitisation Regulation, nor shall it affect the obligations imposed on institutional investors as set out in article 5 of the EU Securitisation Regulation. Having said that, since PCS has prepared draft versions of the STS Verification during the process leading to registration of this Prospectus, it is expected that the final STS Verification will be positive.

Investors should conduct their own research regarding the nature of the STS Verification and must read the information available in http://pcsmarket.org. In the provision of STS Verification, PCS bases its decision on information provided directly and indirectly by the Seller (as originator). For the avoidance of doubt, the PCS website and the contents thereof do not form part of this Prospectus.

1.4. The minimum denomination of an issue

The Fund, which is represented by the Management Company, will be incorporated with the Initial Receivables assigned by the Seller to the Fund on the Date of Incorporation, the Outstanding Balance of which will be equal to or slightly higher than EIGHT HUNDRED MILLION EUROS (€ 800,000,000), which represents the nominal value of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, and the Class E Notes.

For clarification purposes, as the Receivables represent at any time ninety-five per cent (95%) of any and all of the receivables arising from the Loans, the total aggregate Outstanding Balance of the Loans will be approximately € 842.105.263,16.

The Fund shall issue the Class F Notes with an aggregate nominal value of SIXTEEN MILLION EUROS (€ 16,000,000), which will be deposited in the Cash Flow Account and used to fund the Reserve Fund in an amount equal to the Initial Reserve Fund.

1.5. Confirmation that the information relating to an undertaking/obligor not involved in the issue has been accurately reproduced from the information published by the undertaking/obligor

Not applicable.

2. THE UNDERLYING ASSETS

2.1. Confirmation that the securitised assets backing the issue have characteristics that demonstrate the capacity to produce funds to service any payments due and payable on the securities

The Seller confirms that the flows of principal, ordinary interest and any other amounts generated by the Receivables are sufficient to meet the payments due and payable under the Notes in accordance with the contractual nature thereof.

However, in order to cover any eventual payment defaults of the Borrowers, credit enhancement will be put in place in order to increase the security or regularity of the payments of the Notes and mitigate or neutralise differences in interest rates on the Loans, and which are described in section 3.4.2 of this Additional Information. Such enhancements, however, may prove to be insufficient in exceptional circumstances.

Not all the Notes issued have the same risk of default.

2.2. Assets backing the issue

Receivables

The Fund will pool in its assets the Receivables arising from Loans granted by the Seller to the Borrowers for consumer financing, without limitation, debtor´s expenditures (including small consumer expenditures and other non-defined expenditures), the purchase of consumer goods in its broadest sense (including finishing home working construction), the purchase of goods (including the acquisition of new and used vehicle or services). For clarification purposes, the Receivables shall represent at any time ninety-five per cent (95%) of the receivables arising from the Loans.

The requirements to be met by the Receivables to be assigned to the Fund and their characteristics are described in the sections below and in the Deed of Incorporation.

Additional information can be found below regarding the following:

(a) Maximum Receivables Amount; and

(b) Enforcement proceedings.

Maximum Receivables Amount

The maximum amount of the Outstanding Balance of the Receivables pooled in the Fund will be equal to or slightly higher than EIGHT HUNDRED MILLION EUROS (€ 800,000,000) (the "**Maximum Receivables Amount**"), equivalent to the aggregate nominal value of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, and the Class E Notes.

Additional Information on enforcement proceedings

If documented in a public document

The implications of formalising a Loan agreement in a public document (in the form of an *escritura pública* or a *póliza*) are regulated in article 517 Civil Procedural Law. In this sense, article 517.2.4º Civil Procedural Law establishes that public deeds (*escrituras públicas* or *pólizas*) will be enforceable in order to exercise the enforcement action (*acción ejecutiva*). The former basically means that, if there is an executive copy (*copia con carácter ejecutivo*)

and a settlement agreement (*pacto de liquidez*) or a fixed amount, direct enforcement of the Loan is possible.

> *Article 517 Civil Procedural Law. Enforcement action. Enforcement titles.*
> *1. The enforcement action shall be based on an enforceable title.*
> *2. Only the following instruments shall be enforceable:*
> *(…)*
> *4º Public deeds, provided that it is the first copy; or if it is the second, that it is granted under a court order and with a summons to the person who is to be harmed, or to the person who caused the damage, or that it is issued with the agreement of all the parties.*

Therefore, if the Loan agreement is formalised in a public document, the Servicer may also initiate an enforcement court proceeding (*acción ejecutiva*) and foreclose on the security or even attach *(embargar)* other assets of the Borrower.

If documented in a private document

If the Loan agreement has not been formalised as a public document but as a private document, the Servicer will have to commence declarative proceedings for the recognition of the amounts that are due and payable under the Loan agreement in order to subsequently be able to commence enforcement action of the potential ruling against the assets of the Borrower.

General criteria

The general criteria at the time of origination was to formalise in a public document those Loans which (i) initial outstanding amount was above € 30,000; and (ii) maturity date was longer than 96 months.

For illustrative purposes, and according to the information contained in table (xvi) of section 2.2.2.2 of the Additional Information, 0.19% of the Loans, representing 0.28% of the Outstanding Balance of the Receivables, meet that criteria.

2.2.1. Legal jurisdiction by which the pool assets is governed

The Receivables are governed by the Spanish laws. In particular, the securitised Receivables are governed by the Spanish banking regulations and, specifically and where applicable, by:

(a) Law 16/2011 (and regarding the Additional Receivables, Law 16/2011 or any other relevant regulations applicable from time to time);

(b) Circular 8/1990 of Bank of Spain, of 7 September, on transparency of transactions and protection of customers;

(c) Order EHA/2899/2011, of 28 October, on transparency and protection for customers of banking services;

(d) Circular 5/2012, of 27 June, of Bank of Spain, for credit entities and providers of payment services, on transparency of banking services and responsible granting of loans, where applicable;

(e) the Consumer Protection Law; and

(f) Law 7/1998, of 13 April, on General Contracting Conditions ("**Law 7/1998**").

2.2.2. General characteristics of the Borrowers, Receivables and the economic environment, as well as any global statistical data referred to the securitised assets

2.2.2.1. Assignment

Assignment of the Initial Receivables

The total Outstanding Balance of the Receivables to be assigned to the Fund on the Date of Incorporation will be equal to the Maximum Receivables Amount, i.e., EIGHT HUNDRED MILLION EUROS (€ 800,000,000) or an amount *slightly* higher and as close as possible to that amount.

The assignment of the Initial Receivables will be effective from the Date of Incorporation and will be documented by means of the Master Sale and Purchase Agreement (which will include a list of the Initial Receivables assigned to the Fund), executed by means of a notarial deed (*póliza*) simultaneously with the Deed of Incorporation and upon incorporation of the Fund.

In order for the Initial Receivables to be assigned to, and acquired by, the Fund, each Initial Receivable shall, on the Date of Incorporation, individually satisfy all the representations and warranties established in section 2.2.8.6 below (the "**Individual Eligibility Criteria**").

None of the Loans are secured by guarantees (*avales/fianzas*) granted by third parties (*avalistas*) although such Loans could benefit from third-party guarantees at any time in the future.

Both Initial Receivables and Additional Receivables

Any Receivables (either the Initial Receivables or the Additional Receivables) to be offered by the Seller to the Fund will be existing eligible receivables held by the Seller on the Date of Incorporation (in respect of the Initial Receivables) or on the Purchase Date (in respect of the Additional Receivables), will be randomly selected (in the case of the Initial Receivables, from the Preliminary Portfolio) and shall meet the relevant Eligibility Criteria (as applicable), as set forth (i) in sub-section "*Assignment of the Initial Receivables*" above (in respect of the Initial Receivables); and (ii) in section 2.2.2.3.3 of the Additional Information (in respect of the Additional Receivables).

Such assignment will be made in the terms described in section 3.3.1 *et seq.* of the Additional Information.

Selection of Initial Receivables from the Preliminary Portfolio

The preliminary loan portfolio from which the Initial Receivables shall be selected comprises 134,011 Loans (the "**Preliminary Portfolio**"), with an Outstanding Balance as of 19 April 2023 (the "**Cut-Off Date**") amounting to € 1,457,150,032.

The Borrowers under the Loans securitised were individuals' resident in Spain at the time of execution of the relevant Loan agreement.

Review of the selected assets securitised through the Fund upon being established

Deloitte has reviewed a sample of 465 Loans randomly selected out of the Preliminary Portfolio from which the Initial Receivables shall be selected.

The results, applying a confidence level of at least 99%, are set out in a special securitisation report prepared by Deloitte for the purposes of complying with article 22.2 of the EU Securitisation Regulation. The Seller, as originator, confirms that no significant adverse findings have been detected.

Additionally, Deloitte has verified the data disclosed in the following stratification tables in respect of the Preliminary Portfolio.

The Management Company has requested from the CNMV the exemption to submitting the special securitisation report according to the second paragraph of article 22.1 c) of Law 5/2015.

None of the Fund, the Management Company, the Arranger, the Joint Lead Managers, the Paying Agent or any other party to the Transaction Documents other than the Seller has undertaken or will undertake any investigation, search or other action to verify the details of the Receivables and the Loan agreements or to establish the creditworthiness of the Borrowers.

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2.2.2.2. Initial Receivables

(i) Distribution by Outstanding Balance

The Outstanding Balance is between € 100 and € 90,117 with an average of € 10,873. The scope of the intervals is defined as including the first and excluding the last amount of such intervals. There are 1,580 Loans with an Outstanding Balance higher than € 41,000 (5,29% of the Outstanding Balance of the Loans).

The following chart shows the distribution of the Loans by Outstanding Balance:

Outstanding Balance (EUR)	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
<1000	121	0.09%	103,101	0.01%
1000-3000	13,199	9.85%	30,536,464	2.10%
3000-5000	19,417	14.49%	79,179,153	5.43%
5000-7000	21,825	16.29%	129,812,385	8.91%
7000-9000	15,996	11.94%	127,706,016	8.76%
9000-11000	14,110	10.53%	140,154,432	9.62%
11000-13000	10,758	8.03%	128,556,281	8.82%
13000-15000	9,097	6.79%	126,971,674	8.71%
15000-17000	6,167	4.60%	98,270,898	6.74%
17000-19000	5,073	3.79%	91,194,463	6.26%
19000-21000	3,957	2.95%	78,820,482	5.41%
21000-23000	2,816	2.10%	61,763,235	4.24%
23000-25000	2,306	1.72%	55,207,288	3.79%
25000-27000	1,759	1.31%	45,680,911	3.13%
27000-29000	1,778	1.33%	49,788,110	3.42%
29000-31000	1,199	0.89%	35,870,132	2.46%
31000-33000	739	0.55%	23,627,791	1.62%
33000-35000	742	0.55%	25,209,550	1.73%
35000-37000	559	0.42%	20,108,110	1.38%
37000-39000	459	0.34%	17,419,861	1.20%
39000-41000	354	0.26%	14,142,460	0.97%
>41000	1,580	1.18%	77,027,237	5.29%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

Max	90,117
Min	100
Average	10,873

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(ii) Distribution by initial amount

The initial amount is between € 1,077 and € 100,000, with an average of € 13,368. The scope of the intervals is defined as including the first and excluding the last amount of such intervals.

The following chart shows the distribution of the Loans by initial principal:

Outstanding Balance (EUR)	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
1000-3000	690	0.51%	1,074,208	0.07%
3000-5000	15,083	11.26%	41,608,134	2.86%
5000-7000	22,086	16.48%	103,752,749	7.12%
7000-9000	16,182	12.08%	101,445,480	6.96%
9000-11000	15,579	11.63%	125,495,143	8.61%
11000-13000	12,242	9.14%	119,112,514	8.17%
13000-15000	8,848	6.60%	100,420,782	6.89%
15000-17000	10,037	7.49%	130,324,462	8.94%
17000-19000	5,898	4.40%	86,709,319	5.95%
19000-21000	5,320	3.97%	87,340,935	5.99%
21000-23000	4,454	3.32%	80,213,286	5.50%
23000-25000	2,776	2.07%	54,906,862	3.77%
25000-27000	2,973	2.22%	63,376,671	4.35%
27000-29000	1,802	1.34%	41,156,880	2.82%
29000-31000	2,326	1.74%	57,801,238	3.97%
31000-33000	1,635	1.22%	43,364,656	2.98%
33000-35000	957	0.71%	27,084,739	1.86%
35000-37000	893	0.67%	26,560,998	1.82%
37000-39000	664	0.50%	20,896,042	1.43%
39000-41000	721	0.54%	24,201,072	1.66%
>41000	2,845	2.12%	120,303,861	8.25%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

Max	100,000
Min	1,077
Average	13,368

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(iii) Distribution by effective applicable interest rate

The weighted average interest rate of the Receivables is 6.55%. 100% of the Receivables have a fixed interest rate.

The Receivables do not allow for postponement of interest or principal instalments.

The following chart shows the distribution at intervals of 0.50% of the current nominal interest rate. The scope of the intervals is defined as including the first and excluding the last amount of such intervals. The nominal interest rate of the Loans is between 5.3% and 11.0%, with a simple average nominal rate of 6.6%.

Interest Rate %	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
5-5.5	6,387	4.77%	63,606,076	4.37%
5.5-6	55,648	41.52%	638,149,483	43.79%
6-6.5	15,273	11.40%	163,385,745	11.21%
6.5-7	26,635	19.88%	285,421,685	19.59%
7-7.5	6,710	5.01%	75,504,507	5.18%
7.5-8	9,602	7.17%	93,616,932	6.42%
8-8.5	2,533	1.89%	28,643,667	1.97%
8.5-9	3,345	2.50%	34,374,625	2.36%
9-9.5	1,331	0.99%	13,396,277	0.92%
9.5-10	5,603	4.18%	52,216,878	3.58%
10-10.5	384	0.29%	3,714,539	0.25%
10.5-11	560	0.42%	5,119,617	0.35%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

Max	11.0%
Min	5.3%
Average	6.6%
Weighted Average	6.5%

(iv) Distribution by year of origination

The following chart shows the distribution by year of origination. The formalisation dates fall between 2 January 2017 and 30 November 2022. The weighted average origination date is 4 February 2022.

Origination Year	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
2017	619	0.46%	3,930,048	0.27%
2018	1,328	0.99%	9,419,847	0.65%
2019	1,765	1.32%	9,379,618	0.64%
2020	3,809	2.84%	26,915,883	1.85%
2021	45,944	34.28%	457,527,525	31.40%
2022	80,546	60.10%	949,977,111	65.19%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

Max	30/11/2022
Min	02/01/2017
Weighted Average	04/02/2022

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(v) Distribution by year of maturity

The following chart shows the distribution by year of maturity. The maturity dates fall between 1 January 2024 and 12 December 2029. The weighted average maturity date is 22 July 2028 (5.2 years).

Maturity Year	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
2024	4,469	3.33%	13,177,021	0.90%
2025	11,102	8.28%	50,629,478	3.47%
2026	22,141	16.52%	143,384,919	9.84%
2027	19,472	14.53%	180,448,604	12.38%
2028	30,469	22.74%	383,040,691	26.29%
2029	46,358	34.59%	686,469,318	47.11%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

Max	12/12/2029
Min	01/01/2024
Weighted Average	22/07/2028

(vi) Distribution by original term to maturity

The original term to maturity has a weighted average amount of 6.4 years, being amid of 1.2 years and 8 years. The scope of the intervals is defined as including the first and excluding the last amount of such intervals.

Original Term (years)	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
1-2	185	0.14%	423,421	0.03%
2-3	1,496	1.12%	4,712,574	0.32%
3-4	3,914	2.92%	16,988,038	1.17%
4-5	20,179	15.06%	102,406,623	7.03%
5-6	19,678	14.68%	158,513,510	10.88%
6-7	17,991	13.43%	187,180,665	12.85%
7-8	68,220	50.91%	968,203,093	66.44%
8-9	2,348	1.75%	18,722,108	1.28%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

Max	8.0
Min	1.2
Average	6.0
Weighted Average	6.4

(vii) Delinquency in Receivables

The Seller warrants that on the Date of Incorporation of the Fund, none of the Receivables to be assigned to the Fund will be in arrears.

The scope of the intervals is defined as excluding the first and including the last amount of such intervals.

Delinquency	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
Not in arrears	134,011	100.00%	1,457,150,032	100.00%
1-30 days in arrears	0	0.00%	-	0.00%
>30 days in arrears	0	0.00%	-	0.00%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

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(viii) Distribution of Receivables by concentration of Borrowers

The following table shows the distribution of the Receivables by concentration of Borrowers.

Borrowers	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
Top 1	2	0.00%	177,495	0.00%
Top 5	14	0.01%	713,579	0.01%
Top 10	31	0.02%	1,274,686	0.02%
Top 20	56	0.04%	2,306,799	0.04%

(ix) Distribution by loan purpose

The following table shows the distribution of the Receivables by the purpose of the Loan.

Loan Purpose	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
Other	84,215	62.84%	869,334,191	59.66%
Living Expenses	30,399	22.68%	331,286,667	22.74%
Home Improvement	8,905	6.64%	129,655,374	8.90%
Used Vehicles	5,089	3.80%	55,252,963	3.79%
New Vehicles	3,141	2.34%	45,992,925	3.16%
Appliance or furniture	1,445	1.08%	15,857,678	1.09%
Other Vehicles	817	0.61%	9,770,233	0.67%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

The purpose "***Other***" reflects any consumer good or service not specified in any of the categories described above (there is no more specific data) and represents 59.66% of the Outstanding Balance of the Receivables. Within this concept, the following purposes are included: "***equipment***", "***medical expenses***", "***travel***", "***tuition***" and, most frequently, "***other/miscellaneous***". Within "other/miscellaneous", the Seller does not record the purpose of those Loans – there is no more specific purpose. For pre-approved Loans, there is not necessarily a purpose as those Loans are pre-approved by the Seller, and therefore, the purpose is not relevant. Equally, for those Loans that are not pre-approved, on many occasions the borrowers do not specify the purpose for the Loan, so therefore the purpose recorded by the branch is "others or miscellaneous". There are no referral groups of good and/or services (*grupos prescriptores*) that link financing to such good or service (e.g., health centres, master schools, private universities, etc.).

The purpose "***Other vehicle***" includes the financing of the acquisition of motorbikes, boats and trucks.

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(x) Distribution by Regulatory PD

The Regulatory PD has a weighted average of 1.34%, being amid of 0.26% and 3.93%. The scope of the intervals is defined as including the first and excluding the last amount of such intervals.

Regulatory PD (%)	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
0-0,5	31,352	23.40%	348,592,880	23.92%
0,5-1	21,300	15.89%	236,768,695	16.25%
1-1,5	23,227	17.33%	251,811,559	17.28%
1,5-2	21,334	15.92%	234,084,915	16.06%
2-2,5	20,821	15.54%	213,363,649	14.64%
2,5-3	8,288	6.18%	88,678,389	6.09%
3-3,5	7,258	5.42%	78,402,479	5.38%
3,5-4	431	0.32%	5,447,464	0.37%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

Max	3.93%
Min	0.26%
Average	1.36%
Weighted Average	1.34%

"**Regulatory PD**" means the probability of a borrower being unable to meet its payments obligations under the Loans over one-year period as stated in article 163 of CRR. Santander, as calculation agent of the Regulatory PD, will update the Regulatory PD of every Loan in the following two cases; (i) monthly, taking into account the own economic variables borne by the borrower, and (ii) yearly, as the model that supports the Regulatory PD's outcome has to be calibrated.

(xi) Distribution by autonomous communities

The following table shows the distribution as per the autonomous communities where the Borrowers are located. The four most frequent autonomous communities combined (Madrid, Andalucía, Cataluña and Valencia) amount to 56.44% of the number of Loans and 56.84% of the Outstanding Balance.

Region	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
Madrid	25,551	19.07%	285,315,135	19.58%
Andalucía	23,580	17.60%	252,381,034	17.32%
Cataluña	14,222	10.61%	159,123,354	10.92%
Valencia	12,280	9.16%	131,441,080	9.02%
Galicia	11,161	8.33%	115,877,742	7.95%
Canarias	9,950	7.42%	110,057,975	7.55%
Castilla-Leon	7,125	5.32%	73,182,825	5.02%
Castilla-La mancha	6,186	4.62%	66,592,478	4.57%
Murcia	3,637	2.71%	39,800,598	2.73%
Aragon	3,275	2.44%	36,086,370	2.48%
Extremadura	3,378	2.52%	35,101,960	2.41%
Baleares	3,110	2.32%	34,851,247	2.39%
País Vasco	2,789	2.08%	32,719,930	2.25%
Cantabria	2,552	1.90%	27,617,565	1.90%
Asturias	2,423	1.81%	25,236,051	1.73%
Navarra	1,383	1.03%	15,927,164	1.09%
La Rioja	911	0.68%	9,850,045	0.68%
Melilla	337	0.25%	3,986,877	0.27%
Ceuta	161	0.12%	2,000,604	0.14%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

(xii) Distribution by loan repayment system

The following table shows the distribution as per the repayment system of the Loans.

Loan repayment system	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
French amortisation	134,011	100.00%	1,457,150,032	100.00%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

(xiii) Distribution by instalment payment frequency

The following table shows the distribution as per the instalment payment frequency of the Loans.

Instalment payment frequency	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
Monthly payment	134,011	100.00%	1,457,150,032	100.00%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

(xiv) Distribution by interest payment frequency

The following table shows the distribution as per the interest payment frequency of the Loans.

Interest payment frequency	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
Monthly payment	134,011	100.00%	1,457,150,032	100.00%
Total	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

(xv) Distribution by employment status

The following table shows the distribution of the job status of borrower for "*non pre-approved*" Loans at the date of granting each relevant "*non pre-approved*" Loan (*fecha de apertura*):

Pre-approved?	Employment Status	No. Loans	No. Loans (%)	Current Balance (EUR)	Outstanding Balance (%)
No	EMRS	16,952	12.65%	215,888,583	14.82%
	PNNR	4,489	3.35%	46,327,794	3.18%
	EMBL	995	0.74%	14,990,183	1.03%
	OTHR	228	0.17%	4,121,655	0.28%
	SFEM	142	0.11%	1,756,797	0.12%
Yes	-	111,205	82.98%	1,174,065,020	80.57%
Total	-	**134,011**	**100.00%**	**1,457,150,032**	**100.00%**

For "*pre-approved*" Loans, in contrast to "*non pre-approved*" Loans, the Seller does not request each borrower to evidence its job status at the moment of granting the relevant Loan—although the Seller has sufficient information to acknowledge that such job status is not "*unemployed*".

Where the acronyms in the "***Employment Status***" have the following meanings:

- EMRS: Employed Private Sector;
- PNNR: Pensioner;
- EMBL: Employed Public Sector;
- OTHR: Other; and
- SFEM: Self-employed.

Regarding the pre-approved Loans, which amount to 80.57% of the Outstanding Balance of the Receivables, the origination policy described in section 2.2.7 of this Additional Information has not been softened.

(xvi) Distribution by documentation

The general criteria at the time of origination were to notarise any Loan agreement in a public deed if (i) the initial outstanding amount of the loan was over EUR 30,000; (ii) the maturity date was established for more than 96 months.

The following table shows the distribution of Loans that meet that criteria:

Documentation	No. Loans	No. Loans (%)	Outstanding Balance (EUR)	Outstanding Balance (%)
≥ EUR 30,000 and ≥ 96 months	253	0.19%	4,055,938	0.28%

2.2.2.3. Additional Receivables

During the Revolving Period, on the Purchase Date, the Fund, represented by the Management Company, will purchase Additional Receivables to compensate the reduction in the Outstanding Balance of the Receivables pooled in the Fund up to a maximum amount equal to the Revolving Period Principal Target Redemption Amount on the Determination Date preceding the Purchase Date, provided that the Seller has sufficient Additional Receivables to be assigned to the Fund meeting the Eligibility Criteria on such assignment date.

2.2.2.3.1. Revolving Period

The Revolving Period will start on Date of Incorporation (excluded) and will end on the Payment Date falling on 21 December 2023 (included) unless there is a Revolving Period Early Termination Event. During the Revolving Period the Fund shall purchase Additional Receivables on the Purchase Date in accordance with the preceding paragraph.

Early termination of the Revolving Period:

The Revolving Period will be early terminated on the Determination Date (inclusive), following the occurrence of any of the following Revolving Period Early Termination Events:

(a) if a Subordination Event occurs; or

(b) if the Reserve Fund is not funded up to the Required Level of the Reserve Fund after paying or retaining the relevant amounts required to be paid or retained in priority by the Fund on such date in accordance with the Pre-Enforcement Priority of Payments; or

(c) if, on the Payment Date immediately preceding the Determination Date, the Outstanding Balance of the Non-Defaulted Receivables have been less than 75.00% of the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on the Disbursement Date; or

(d) if tax regulations are amended in such a way that the assignment of Additional Receivables proves to be excessively onerous to the Seller; or

(e) if an Insolvency Event occurs in respect of the Seller; or

(f) if the Seller ceases to perform or is replaced as Servicer of the Receivables, or it fails to comply with any of its obligations established by the Deed of Incorporation or under the Prospectus; or

(g) if the audit reports on the Seller's annual financial statements show qualifications, which in the opinion of the CNMV, could affect the Additional Receivables; or

(h) if the credit granting policy set forth in section 2.2.7 of the Additional Information is materially modified; or

(i) if the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on the preceding Determination Date is higher than the sum of (i) the Outstanding Balance of the Receivables on the Determination Date, and (ii) the Acquisition Amount of the Additional Receivables to be acquired on that Payment Date.

2.2.2.3.2. Acquisition Amount of the Additional Receivables

The Additional Receivables shall be assigned at a price equal to the Acquisition Amount, as provided in section 3.3.3.2 of the Additional Information.

2.2.2.3.3. Eligibility Criteria

In order for the Additional Receivables to be assigned to, and acquired by, the Fund, both the Individual Eligibility Criteria and the Global Eligibility Criteria (the "**Eligibility Criteria**") set forth below must be satisfied on the Purchase Date.

Individual Eligibility Criteria

Each Additional Receivable shall, on the Purchase Date, individually satisfy all the representations and warranties established in section 2.2.8.6 below.

Global Eligibility Criteria

In addition to the Individual Eligibility Criteria, in order for the Additional Receivables to be assigned to the Fund as a whole (assuming for these purposes that the relevant Additional Receivables to be purchased on the Purchase Date have been assigned to the Fund), the following global eligibility criteria must be satisfied on the Purchase Date (the "**Global Eligibility Criteria**"):

(a) That the aggregate Outstanding Balance of the Receivables corresponding to the same Borrower does not exceed 0.05% of the total Outstanding Balance of the Receivables.

(b) That the weighted average remaining term of the Receivables, weighted by the Outstanding Balance of the Receivables, does not exceed eighty-four (84) months.

(c) That the aggregate Outstanding Balance of the Receivables corresponding to the autonomous community with the highest concentration does not exceed 26% of the total Outstanding Balance of the Receivables.

(d) That the Outstanding Balance of the Receivables corresponding to the three autonomous communities with the highest concentration does not exceed 65% of the total Outstanding Balance of the Receivables.

(e) That the weighted average interest rate of the Receivables weighted by the Outstanding Balance of the Receivables is not lower than 7.05%.

(f) That the aggregate Outstanding Balance of the Receivables higher than € 60,000 does not exceed 5% of the aggregate Outstanding Balance of the Receivables.

(g) That on the date of their assignment to the Fund, the Outstanding Balance of the Receivables is equal to the nominal amount (at par) at which the Receivables are assigned to the Fund.

For clarification purposes, the calculation of the Global Eligibility Criteria described in sections (a) to (g) above must be made on the total Outstanding Balance of the Receivables (which includes both Initial Receivables and Additional Receivables).

2.2.2.3.4. Procedure for the acquisition of Additional Receivables

The assignment of the Additional Receivables will take place in accordance with the following terms, the provisions set out in the Master Sale and Purchase Agreement and the provisions set out in the Deed of Incorporation:

(a) On the Offer Request Date, the Management Company will request the Seller the assignment of Additional Receivables to the Fund, specifying (i) the Available Funds on the Determination Date preceding the relevant Payment Date and (ii) the Payment Date on which the assignment to the Fund and payment of the purchase price of the assignment must be made.

Before 17.00 CET on the Offer Date, the Seller will offer to the Management Company the assignment of the Additional Receivables included in the assignment offer, which must meet the Eligibility Criteria, along with a data file detailing the selected Loans and their characteristics.

No later than on the fifth (5th) Business Day preceding the First Payment Date (the "**Purchase Date**"), the Management Company will communicate the Seller the acceptance of the assignment of all or part of the Additional Receivables, along with a data file with the details of the Additional Receivables accepted and their characteristics, as reported by the Seller.

In determining which Additional Receivables are to be included in the assignment acceptance, the Management Company will:

(i) check that the Receivables (and the Loans from which they are arising) listed on the assignment offer meet the Eligibility Criteria in accordance with the characteristics notified by the Seller; and

(ii) determine the Additional Receivables that are acceptable and eligible for assignment to the Fund for an amount not exceeding the Acquisition Amount.

For these purposes, "**Acquisition Amount**" means an amount equal to the sum of the 95% of the Outstanding Balance of the Additional Receivables pooled in the Fund on the Purchase Date.

(b) The assignment of the Additional Receivables will be full and unconditional from the Purchase Date and will be made for the entire remaining term until the total maturity of the Receivables, in accordance with section 3.3.2 of this Additional Information.

For the purposes of this section:

"Offer Request Date" means the date corresponding to the eighth (8th) Business Day preceding the First Payment Date during the Revolving Period on which the Management Company will request the Seller the assignment of Additional Receivables to the Fund.

"Offer Date" means the date corresponding to the sixth (6th) Business Day preceding the First Payment Date during the Revolving Period on which the Seller will offer to the

Management Company the assignment of the Additional Receivables included in the assignment offer.

2.2.3. Legal nature of the assets

The Receivables securitised by means of their assignment to the Fund are credit rights arising from Loans granted by the Seller to Borrowers for the financing of, among others, debtor's expenditures (including small consumer expenditures and other non-defined expenditures), the purchase of consumer goods in its broadest sense (including finishing home working construction), or the purchase of goods (including the acquisition of new and used vehicle or services), which have been granted pursuant to Law 16/2011 (and in respect to the Additional Receivables, pursuant to Law 16/2011 and/or any other relevant regulations applicable from time to time).

The Receivables will be directly assigned to the Fund, upon being sold by the Seller and acquired by the Fund, on the terms provided for in section 3.3 of this Additional Information.

The assignment of the Receivables is governed by Spanish common law (*ley española común*), i.e., articles 1526 *et seq.* of the Spanish Civil Code.

2.2.4. Expiration or maturity date(s) of assets

Each of the selected Loans matures in accordance with its particular terms and conditions, as set out in the relevant Loan agreement, without prejudice to the partial periodic repayment instalments.

The Borrowers may prepay all or any part of the outstanding balance of the Receivables arising from the Loans at any time during the term of the Loans, ceasing as from the date of repayment the accrual of interest on the prepaid portion as from the repayment date.

The maturity date of any Receivable will be in no event later than 1 January 2034 (the "**Final Maturity Date**").

2.2.5. Amount of the Receivables

The Receivables assigned by the Seller to the Fund will have an amount equal to or slightly higher than EIGHT HUNDRED MILLION EUROS (€ 800,000,000) equivalent to the nominal value of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

The information about the Preliminary Portfolio from which the Initial Receivables to be assigned on the Date of Incorporation is located in section 2.2.2 of this Additional Information.

No Loans in arrears will be assigned to the Fund.

2.2.6. Loan to value ratio or level of collateralisation

The Loans of the Preliminary Portfolio have no real estate mortgage security (*garantía hipotecaria*); therefore, the information concerning the ratio of the outstanding balance as regards the appraisal value does not apply.

2.2.7. The method of origination or creation of assets, and for loans and credit agreements, the principal lending criteria and an indication of any loans which do not meet these criteria and any rights or obligations to make further advances

The Loans of the Preliminary Portfolio originated in 2021 and 2022 have been granted by the Seller according to its usual procedures of analysis and assessment of the credit risk regarding the granting of loans to individuals for consumer purposes ("**Banco Santander Policies**")

which are described herein, representing a total of 96.59% of the Outstanding Balance of the Receivables. Notwithstanding the foregoing, the rest of the Loans, representing a total of 3.41% of the Outstanding Balance of the Receivables, corresponding to Loans granted between 2017 and 2020, have followed risk policies that do not differ substantially from the Banco Santander Policies described herein.

The Additional Receivables to be assigned to the Fund will be granted in accordance with the Banco Santander Policies described in this section.

The Seller undertakes to disclose to the Management Company without delay any material change in Banco Santander Policies and to the Noteholders and potential investors. Any material changes in the underwriting standards after the date of this Prospectus that affects the Additional Receivables will be fully disclosed to investors and potential investors, as an extraordinary notice, pursuant to section 4.2.2 of the Additional Information. Additionally, if the credit granting policy set forth in section 2.2.7 of the Additional Information is materially modified, it would constitute a Revolving Period Early Termination Event.

There are no referral groups of good and/or services (*grupos prescriptores*) that link financing to such good or service (e.g., health centres, master schools, private universities, etc.).

Considerations on pre-approved Loans

With respect to pre-approved Loans, it is undertaken a bimonthly selection of pre-approved clients with the last available information, at the end of the preceding month by means of a number of policies and using a behaviour score and an individualised limit computed on the basis of the payment ability of the client. All the necessary data to calculate the eligibility and limits is automatically retrieved and no documentation is requested from the client.

Within the applied policies to define the final client the following are applied, amongst others:

(i) clients with current default with Banco Santander;

(ii) default historical data in Banco Santander;

(iii) client in unemployment status;

(iv) negative reports from bureaus over EUR 150 for banking financial debt, and over EUR 500 for other debts (tele-communications companies, electrical companies, etc);

(v) default in CIRBE;

(vi) restructured client;

(vii) client working for a company or group under economic problems; and

(viii) low credit quality or insufficient ability to pay under a behaviour score;

If the client fails to meet any of the criteria mentioned in (i) to (viii) above, the client will no longer be eligible for a pre-approved loan. As for the admission of non-pre-approved loans, apart from these criteria, the client and the operation must go through a scoring model where other variables are considered.

Regarding the debtor situation, the internal assessment on clients in unemployment status is made by means of inflows from INEM (governmental unemployment agency).

As per the limit for the pre-approved Loan, the computing system contains a logic to consider the different weightings for recurring inflows and those that are less recurrent.

The whole client expenses are taken into consideration, adjusted by its recurring nature, in order to compute an indebtedness capacity of the client, which is then used in order to allocate the relevant limit for the pre-approved Loan.

Finally, in regards the process of granting the pre-approved loan once the client has applied for the pre-approved loan, a real-time assessment is made by the risk system under which the granting policy is again verified—and in the event that any element has changed and the solvency situation of the debtor does not match with the required situation by Banco Santander, the application is denied. The communications sent by Banco Santander to the clients in connection with the pre-approved limit, there is a reference to the right of Banco Santander to deny the application in the event that the solvency situation has changed or there are records in the credit bureaus (new or existing, but Banco Santander could not use at a prior time in order to generate the commercial offer of the pre-approved Loan because of the application of data privacy regulations).

Consideration on recoveries

Generally, a judicial claim will be filed for Loans above EUR 2,000. The suit is made by means of the legal proceedings foreseen for each type of agreements, i.e., with or without an enforceable title (*título ejecutivo*) an average term for the dispatch of enforcement (i) for those loans formalised in public document, of six (6) months; and (ii) for loans documented on a private documents of seven (7) months.

In the event of filing a declarative proceeding, the average term for the dispatch of enforcement is twelve to eighteen (12 to 18) months – nevertheless such proceeding is residually used.

2.2.7.1. Risk policies, methods and procedures in the review and approval of loans and credit facilities

Banco Santander's internal rules contain certain policies, methods and procedures for the review and approval of financing transactions approved by the delegated risk committee.

Approval of the risk is a pre-requisite for entering into any risk transaction with a customer. The approval of risk transactions with customers is a limit on customer credit risk, approved at the corresponding level according to delegated powers, which takes into account the credit I. quality of the risk party or parties, the maximum amount of the transaction or facility, the maximum term of the operation, the additional security contemplated therein, the yield and other requirements that have been reviewed in order to approve the transaction.

The system for proposing risk transactions is part of the process for establishing counterparty risk limits. Risk transaction proposals are used by Banco Santander's business units and commercial branch offices in Spain to process any type of requests for risk transactions with customers for review and decision-making.

The review of credit risk consists of analysing the customer's ability to meet its contractual commitments to the Bank and other creditors, thus including an analysis of the customer's credit quality, the risk transactions, any security provided, and the return to be obtained in line with the risk assumed.

Risk is reviewed and classified by applying previously defined methods or models in line with the risk segments identified by Banco Santander.

The risk analysis first takes place via automated assessment systems or decision-making support systems. In those cases, in which an automatic decision does not occur, an analysis is subsequently performed by the Retailer Acceptance Unit (*Unidad de Admisión Manual*) (UAM), whose risk analysts engage in reviews at the customer/transaction level.

The risk reviews or analyses require sufficient, up-to-date, comparative and reliable information to permit knowledge of the actual situation of each customer, their customary sources of income and short- and long-term forecasts. The quantitative and qualitative information to be analysed with respect to a customer depends on the risk type or segment and on the purpose of the transaction, among other things, and will be different in each case. Both the commercial manager and the risk analyst must be aware of and use such information.

The risk review should be performed each time a new customer/transaction is submitted or with a pre-established frequency, depending on the segment involved.

Banco Santander applies internal, responsible and prudent criteria in risk reviews for providing financing, which include the following:

1. Acceptance of the customer and finance-worthy activities, in accordance with fraud and money laundering and terrorism financing prevention policies, and with the Global Social and Environmental Responsibility Policy. Customers that have been "filtered" through money laundering and terrorism financing prevention cannot engage in transactions within the Bank.

2. Portfolio risk: Specific restrictions and/or conditions that feature in the planning of the corresponding credit portfolio shall be observed, and any concentration limits that may have been established must particularly be taken into account. In this regard, the commercial Strategic Programmes that annually determine the risk planning, criteria and policies to apply to such portfolios are of particular importance in standardised risk portfolios.

3. Customer risk: Review and classification of the customer, carried out in accordance with the corresponding model, must primarily allow for an evaluation of:

    - The ability of the customer to comply with the financial obligations assumed in due time and form.

    - The payment history and willingness to comply with its obligations to the Bank and to other institutions during the term of the transactions.

In accordance with applicable law, Banco Santander does not apply any discriminatory policies in decision-making on risk transactions.

The main criteria that form part of the decision-making process in this phase are:

a) Personal details of parties

a.1) Residency of the risk party or parties

The Bank's policy on this criterion distinguishes between those customers who are resident in Spain and non-residents, both verified and non-verified.

a.2) Age

The general criterion for acceptance provides that the age of the party or any of the parties shall be between 18 and 80 years (both inclusive), without guarantors. Transactions are not approved if one of the parties is below 18 years of age without guarantors.

This criterion applies to all products, with the exception of credit cards for which it is required that the party be above 18 years of age.

b) The payment capacity of the risk transaction party or parties

This criterion takes into account proven income by the risk parties, customary expenses and the theoretical rate of the loan. This allows for knowledge of customers' payment capacity in order to meet the financial obligations assumed, according to their main sources of income generation, without relying on guarantors, sureties or assets offered as security, which must always be considered a secondary and exceptional route of recovery.

In no case is it considered that the income available to the customer after servicing the debt may involve a clear limitation to cover the borrower's household expenses.

c) The personal, work and income stability of the risk party or parties

This criterion considers and classifies customers according to their level of work and income stability.

d) Information from payment and court files

Verification as to whether the party or parties appears in information from payment and court files, evaluating the reason, whether there was an error, or if it was due to lack of ability to pay; if paid, when and in what amount.

Risk transactions are not approved for customers without guarantors who appear in such files, unless the amount is below the threshold established in the risk policy for the product.

The evaluation of the customer's payment capacity takes into account whether the party or parties has had any type of debt restructuring with the Bank or if there were payment incidents or defaults on previously authorised transactions.

- Transaction risk: Criteria relating to the following will be evaluated:

  - ✓ Reasonableness of the transaction and term: The customer's request, contained in the risk proposal, must be consistent with the purpose reported/declared by the customer. There is an evaluation as to whether the proposed term and form of repayment are in accordance with the type of financing requested, as well as with the transaction being financed.

    In the case of foreign currency loans and credit facilities, the repayment structure and whether customers' primary sources of income are generated from the same or another currency are taken into account. If they come from another currency, the borrower's ability to withstand adverse fluctuations in exchange rates and the foreign interest rate must be assessed.

    Additionally, in the case of loans and credit facilities indexed to variable interest rates, there will be an assessment of the borrower's ability to withstand potential increases in the interest rates and, therefore, the repayment instalments.

- Security (financial, personal): Additional security reduces credit risk, given that in the case of non-payment by the risk party, and by way of the appropriate recovery procedures, recovery is possible via the financial instruments or via the secured assets or via the personal guarantees. When a request includes collateralisation, at least the following will be taken into account:

  - ✓ The type of guarantee being acceptable in accordance with applicable law.

- ✓ The financial instrument or the secured asset being perfectly identified.
- ✓ The amount and value of the security.
- ✓ Value fluctuation during the effectiveness of the security and of the secured obligation.
- ✓ The reducing or mitigating effect that it has on the risk assumed or to be assumed with the customer.

The internal rules govern the management and control of security (financial, and personal) with regard to customer risks, which assure the legal and financial effectiveness thereof and their preservation during the effective term of the transaction.

- Risk premium and expected loss: The risk premium and expected loss to be assumed in a risk transaction must be within the range of acceptable quality established for the corresponding portfolio.
- The price and other terms of the transaction. In the case of proposed restructurings of customer debts, the restructuring decision will mainly depend on the customer's history and the debtor's payment compliance, on any history of adjustments, on the customer's ability and willingness to pay, and on whether the risk with the customer is reduced or mitigated by way of:
  - ✓ Payment in part or in full of the mature debt, including interest due.
  - ✓ The contribution of additional financial security.
  - ✓ The contribution of other additional guarantees.
  - ✓ Reduction of the risk by means of use of lower-risk products and terms.
  - ✓ Other amendments to the terms of the restructured transaction that permit the payment of the outstanding debt.

In any case, as a general rule, a maximum of one restructuring per year and of three restructurings every five years is established for a single risk. If these limits are exceeded, unless due to business or market external conditions, they shall be considered an indication of serious deterioration, and consequently must be classified as payment arrangements (*acuerdos de pago*).

After the risk study a decision is made over the acceptance of the transaction and, if approved, formalisation, monitoring, assessment and control are carried out in accordance with the powers and duties delegated to the different bodies and persons entrusted therewith and applicable internal rules.

In general, the Bank does not permit conditions for loans and credits beyond the general approved limits and conditions, though in the exceptional case that they arise, they are reviewed and managed as provided for in each case.

2.2.7.2. Santander Recovery Management

1. Introduction

1.1. Purposes

This document describes the general risk framework and the credit risk framework for activities relating to the debt recovery management process.

1.2. Definition and Extent

Recovery efforts constitute a significant function within risk management at Santander, as the quality of portfolios is key to the development and growth of the business. Debt collection and recovery management is thus the subject of special and continuous focus, in order to ensure that such quality remains within expected levels at all times.

Recovery management can be defined as direct customer management aimed at the achievement of the following objectives:

1. To maintain and strengthen the relationship with the customer by watching the customer's payment behaviour, especially at the early stage of default.

2. Trying to position the payment of the Group's products and /or clients credit behaviour, in a high priority in their hierarchy, always complying with the current legal framework and existing good practices.

3. Contributing to the improvement of customer credit behaviour.

4. Correcting and recovering past due balances as quickly and cost effectively as possible, providing the most appropriate solution for the customer's situation.

5. Contributing to maximise recoveries and achieving a clear, credible and viable reduction in the balances for each portfolio.

This model covers the activities carried out entirely during the recovery process. It comes into play the first day past due or when the customer is classified as non-performing for reasons other than borrower arrears (subjective non-performing) and ends with recovery of the debt (or sale of the asset in the event of deed in lieu of foreclosure) or a definitive write-off.

This model also covers customers who have been classified as non-performing for reasons other than borrower arrears (subjective non-performing), even though they are not in arrears, as well as others for whom the entity deems it appropriate to initiate a debt recovery process.

This model applies across all customer segments regardless of who is in charge of managing it.

1.3. Scope

This recovery model applies at Santander, Spain.

2. Processes and Responsibilities

The recovery activity described in this recovery model rests upon the following four pillars:

- Recovery risk policies.
- Management strategies.
- Implementation and monitoring of the business.
- Comprehensive control and monitoring of business risk.

The recoveries function is responsible for defining the strategies for management as well as for business performance and monitoring. The recoveries function is responsible for defining the recoveries strategy.

2.1 Strategy development

In the specific case of NPEs (non-performing exposures) and, where applicable, foreclosed assets, the strategy should include quantitative objectives subject to deadlines for compliance, supported by their related operational plans. Both the strategy and the related operational plans will be defined and approved by the governing body and reviewed at least once a year.

To make collection more efficient, the strategy should focus on identifying the management levers and defining the best management channel to apply to each customer, based on their characteristics and issues.

2.1.1 Objectives

Reasonable non-performing levels will be established in the short and medium term, both in relative and absolute terms.

Objectives may be established both at portfolio and aggregate level. Wherever possible, both historical and international references will be taken into account when establishing objectives.

The means for establishing short- and medium-term objectives are linked to the budget (short-term) and the strategic plan (medium-term).

Quantitative objectives will be included (NPE inflows and outflows, recoveries and write-offs, non-performing levels) and clearly defined in the strategy, even for repossessed assets where appropriate.

In the case of non-performing portfolios (*carteras dudosas*) of significant ageing, a specific reduction target must be established, in line with the bank's expectations regarding the ageing of non-performing portfolios and, where appropriate, consistent with the risk appetite for these portfolios.

In this respect, the Bank's expectations place the maximum age of non-performing loans at 4 years.

Objectives will be established in accordance with the following references:

- By time frame: short-term (annual budget), medium-term (strategic 3-year plan).
- By main portfolios: in accordance with the stipulated segmentation criteria.
- By management levers: Identifying exit solutions or ways in which recoveries should be attempted.

2.1.2. Management levers

To reach the short-, medium- and long-term objectives for the different portfolios, the strategy considers the following (mutually compatible) management levers to be required:

- Cash collection: it should always be the first collection option. The regularisation of a debt by collection implies the full or partial cancellation of the debt, including payment arrangements under which Santander agrees to a payment Schedule with the customer.

- Renewal: Modification of the debt conditions for customers with financial difficulties, either current or foreseeable, which may prevent the fulfilment of their payment obligations.

- Legal options: Litigation management involves pursuing the recovery of unpaid debt through qualified legal counsel and court proceedings; this complements any parallel out-of-court activities.

  Taking into account management status or capacity, cases subject to court management can be classified as follows:

  - Pending cases or open cases: cases in which court and out-of-court proceedings effectively continue to be pursued.

  - Closed cases: cases in which the risk team specialising in recovery management decides that court proceedings should not be pursued further due to lack of solvency, the impossibility of locating the debtor or any other circumstance that bars the prosecution of the court proceedings, although out-of-court management continues.

- Write-offs, deeds in lieu and portfolio sales: Finalist management levers, their use being fundamental to maximise recovery with high risk profile customers with whom the relationship is extinguished, as well as when defining accelerated reduction strategies in run-off non-performing portfolios or portfolios of relevant age.

New technologies available in the market should be taken into account at all times with the aim of improving the recoveries function, including them in the management levers and in the function's operational plans.

2.1.3 Management channels

In the recoveries process, there are different management channels, both internal and external. Some of these are:

- Business function (manager, branches network): maintains contact with the customer in order to determine the reason why the default has arisen and in the early stages of arrears participates in the recoveries management.

- Risk function: maintains the information related to the customer's credit quality and valuation up to date and identifies warning alerts which enable changes in customers' credit quality to be anticipated.

- Recoveries managers: they are the specialists in the recoveries function, and therefore are responsible for defining the recoveries strategy and guaranteeing its correct execution. As the staff responsible for the cases, the recoveries managers are in charge of and manage the lawyers who are managing their cases and are responsible for supervising and making decisions regarding the judicial proceeding.

- Workout function: They will be responsible for the management of the clients included within the workout perimeter, establishing the strategy and action plans to be carried out, as well as monitoring their performance, with the aim of avoiding non-payment or deterioration of the situation.

- Telephone collection centres (internal and external to the entity): management through telephone contact with the customer from the first day past due or earlier, according to the strategies defined.

- External collection agencies or companies: companies combining extra-judicial and judicial recovery management for the recovery of the debts assigned to them, as well as the management of foreclosed assets.

- Lawyers or litigation law firms: they are external lawyers or outsourced agencies which provide legal services and the possibility of complementary extrajudicial services. There should be a sufficient number of qualified lawyers/law firms to provide cover for the portfolio of cases under litigation. In order to choose them and their number, their experience, history and external references should be taken into account and ensure that differentiation in the assignment of new cases is provided in accordance with the productivity of each one, ensuring, at the same time, that the recovery function performs the appropriate control and monitoring.

- Digital Channels: Apps, local units web portals, ATMs and any other channel that use Big data, virtual assistants, payment platforms, voice recognition, geolocalisation, analytics, etc.

Internal and external staff directly interacting with customers must have the necessary knowledge and skills in relation to the products on which they perform the activity, as well as on conduct practises with customers.

Additionally, in the case of external services, quality standards must be applied in the selection and controlling process, establishing service level agreements (SLAs) that, amongst other things, include fair customer treatment.

2.1.4 Operational plan

Once the objectives have been defined, the recoveries function defines the strategies and resource planning necessary to meet these objectives, which form part of the operational plan. This plan should detail, with sufficient granularity, the strategies and levers of execution for each of the sub-portfolios, customer segments, channels, etc. It is important in monitoring results to analyse internal and external factors that may hinder the effective realisation of the strategy.

The strategy will be supported by an operational plan to be defined, approved and reviewed by the management body. This plan will define how the strategy is implemented in a one- to three-year time horizon.

The operational plan will include:

- Clear aims and objectives with time frames for compliance.

- Activities to be undertaken by portfolio.

- Governance structures and mechanisms, including responsibilities and mechanisms for presenting information on activities and the results.

- Quality levels to guarantee effective results.

- Requirements for the assignment of personnel and resources.

- Technical infrastructure required and an improvement plan.

- Specific, consolidated budget requirements for applying the strategy.

- Plans for communicating with internal and external resources.

Special attention will be paid to any internal factors that may jeopardise the effective application of the strategy.

2.2. Application of the operational plan

Based on recoveries and risk policies, on a clear definition of responsibilities and on appropriate governance structures, including mechanisms for escalating issues.

The management body will be appropriately notified of any significant deviations from the plan, together with suitable corrective measures to be taken.

2.3. Integration of the strategy

The strategy will be integrated into the processes at all levels within the organisation, including strategic and operational levels.

The strategy's essential elements will be communicated to the staff involved. This staff will be assigned clear objectives and incentives, geared towards compliance with the strategy and the operational plan. Related to conduct and quality, these incentives could take into account both the quantitative as the qualitative part.

The strategy's significant elements will be included and must be consistent with the business plan and the budget.

Special attention will be paid to:

- "Internal Capital Adequacy Assessment Process", or ICAAP: All the NPE strategy's significant elements should be in accordance with the ICAAP and integrated into it.

- "Risk Appetite Framework", where clearly defined indicators and RAF limits will be established and aligned with the strategy's basic elements and objectives.

- Whenever the recovery plan includes indicator levels relating to the NPEs, they will be aligned with the objectives and the operational plan for the NPE strategy.

- For the various "Strategic Commercial Plans" (SCPs), it will be ensured that they are in accordance with rest of the commercial strategy.

A high level of monitoring and control by the risk management functions will be guaranteed with regard to drawing up and applying the strategy and the operational plan.

2.4. Control and monitoring

Control processes are conducted both at the first line of defence, where risk is generated and managed, and at the second line of defence, where risk is controlled and supervised.

In the first line of defence, the recoveries function is responsible for the management control processes, including monitoring business results, meeting objectives and the effectiveness of recoveries management.

The risk function is responsible for comprehensive risk control and monitoring, involving:

- Control of compliance with policies, the classification of transactions based on credit risk, the allowances for credit risk loan losses level and the use of delegated authorities.

- Monitoring limits and risk metrics.

- Monitoring the recoveries process and its impact on risk parameters, together with monitoring and analysis of recoveries quality. In the event of an entity becoming part of Santander its previous historic data should be integrated under Santander´s recovery process for such data be taken into account.

- Collaboration in an advisory capacity in identifying areas for improvement by monitoring performance and results for the recoveries business.

Reviews are undertaken at debtor level to determine the effectiveness of the specific strategy applied to each debtor. These recoveries reviews enable us to validate and, where appropriate, generate strategies and actions conducive to recover debt, including defining who should carry out the work, the timetable for management activity, estimated recoverability and the time needed for collection.

The main objectives for these reviews are to:

- Validate the strategy implemented or identifying the best strategy to pursue with each customer.

- Validate or identify the most appropriate agent to implement the strategy.

- Identify the recoveries capacity in each case, by estimating collection and timetables.

- Discriminate among the cases to be managed.

- Improve efficiency and effectiveness.

The reviews trigger when arrears start or where there is non-performing for reasons other than borrower arrears (subjective non-performing), and they continue regularly on the dates set by the recoveries manager or in accordance with the defined review timetable.

The result of the review, which will be recorded in the systems, is the temporary setting of a strategy and an estimate for collection.

The review methodology depends on the type of management undertaken (mass or personalised). In the case of mass management, criteria will be defined to obtain a sample of customers to be reviewed.

During reviews it can be decided whether to close the case, if the economic capacity of the assets and rights is exhausted due to other obligations that take precedence or for any other reason and providing also that it is not appropriate to take any special, out-of-court or court action to resolve the situation (such as action to recover assets appropriated by the debtor, pursuant to local regulations).

However, closing the case does not mean that all management stops. This classification requires a review within a specific period of time and, if appropriate at the request of the manager, the case may be returned to the ordinary management channel.

Dashboards are available to the recoveries and risk functions for their monitoring and control activities, providing an essential tool for the monitoring and control of recoveries activity. These dashboards provide an executive summary through a series of aggregated recoveries metrics for the different management segments defined.

The risk function is responsible for defining the dashboards needed for comprehensive risk control and monitoring, and for ensuring that the recoveries strategies implemented comply with applicable risk policies. The risk function will define specific dashboards for each type of management, indicating the minimum information required and the reporting frequency.

Meanwhile, the recoveries function, being responsible for the recoveries' activity and business monitoring, designs any additional reports and dashboards needed, defining the lines of activity and variables, together with the frequency of the information. Specifically, it designs the dashboards needed for aggregate monitoring of the results of activities, and for effective measurement of actions undertaken at a sufficient level of detail for decision-making.

2.5 Reporting

In addition to control itself, there is the reporting process, which consists of the provision of updated information regarding credit exposure entailed by the customers subject to recovery management.

Basic regulations governing the reporting process are included in the risk information framework.

There should be a suitable technical infrastructure, enabling all related data to be stored centrally in robust and secure IT systems, to be comprehensive and to be updated throughout the management process. This will enable it to be managed and used accordingly, which will help with the decision-making.

Information on changes in recoveries business parameters should be included in the related management tools. Efficiency, effectiveness and compliance indicators provide a comprehensive vision of the process and its performance, enabling us to verify whether recoveries activity is in line with the strategies defined and identify any improvements that may need to be adopted.

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2.2.7.3. Arrears, recovery and prepayment information for consumer and financing loans originated by Santander

The following table shows the historical performance of consumer loans originated by Banco Santander with similar characteristics to selected loans with the aim to inform potential investors of the performance of the consumer loan portfolio, calculated, per quarter of origination, as the evolution of quarterly entries in arrears (including arrears which are cured) over the total portfolio, at the exposure level.

Banco Santander, S.A. - Consumer portfolio - Cumulative gross loss at 90+ for portfolio with max PD 6%																																										
% cumulative gross loss at 90+ days by origination quarter		Number of quarters after origination																																									
Origination quarter	Loans balance (€)	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38
2012-Q1	39,752,363	0.00%	0.00%	0.13%	0.72%	1.17%	2.06%	2.45%	3.14%	3.59%	4.07%	4.44%	4.70%	4.90%	5.01%	5.21%	5.27%	5.34%	5.45%	5.49%	5.51%	5.52%	5.52%	5.55%	5.55%	5.56%	5.56%	5.56%	5.58%	5.59%	5.59%	5.60%	5.60%	5.60%	5.60%	5.60%	5.62%	5.62%	5.62%	5.63%
2012-Q2	40,576,918	0.00%	0.00%	0.13%	0.34%	1.28%	1.59%	2.14%	2.53%	2.91%	3.19%	3.50%	3.60%	3.83%	4.11%	4.25%	4.28%	4.35%	4.42%	4.48%	4.61%	4.62%	4.62%	4.62%	4.62%	4.63%	4.64%	4.64%	4.64%	4.64%	4.64%	4.64%	4.64%	4.64%	4.64%	4.64%	4.64%	4.64%	4.64%	4.64%
2012-Q3	40,725,038	0.00%	0.00%	0.23%	0.63%	1.11%	1.79%	2.19%	2.71%	3.01%	3.50%	3.67%	3.93%	4.04%	4.22%	4.34%	4.48%	4.56%	4.69%	4.73%	4.83%	4.84%	4.84%	4.87%	4.87%	4.87%	4.88%	4.88%	4.88%	4.93%	4.93%	4.93%	4.93%	4.93%	4.93%	4.93%	4.93%	4.93%	4.93%	4.93%
2012-Q4	40,369,693	0.00%	0.00%	0.23%	0.72%	1.39%	1.88%	2.33%	2.75%	3.31%	3.63%	3.81%	4.05%	4.14%	4.28%	4.39%	4.45%	4.60%	4.63%	4.72%	4.73%	4.75%	4.81%	4.81%	4.83%	4.85%	4.85%	4.85%	4.85%	4.85%	4.85%	4.85%	4.85%	4.85%	4.85%	4.85%	4.85%	4.85%	4.85%	4.85%
2013-Q1	48,947,014	0.00%	0.00%	0.15%	0.99%	1.77%	2.67%	3.14%	3.58%	3.85%	4.21%	4.38%	4.77%	4.94%	5.10%	5.14%	5.23%	5.31%	5.34%	5.40%	5.45%	5.50%	5.54%	5.57%	5.59%	5.59%	5.60%	5.60%	5.60%	5.60%	5.60%	5.60%	5.60%	5.60%	5.60%	5.60%	5.60%	5.60%	5.60%	5.60%
2013-Q2	47,405,233	0.00%	0.00%	0.26%	0.95%	1.45%	1.98%	2.76%	3.21%	3.40%	3.76%	4.02%	4.18%	4.34%	4.51%	4.71%	4.81%	4.88%	4.91%	4.94%	4.96%	4.97%	4.98%	4.98%	4.98%	4.98%	4.98%	4.98%	4.98%	4.98%	4.99%	4.99%	4.99%	4.99%	4.99%	4.99%	4.99%	4.99%	4.99%	4.99%
2013-Q3	45,724,055	0.00%	0.00%	0.33%	0.68%	1.40%	2.07%	2.54%	2.91%	3.32%	3.80%	4.06%	4.30%	4.58%	4.78%	5.00%	5.06%	5.13%	5.26%	5.31%	5.42%	5.42%	5.43%	5.43%	5.43%	5.43%	5.43%	5.43%	5.43%	5.43%	5.43%	5.43%	5.43%	5.43%	5.43%	5.43%	5.43%	5.43%	5.43%	
2013-Q4	56,936,162	0.00%	0.00%	0.16%	0.99%	1.59%	2.28%	2.81%	3.25%	3.64%	3.99%	4.19%	4.35%	4.52%	4.67%	4.78%	4.83%	4.85%	4.92%	4.96%	5.01%	5.02%	5.02%	5.02%	5.02%	5.03%	5.03%	5.03%	5.03%	5.03%	5.03%	5.03%	5.03%	5.03%	5.03%	5.03%	5.03%	5.03%		
2014-Q1	114,954,505	0.00%	0.00%	0.18%	0.83%	1.46%	1.91%	2.38%	2.85%	3.12%	3.40%	3.65%	3.88%	4.18%	4.32%	4.50%	4.58%	4.69%	4.80%	4.85%	4.89%	4.94%	4.97%	4.98%	4.98%	4.99%	5.01%	5.01%	5.02%	5.02%	5.02%	5.02%	5.02%	5.02%	5.02%	5.02%	5.02%			
2014-Q2	134,164,768	0.00%	0.00%	0.31%	0.87%	1.45%	1.98%	2.47%	2.83%	3.17%	3.52%	3.76%	4.07%	4.28%	4.44%	4.67%	4.81%	4.89%	4.95%	4.98%	5.00%	5.01%	5.12%	5.13%	5.15%	5.15%	5.16%	5.16%	5.17%	5.19%	5.19%	5.19%	5.19%	5.19%	5.19%	5.19%				
2014-Q3	149,390,851	0.00%	0.00%	0.17%	0.57%	0.96%	1.38%	1.62%	1.96%	2.30%	2.57%	2.95%	3.19%	3.35%	3.49%	3.64%	3.78%	3.89%	3.99%	4.04%	4.09%	4.11%	4.15%	4.16%	4.17%	4.18%	4.18%	4.18%	4.18%	4.18%	4.18%	4.18%	4.19%	4.19%	4.19%					
2014-Q4	175,379,111	0.00%	0.00%	0.25%	0.72%	1.20%	1.51%	1.88%	2.24%	2.57%	2.82%	3.12%	3.34%	3.50%	3.63%	3.73%	3.83%	3.93%	3.99%	4.04%	4.09%	4.12%	4.13%	4.17%	4.18%	4.18%	4.18%	4.19%	4.19%	4.19%	4.19%	4.19%	4.19%	4.19%						
2015-Q1	166,286,974	0.00%	0.00%	0.13%	0.63%	0.95%	1.36%	1.78%	2.12%	2.46%	2.81%	3.07%	3.27%	3.46%	3.67%	3.83%	3.96%	4.00%	4.05%	4.10%	4.14%	4.17%	4.18%	4.18%	4.19%	4.19%	4.19%	4.19%	4.19%	4.19%	4.20%	4.20%	4.20%							
2015-Q2	176,167,642	0.00%	0.00%	0.29%	0.70%	1.13%	1.52%	1.99%	2.39%	2.75%	3.02%	3.23%	3.47%	3.63%	3.74%	3.88%	3.99%	4.05%	4.10%	4.15%	4.18%	4.21%	4.21%	4.22%	4.22%	4.23%	4.23%	4.23%	4.24%	4.24%	4.24%	4.24%								
2015-Q3	191,596,560	0.00%	0.00%	0.19%	0.54%	1.05%	1.60%	2.09%	2.55%	2.88%	3.16%	3.47%	3.73%	3.94%	4.12%	4.22%	4.35%	4.43%	4.51%	4.54%	4.59%	4.59%	4.61%	4.62%	4.63%	4.64%	4.64%	4.64%	4.65%	4.65%	4.65%									
2015-Q4	230,971,090	0.00%	0.01%	0.21%	0.66%	1.33%	2.00%	2.47%	2.92%	3.39%	3.80%	4.13%	4.36%	4.60%	4.74%	4.83%	4.92%	4.98%	5.02%	5.07%	5.11%	5.12%	5.12%	5.12%	5.13%	5.13%	5.13%	5.14%	5.14%	5.14%										
2016-Q1	317,198,412	0.00%	0.00%	0.11%	0.47%	1.01%	1.58%	2.12%	2.48%	2.91%	3.31%	3.65%	3.87%	4.00%	4.23%	4.37%	4.47%	4.58%	4.67%	4.72%	4.75%	4.77%	4.78%	4.78%	4.80%	4.80%	4.81%	4.81%	4.82%											
2016-Q2	326,719,740	0.00%	0.00%	0.18%	0.66%	1.21%	1.63%	2.07%	2.46%	2.81%	3.11%	3.42%	3.58%	3.77%	3.94%	4.08%	4.14%	4.25%	4.29%	4.31%	4.33%	4.35%	4.36%	4.37%	4.38%	4.39%	4.40%	4.40%												
2016-Q3	263,636,770	0.00%	0.00%	0.13%	0.52%	0.87%	1.32%	1.70%	2.03%	2.38%	2.74%	2.90%	3.12%	3.37%	3.51%	3.64%	3.78%	3.84%	3.88%	3.92%	3.95%	3.96%	3.98%	3.99%	3.99%	4.00%	4.01%													
2016-Q4	325,857,530	0.00%	0.01%	0.12%	0.53%	0.87%	1.28%	1.64%	1.97%	2.35%	2.57%	2.82%	3.09%	3.35%	3.51%	3.68%	3.75%	3.80%	3.83%	3.84%	3.86%	3.88%	3.89%	3.93%	3.94%	3.94%														
2017-Q1	302,136,510	0.00%	0.04%	0.30%	0.66%	1.12%	1.50%	1.96%	2.37%	2.61%	2.86%	3.13%	3.34%	3.46%	3.64%	3.71%	3.75%	3.78%	3.81%	3.83%	3.84%	3.85%	3.85%	3.87%	3.87%															
2017-Q2	301,423,221	0.00%	0.04%	0.26%	0.59%	1.06%	1.49%	1.95%	2.22%	2.60%	2.92%	3.13%	3.32%	3.51%	3.62%	3.67%	3.71%	3.74%	3.78%	3.81%	3.84%	3.86%	3.87%	3.87%																
2017-Q3	253,163,121	0.00%	0.02%	0.35%	0.83%	1.37%	2.07%	2.40%	2.78%	3.22%	3.55%	3.76%	4.03%	4.13%	4.22%	4.26%	4.32%	4.35%	4.39%	4.42%	4.49%	4.50%	4.51%																	
2017-Q4	277,601,217	0.00%	0.04%	0.30%	0.63%	1.16%	1.53%	1.96%	2.44%	2.81%	3.11%	3.42%	3.60%	3.69%	3.75%	3.81%	3.86%	3.90%	3.95%	3.97%	3.98%	4.00%																		
2018-Q1	299,283,258	0.00%	0.02%	0.24%	0.81%	1.16%	1.77%	2.30%	2.73%	3.19%	3.56%	3.73%	3.82%	3.88%	4.00%	4.06%	4.11%	4.14%	4.18%	4.21%	4.23%																			
2018-Q2	404,541,794	0.00%	0.03%	0.29%	0.66%	1.07%	1.62%	2.12%	2.62%	3.03%	3.22%	3.35%	3.48%	3.62%	3.72%	3.81%	3.86%	3.93%	3.98%	4.01%																				
2018-Q3	334,108,948	0.00%	0.06%	0.28%	0.71%	1.23%	1.73%	2.14%	2.61%	2.89%	3.04%	3.17%	3.27%	3.42%	3.54%	3.61%	3.70%	3.75%	3.81%																					
2018-Q4	478,533,182	0.00%	0.04%	0.26%	0.64%	1.09%	1.58%	2.03%	2.26%	2.41%	2.50%	2.69%	2.79%	2.92%	2.97%	3.07%	3.13%	3.17%																						
2019-Q1	455,998,219	0.00%	0.10%	0.51%	0.99%	1.54%	2.14%	2.44%	2.67%	2.79%	2.97%	3.11%	3.24%	3.33%	3.47%	3.55%	3.62%																							
2019-Q2	396,505,195	0.00%	0.07%	0.34%	0.65%	1.14%	1.43%	1.57%	1.68%	1.87%	2.05%	2.18%	2.29%	2.41%	2.49%	2.56%																								
2019-Q3	440,292,658	0.00%	0.11%	0.41%	0.83%	1.07%	1.28%	1.49%	1.69%	1.86%	2.03%	2.15%	2.30%	2.42%	2.51%																									
2019-Q4	644,361,830	0.00%	0.06%	0.33%	0.57%	0.75%	0.88%	1.10%	1.25%	1.39%	1.50%	1.63%	1.73%	1.84%																										
2020-Q1	531,130,291	0.00%	0.06%	0.23%	0.42%	0.61%	0.90%	1.12%	1.33%	1.48%	1.71%	1.87%	1.99%																											
2020-Q2	241,940,883	0.00%	0.04%	0.34%	0.60%	0.98%	1.35%	1.61%	1.84%	2.13%	2.33%	2.46%																												
2020-Q3	342,513,920	0.00%	0.03%	0.15%	0.43%	0.61%	0.75%	0.90%	1.07%	1.16%	1.25%																													
2020-Q4	586,519,344	0.00%	0.02%	0.15%	0.28%	0.48%	0.62%	0.82%	0.92%	1.02%																														
2021-Q1	584,591,211	0.00%	0.04%	0.29%	0.58%	0.78%	1.08%	1.33%	1.51%																															
2021-Q2	707,388,087	0.00%	0.05%	0.24%	0.43%	0.82%	1.13%	1.34%																																
2021-Q3	686,875,593	0.00%	0.09%	0.28%	0.72%	1.09%	1.37%																																	
2021-Q4	760,177,339	0.00%	0.04%	0.36%	0.75%	1.02%																																		
2022-Q1	730,841,538	0.00%	0.12%	0.62%	1.08%																																			
2022-Q2	685,777,479	0.00%	0.08%	0.43%																																				
2022-Q3	681,423,746	0.00%	0.10%																																					
2022-Q4	766,403,287	0.00%																																						

The following table shows the cumulative recovery rate of delinquent loans +90 days that has been calculated by dividing (i) the cumulative recovery of outstanding principal of delinquency loans +90 days of loans that have been recovered during the period between the first quarter and the quarter indicated in the table, and (ii) the balance of outstanding principal of delinquency loans +90 days of loans that have entered in the quarters indicated in the table.

| Banco Santander, S.A. - Consumer portfolio - Cumulative recovery for gross loss at 90+ for portfolio with max PD 6% | | |

Banco Santander, S.A. - Consumer portfolio – Dynamic Delinquency

Month (year+month)	Not in arrears (% of total portfolio)	1-30 days in arrears (% of total portfolio)	31-60 days in arrears (% of total portfolio)	61-90 days in arrears (% of total portfolio)	Over 91 days in arrears (% of total portfolio)	**Total**
201412	86.8%	3.8%	1.9%	0.8%	6.7%	100.0%
201501	87.8%	3.1%	1.5%	0.9%	6.8%	100.0%
201502	87.9%	2.9%	1.4%	0.9%	6.9%	100.0%
201503	86.3%	4.0%	2.0%	0.8%	7.0%	100.0%
201504	87.9%	2.9%	0.8%	1.3%	7.0%	100.0%
201505	87.7%	3.0%	1.3%	0.5%	7.5%	100.0%
201506	90.3%	3.0%	1.2%	0.8%	4.8%	100.0%
201507	89.2%	3.5%	1.6%	0.5%	5.2%	100.0%
201508	90.4%	2.4%	0.9%	1.1%	5.2%	100.0%
201509	91.3%	2.7%	1.1%	0.7%	4.1%	100.0%
201510	91.5%	2.5%	1.1%	0.7%	4.2%	100.0%
201511	92.2%	2.5%	1.0%	0.7%	3.6%	100.0%
201512	91.9%	2.8%	1.4%	0.5%	3.4%	100.0%
201601	92.6%	2.6%	0.9%	0.6%	3.2%	100.0%
201602	92.9%	2.3%	0.9%	0.6%	3.3%	100.0%
201603	91.0%	3.7%	1.4%	0.5%	3.4%	100.0%
201604	93.0%	2.2%	0.8%	0.5%	3.4%	100.0%
201605	91.4%	3.3%	1.3%	0.4%	3.6%	100.0%
201606	93.6%	1.9%	0.8%	0.5%	3.2%	100.0%
201607	94.5%	1.9%	0.7%	0.5%	2.4%	100.0%
201608	92.7%	3.5%	0.7%	0.7%	2.4%	100.0%
201609	94.8%	2.0%	0.8%	0.5%	1.9%	100.0%
201610	94.8%	1.5%	1.2%	0.5%	2.1%	100.0%
201611	94.7%	2.0%	0.7%	0.4%	2.1%	100.0%
201612	94.9%	1.7%	0.7%	0.4%	2.3%	100.0%
201701	92.3%	4.1%	0.6%	0.6%	2.5%	100.0%
201702	94.3%	2.0%	0.7%	0.4%	2.5%	100.0%
201703	92.4%	3.5%	1.0%	0.3%	2.7%	100.0%
201704	94.4%	1.9%	0.6%	0.4%	2.7%	100.0%
201705	92.1%	3.6%	1.0%	0.3%	3.0%	100.0%
201706	95.5%	1.7%	0.5%	0.4%	1.9%	100.0%
201707	95.5%	1.1%	0.9%	0.3%	2.3%	100.0%
201708	92.9%	3.8%	0.5%	0.5%	2.3%	100.0%
201709	95.1%	1.7%	0.5%	0.3%	2.4%	100.0%
201710	92.5%	3.6%	0.9%	0.4%	2.6%	100.0%
201711	94.8%	1.7%	0.6%	0.3%	2.6%	100.0%
201712	94.9%	1.5%	0.5%	0.3%	2.7%	100.0%
201801	92.1%	3.9%	0.5%	0.5%	3.0%	100.0%
201802	94.5%	1.7%	0.6%	0.3%	3.0%	100.0%
201803	94.7%	1.0%	0.9%	0.3%	3.1%	100.0%
201804	94.3%	1.6%	0.3%	0.5%	3.2%	100.0%
201805	92.3%	3.2%	0.9%	0.3%	3.4%	100.0%
201806	95.0%	1.5%	0.5%	0.3%	2.6%	100.0%
201807	93.2%	2.8%	0.8%	0.2%	2.9%	100.0%
201808	92.9%	3.1%	0.5%	0.5%	3.0%	100.0%
201809	94.6%	1.6%	0.5%	0.3%	3.0%	100.0%
201810	92.8%	2.8%	0.9%	0.2%	3.3%	100.0%
201811	94.7%	1.4%	0.5%	0.2%	3.2%	100.0%
201812	94.8%	0.9%	0.7%	0.2%	3.4%	100.0%
201901	93.1%	2.7%	0.4%	0.3%	3.5%	100.0%
201902	94.3%	1.4%	0.5%	0.3%	3.5%	100.0%
201903	94.4%	1.1%	0.7%	0.3%	3.5%	100.0%
201904	93.6%	1.7%	0.3%	0.4%	3.9%	100.0%
201905	91.6%	3.0%	0.8%	0.2%	4.4%	100.0%
201906	94.3%	1.6%	0.4%	0.3%	3.4%	100.0%
201907	92.0%	3.0%	0.8%	0.2%	4.0%	100.0%
201908	93.3%	1.8%	0.6%	0.2%	4.1%	100.0%
201909	93.3%	1.8%	0.5%	0.2%	4.2%	100.0%
201910	91.7%	3.0%	0.8%	0.2%	4.2%	100.0%
201911	93.5%	1.6%	0.5%	0.3%	4.1%	100.0%
201912	93.4%	2.5%	0.7%	0.2%	3.3%	100.0%
202001	92.8%	3.0%	0.5%	0.3%	3.4%	100.0%
202002	94.0%	1.4%	0.5%	0.3%	3.8%	100.0%
202003	92.1%	2.6%	0.9%	0.2%	4.2%	100.0%
202004	93.1%	1.7%	0.3%	0.5%	4.4%	100.0%
202005	93.3%	0.9%	0.8%	0.5%	4.5%	100.0%
202006	93.4%	0.9%	0.4%	0.5%	4.8%	100.0%
202007	92.6%	1.8%	0.4%	0.4%	4.8%	100.0%
202008	93.6%	0.9%	0.2%	0.3%	5.0%	100.0%
202009	93.5%	1.0%	0.3%	0.1%	5.1%	100.0%
202010	93.3%	1.2%	0.3%	0.1%	5.0%	100.0%
202011	93.1%	1.2%	0.4%	0.1%	5.2%	100.0%
202012	91.8%	1.9%	0.6%	0.1%	5.4%	100.0%
202101	92.5%	1.2%	0.4%	0.2%	5.7%	100.0%
202102	92.3%	1.1%	0.5%	0.2%	5.8%	100.0%
202103	91.4%	2.2%	0.7%	0.2%	5.5%	100.0%
202104	92.8%	1.0%	0.1%	0.4%	5.6%	100.0%
202105	92.8%	0.5%	0.7%	0.1%	5.9%	100.0%
202106	94.8%	0.7%	0.3%	0.1%	4.2%	100.0%
202107	94.5%	0.9%	0.3%	0.1%	4.2%	100.0%

Month (year+month)	Not in arrears (% of total portfolio)	1-30 days in arrears (% of total portfolio)	31-60 days in arrears (% of total portfolio)	61-90 days in arrears (% of total portfolio)	Over 91 days in arrears (% of total portfolio)	**Total**
202108	92.5%	2.5%	0.3%	0.3%	4.4%	100.0%
202109	94.4%	0.7%	0.3%	0.1%	4.5%	100.0%
202110	94.4%	0.8%	0.3%	0.1%	4.5%	100.0%
202111	94.9%	0.8%	0.3%	0.1%	3.9%	100.0%
202112	93.5%	1.8%	0.5%	0.1%	4.1%	100.0%
202201	94.9%	0.6%	0.2%	0.2%	4.2%	100.0%
202202	94.8%	0.7%	0.3%	0.1%	4.1%	100.0%
202203	93.0%	2.3%	0.5%	0.1%	4.1%	100.0%
202204	94.9%	0.6%	0.1%	0.3%	4.1%	100.0%
202205	92.4%	2.6%	0.6%	0.1%	4.3%	100.0%
202206	94.9%	0.6%	0.2%	0.0%	4.2%	100.0%
202207	94.9%	0.6%	0.2%	0.2%	4.1%	100.0%
202208	92.4%	2.7%	0.2%	0.2%	4.4%	100.0%
202209	94.5%	0.6%	0.2%	0.0%	4.6%	100.0%
202210	94.5%	0.3%	0.6%	0.1%	4.6%	100.0%
202211	96.7%	0.6%	0.3%	0.0%	2.4%	100.0%
202212	96.6%	0.6%	0.3%	0.0%	2.6%	100.0%
202301	93.2%	3.6%	0.2%	0.2%	2.8%	100.0%

Santander Consumo 4, F.T. – Prepayments

Period (year + month)	**Annualised prepayment rate since the date of incorporation of the fund (FT Santander Consumo 4)**
2021-06	19.1%
2021-09	23.7%
2021-12	24.8%
2022-03	20.8%
2022-06	25.1%
2022-09	21.7%
2022-12	20.8%
2023-03	19.9%

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2.2.8. Representations and collateral given to the issuer relating to the assets

2.2.8.1. Time and repetition

The Seller, in its own name and as owner of the Loans will make the following representations and warranties to the Fund (acting through the Management Company):

(a) in respect of the assignment of Initial Receivables, on the Date of Incorporation; and

(b) in respect of the assignment of Additional Receivables during the Revolving Period, on the Purchase Date.

2.2.8.2. Documentation

The Seller will make the referred representations and warranties regarding both the Loan Agreements, the Receivables and the Seller itself as described in this section in:

(a) The Deed of Incorporation; and

(b) The Master Sale and Purchase Agreement.

2.2.8.3. Disclaimer

None of the Fund, the Management Company, the Arranger, the Paying Agent, the Joint Lead Managers nor any other person has undertaken or will undertake to carry out any investigations, searches or other actions to verify the information concerning the portfolio of Loans or to establish the creditworthiness of any Borrower or any other party to the Transaction Documents. Each such person will rely solely on the accuracy of the representations and warranties given by the Seller to the Fund in the Master Sale and Purchase Agreement in respect of, among other things, itself, the portfolio of Loans, the Receivables, the Borrowers and the Loan agreements and which have been reproduced in this section 2.2.8 of the Additional Information.

2.2.8.4. Breach

Should any of the Receivables not comply with the representations and warranties made by the Seller on the Date of Incorporation or the Purchase Date (as applicable), the Seller will, if the relevant breach cannot be remedied, be required to fulfil the terms and conditions established in section 2.2.9 of the Additional Information.

The Seller is under no obligation to, and will not, provide the Arranger, the Joint Lead Managers nor the Fund or the Management Company with financial or other personal information specific to individual Borrowers and the Loan agreements to which the Receivables relate.

Should the Seller fail to comply with appropriate remedial action under the terms established in section 2.2.9 of the Additional Information this may have an adverse effect on the value of the Receivables and on the ability of the Fund to make payments under the Notes.

2.2.8.5. In relation to the Seller:

(1) The Seller is a credit institution duly incorporated in accordance with Spanish laws in force and is registered with the Commercial Registry of Santander and in the Register of Financial Entities of the Bank of Spain.

(2) The corporate decision-making bodies of the Seller have validly adopted all resolutions required to (i) assign the Receivables to the Fund, and (ii) validly execute the agreements and commitments undertaken herein.

(3) The Seller has not been in a situation of insolvency, suspension of payments, bankruptcy or insolvency proceedings (in accordance with the provisions of Insolvency Law), nor has been placed or involved in any of the proceedings on early measures, restructuring and resolution foreseen in Law 11/2015 of 18 June on the recovery and resolution of credit institutions and investment firms, on the date of the Prospectus or at any time since its incorporation.

(4) The Seller has audited financial statements for the last two completed financial years. The auditors' report for those years are unqualified. The audited financial statements for the financial years 2021 and 2022 are deposited with the CNMV and the Commercial Registry.

(5) As stated in section 3.4.3 below, the Seller shall undertake, in the Deed of Incorporation, to comply with the undertakings to retain a significant net economic interest under the terms required by article 6(3)(a) of the EU Securitisation Regulation and any other rules that may be applicable, and to notify the Management Company, on a quarterly basis, of the maintenance of the retention commitment which has been undertaken.

2.2.8.6. <u>In relation to the Loans and to the Receivables assigned to the Fund:</u>

(1) Each Receivable exists and is valid, binding, collectible and enforceable in accordance with applicable law and all applicable legal provisions have been observed in the provision thereof, in particular and where applicable, Law 7/1995, of 23 March on Consumer Credit and Law 16/2011 of 24 June on consumer credit agreements, Royal Legislative Decree 1/2007 of 16 November approving the consolidated text of the General Law for the Protection of Consumers and Users and any other supplementary laws, and Law 7/1998.

(2) Each Receivable is owned by Banco Santander and is otherwise free of any liens and encumbrances.

(3) The origination of each Loan as well as the assignment of the relevant Receivable to the Fund have been and will be carried out on an arms' length basis.

(4) Each Loan has been and is administered by Banco Santander in accordance with the customary procedures that it has established.

(5) For 96.59% of the Outstanding Balance of the Receivables, the Seller has faithfully complied with the standard set forth in the Banco Santander Policies described in section 2.2.7 of this Additional Information and, for the remaining Loans, representing a total of 3.41% of the Outstanding Balance of the Receivables, the Seller has complied with origination policies that do not differ substantially from Banco Santander Policies described in section 2.2.7 of this Additional Information.

(6) None of the Loans has been granted by Banco Popular (BANCO POPULAR ESPAÑOL, S.A.).

(7) None of the Loans has been approved in contrary of the evaluation of the automatic assessment system by an analyst (i.e., no Loan has been provided under a forced approval).

(8) Each Loan has been approved following the levels of attributions through the automatic assessment system valid at the time when the Loan was originated. Such levels of attribution are included in the credit granting policy of Banco Santander described in section 2.2.7 of the Additional Information.

(9) No litigation proceedings have been commenced on any Loans that may impair the validity or enforceability thereof or that may lead to the application of article 1,535 of the Spanish Civil Code.

(10) Each Loan has been granted by Banco Santander, in the ordinary course of business, to individuals (natural persons) resident in Spain at the time of execution of the relevant Loan agreement, for consumption purposes. None of them are employees, managers or directors of Santander.

(11) Each Loan is governed by Spanish law.

(12) Each Loan is denominated and payable exclusively in euros.

(13) None of the Loans is secured by any security right.

(14) None of the Loans has or shall have an outstanding principal balance higher than € 100,000.

(15) None of the Loans is in arrears.

(16) Each Borrower is liable for their performance with all of their current or future assets.

(17) The private agreements or the deeds granted before a notary public that document each Loan do not contain any clauses that prevent the assignment of the Loan or that require any authorisation or notice in order to assign the relevant Receivable to the extent Santander continues the administration of the Loan.

(18) No Receivable arises from a Restructured Receivable.

(19) The Loans are not in default within the meaning of article 178(1) of CRR.

(20) Payment obligations for each Loan are fulfilled by direct bank debit from a bank account that occur automatically and are authorised by the corresponding Borrower at the time of the formalisation of the transaction.

(21) Each Borrower has paid at least one (1) instalment under the relevant Loan.

(22) The maturity date of each Loan is in no event later than the Final Maturity Date.

(23) The remaining term to maturity of each Loan is in no event higher than 9 years.

(24) No notice from the relevant Borrower has been received by Banco Santander regarding the total or partial prepayment of the Loan.

(25) None of the Loans have matured before the date of its assignment to the Fund and the final maturity date of such Loans does not coincide with said date.

(26) None of the Loans have clauses contemplating deferrals of interest payments after the assignment of Receivables to the Fund.

(27) None of the Loans has been formalised as a financial lease agreement.

(28) Each Loan has been fully drawn by the corresponding Borrower.

(29) Each Loan has a PD equal or less than six per cent (6)%.

(30) No Borrower was unemployed on the date on which the Receivable was granted.

(31) The instalments payable under each Receivable are composed by principal and interest payments and such instalments are constant. None of the Receivables is a balloon loan.

(32) None of the Receivables are free of principal and/or interest payments.

(33) That the Loans are homogeneous in terms of asset type, cash flow, credit risk and prepayment characteristics and contain obligation that are contractually binding and enforceable, with full recourse to the Borrowers, and where applicable to the guarantors within the meaning of article 20.8 of the EU Securitisation Regulation.

(34) That, on the date of their assignment, no Borrower has experienced a deterioration of its credit quality, and to the best of its knowledge, no Borrower:

(i) has been declared insolvent or had a court grant his/her/its creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his/her/its non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the Fund;

(ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history; or

(iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the Seller which are not securitised.

(35) No Covid-19 Moratoriums have been granted or requested.

(36) Each of the Loans is classified as "stage 1" in the financial statements of the Seller.

For the purposes of this section:

"**Restructured Receivable**" means a Receivable where a Restructuring has occurred.

"**Restructuring**" means, with respect to a Receivable, the forgiveness, reduction or postponement of principal, interest or fees or a change in the ranking, priority or subordination of such obligation (together, the "**Restructuring Events**"), provided that such decision, with respect to the Restructuring Events, will be made: (i) with regard to the standards of a reasonable and prudent holder of such obligation (disregarding for such purposes the effect of any securitisation of such Receivable but taking into account any security or collateral allocable to that Receivable); and (ii) with the intent that such Restructuring is to minimise any expected loss in respect of such Receivable.

2.2.9. Substitution of the securitised assets

If it is observed during the life of the Receivables that any of them failed on the assignment date to meet the Individual Eligibility Criteria or that Global Eligibility Criteria were not met on the Purchase Date (as applicable), the Seller agrees, subject to the Management Company's consent, to proceed forthwith to remedy said failure, and if said remedy is not possible, to replace or redeem the affected Receivable or any necessary Receivables (as applicable), thereby automatically terminating the assignment of such Receivables, subject to the following rules:

(a) The party becoming aware of the existence of a non-conforming Receivable, whether the Seller or the Management Company, will notify the other party thereof. The Seller will have up to fifteen (15) Business Days from said notice to proceed to remedy such

circumstance if it is capable of being remedied or to replace the non-conforming Receivable.

(b) Replacement will be made for the Outstanding Balance of the Receivable plus accrued and unpaid interest and any other amount owed to the Fund until the date on which the relevant Receivable is substituted.

In order to proceed with the replacement, the Seller will notify the Management Company of the characteristics of the Receivable proposed to be assigned satisfying the representations and warranties in section 2.2.8.6 of this Additional Information, and the Eligibility Criteria (both Individual Eligibility Criteria and Global Eligibility Criteria) as set forth in section 2.2.2.3.3 of this Additional Information, and having the similar purpose, term, interest rate and outstanding balance. Once the Management Company has verified that the representations and warranties set forth in sections 2.2.2.3.3 and 2.2.8.6 of this Additional Information are satisfied and after having expressly communicated to the Seller that the Receivables to be assigned are eligible, the Seller shall proceed to terminate the replacement of the affected non-conforming Receivable and will assign the new Receivable or Receivables.

The replacement of the Initial Receivables and the replacement of Additional Receivables shall be made by means of a deed of amendment of the Master Sale and Purchase Agreement or in a private agreement, subject, respectively, to the same formal requirements established for the assignment of Initial Receivables or Additional Receivables, and both shall be communicated to the CNMV and the Rating Agencies.

(c) If any Receivable is not replaced on the terms set out in paragraph (b) of this section, the Seller will proceed to automatically terminate the assignment of the affected non-conforming Receivable. The termination will take place by means of the cash repayment to the Fund of the Outstanding Balance of the relevant Receivable, plus any accrued and unpaid interest, and any other amount that might correspond to the Fund until such date, which will be paid into the Cash Flow Account.

(d) In the event of termination of assignment of non-conforming Receivables due to either replacement or repayment, the Seller will be vested with all rights attached to those non-conforming Receivables accruing from the relevant termination date.

(e) Upon replacement or repurchase of any affected Receivables, the Seller will be vested with all rights attached to those affected Receivables accruing from the relevant replacement or repurchase date.

2.2.10. A description of any relevant insurance policies relating to the assets. Any consultation with one insurer must be disclosed if it is material to the transaction

Not applicable.

2.2.11. Information relating to the Debtors in the cases where assets comprise obligations of 5 or fewer obligors which are legal persons or are guaranteed by 5 or fewer legal persons or where an obligor or entity guaranteeing the obligations accounts for 20% or more of the assets, or where 20% or more of the assets are guaranteed by a single guarantor, so far as the issuer is aware and/or is able to ascertain from information published by the obligor(s) or guarantor(s)

Not applicable.

2.2.12. Details of the relationship between the issuer, the guarantor and the borrower, if it is material to the issue

There are not significant relationships concerning the issue of the Notes as regards the Fund, the Seller, the Management Company or other persons involved in the transaction other than

those included in section 3.1 of the Securities Note and section 3.2 of this Additional Information.

2.2.13. If the assets comprise obligations that are traded on regulated or equivalent third country market or SME Growth Market, a brief description of the securities, the market and an electronic link where the documentation in relation to the obligations can be found on the regulated or equivalent third country market or SME Growth Market

Not applicable. The Receivables do not include transferable securities, as defined in point (44) of article 4(1) of MiFID II nor any securitisation position.

2.2.14. Where the assets comprise obligations that are not traded on a regulated or equivalent third country market or SME Growth Market, a description of the principal terms and conditions in relation to the obligations

Not applicable. The Receivables do not include transferable securities, as defined in point (44) of article 4(1) of MiFID II nor any securitisation position, whether traded or not.

2.2.15. Where the assets comprise equity securities that are admitted to trading on a regulated or equivalent third country market or SME Growth Market indicate, a brief description of the securities; a description of the market on which they are traded including its date of establishment, how price information is published, an indication of daily trading volumes, information as to the standing of the market in the country, the name of the market's regulatory authority and an electronic link where the documentation in relation to the securities can be found on the regulated or equivalent third country market or SME Growth Market; and the frequency with which prices of the relevant securities, are published

Not applicable.

2.2.16. Where more than 10% of the assets comprise equity securities that are not traded on a regulated or equivalent third country market or SME Growth Market, a description of those equity securities and equivalent information to that contained in the registration document for equity securities or where applicable, the registration document for securities issued by closed-end collective investment undertakings in respect of each issuer of those securities

Not applicable.

2.2.17. Where a material portion of the assets are secured on or backed by real property, a valuation report relating to the property setting out both the valuation of the property and cash flow/income streams

Not applicable.

2.3. Assets actively managed backing the issue

The Management Company will not actively manage the assets backing the issue.

2.3.1. Information to allow an assessment of the type, quality, sufficient and liquidity of the asset types in the portfolio which will secure the issue

Not applicable.

2.3.2. The parameters within which investments can be made, the name and description of the entity responsible for such management including a description of that entity's expertise and experience, a summary of the provisions relating to the termination of the appointment of such entity and the appointment of an alternative management entity and a description of that entity's relationship with any other parties to the issue

Not applicable.

2.4. Statement in the event that the issuer intends to issue new securities backed by the same assets, a prominent statement to that effect and unless those further securities are fungible with or are subordinated to those classes of existing debt, a description of how the holders of that class will be informed

Not applicable.

3. STRUCTURE AND CASH FLOW

3.1. Description of the structure of the transaction containing an overview of the transaction and the cash flows, including a structure diagram

The Seller will assign the Receivables arising from the Loans to the Fund. The Fund will acquire the Receivables and will issue the Notes.

The subscription proceeds of the Notes will finance:

(a) with respect to the proceeds of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the acquisition of the Initial Receivables and the Pre-Hedge Novation Amount; and

(b) with respect to the proceeds of the issue of the Class F Notes, the set-up of the Reserve Fund up to an amount equal to the Initial Reserve Fund.

The Fund will periodically obtain funds from the repayment of the principal and interest on the Loans which will be used (i) to redeem the Notes and to pay interest to the holders thereof; and (ii) during the Revolving Period, to purchase Additional Receivables.

This transaction will be formalised through (i) the Deed of Incorporation, by virtue of which the Fund is incorporated and the Notes will be issued, (ii) the Master Sale and Purchase Agreement, whereby the Initial Receivables and the Additional Receivables will be assigned to the Fund in accordance with the procedure described in section 2.2.2.3.4. above and section 3.3.1 below, and (iii) the rest of Transaction Documents described in section 3.4 of this Additional Information.

A copy of the Deed of Incorporation will be submitted to CNMV (for its registration with the official registers) and to IBERCLEAR prior to the beginning of the Subscription Period.

In particular, in order to strengthen the financial structure of the Fund and the coverage of the inherent risks of the issue of the Notes, the Management Company, in the name and on behalf of the Fund, will execute, among others, the transaction documents specified in section 3.4 of this Additional Information, being able to extend or modify them in accordance its terms, replace the Servicer and even execute additional agreements, having informed the CNMV and the Rating Agencies, in order to ensure the proper operation of the Fund and performance of its obligations in the terms and conditions set out in the applicable laws from time to time. The above, always without prejudicing the rights of the Noteholders and, in particular, ensuring that it will not result in the downgrade of the ratings of the Rated Notes.

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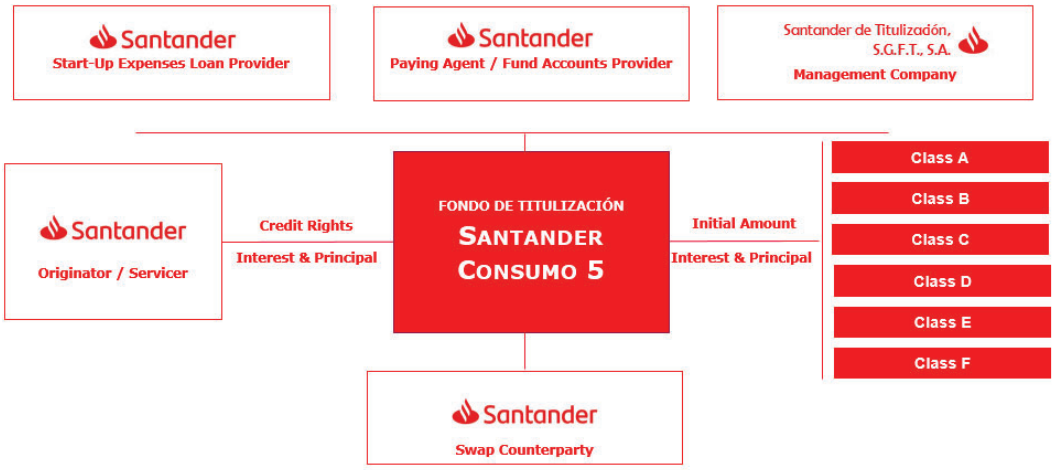
Diagram explaining the transaction



Initial Balance Sheet of the Fund

The balance sheet of the Fund at the Disbursement Date will be as follows (expressed in EUR):

Assets		Liabilities	
Receivables	800,000,000	Class A Notes	640,000,000
		Class B Notes	43,200,000
		Class C Notes	35,600,000
		Class D Notes	30,800,000
		Class E Notes	50,400,000
Reserve Fund	16,000,000	Class F Notes	16,000,000
Cash Flow Account	2,000,000	Start-up Expenses Loan	2,000,000
	818,000,000		**818,000,000**

The estimated initial expenses of the incorporation of the Fund and the issuance of the Notes are described in section 6 of the Securities Note.

It is assumed that all the initial expenses of the Fund and the issue of the Notes will be paid out of the Start-up Expenses Loan on the Disbursement Date.

3.2. Description of the entities participating in the issue and description of the functions to be performed by them in addition to information on the direct and indirect ownership or control between those entities

3.2.1. Santander de Titulización, S.G.F.T., S.A.

Participates as:

(a) Management Company of the Fund;

(b) administrator of the assets pooled in the Fund pursuant to Article 26.1 b) of Law 5/2015 (notwithstanding any delegation or subcontracting of such functions);

(c) Interest Rate Swap Calculation Agent;

(d) coordinator of the relationship with the supervisory authorities and market operators; and

(e) from the Disbursement Date (exclusive), coordination of the relationships with the Rating Agencies.

In addition, the Management Company shall be liable (together with the Originator) for the fulfilment of the disclosure obligations under article 7 of the EU Securitisation Regulation and the applicable legislation, without prejudice to the appointment of the Originator as the Reporting Entity in charge of the fulfilment of those disclosure obligations as set forth in section 4.2.1 of this Additional Information.

3.2.2. Banco Santander

Banco Santander participates as:

(a) Seller or Originator of the Receivables to be acquired by the Fund;

(b) Servicer of the Receivables in accordance with section 3.7.1 of the Additional Information;

(c) Arranger;

(d) Joint Lead Manager under the Management, Placement and Subscription Agreement;

(e) Until the Disbursement Date (inclusive), coordinator of the relationships with the Rating Agencies;

(f) Paying Agent;

(g) Account Bank;

(h) Start-Up Expenses Loan Provider;

(i) Swap Counterparty;

(j) Subscriber of the Class F Notes; and

(k) Subscriber of (i) the Class A Notes not placed among qualified investors by the Joint Lead Managers; and (ii) the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes not placed among qualified investors by Banco Santander, as Joint Lead Manager, in accordance with the provisions of the Management, Placement and Subscription Agreement.

Banco Santander, as Originator:

(a) will retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent in the Securitisation and shall take responsibility for the contents of the Securities Note (including this Additional Information).

(b) shall be liable for compliance with articles 19 to 22 of the EU Securitisation Regulation and the applicable legislation; and

(c) has been designated as Reporting Entity in charge of the fulfilment of the disclosure obligations as set forth in section 4.2.1 of the Additional Information.

3.2.3. Société Générale

Société Générale participates as Joint Lead Manager under the Management, Placement and Subscription Agreement.

3.2.4. UniCredit

UniCredit participates as Joint Lead Manager under the Management, Placement and Subscription Agreement.

3.2.5. BofA

BofA participates as Joint Lead Manager under the Management, Placement and Subscription Agreement.

3.2.6. Fitch and Moody's

Fitch and Moody's intervene as credit rating agencies rating Class A Notes, Class B Notes, Class C Notes and Class D Notes.

3.2.7. Deloitte

Deloitte has prepared the Special Securitisation Report on the Preliminary Portfolio.

3.2.8. PWC

PWC participates as auditor of the Fund.

3.2.9. Cuatrecasas

Cuatrecasas acts as legal adviser in respect of the transaction structure and has revised the tax regime of the Fund established in section 4.5.4 of the Registration Document, and issue the legal opinion required under article 20.1 of the EU Securitisation Regulation.

3.2.10. Garrigues

Garrigues acts as legal advisor of the Arranger and the Joint Lead Managers and has reviewed the Prospectus and the structure of the transaction for the benefit of the Arranger and the Joint Lead Managers.

3.2.11. PCS

PCS has been appointed by the Seller to:

(a) act as a verification agent authorised under article 28 of the EU Securitisation Regulation, in connection with the STS Verification, and

(b) prepare the PCS Assessments.

3.2.12. INTEX and Bloomberg

INTEX and Bloomberg shall provide a cash flow model in compliance with article 22.3 of the EU Securitisation Regulation.

3.2.13. EDW

EDW has been appointed by the Management Company, on behalf of the Fund, as EU Securitisation Repository to satisfy the reporting obligations under articles 7 and 22 of the EU Securitisation Regulation.

The description of the institutions referred to in the preceding paragraph is contained in section 3.1 of the Securities Note.

The Management Company represents that the summary descriptions of the agreements contained in the relevant sections give the most substantial and relevant information on each of the agreements, accurately present their contents, and that no information has been omitted which might affect the contents of the Prospectus.

3.3. Description of the method and date of the sale, transfer, novation or assignment of the assets or of rights and/or obligations in the assets to the issuer or, where applicable, the manner and time period in which the proceeds from the issue will be fully invested by the issuer

3.3.1. Formalisation of the assignment of the Receivables

(i) Assignment of the Initial Receivables

The assignment of the Initial Receivables by the Seller to the Fund will be effected on the Date of Incorporation by means of the execution of the Master Sale and Purchase Agreement, which will be granted simultaneously with the Deed of Incorporation and upon incorporation of the Fund.

(ii) Assignment of the Additional Receivables

After the Date of Incorporation, on the relevant Payment Date during the Revolving Period, the Fund, represented by the Management Company, will purchase Additional Receivables to compensate the reduction in the Outstanding Balance of the Receivables pooled in the Fund up to a maximum amount equal to the Revolving Period Principal Target Redemption Amount on the Determination Date preceding the relevant Payment Date, provided that the Seller has sufficient Additional Receivables to be assigned to the Fund meeting the Eligibility Criteria on such assignment date.

Additional Receivables will be assigned to the Fund by means of purchase offers and their acceptance by the Fund, in compliance with the provisions of (i) section 2.2.2.3.4 above; (ii) the Deed of Incorporation; and (iii) the Master Sale and Purchase Agreement.

Any expenses and taxes resulting from the formalisation of successive assignments will be borne by the Seller.

For each acquisition of Additional Receivables, the Management Company will deliver, on the Business Day immediately following the relevant Payment Date, the following documents to the CNMV:

(1) Via CIFRADOC, the list of Additional Receivables assigned to the Fund and their main characteristics.

(2) Statement by the Management Company and signed by the Seller that such Additional Receivables meet all the Eligibility Criteria (Individual and Global Eligibility Criteria) as set forth in section 2.2.2.3.3 of this Additional Information and the representations and warranties set forth in section 2.2.8.6 of this Additional Information for their assignment to the Fund.

The Seller's assignment of the Receivables to the Fund shall not be notified to the Borrowers except as foreseen in section 3.7.1.12 of this Additional Information.

3.3.2. Receivables assignment terms

The assignment of the Receivables will be full and unconditional and for the whole of the remaining period up to the maturity of each Receivable.

Banco Santander, as Seller of the Receivables and in accordance with article 348 of the Commercial Code and article 1,529 of the Spanish Civil Code, will be liable *vis-à-vis* the Fund for the existence and lawfulness of the Receivables but will not be responsible for the solvency of the Borrowers.

The Seller does not assume the risk of payment default of the Receivables and, therefore, does not assume any liability for the payment default by the Borrowers, whether for principal, interest or any other amount due under the Loans, nor does it assume the effectiveness of the guarantees or security granted as security thereof (if any in the future). Furthermore, the Seller will not in any other manner whatsoever guarantee directly or indirectly the success of the transaction or give any security or Notes or enter into any repurchase or replacement agreements as regards the Receivables, except as described in section 2.2.9 of this Additional Information.

The receivables under each Loan will be assigned for 95% of the Outstanding Balance on the Purchase Date and for 95% of the ordinary and default interest on each Loan, and for 95% of the rights arising from any collateral to the Loans, if applicable.

Specifically, and by way of description and not limitation, the assignment will include 95% of all accessory rights in accordance with the provisions of article 1,528 of the Spanish Civil Code; thus, it will give the Fund the following rights as regards the Loans:

(a) 95% of all amounts due for repayment of the principal of the Loans.

(b) 95% of all amounts due for ordinary interest on the Loans.

(c) 95% of all amounts due for default interest on the Loans.

(d) 95% of all other amounts, assets or rights received as payment for Loan principal or interest.

(e) 95% of all possible rights or compensation that might result in favour of Santander, payments made by any guarantors, etc., as well as those arising from any right ancillary to the Loans.

Therefore, any amounts received under the Loans, will be allocated 95% to the Fund and the remaining 5% to the Seller (*pari passu* and *pro rata*).

All of the aforementioned rights will accrue in favour of the Fund (i) in respect of the Initial Receivables, from the Date of Incorporation by virtue of the execution of the Master Sale and Purchase Agreement and (ii) with respect to the Additional Receivables, from the Payment Date on which the assignment occurs under the Master Sale and Purchase Agreement, which shall be communicated to CNMV by CIFRADOC.

Any payments made in respect of fees for claims of unpaid instalments, fees for subrogation, fees for early redemption or cancellation and any other fees (including fees for opening, study and information, where appropriate) or expenses will not be assigned to the Fund and will therefore continue to correspond to the Seller.

95% of all possible expenses or costs that may arise for the Seller from recovery actions in the event of the Borrower failing to comply with his/her obligations, including enforcement actions against such Borrowers, will be paid by the Fund and the remaining 5% by the Seller.

The rights of the Fund resulting from the Receivables are linked to the payments made by the Borrowers under the Loans from which such Receivables arise and, therefore, are directly affected by the evolution, delays, pre-payments and any other incident related to such Loans. Bank expenses arising from the collection of payments defaults and expenses arising from pre-judicial, judicial or contentious proceedings will be borne by the Seller, notwithstanding the reimbursement right *vis-à-vis* the Fund provided for in section 3.7.1.8 of the Additional Information.

In order to be able to assign Additional Receivables, the Seller's latest financial statements shall be audited and registered with the CNMV and the auditor's report shall have no qualifications.

With regard to the insolvency of the Seller:

(a) The Seller may be declared insolvent and insolvency of the Seller could affect its contractual relationship with the Fund, in accordance with the provisions of the Insolvency Law.

(b) The assignment of the Receivables cannot be subject to claw -back other than by an action brought by the Seller's receivers, in accordance with the provisions of the Insolvency Law and after proving the existence of fraud in the transaction, as set forth in article 16.4 of Law 5/2015. The Seller has its place of business office in Spain. Therefore, and unless proof in the contrary, it is presumed that the centre of main interests is Spain.

(c) In the event that the Seller is declared insolvent, in accordance with the Insolvency Law, the Fund, represented by the Management Company, shall have the right of separation with respect to the Receivables, on the terms provided in articles 239 and 240 of the Insolvency Law. Consequently, the Fund shall be entitled to obtain from the insolvent Seller the resulting Receivables amounts from the date on which the insolvency is decreed, being those amounts considered Fund's property and must therefore be transferred to the Fund, represented by the Management Company.

(d) This right of separation would not necessarily extend to the cash received and kept by the insolvent Seller on behalf of the Fund before that date, given the essential fungible nature of money.

Notwithstanding the above, both the Prospectus and the Deed of Incorporation provide for certain mechanism in order to mitigate the aforesaid effects in relation to cash due to its fungible nature as detailed in section 3.4.2.1 of the Additional Information.

Section 3.3.1 above provides that the Seller's assignment of the Receivables to the Fund shall not be notified to the Borrowers, except as foreseen in section 3.7.1.12 of the Additional Information.

3.3.3. Receivables sale or assignment price

3.3.3.1. Price of the assignment of the Initial Receivables

The assignment price of the Initial Receivables will be an amount equal to the 95% of the Outstanding Balance of the Initial Receivables pooled in the Fund on the Date of Incorporation minus the Pre-Hedge Novation Amount.

The price will be paid in full before 12.00 CET on the Disbursement Date, for value date on that same day.

The payment will be made once that the amount of the issuance of the Notes and the Start-up Expenses Loan has been transferred to the Cash Flow Account.

In the event of termination of the incorporation of the Fund, and thus the assignment of the Initial Receivables, (i) the obligation of the Fund to pay the price for the acquisition of the Initial Receivables will be extinguished, and (ii) the Management Company will be obliged to reimburse the Seller for any rights that might have been accrued in favour of the Fund due to the assignment of the Initial Receivables.

The Seller will not receive any interest as a result of the deferral of payment of the sale price from the Date of Incorporation to the Disbursement Date.

3.3.3.2. Price of the assignment of Additional Receivables

The Additional Receivables will be assigned at a price equal to Acquisition Amount as of the Purchase Date.

The price must be paid in full on the corresponding Payment Date in which the assignment is effectuated, for value that same day, by crediting the Cash Flow Account opened with the Fund Accounts Provider in the name of the Fund.

3.4. Explanation of the flow of funds

3.4.1. How the cash flows from the assets will meet the issuer's obligations to holders of the securities, including, if necessary, a financial service table and a description of the assumptions used in developing that table

The Fund will attend all payment obligations arising from the Notes and its remaining liabilities by applying the cash flows generated by the Receivables and any other applicable rights of the Fund.

The amounts received by the Fund arising from the Receivables will be deposited by the Servicer into the Cash Flow Account within two (2) Business Days from their receipt.

The Fund will benefit from the additional protection and enhancement mechanisms that are described in section 3.4.2 below. These mechanisms will be applied in accordance with the rules of this Prospectus and their purpose is to ensure that the cash flows of the Fund are sufficient to attend its payment obligations in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.7.4.2 of this Additional Information and the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of this Additional Information, as applicable.

All payments of principal and interest on the Notes shall be made in accordance with the rules of this Prospectus and the Pre-Enforcement Priority of Payments set forth in section 3.7.4.2 of this Additional Information and the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of this Additional Information, as applicable.

The weighted average interest rate of the selected Loans in the Preliminary Portfolio as of the Cut-Off Date, as shown in table (iii) of section 2.2.2.2 (*Initial Receivables*) above, amounts to 6.55%, which is higher than the weighted average interest rate of the Notes (which is 5.31%, assuming a 3-month EURIBOR rate of 3.57% on 19 June 2023).

3.4.2. Information on any credit enhancements, an indication of where potentially material liquidity shortfalls may occur, and the availability of any liquidity supports and indication of provisions designed to cover interest/principal shortfall risks

3.4.2.1. Credit enhancements

In order to (i) strengthen the financial structure of the Fund; (ii) increase the security or the regularity in the payments of the Notes; (iii) partially cover any temporary mismatches of the schedule of flows of principal and interest on the Loans and the interest payable in respect of the Notes or, in general, to transform the financial characteristics of the Loans and the Notes;

and (iv) ensure the proper operation of the Fund and performance of its obligations in the terms and conditions set out in the applicable laws from time to time, the Management Company, on behalf of the Fund, will enter into the transactions and Transaction Documents described below in accordance with the Deed of Incorporation and all applicable legal provisions.

The credit enhancements included in the structure of the Fund are the following:

(a) Reserve Fund

The Reserve Fund mitigates the credit risk due to payment default under the Loans. The Reserve Fund is described below in section 3.4.2.2 of this Additional Information.

(b) Interest Rate Swap Agreement

The Interest Rate Swap Agreement mitigates part of the interest rate risk arising from potential future increases of the interest rate applicable to the Notes (EURIBOR 3-month) above the interest rate applicable under the fixed Loans. The main terms and conditions of the Interest Rate Swap Agreement are described in section 3.4.8.1 of this Additional Information.

The Fund has not entered into and will not enter into any kind of hedging instrument save as expressly permitted by article 21 (2) of the EU Securitisation Regulation.

The Initial Receivables do not include derivatives and the Additional Receivables shall not include derivatives.

Additionally, there is no currency risk given that both the Receivables and the Notes are denominated in the same currency (€).

3.4.2.2. Reserve Fund

Use of the Reserve Fund

The amounts standing to the credit of the Reserve Fund will form part of the Available Funds and will be applied on each Payment Date until the Reserve Fund Termination Date to comply with the payment obligations of the Fund in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.7.4.2 of this Additional Information. For these purposes, "**Reserve Fund Termination Date**" means the earlier of:

(a) the Legal Maturity Date;

(b) the Payment Date on which the Non-Defaulted Receivables have been repaid in full;

(c) the Payment Date on which the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes are redeemed in full; and

(d) the Payment Date following the delivery of an Early Liquidation Notice.

Initial Funding

The Reserve Fund will be funded on the Disbursement Date with the proceeds from the disbursement of Class F Notes.

Subsequent funding

On each Payment Date until the Reserve Fund Termination Date, the Reserve Fund shall be funded in an amount equal to the Reserve Fund Required Amount, provided that there are

sufficient Available Funds pursuant to the Pre-Enforcement Priority of Payments.

Adjustment of the Reserve Fund Required Amount

The required amount of the Reserve Fund shall be equal to:

(1) From Disbursement Date and during the Revolving Period: the Reserve Fund will have an initial balance of 2.00% of the initial balance of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on the Date of Incorporation (the "**Initial Reserve Fund**") and will remain constant during the Revolving Period.

(2) Upon termination of the Revolving Period: on each Payment Date up to (but excluding) the Reserve Fund Termination Date, the Reserve Fund may be reduced and be the higher of (the "**Required Level of the Reserve Fund**"):

(a) 0.50% of the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on the Disbursement Date, and

(b) the lower of the following amounts:

(i) 2.00% of the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on the precedent Determination Date; and

(ii) The Initial Reserve Fund.

Notwithstanding the foregoing, the Required Level of the Reserve Fund will not be allowed to be reduced on the applicable Payment Date and will remain at the Required Level of the Reserve Fund on the immediately preceding Payment Date if any of the following circumstances occurs:

(a) if the Reserve Fund has not been funded to a value equal to the Required Level of the Reserve Fund on the preceding Payment Date; or

(b) in case a Subordination Event occurs.

(3) Upon arrival of the Reserve Fund Termination Date: zero (0).

3.4.2.3. Subordination of the Notes

After the occurrence of a Subordination Event, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be redeemed sequentially in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of this Additional Information so that:

(a) the Class B Notes will not be further redeemed for so long as the Class A Notes have not been redeemed in full;

(b) the Class C Notes will not be further redeemed for so long as the Class A Notes and the Class B Notes have not been redeemed in full;

(c) the Class D Notes will not be further redeemed for so long as the Class A Notes, the Class B Notes and the Class C Notes have not been redeemed in full; and

(d) the Class E Notes will not be further redeemed for so long as the Class A Notes, the Class B Notes, Class C Notes and the Class D Notes have not been redeemed in full.

Class F Notes will be redeemed with the available excess spread for an amount equal to Class F Notes Target Amortisation Amount in accordance with the Pre-Enforcement Principal Priority of Payments set forth in section 3.4.7.2 of this Additional Information. Once the Class F Notes are fully redeemed, the subordination of such Class F will no longer apply.

On the Legal Maturity Date or upon the Early Liquidation of the Fund in accordance with section 4.4.3 of the Registration Document, the Class F Notes will be redeemed by applying the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 Following such Post-Enforcement Priority of Payments, redemption of principal of the Class F Notes will occupy the fifteenth (15th) place of the Post-Enforcement Priority of Payment.

3.4.3. Risk retention requirement

3.4.3.1. EU Retention Requirement

The Seller, as Originator, will undertake in the Deed of Incorporation to retain, on an ongoing basis, a material net economic interest of at least 5 (five) per cent. of the nominal value of each of the securitised exposures in the securitisation transaction described in this Prospectus in accordance with article 6(3)(a) of the EU Securitisation Regulation, as supplemented by article 5(1)(a) of the Delegated Regulation 625/2014.

In addition, the Seller has undertaken that the material net economic interest held by it shall not be subject to any credit-risk mitigation or hedging, in accordance with article 6(1) of the EU Securitisation Regulation, except as permitted by the Delegated Regulation 625/2014 (or any related regulation).

The retention option and methodology used to calculate the net economic interest will not change, unless such change is required due to exceptional circumstances and that change is not used as a means to reduce the amount of the retained interest, in which case such change will be appropriately disclosed to Noteholders and published on the following website www.santanderdetitulizacion.com.

The Deed of Incorporation will include a representation and warranty and undertaking of the Originator as to its compliance with the requirements set forth in article 6(1) of the EU Securitisation Regulation. In addition to the information set out herein and forming part of this Prospectus, the Originator has undertaken to make available materially relevant information to investors so that investors are able to verify compliance with article 6 of the EU Securitisation Regulation in accordance with article 7 of the EU Securitisation Regulation, as set out in section 4.2.1 of this Additional Information. In particular, the quarterly reports shall include information about the risk retained pursuant to article 6(1) of the EU Securitisation Regulation, including information on which of the modalities of retention have been applied as provided for in article 6(3) of the EU Securitisation Regulation pursuant to paragraph to 1(e)(iii) of article 7 of the EU Securitisation Regulation. The Seller will undertake in the Deed of Incorporation to include in its webpage (www.santander.com) (or the replacing webpage in the future) a reference to the location where all the updated information regarding the retention requirement can be found.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above and generally, in this Prospectus, for the purposes of complying with each of the provisions described above and any corresponding implementing measures which may be applicable. In addition, each prospective Noteholder should ensure that they comply with the implementing provisions in respect of the EU Securitisation Regulation.

Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

3.4.3.2. US Risk Retention

Section 941 of the Dodd-Frank Act amended the Exchange Act to generally require the "securitiser" of a "securitisation transaction" to retain at least five per cent (5)% of the "credit risk" of "securitised assets", as such terms are defined for purposes of that statute, and generally prohibit a securitiser from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitiser is required to retain. Final rules implementing the statute (the "**U.S. Risk Retention Rules**") came into effect on 24 December 2016 with respect to non-RMBS securitisations. The U.S. Risk Retention Rules provide that the securitiser of an asset backed securitisation is its sponsor. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The Seller does not intend to retain at least five per cent (5)% of the credit risk of the securitised assets for the purposes of the U.S. Risk Retention Rules and the issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules. The Seller intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the United States Securities Act; (2) no more than ten per cent (10)% of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as Risk Retention U.S. Persons); (3) neither the sponsor nor the issuer is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than twenty-five per cent (25)% of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

The Seller has advised the Fund that it has not acquired, and it does not intend to acquire more than twenty-five per cent (25)% of the assets from an affiliate or branch of the Seller or the Fund that is chartered, incorporated, organised or located in the United States.

Prior to any Notes which are issued by the Fund and offered and sold by the Joint Lead Managers being purchased by, or for the account or benefit of, any Risk Retention U.S. Person, the purchaser of such Notes must first disclose to the Seller and the Joint Lead Managers that it is a Risk Retention U.S. Person and obtain the written consent of the Seller in the form of a U.S. Risk Retention Consent. Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is different from the definition of "U.S. person" under Regulation S. The definition of U.S. person in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to clauses (ii) and (viii), which are different than comparable provisions from Regulation S.

Under the U.S. Risk Retention Rules, and subject to limited exceptions, "U.S. person" means any of the following:

(a) any natural person resident in the United States;

(b) any partnership or corporation organised or incorporated under the laws of the United States;

(c) any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);

(d) any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);

(e) any agency or branch of a foreign entity located in the United States;

(f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);

(g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and

(h) any partnership, corporation, limited liability company, or other organisation or entity if:

(i) organised or incorporated under the laws of any foreign jurisdiction; and

(ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the United States Securities Act.

Consequently, the Notes may not be purchased by any person except for (a) persons that are not Risk Retention U.S. Persons or (b) persons that have obtained a U.S. Risk Retention Consent from the Seller where such purchase falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules. Each holder of a Note or a beneficial interest therein acquired in the initial syndication of the Notes on the issue date, by its acquisition of a Note or a beneficial interest in a Note, will be deemed, and, in certain circumstances, will be required to represent to the Issuer, the Seller, the Management Company, the Arranger and the Joint Lead Managers that it (1) either (i) is not a Risk Retention U.S. Person or (ii) it has obtained a U.S. Risk Retention Consent, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules described herein).

The Seller has advised the Issuer that it will not provide a U.S. Risk Retention Consent to any investor if such investor's purchase would result in more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) (as determined by fair value under US GAAP) of all Classes of Notes to be sold or transferred to Risk Retention U.S. Persons on the Disbursement Date.

There can be no assurance that the requirement to request the Seller to give its prior written consent to any Notes which are offered and sold by the Joint Lead Managers being purchased by, or for the account or benefit of, any Risk Retention U.S. Person will be complied with or will be made by such Risk Retention U.S. Persons.

There can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. No assurance can be given as to whether a failure by the Seller to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) may give rise to regulatory action which may adversely affect the Notes or the market value of the Notes. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by the Seller to comply with the U.S. Risk Retention Rules could therefore negatively affect the market value and secondary market liquidity of the Notes.

None of the Arranger, the Joint Lead Managers, the Seller, the Fund or any of their affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Issue Date or at any time in the future. Investors should consult their

own advisors as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

3.4.4. Details of any financing of subordinated debt finance

3.4.4.1. Start-up Expenses Loan Agreement

Description

On the Date of Incorporation, the Management Company, in the name and on behalf of the Fund, will enter into a subordinated loan agreement (the "**Start-Up Expenses Loan Agreement**") with Banco Santander (in such condition, the "**Start-Up Expenses Loan Provider**") for a total amount of TWO MILLION EUROS (€ 2,000,000) (the "**Start-Up Expenses Loan**"), which will be used to finance the initial expenses of the incorporation of the Fund and the issue of the Notes (other than the Pre-hedge Novation Amount, which will be paid with the proceeds arising from the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes).

The proceeds of the Start-Up Expenses Loan will be credited to the Cash Flow Account before 12:00 a.m. CET on the Disbursement Date.

Banco Santander specifically and irrevocably waives any right of set-off against the Fund that could otherwise correspond to it by virtue of any agreement entered into with the Fund.

Early Termination

The maturity date of the Start-Up Expenses Loan Agreement will be the Legal Maturity Date of the Fund.

Notwithstanding the above, the Start-Up Expenses Loan Agreement will be terminated (except for the initial expenses of incorporation of the Fund and the issuance of the Notes):

(a) if the provisional credit ratings of the Rated Notes are not confirmed as final by the Rating Agencies on or prior the Disbursement Date (unless such provisional ratings are upgraded); or

(b) if the Management, Placement and Subscription Agreement is terminated in accordance with the provisions of section 4.2.3 of the Securities Note.

Subordination nature of the Start-Up Expenses Loan

Given that this Start-Up Expenses Loan is a subordinated loan, it will be postponed in ranking as regards the rest of creditors of the Fund pursuant to the terms of sections 3.4.7.2 and 3.4.7.3 of this Additional Information, including, but not limited to, the Noteholders.

Repayment of principal

All amounts due under the Start-Up Expenses Loan corresponding to principal shall be repayable on each Payment Date provided that there are sufficient Available Funds in accordance with the Pre-Enforcement Priority of Payments or, where applicable, Post-Enforcement Available Funds in accordance with the Post-Enforcement Priority of Payments described in sections 3.4.7.2 and 3.4.7.3 of this Additional Information, respectively.

For clarification purposes, the Start-Up Expenses Loan may be early repaid in full on the First Payment Date provided that the Fund has sufficient Available Funds after payment of items (1) to (15) of the Pre-Enforcement Priority of Payments (set forth in section 3.4.7.2 of this Additional Information) or, where applicable, Post-Enforcement Available Funds, after

payment of items (1) to (16) of the Post-Enforcement Priority of Payments (set forth in section in section 3.4.7.3 of this Additional Information).

Remuneration

The Start-Up Expenses Loan will accrue an annual interest, calculated on a quarterly basis, for each Interest Accrual Period, which will be equal to 3 (three)-month EURIBOR (as defined below) with floor at 0.00%, plus a margin of 0.31% and will be paid only if the Fund has sufficient Available Funds in accordance with the Pre-Enforcement Priority of Payments established in section 3.4.7.2 of this Additional Information, or, where applicable, Post-Enforcement Available Funds, in accordance with the Post-Enforcement Priority of Payments described in section 3.4.7.3 of this Additional Information. Any interest accrued, which must be paid on a specified Payment Date, will be calculated on the basis of: (i) the actual days existing in each Interest Accrual Period, and (ii) a year of three hundred and sixty (360) days.

For the purposes of calculating the interest payable under the Start-Up Expenses Loan, the reference rate will be EURIBOR (Euro Interbank Offered Rate), which is the money market reference rate for deposits in euros at three (3) months maturity, taken from the Reuters page EURIBOR01 (or any other page that replaces this page in the future, the "**Relevant Screen**"). If such page (or any other page that replaces this page in the future) is not available, the Relevant Screen will be –in this order– the electronic information pages offering EURIBOR rates (published by the European Banking Federation) such as Telerate, Bloomberg or any other page used in the market to show the EURO Interbank Market at 11.00 CET on two (2) Business Days preceding the date of commencement of each Interest Accrual Period.

If it is impossible to obtain the EURIBOR for such period of time, the reference interest rate will be the interest rate resulting from the simple arithmetic mean of the interbank offered interest rates for non-transferrable deposits, in the currency of the issue, that are provided by four (4) leading banking entities.

If it is not possible to apply such reference interest rate, due to the fact that any of the four entities has continuously failed to provide the statement of quotations, the applicable interest rate will be the result of the simple arithmetic mean of the interest rates provided by, at least, two (2) of the leading entities.

If it is not possible to obtain the rates established in the preceding paragraphs, it will be necessary to apply the last reference interest rate applied to the last Interest Accrual Period and it will remain applicable as long as such situation persists.

Interest due and not paid on a Payment Date will accumulate and accrue interest at the same rate as the nominal interest rate of the Start-Up Expenses Loan and will be paid, provided that the Fund has sufficient Available Funds or Post-Enforcement Available Funds, as applicable, on the immediately following Payment Date and in accordance with the Pre-Enforcement Priority of Payments established in section 3.4.7.2 of this Additional Information, or, where applicable, with the Post-Enforcement Priority of Payments described in section 3.4.7.3 of this Additional Information.

The interest rate under the Start-Up Expenses Loan may be reviewed and modified annually, starting from the first anniversary of the Date of Incorporation, provided that the Start-Up Expenses Loan has not been repaid in full by such time.

3.4.5. Specification of any investment parameter for the investment of temporary liquidity surpluses and description of the parties responsible for the said investment

3.4.5.1. Fund Accounts

On the Date of Incorporation, the Management Company, in the name and on behalf of the Fund will enter into a reinvestment agreement (the "**Reinvestment Agreement**") with

Banco Santander (the "**Fund Accounts Provider**"), by virtue of which the Fund Accounts Provider will open in its books the following bank accounts (the "**Fund Accounts**"):

(a) the Cash Flow Account; and

(b) the Swap Collateral Account.

Cash Flow Account

Pursuant to the Reinvestment Agreement the amounts to be credited in the Cash Flow Account will include, but are not limited to, the following:

(a) principal and interests on the Receivables;

(b) any other amounts corresponding to the Receivables, and to the disposal or use of assets awarded, or under provisional administration and possession of the assets during enforcement proceedings, as well as all possible rights and compensations, including those arising from any ancillary right to the Receivables, but excluding fees;

(c) the amount which constitutes the Reserve Fund at any time, as described in section 3.4.2.2 of this Additional Information;

(d) the amounts received under the Interest Rate Swap Agreement (other than amounts received as collateral and deposited in the Swap Collateral Account that will be applied in accordance with the Interest Rate Swap Agreement), if any;

(e) the amounts of the returns obtained on actual Cash Flow Account balances, if any; and

(f) the amounts of interim withholdings on the return on investments to be effected on each relevant Payment Date on the Note interest paid by the Fund, until due for payment to the Tax Administration, if any;

All collections and payments during the entire life of the Fund will be centralised in the Cash Flow Account.

On the Disbursement Date, the following amounts will be deposited in the Cash Flow Account:

(a) the effective subscription price of the Notes issued; and

(b) the amount drawdown under the Start-Up Expenses Loan for satisfying the initial expenses of the incorporation of the Fund and the issuance of the Notes.

Furthermore, on or about the Disbursement Date, as applicable, the following items will be paid out of the amounts deposited in the Cash Flow Account:

(a) the purchase price of the Initial Receivables; and

(b) the initial expenses of the incorporation of the Fund and the issuance of the Notes. For clarification purposes, payments of these expenses will be paid as soon as each expense becomes due and payable.

The Fund Accounts Provider, in accordance with the instructions received form the Management Company, shall apply the balance existing in the Cash Flow Account on each Payment Date in accordance with the Pre-Enforcement Priority of Payments (or the Post-Enforcement Priority of Payments, as applicable).

Swap Collateral Account

Pursuant to the Reinvestment Agreement, the Swap Collateral Account will be the credited with any cash collateral to be posted by Swap Counterparty under the Interest Rate Swap Agreement, as described in section 3.4.8.1 of the Additional Information.

Cash standing to the credit of the Swap Collateral Account (including interest) shall not be Available Funds (except as otherwise foreseen in section 3.4.8.1 of this Additional Information) for the Fund to make payments in accordance with the relevant Priority of Payments.

In the event that the Fund Accounts Provider for the Swap Collateral Account defaults in its obligations under the Reinvestment Agreement and due to such default, the Fund is not able to immediately apply the collateral amounts held on such account towards any due payment to the Swap Counterparty, the amount payable by the Fund to the Swap Counterparty shall be paid according to the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

Interest

(a) Cash Flow Account:

On the Disbursement Date and until a change on its remuneration has occurred, the amounts deposited in the Cash Flow Account will accrue, an interest equivalent to €STR – 40 bp. However, in the event that such rate falls below 0 (zero), the applicable interest will be equal to zero per cent (0.00%).

For the purposes of this section, "**€STR**" means, in respect of an interest accrual period in respect of the balances standing to the credit on the Cash Flow Account, the euro short-term rate equal to the overnight rate as calculated by the ECB and appearing on the relevant screen page two (2) Business Days before the date on which such interest accrual period begins. In case €STR ceases to be provided permanently or indefinitely, any mention to that reference rate shall be understood as made to the rate (inclusive of any spreads or adjustments) recommended by the ECB (or any successor administrator) in replacement of the €STR as published or provided by the administrator thereof.

(b) Swap Collateral Account:

On the Disbursement Date and until a change on its remuneration has occurred, the amounts deposited in the Swap Collateral Account from time to time will not accrue any interest as long as the Funds Account Provider is Banco Santander. Nevertheless, in the event of replacement of Banco Santander as Fund Accounts Provider, such fund accounts might accrue interest.

(c) Change of remuneration of the Fund Accounts:

Notwithstanding the provisions set out above, the Fund Accounts can change its remuneration under the Reinvestment Agreement, in which case the new interest rate will be reported by Banco Santander, or the Management Company, as the case may be, to the rest of the parties. If the remuneration is negative, this will be considered a Fund expense.

Rating Agencies Criteria for the Fund Accounts Provider

In the event that the rating of the Fund Accounts Provider or of the replacing entity in which the Fund Accounts are opened is downgraded, at any time during the life of the Notes issue:

(a) below the long-term bank deposit rating of at least A2 according to Moody's; or

(b) below (i) the long-term deposit rating, if available, a long-term senior debt rating of A- and (ii) a short-term senior deposit rating, if available, a short-term senior debt rating of F1 assigned by Fitch (each a "**Fitch Minimum Rating**");

the Management Company shall, after notifying the Rating Agencies, adopt one of the options described below to allow an appropriate level of guarantee to be maintained with respect to the commitments relating to the Fund Accounts, in order for the ratings given to the Rated Notes by the Rating Agencies not to be adversely affected:

(a) within sixty (60) calendar days from the day of the occurrence of any of the abovementioned events, obtain from an institution:

(i) with a minimum long-term bank deposit rating according to Moody's Rating of at least A2; and or

(ii) with a Fitch «minimum rating» of A,

an unconditional and irrevocable first demand guarantee securing, upon request of the Management Company, the timely performance by the account holder of its obligation to repay the amounts deposit therein, for as long as the account holder remains downgraded;

(b) within sixty (60) calendar days from the day of the occurrence of any of the abovementioned events, transfer the Fund Accounts to an institution:

(i) with a minimum long-term bank deposit rating according to Moody's Rating of at least A2; and/or

(ii) with a Fitch «minimum rating» of A;

and the Management Company will arrange the highest possible return for the balance of the Fund Accounts, which may be lower, equal to or higher than that arranged with the Fund Accounts Provider (or the replacing entity in which the Fund Accounts are opened).

In this regard, the Fund Accounts Provider (or the replacing entity in which the Fund Accounts are opened) shall irrevocably agree to notify the Management Company of any change or removal of its rating given by the Rating Agencies, forthwith upon that occurrence throughout the life of the Rated Notes issue.

All costs, expenses and taxes incurred due to the execution and formalisation of the previous options will be borne by Banco Santander or, if applicable, by the subsequent holder of the Fund Accounts.

3.4.6. How payments are collected in respect of the Receivables

The Servicer, as collection agent on behalf of the Fund, will collect any amounts for both principal and interest under the Receivables paid by the Borrowers, as well as any amounts corresponding to the Fund, and will proceed to immediately deposit such amounts into the Cash Flow Account, as applicable, within two (2) Business Days from their receipt.

The Servicer will not pay, in any case, any amount to the Fund that the Servicer has not previously received from the Borrowers in respect of the Loans.

Powers of the holder of the Receivables in the case of breach by the Borrower or the Servicer of their obligations

The Servicer will apply the same level of expertise, diligence and procedures for making a claim for the amounts due and unpaid on the Receivables as for the rest of loans contained in its portfolio.

In particular, once the relevant periods for out-of-court actions to obtain payment of unpaid amounts under the Receivables have elapsed without having recovered the relevant unpaid amounts, the Servicer will bring any legal actions required for such purposes. In any case, the Servicer will bring the aforementioned legal actions if, after having analysed the specific circumstances of the case, the Management Company, on behalf of the Fund and in agreement with Banco Santander, deems it appropriate.

The current recovery processes applied by the Servicer are included in section 2.2.7.3 (*Arrears, recovery and prepayment information for consumer and financing loans originated by Santander*) of this Additional Information.

(a) Action against the Servicer

The Management Company, for and on behalf of the Fund, may take action against the Servicer where the breach of the obligation to pay any principal repayment and interest and any other Loan amounts paid by the Borrowers due to the Fund does not result from default by the Borrowers and is attributable to the Servicer.

The Servicer will not be liable for such actions in case such breach is caused as a consequence of the compliance by the Servicer with the instructions given by the Management Company.

(b) Actions in case of non-payment of the Loans

The Management Company, for and on behalf of the Fund, may take all the legal actions arising from the ownership of the Receivables, in accordance with the legislation in force.

For the above purposes, the Management Company as responsible for servicing and managing the Receivables pursuant to article 26.1.b) of Law 5/2015, shall grant in the Deed of Incorporation a power of attorney as broad as permitted by law in favour of the Servicer, so that the Servicer, acting through any of its attorneys duly empowered for such purpose, following the instructions of the Management Company, in the name and on behalf of the latter, or in its own name albeit on behalf of the Management Company, as the authorised representative of the Fund, may demand any Borrower in or out of court to pay the debt and take legal action against the same, and if applicable to the guarantor, in addition to any other powers required for the performance of its duties as Servicer. These powers may also be granted under a document separate from the Deed of Incorporation or may be expanded and modified, if necessary, for the performance of such duties.

Additionally, Banco Santander undertakes to inform the Management Company, on behalf of the Fund, on a quarterly basis, of any payment defaults, early redemptions and adjustments of the interest rates and term of maturity, and to provide timely information regarding payment demands, certified notices given to the borrower, legal actions, and any other circumstances affecting the Loans. Furthermore, the Servicer will provide the Management Company with all the documents that the latter might request in relation to the Loans and, in particular, the documents that the Management Company might need for the purposes of bringing any legal actions.

The Servicer shall, as a general rule, commence the relevant legal proceedings if, for a period of time of six (6) months, the Borrower in default of his/her payments obligations fails to resume payments, and the Servicer with the Management Company's consent, fails to obtain a payment undertaking satisfactory to the interests of the Fund.

3.4.7. The order of priority of payments made by the issuer to the holders of the class of securities in question.

3.4.7.1. Source and application of funds on the Disbursement Date and until the first Payment Date, inclusive

(i) Source:

The Fund shall receive funds for the following concepts:

(a) Disbursement of the subscription price of the Notes.

(b) Drawdown of the principal of the Start-Up Expenses Loan.

(ii) Application:

The Management Company shall then apply the fund described above to make the following payments:

(a) Payment of the purchase price of the Initial Receivables (corresponding to the Outstanding Balance of the Initial Receivables).

(b) Payments of expenses incurred in the incorporation of the Fund and the issue and admission of the Notes, which will be paid as soon as each expense becomes due and payable.

(c) Funding of the Reserve Fund by crediting the Cash Flow Account in an amount equal to the Initial Reserve Fund.

3.4.7.2. Source and application of the funds from the first Payment Date, inclusive, until the last Payment Date or the liquidation of the Fund, exclusive

(i) Source:

The available funds to comply with the payment obligations of the Fund pursuant to the Pre-Enforcement Priority of Payments (the "**Available Funds**") shall mean an amount calculated on the Determination Date immediately preceding the relevant Payment Date and consist of the aggregate (without double counting):

(a) Principal and interest (ordinary and default) collections from the Receivables received during the Determination Period immediately preceding such Determination Date;

(b) the return earned during the Determination Period immediately preceding such Determination Date on amounts deposited in the Cash Flow Account, if any;

(c) amounts constituting the Reserve Fund on such Payment Date as detailed in section 3.4.2.2 of this Additional Information;

(d) any amount, other than the principal and interest, arising from the Receivables;

(e) the Servicer Event Reserve Amount (as this term is defined in section 3.7.1.14 below), for the sole purpose of financing the Servicer's Fee if there is a replacement of Banco

Santander as Servicer, as set forth in section 3.4.7.4 of the Additional Information below; and

(f) any amount received by the Fund under the Interest Rate Swap Agreement, but excluding:

(i) any collateral amount provided by the Swap Counterparty; or

(ii) any Swap Replacement Proceeds received by a replacement Swap Counterparty in those events as provided in the Interest Rate Swap Agreement;

provided that, following any application of the amounts described in (i) and/or (ii) above towards payment of any premium payable to a replacement Swap Counterparty in consideration for it entering into an Interest Rate Swap Agreement with the Fund on the same terms as the Interest Rate Swap Agreement, any remaining amounts shall form part of the Available Funds. For the avoidance of doubt, the amounts described in (i) could only be applied towards payment of any premium payable to a replacement Swap Counterparty in case of early termination of the Interest Rate Swap Agreement being the Swap Counterparty the Affected Party or the Defaulting Party (as these terms are defined in the Interest Rate Swap Agreement).

(ii) Application:

The Available Funds shall be applied on each Payment Date to meet the following payment obligations (the "**Pre-Enforcement Priority of Payments**"):

(1) Payment of any applicable taxes, duly justified.

(2) Payment of:

(i) on a pro-rata basis, the Ordinary Expenses and Extraordinary Expenses of the Fund, Paying Agent's fee and the periodic administration fee of the Management Company; and

(ii) if there is a replacement of Banco Santander as Servicer, the Servicer's Fee, which shall be paid exclusively from be the Servicer Event Reserve Amount.

(3) In or towards payment of any one-off and/or periodic amount due to the Swap Counterparty under the Interest Rate Swap Agreement, including, amongst others, payment of the amount determined pursuant to Section (6) of the Interest Rate Swap Agreement in case of early termination if (1) such amount is payable by the Issuer to the Swap Counterparty, (2) the Swap Counterparty is *not* a Defaulting Party (as this term is defined in the Interest Rate Swap Agreement) and (3) there is no available collateral deposited in the Swap Collateral Account for such payment (once the collateral posted by the substituted Swap Counterparty has been returned and the substituting Swap Counterparty has deposited (if any) the relevant Swap Replacement Proceeds).

(4) Payment of interest accrued on the Class A Notes.

(5) Payment of interest accrued on the Class B Notes.

(6) Payment of interest accrued on the Class C Notes.

(7) Payment of interest accrued on the Class D Notes.

(8) Payment of interest accrued on Class E Notes, which shall be deferred to the 12th place below if the following two conditions are simultaneously met: (i) a Class E and Class F Notes Interest Deferral Trigger has occurred; and (ii) Class E Notes is not the Most Senior Class of Notes.

For these purposes, Class E and Class F Notes Interest Deferral Trigger means a Cumulative Default Ratio higher than 3.50%.

(9) Replenishment of the Reserve Fund up to amount equal to the Required Level of the Reserve Fund.

(10) Payment of interest accrued on Class F Notes, which shall be deferred to the 13th place below if:

(i) a Class E and Class F Notes Interest Deferral Trigger has occurred, provided that Class F Notes is not the Most Senior Class of Notes; or

(ii) the Required Level of the Reserve Fund is equal to 0.

For these purposes, Class E and Class F Notes Interest Deferral Trigger means a Cumulative Default Ratio higher than 3.50%.

(11) <u>During the Revolving Period</u>: Revolving Period Principal Target Redemption Amount to be applied to:

(i) in the first place, to pay the Acquisition Amount of the Additional Receivables, provided that the Seller has offered sufficient Additional Receivables (complying with the Eligibility Criteria) to be assigned to the Fund;

(ii) in the second place, to redeem on a pro-rata basis the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

<u>After the Revolving Period</u>:

(i) Principal Target Redemption Amount to be applied pro-rata to the amortisation of the Class A, Class B, Class C, Class D and Class E Notes, unless a Subordination Event has occurred.

(ii) On any Payment Date following the occurrence of a Subordination Event, the Principal Target Redemption Amount will be applied in the first place to amortise the Class A Notes until their full redemption, in the second place to amortise the Class B Notes until their full redemption, in the third place to amortise the Class C Notes until their full redemption, in the fourth place to amortise the Class D Notes until their full redemption and in the fifth place to amortise the Class E Notes until their full redemption.

(12) Upon the occurrence of a Class E and Class F Notes Interest Deferral Trigger and provided that Class E Notes is not the Most Senior Class of Notes: payment of interest accrued on Class E Notes.

(13) Payment of interest accrued on Class F Notes upon the occurrence of any of the following events:

(i) Class E and Class F Notes Interest Deferral Trigger has occurred, provided that Class F Notes is not the Most Senior Class of Notes; or

(ii) the Required Level of the Reserve Fund is equal to 0.

(14) The Class F Notes Target Amortisation Amount, until the Class F Notes are fully redeemed.

(15) Payment of interest accrued and payable by virtue of the Start-Up Expenses Loan Agreement.

(16) Payment of principal accrued and payable by virtue of the Start-Up Expenses Loan Agreement.

(17) In or towards payment of any one-off and/or periodic amount determined pursuant to the Swap Agreement, including, amongst others, payment of the amount determined pursuant to Section (6) of the Interest Rate Swap Agreement in case of early termination if (1) it is payable by the Issuer to the Swap Counterparty, (2) the Swap Counterparty is a Defaulting Party (as this term is defined in the Interest Rate Swap Agreement) and (3) there is no available collateral deposited in the Swap Collateral Account for such payment (once the collateral posted by the substituted Swap Counterparty has been returned and the substituting Swap Counterparty has deposited (if any) the relevant Swap Replacement Proceeds).

(18) Payment of the Servicer's Fee assuming there is no replacement of Servicer.

(19) Any Financial Intermediation Margin to the Seller.

(iii) Failure to comply with the obligation to pay interest

In the event that, on a Payment Date, the Available Funds are not sufficient to pay the interests accrued on the Notes as well as the interests accrued and payable on the Start-Up Expenses Loan Agreement, according to the Pre-Enforcement Priority of Payments established above, the amounts that the Noteholders or Start-Up Expenses Loan Provider have not received will be added on the following Payment Date to the interest that, if applicable, must be paid on that Payment Date, and will be paid on the following Payment Date on which the Fund has sufficient Available Funds to make such payment, and by order of maturity if it is not possible to pay them in full due to a lack of Available Funds, in accordance with the Pre-Enforcement Priority of Payments.

3.4.7.3. Post-Enforcement Priority of Payments

(i) Source:

"**Post-Enforcement Available Funds**" shall mean the sum of (a) the Available Funds and (b) any amounts obtain from the liquidation of the remaining Receivables or any other asset that belongs to the Fund, as provided on section 4.4.3 of the Registration Document.

(ii) Application:

The Management Company shall liquidate the Fund on the Legal Maturity Date or upon the Early Liquidation of the Fund in accordance with section 4.4.3 of the Registration Document, by applying the Post-Enforcement Available Funds as follows (the "**Post-Enforcement Priority of Payments**"):

(1) Payment of any applicable taxes, duly justified.

(2) Payment of:

(i) the Ordinary Expenses and Extraordinary Expenses of the Fund, whether or not paid by the Management Company and duly justified, including the administration fee in favour of the Management Company;

(ii) if there is a replacement of Banco Santander as Servicer, the Servicer's Fee, which shall be paid exclusively from be the Servicer Event Reserve Amount.

According to this ranking, Banco Santander will only be paid, in connection with the servicing of the Receivables, those expenses that it has paid in advance on behalf of the Fund and any amounts that must be returned to the Borrowers; all of them duly justified.

(3) In or towards payment of any one-off and/or periodic amount due to the Swap Counterparty under the Interest Rate Swap Agreement, including, amongst others, payment of the amount determined pursuant to Section (6) of the Interest Rate Swap Agreement in case of early termination if (1) such amount is payable by the Issuer to the Swap Counterparty, (2) the Swap Counterparty is *not* a Defaulting Party (as this term is defined in the Interest Rate Swap Agreement) and (3) there is no available collateral deposited in the Swap Collateral Account for such payment (once the collateral posted by the substituted Swap Counterparty has been returned and the substituting Swap Counterparty has deposited (if any) the relevant Swap Replacement Proceeds).

(4) Payments of interest accrued on the Class A Notes.

(5) Redemption of principal of the Class A Notes.

(6) Payments of interest accrued on the Class B Notes.

(7) Redemption of principal of the Class B Notes.

(8) Payments of interest accrued on the Class C Notes.

(9) Redemption of principal of the Class C Notes.

(10) Payments of interest accrued on the Class D Notes.

(11) Redemption of principal of the Class D Notes.

(12) Payments of interest accrued on the Class E Notes.

(13) Redemption of principal of the Class E Notes.

(14) Payments of interest accrued on the Class F Notes.

(15) Redemption of principal of the Class F Notes.

(16) Payment of interest accrued and payable by virtue of the Start-Up Expenses Loan Agreement.

(17) Payment of principal accrued and payable by virtue of the Start-Up Expenses Loan Agreement.

(18) In or towards payment of any one-off and/or periodic amount determined pursuant to the Interest Rate Swap Agreement, including, amongst others, payment of the amount determined pursuant to Section (6) of the Interest Rate Swap Agreement in case of early termination if (1) it is payable by the Issuer to the Swap Counterparty, (2) the Swap Counterparty is a Defaulting Party (as this term is defined in the Interest Rate Swap Agreement) and (3) there is no available collateral deposited in the Swap Collateral Account for such payment (once the collateral posted by the substituted

Swap Counterparty has been returned and the substituting Swap Counterparty has deposited (if any) the relevant Swap Replacement Proceeds).

(19) Payment of the Servicer's Fee assuming there is no replacement of Servicer.

(20) Any Financial Intermediation Margin to the Seller.

In the event that, on a Payment Date prior to the current Payment Date, any item had not been paid, the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, established in this section will be strictly followed, starting from the oldest item.

3.4.7.4. Other rules - Replacement of Servicer

If Banco Santander is replaced as the Servicer of the Receivables by another entity not forming part of Banco Santander's consolidated group, a fee will be accrued in favour of the new Servicer, appearing in the second (2nd) place of the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments set out in sections 3.4.7.2 and 3.4.7.3 above, as applicable.

For clarification purposes, the Servicer's Fee accrued in favour of the new Servicer shall be paid exclusively from the Servicer Event Reserve Amount.

3.4.7.5. Expenses of the Fund

The following is not an exhaustive list, and shall be considered ordinary expenses of the Fund (the "**Ordinary Expenses**"):

(a) expenses arising from compulsory administrative verifications, registrations and authorisations (other than payment of the initial expenses for the incorporation of the Fund and issuance of the Notes), and admission expenses and the ongoing fee payable to the EU Securitisation Repository, INTEX and Bloomberg;

(b) expenses relating to the keeping of the accounting records of the Notes, for their admission to trading on organised secondary market, and for the maintenance thereof;

(c) expenses arising from the annual audits of the Fund's financial statements;

(d) expenses arising from the Rating Agencies fees for the monitoring and maintenance of the ratings for the Notes;

(e) expenses arising from the redemption of the Notes;

(f) expenses related to any notices and announcements that, in accordance with the provisions of this Prospectus, must be given to the holders of outstanding Notes;

(g) the Paying Agent's fees, expenses arising from replacement of the Paying Agent when removed by the Management Company and the Management Company's fees;

(h) any part of the Third-Party Verification Agent's fee not paid initially; and

(i) in general, any other expenses borne by the Management Company and arising from its duties relating to the representation and management of the Fund.

Although the actual amount of Ordinary Expenses cannot be determined in advance as it will depend on, among others, fixed and variable factors linked to the Outstanding Balance of the Receivables, the maximum amount of Ordinary Expenses per year which could be incurred by the Fund is estimated in 0.10% of the Outstanding Balance of the Receivables.

The following items are considered as extraordinary expenses (the "**Extraordinary Expenses**"):

(a) expenses, if any, arising from the preparation and execution of the amendments to the Deed of Incorporation and the agreements, and the execution of any additional agreements;

(b) the amount of the initial expenses of incorporation of the Fund and issuance of Notes exceeding the principal amount of the Start-Up Expenses Loan;

(c) the extraordinary expenses of audits and legal advice;

(d) expenses required to enforce the Loans and/or the guarantees or security thereunder and expenses arising from any recovery actions; and

(e) in general, any other extraordinary expenses borne by the Fund or by the Management Company for and on behalf of the Fund.

3.4.8. Details of any other agreements affecting the payments of interest and principal made to the Noteholders

3.4.8.1. Interest Rate Swap Agreement

General

On or about the Date of Incorporation, the Management Company, on behalf of the Fund, shall enter into the Interest Rate Swap Agreement with the Swap Counterparty in order to hedge the potential interest rate exposure of the Fund in relation to its floating rate interest obligations under the Notes and match the floating nature of the interest rate payable under the Notes and the fixed nature of the interest rate payable under the Loans. The Interest Rate Swap Agreement will be drafted in the form of an INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION (ISDA) 2002 Master Agreement, together with the relevant Schedule, the Credit Support Annex, the Confirmation (as these terms are defined in the Interest Rate Swap Agreement) and the Novation Agreement (as this term is defined below).

Pre-hedge

On 20 June 2023 (the "**Pre-Hedge Transaction Date**"), Banco Santander Totta, S.A. ("**Santander Totta**") and the Swap Counterparty entered into an interest rate swap transaction evidenced by a Confirmation in order to fix the maximum interest rate that the Fund will be obliged to pay under the Interest Rate Swap Agreement (the "**Pre-Hedge Transaction**") at a rate equal to 3.24% (the "**Pre-Hedge Rate**").

On the Date of Incorporation, the Pre-Hedge Transaction will be transferred by way of novation by Santander Totta to the Fund following the entry into of a deed of novation agreement subject to Irish law (the "**Novation Agreement**") in respect of such Pre-Hedge Transaction on the Date of Incorporation, and such Pre-Hedge Transaction as novated will be part of and governed by the Interest Rate Swap Agreement. If, on the Date of Incorporation, the mark-to-market value of the Pre-Hedge Transaction is positive for Santander Totta (i.e., if the fixed rate calculated at the date of incorporation were to be higher than the Pre-Hedge Rate), the Fund will pay in favour of Santander Totta an amount equal to the mark-to-market value of the Pre-Hedge Transaction as of the Date of Incorporation (the "**Pre-Hedge Novation Amount**") as a compensation for the novation of the Pre-Hedge Transaction from Santander Totta to the Fund. The Pre-Hedge Novation Amount (if any) will be considered an initial expense and will be paid out of the proceeds of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

Payments under the Interest Rate Swap Agreement

The Interest Rate Swap Agreement is structured in a way that, on each Payment Date:

(a) the Swap Counterparty has agreed to pay to the Fund an amount equal to a floating rate of EURIBOR 3M:

(i) multiplied by the Notional Amount from time to time (as defined below);

(ii) divided by a count fraction of 360; and

(iii) multiplied by the number of days of the relevant Interest Accrual Period. Such amount shall be calculated by the Interest Rate Swap Calculation Agent for each Interest Accrual Period.

By way of exception, the floating rate payable on the First Payment Date will result from the linear interpolation of the 3-month EURIBOR rate and the 6-month EURIBOR, calculated in the terms set forth in section 4.8.4(b) of the Securities Note.

(b) the Fund has agreed to pay to the Swap Counterparty an amount equal to a maximum fixed interest rate of 3.24%:

(i) multiplied by the Notional Amount from time to time (as defined below);

(ii) divided by a count fraction of 360; and

(iii) multiplied by the number of days of the relevant Interest Accrual Period. Such amount shall be calculated by the Interest Rate Swap Calculation Agent for each Interest Accrual Period.

The final fixed interest rate to be paid by the Fund to the Swap Counterparty according to section (b) above shall be reflected in both the Deed of Incorporation and the Confirmation to be entered into under the Interest Rate Swap Agreement.

Payments under the Interest Rate Swap Agreement will be made on a net basis according to the terms of the Interest Rate Swap Agreement. Payments to the Fund by the Swap Counterparty under the Interest Rate Swap Agreement will be paid into the Cash Flow Account.

The Swap Counterparty will be obliged to make payments under the Interest Rate Swap Agreement without any withholding or deduction of taxes unless required by law.

Notional Amount

For these purposes, the notional amount of the Interest Rate Swap Agreement (the "**Notional Amount**") shall be equal:

(a) on the First Payment Date, to the Outstanding Balance of the Non-Defaulted Receivables at the Disbursement Date;

(b) From the First Payment Date (excluded), to the Outstanding Balance of the Non-Defaulted Receivables on the preceding Determination Date.

Duration and termination

The Interest Rate Swap Agreement will remain in full force until the earlier of (i) the Legal Maturity Date; and (ii) the date on which the Notional Amount is reduced to zero unless it is

terminated early by one of the parties thereto in accordance with the terms of the Interest Rate Swap Agreement.

The Interest Rate Swap Agreement shall be fully terminated if the Management, Placement and Subscription Agreement is fully terminated in accordance with the provisions of section 4.2.3 of the Securities Note or if the provisional credit ratings of the Rated Notes are not confirmed as final by the Rating Agencies on or prior the Disbursement Date (unless such provisional ratings are upgraded).

In the event that the Interest Rate Swap Agreement is terminated by either party, the amount determined pursuant to Section 6(e) of the ISDA Master Agreement of the Interest Rate Swap Agreement in Euro may be due to the Fund or to the Swap Counterparty, as applicable.

Interest Rate Swap Calculation Agent

The Management Company will act as Interest Rate Swap Calculation Agent of the Interest Rate Swap Agreement.

Collateral

The Interest Rate Swap Agreement will contain provisions requiring certain remedial actions to be taken if a Swap Counterparty Downgrade Event occurs in respect of the Swap Counterparty (or, as relevant, its guarantor). Such provisions may include a requirement that the Swap Counterparty must post collateral; and/or transfer the Interest Rate Swap Agreement to another entity (or, as relevant, its guarantor); and/or procure that a guarantor meeting the applicable credit rating guarantees its obligations under the Interest Rate Swap Agreement.

When the Swap Counterparty provides collateral in accordance with the provisions of the Interest Rate Swap Agreement (including the Credit Support Annex thereto), such collateral or interest thereon will not form part of the Available Funds, save as expressly permitted in accordance with section 3.4.7.2 (i) (f) above.

The Swap Counterparty may only post collateral in the form of cash under the Credit Support Annex to the Interest Rate Swap Agreement and any such cash collateral amounts will be credited to the Swap Collateral Account. If the Swap Counterparty does not fulfil its payment obligations under the Interest Rate Swap Agreement, which gives rise to an event of default, upon the termination and close-out of the Interest Rate Swap Agreement, any collateral amounts which are not returned to the Swap Counterparty pursuant to the Interest Rate Swap Agreement may be used by the Fund to obtain a replacement Interest Rate Swap Agreement or to make payments on the Notes, in accordance with the applicable Priority of Payments. Any excess collateral amount will be paid directly to the Swap Counterparty outside of the ranking of the Pre-enforcement Priority of Payments detailed in section 3.4.7.2 of this Additional Information or the ranking of the Post-Enforcement Priority of Payments detailed in section 3.4.7.3 of this Additional Information.

Early Termination

The Interest Rate Swap Agreement may be early terminated in accordance with its terms, irrespective of whether or not the Notes have been paid in full prior to such termination, upon the occurrence of a number of events (which may include without limitation):

(a) certain events of bankruptcy, insolvency, receivership or reorganisation of the Swap Counterparty or the Early Liquidation of the Fund;

(b) failure on the part of the Fund or the Swap Counterparty to make any payment under the Interest Rate Swap Agreement;

(c) changes in law resulting in illegality;

(d) amendment of any material terms of the Deed of Incorporation without the prior written approval of the Swap Counterparty;

(e) occurrence of a Swap Counterparty Downgrade Event that is not remedied within the required timeframe pursuant to the Interest Rate Swap Agreement; and

(f) if at any time the Reference Rate in respect of the Notes is changed as a consequence of a Base Rate Modification Event and, as a result, it is different to EURIBOR and the Swap Counterparty does not accept the Base Rate Modification proposed pursuant to section 4.8.5 (*Fallback Provision*) of the Securities Note.

It will constitute a Subordination Event in accordance with section 4.9.2.1 of the Securities Note if a Swap Counterparty Downgrade Event occurs in respect of the Interest Rate Swap Provider (or its guarantor, as applicable) and none of the remedies provided for in the Interest Rate Swap Agreement are put in place within the timeframe required thereunder.

If the Interest Rate Swap Agreement is terminated because of an event of default or a termination event specified therein, the amount determined pursuant to Section 6(e) of the ISDA Master Agreement of the Interest Rate Swap Agreement may be due to the Fund depending on market conditions at the time of termination. This amount will be determined by the method described in the Interest Rate Swap Agreement and could be substantial if market rates or other conditions have changed materially. The amount may be based on the actual cost or market quotations provided by reference entities of the market of the cost of entering into an interest rate swap agreement similar to the Interest Rate Swap Agreement and the unpaid amounts on or prior to the early termination date. Any early termination payment payable by the Fund will be payable in accordance with the applicable Priority of Payments.

If the Interest Rate Swap Agreement is terminated prior to redemption in full of the Notes, the Fund will be required to enter into a transaction on similar terms with a new Swap Counterparty. Any upfront payment to any replacement Swap Counterparty under the Interest Rate Swap Agreement payable by the Fund will be paid directly to the replacement Swap Counterparty and not in accordance with the Priority of Payments.

For further information on the potential consequences arising from an early termination of the Interest Rate Swap Agreement, please refer to Risk Factor 1.1.4 (*Interest Rate Risk*) and Risk Factor 1.2.6 (*Risk relating to benchmarks and the hedging agreement*).

Swap Replacement Proceeds

Any Swap Replacement Proceeds received by the Fund from a replacement Swap Counterparty will be remitted directly to the Swap Collateral Account and shall be applied in payment of any Swap Early Termination Amount to the existing Swap Counterparty under the existing Interest Rate Swap Agreement outside of the Pre-Enforcement Priority of Payments or, where applicable, the Post-Enforcement Priority of Payments. If the Swap Replacement Proceeds are insufficient to pay the Swap Early Termination Amount due to the existing Swap Counterparty, any shortfall shall be paid in accordance with the Pre-Enforcement Priority of Payments or, where applicable, the Post-Enforcement Priority of Payments. If the Swap Replacement Proceeds exceed the Swap Early Termination Amount due to the existing Swap Counterparty, any excess shall be treated as part of the Available Funds or Post-Enforcement Available Funds, as applicable.

For the purposes of this section:

"**Swap Replacement Proceeds**" means any amounts received from a replacement Swap Counterparty in consideration for entering into a replacement Interest Rate Swap Agreement.

"**Swap Early Termination Amount**" means any payment due to the existing Swap Counterparty by the Fund or to the Fund by the existing Swap Counterparty, including interest that may accrue thereon, under the existing Interest Rate Swap Agreement in case of early termination of the Interest Rate Swap Agreement due to an "event of default" or "termination event" under the Interest Rate Swap Agreement.

The Fund will endeavour but cannot guarantee to find a replacement Swap Counterparty upon early termination of the Interest Rate Swap Agreement.

Rating Downgrade Provision

In the understanding that the Notes actually obtain the provisional ratings allocated by the Rating Agencies as described in section 7.3 of the Securities Note, the Swap Counterparty complies with the "**Swap Required Ratings**" (i.e., Ratings Event I and Ratings Event II described below), which at the date of registration of this Prospectus and according with the provisional ratings allocated by the Rating Agencies to the Rated Notes would be, in particular, the following:

(a) "**Ratings Event I**" shall occur, with respect to the relevant Rating Agencies, if no relevant entity has the '*Ratings Event I Required Ratings'* as specified below. An entity will have Ratings Event I Required Ratings:

Ratings Event I: thresholds.

Moody's	a senior unsecured debt rating from Moody's of Baa1 or above, or a counterparty risk assessment from Moody's of Baa1 or above.
Fitch	a minimum Long-Term Derivative Counterparty Rating (DCR) – or Issuer Default Rating (IDR) if not assigned- equal to at least A- or F1, as defined in the relevant Fitch Criteria applicable from time to time.

"Ratings Event II" shall occur, with respect to the relevant Rating Agencies, if no relevant entity has the Ratings Event II Required Ratings as specified below:

Ratings Event II: thresholds.

Moody's	a senior unsecured debt rating from Moody's is rated Baa3 or above, or a counterparty risk assessment from Moody's is rated Baa3 or above.
Fitch	a minimum Long-Term Derivative Counterparty Rating (DCR) – or Issuer Default Rating (IDR) if not assigned- equal to at least BBB- or F3, as defined in the relevant Fitch Criteria applicable from time to time.

Failure by the Swap Counterparty to maintain the Swap Required Ratings would constitute a Swap Counterparty Downgrade Event in relation to the ratings issued by each of the Rating Agencies that, if not remedied would constitute an "*additional termination event*" with the Swap Counterparty being the sole *affected party*.

Upon the occurrence of a Swap Counterparty Downgrade Event, the Swap Counterparty must perform the following actions depending on the type of Swap Counterparty Downgrade Event:

(a) Ratings Event I: the Swap Counterparty for as long as the Ratings Event I is continuing, will, at its own cost, perform one of the acceptable actions described in the table below.

(b) Ratings Event II: the Swap Counterparty for as long as the Ratings Event II is continuing, will, at its own cost, perform (a) the required action, and additionally (b) one of the acceptable actions described in the table below.

Ratings Event I and Ratings Event II: required and/or acceptable actions.

	Post an amount of collateral as calculated for the relevant Rating Agency in accordance with the provisions of the Credit Support Annex	Obtain a guarantee from an institution with a credit rating that is acceptable for the relevant Rating Agency.	Assign its rights and obligations under the Interest Rate Swap Agreement to an assignee Swap Counterparty that will have to comply with the requirements of each Rating Agency as stated in the Interest Rate Swap Agreement.
Ratings Event I	Acceptable	Acceptable	Acceptable
Ratings Event II	Required	Acceptable	Acceptable

For the avoidance of doubt, at the date of this Prospectus, the Swap Counterparty complies with the terms required by the relevant Rating Agencies, including the Swap Required Ratings required by such Rating Agencies.

Governing Law

The Interest Rate Swap Agreement, including any non-contractual obligations arising out of or in relation thereto, are governed by, and will be construed in accordance with Irish law.

3.4.8.2. Paying Agent Agreement

Appointment

The Management Company, for and on behalf of the Fund, appoints Banco Santander, which undertakes to be the Paying Agent in order to carry out the payment of principal and interest under the Notes.

Obligations

The obligations assumed by the Paying Agent include the following:

(a) Disbursement of the issue

The Paying Agent will pay the Fund, before 15.00 CET on the Disbursement Date and for value date that same day, the subscription price of the Notes paid by the Noteholders (and, if applicable, by the Seller) in accordance with the provisions of the Management, Placement and Subscription Agreement, by depositing such amounts into the Cash Flow Account.

(b) Payments under the Notes

On each Payment Date, the Paying Agent will make the payment of any interests and redemption of principal of the Notes in accordance with the appropriate instructions received from the Management Company and following the Pre-Enforcement Priority of Payments or, where applicable, Post-Enforcement Priority of Payments described in sections 3.4.7.2 and 3.4.7.3 of this Additional Information.

The instructions of the Management Company to the Paying Agent 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 entities participating in IBERCLEAR, in whose registers the Notes are recorded, in accordance with IBERCLEAR's procedures in force regarding this service and following the instructions provided by the Management Company.

Withholding, contributions or taxes now or hereafter applicable to the principal, interest or returns on the Notes will be the sole responsibility of the Noteholders, 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 due 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.

If there are no Available Funds in the Cash Flow Account on a Payment Date, the Paying Agent shall immediately notify this circumstance to the Management Company in order to the Management Company adopts the appropriate measures. The Paying Agent will not make any payments until it receives new instructions from the Management Company and after having confirmed that there are sufficient funds to comply with the Management Company instructions.

Termination by Paying Agent

The Paying Agent, at any time, may terminate the Paying Agent Agreement (referring exclusively to the payment agency) by giving at least two (2) months' prior written notice to the Management Company, provided that

(a) notice is given to the CNMV and the Rating Agencies; and

(b) it must not cause a downgrade of the rating of the Rated Notes by the Rating Agencies.

Termination by Management Company

Likewise, the Management Company is entitled to substitute at its sole discretion 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 provided that:

(a) notice is given to CNMV and the Rating Agencies; and

(b) it must not cause a downgrade of the rating of the Rated Notes by the Rating Agencies.

Costs arising from the replacement of the Paying Agent

In the event of replacement of the Paying Agent due to its removal by the Management Company's decision, any costs resulting from said replacement as well as any fees payable to the substitute Paying Agent will be considered Extraordinary Expenses of the Fund.

In the event of replacement of the Paying Agent due to its resignation as paying agent (i) any costs resulting from said replacement will be assumed by the Paying Agent (such costs being pre-validated by the Paying Agent) and (ii) any fees payable to the substitute Paying Agent will be considered Ordinary Expenses of the Fund.

Replacement notices

The resignation or removal, as well as the appointment of the substitute paying agent, will be notified by the Management Company to the CNMV and the Rating Agencies, and it must not cause a downgrade of the rating of the Rated Notes by the Rating Agencies.

Survival

Neither the resignation of the Paying Agent nor the replacement of the Paying Agent by the Management Company will be effective until the new institution assuming the position of Paying Agent has effectively assumed its functions, provided that any and all Paying Agent fees accrued to that date have been paid.

Paying Agent's fees

As consideration for the services to be provided by the Paying Agent, the Management Company, for and on behalf of the Fund, shall pay on each Payment Date a fee agreed under the Paying Agent Agreement following the Pre-Enforcement Priority of Payments or, where applicable, the Post-Enforcement Priority of Payments described in sections 3.4.7.2 and 3.4.7.3 of this Additional Information.

3.5. Name, address and significant business activities of the Seller

Seller of the Receivables:	Banco Santander.
Business address of the Seller:	Avenida de Cantabria s/n 28660 Boadilla del Monte (Madrid), Spain.
Seller's LEI code:	5493006QMFDDMYWIAM13.

The principal financial activities of Santander are those characteristic of any bank, in accordance with the specific nature of such entities and as established by law. In this regard, the following core activities should be highlighted:

(a) acquisition of funds (through demand savings passbooks, current accounts, term savings passbooks, mutual funds, pension plans, insured retirement plans, assignment of assets, issuance of securities, unit linked and annuities, among others);

(b) financing activities, primarily through personal loans, mortgage loans, credit facility accounts, discounting documents, bank guarantees and leasing, factoring and reverse factoring transactions;

(c) provision of services such as credit and debit cards, merchant payment systems, collection services, debit order services, transfers, asset management, currency exchange, etc.

Banco Santander as Seller and as Servicer has the relevant expertise as an entity being active in the consumer loans market for over 60 years and as servicer of consumer receivables securitisation for over 25 years.

The following links show the consolidated financial information on Banco Santander referred to the years ended on 31 December 2021 and 2022 (audited). The information has been prepared in accordance with the International Financial Reporting Standards applicable to it under Regulation (EC) 1606/2002 and Bank of Spain Circular 04/2017 of 27 November, to credit institutions, on public financial reporting standards and reserved and models of financial statements (as amended by Bank of Spain Circular 1/2023) ("**Bank of Spain Circular 4/2017**").

(i) Consolidated financial information for 2021:

https://www.santander.com/content/dam/santander-com/en/documentos/informe-financiero-anual/2021/ifa-2021-consolidated-annual-financial-report-en.pdf

(ii) Consolidated financial information for 2022:

https://www.santander.com/content/dam/santander-com/en/documentos/informe-financiero-anual/2022/ifa-2022-consolidated-annual-financial-report-en.pdf

These financial statements are deemed to be incorporated by reference to this Prospectus.

3.6. Return on, and/or repayment of the securities linked to the performance or credit of other assets or underlying which are not assets of the issuer

Not applicable.

3.7. Management, administration and representation of the Fund and of the Noteholders

3.7.1. Servicer

The Management Company shall be responsible for the servicing and management of the Loans in accordance with article 26.1 b) of Law 5/2015. Notwithstanding, it shall be entitled to subdelegate such duties to third parties in accordance with article 30.4 of Law 5/2015, which shall not affect its responsibility.

The Management Company will appoint Banco Santander, as Seller of the Receivables, in the Deed of Incorporation to perform the servicing and management of the Loans. The relationship between Banco Santander and the Fund will be governed by the provisions of the Deed of Incorporation.

Banco Santander will accept, in the Deed of Incorporation, the mandate received from the Management Company to act as servicer of the Loans (the "**Servicer**") and will undertake:

(a) to carry out the servicing and management of the Receivables acquired by the Fund, as established by the ordinary rules and procedures of servicing and management set out in the Deed of Incorporation;

(b) to continue to service the Loans, dedicating the same time and attention and the same level of expertise, care and diligence in its administration as it would dedicate and exercise in the administration of its own loans. In any case, it will exercise an appropriate level of expertise, care and diligence as regards the provision of the services stipulated in this Additional Information and in the Deed of Incorporation;

(c) that the procedures it applies and will apply for the servicing and management of the Loans that are, and will continue to be, in accordance with applicable laws and regulations;

(d) to faithfully comply with the instructions given by the Management Company;

(e) to carry out all actions required to maintain in full force the licenses, approvals, authorisations and consents that might be necessary or appropriate in relation to the performance of its services;

(f) to have available the equipment and personnel sufficient to carry out all its obligations; and

(g) to compensate the Fund for the damages that may derive from failure to comply with the obligations assumed.

A brief description of the ordinary rules and procedures of administration and custody of the Loans governed by the Deed of Incorporation of the Fund is set forth in the following sections.

3.7.1.1. Term and replacement of the Servicer

The services will be provided by the Servicer from the Date of Incorporation until all obligations assumed by the Servicer in relation to such Loans are extinguished upon full repayment of the Loans, without prejudice to the possible early revocation of its mandate or its voluntary resignation, if legally possible.

Upon the occurrence of an Event of Replacement of the Servicer, the Management Company, with prior notice to the Rating Agencies, may take one of the following actions:

(a) replace the Servicer with another entity that, in the opinion of the Management Company, has the suitable legal and technical capacity, provided that the rating of the Rated Notes is not adversely affected;

(b) require the Servicer to subcontract, delegate or have the performance of such obligations guaranteed by another entity that, in the opinion of the Management Company, has the suitable legal and technical capacity, provided that the rating of the Rated Notes is not adversely affected.

In the case of an Insolvency Event occurs in respect of the Servicer, the only possible action will be the one described in section (a) above.

In accordance with Insolvency Law, the Fund, through the Management Company, will have a right of separation in respect of the assigned Receivables, pursuant to articles 239 and 240 of the Insolvency Law. This right of separation will not necessarily extend to the money received by the Seller, in its capacity as Servicer, and kept by the latter on behalf of the Fund prior to its deposit to the account of the Fund, since, given its fungible nature, it could be subject to the result of the insolvency proceedings according to the majority interpretation of article 240 of the Insolvency Law.

The Management Company will take into account the proposals made by the Servicer both in connection with the subcontracting, delegation or appointment of the new Servicer for the fulfilment of its obligations, and in connection with the entity that could guarantee the fulfilment of such obligations.

Notwithstanding the foregoing, the final decision as regards the appointment of the new Servicer and any of the aforementioned actions will correspond to the Management Company, acting in the name and on behalf of the Fund.

Upon the occurrence of an Event of Replacement of the Servicer, the Servicer undertakes to carry out the following actions:

(a) To make available upon the Management Company's request a record of the personal data of Borrowers necessary to issue collection orders to Borrowers or to have served on Borrowers the notice referred to below (the "**Personal Data Record**" or "**PDR**").

The communication and use of such data shall be limited and in any event subject to compliance with the Organic Law 3/2018, of 5 December, on Personal Data Protection and guarantee of digital rights or law replacing, amending or implementing the same (the "**Data Protection Law**"), and the 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 (the "**General Data Protection Regulation**").

(b) Upon the Management Company's prior request, to deposit the PDR before a public notary in order that it may be searched or used in due course by the Management Company in case of need in connection with the Loan servicing functions.

(c) To assist the Management Company using all reasonable efforts in the substitution process and, as the case may be, notify the Borrowers.

(d) As soon as reasonably practicable, deliver and make available to the Management Company (or any person appointed by it) the files delivered to it by the Seller (if different from the Servicer), copies of all records (including, without limitation,

computer records and books of records), correspondence, and documents in its possession or under its control relating to the relevant Receivables assigned to the Fund and any sums and other assets, if any, then held by the Servicer on behalf of the Management Company;

(e) To do such things and execute such contracts as shall require the Servicer's involvement in order for functions to be effectively transferred to the new Servicer.

The Servicer may, in turn, voluntarily decide not to administer and manage the Receivables, if permitted by laws in force from time to time, and provided that (i) it is authorised by the Management Company, (ii) the Management Company has appointed a new Servicer which has effectively accepted to start carrying out its duties, (iii) the Servicer has indemnified the Fund for any damages caused to the Fund by the resignation and replacement (including any additional cost, will not be charged to the Fund), and (iv) the rating of the Notes is not adversely affected.

The assignment of the Receivables to the Fund will not be notified to the Borrowers except if required by law except as foreseen in section 3.7.1.12 of this Additional Information.

For the purposes of this section:

"**Event of Replacement of the Servicer**" means the occurrence of any of the following events:

(a) any breach of its obligations under the Deed of Incorporation, in the reasonable opinion of the Management Company, and in particular, its obligation to transfer to the Fund the amounts received from the Borrowers within two (2) Business Days as from receipt (except if the breach is due to a *force majeure*); or

(b) an Insolvency Event occurs in respect of the Servicer.

"**Insolvency Event**" means, with respect to any entity, a declaration of insolvency (*declaración de concurso*) in respect thereto.

3.7.1.2. <u>Custody of agreements, deeds, documents and files</u>

The Servicer will keep all the Loan agreements, as well as copies of all instruments, documents and computer files related to the Loans in safe custody and will not abandon the possession, custody or control thereof without the prior written consent of the Management Company for such purpose, unless the document is necessary to commence proceedings for the enforcement of a Loan.

The Servicer, acting reasonably, will at all times provide the Management Company or the duly authorised auditor of the Fund with access to such Loan Agreements, instruments, documents and records. If the Management Company so requests, the Servicer will also provide a free-of-charge copy or photocopy of any of such agreements, instruments and documents within five (5) Business Days following such request. The Servicer must act in the same way in the case of requests for information from the auditor of the Fund.

In any case, the Servicer waives the privileges which the law confers thereon in its condition as manager of collections for the Fund and of the custody of the Loan agreements, and particularly those established in articles 1,730 and 1,780 of the Spanish Civil Code (regarding the retention of pledged assets) and 276 of the Spanish Commercial Code (security similar to the retention of pledged assets).

3.7.1.3. Collection management

The Servicer will receive on account of the Fund such amounts as are paid by the Borrowers arising out of the Receivables, both for principal or interest, as well as any other concept, and will proceed to deposit into the Cash Flow Account, the amounts which pertain to the Fund, immediately and in any case within two (2) Business Days following the receipt thereof.

3.7.1.4. Advance of funds

In no event will the Servicer advance any amount that has not been previously received from the Borrowers as principal or an outstanding instalment, interest or financial charge, prepayment or other item arising from the Loan.

3.7.1.5. Information

The Servicer must periodically inform the Management Company and the Rating Agencies of the Borrowers' level of compliance with their obligations arising from the Loans, of the compliance by the Servicer with its obligation to deposit the amounts received from the Loans, of the actions taken in the event of delay, and of the existence of hidden defects in the Loans.

The Servicer must prepare and deliver to the Management Company the additional information that the Management Company may reasonably request regarding the Loans or the rights arising therefrom.

In particular, the Servicer shall provide in a timely manner to the Originator, as Reporting Entity, any reports, data and other information in the correct format to fulfil the reporting requirements of article 7 of the EU Securitisation Regulation (including, inter alia, the information, if available, related to the environmental performance of the vehicles).

3.7.1.6. Subrogation of the Borrower to the Loans

The Servicer will be authorised to permit subrogations to the position of the Borrower in the Loan agreements only in those cases in which the new Borrower has similar features in respect of risk profile and others to those of the previous Borrower and such features conform to the Loan assignment standards described in section 2.2.7 of this Additional Information, and provided that the expenses deriving from such subrogation are paid in full by the new Borrower (unless otherwise provided by law). The Management Company may totally or partially limit this authority of the Servicer, or subject the power to conditions, if such subrogations may negatively affect the ratings of the Rated Notes given by the Rating Agencies.

The Management Company must in any case be immediately notified of any subrogation by the Servicer in accordance with the preceding paragraph. The subrogation of the Loan must not adversely or otherwise negatively affect the Loan portfolio.

3.7.1.7. Powers and actions in relation to Loan forbearance processes

The Management Company generally authorises the Servicer to carry out:

(a) the refinancing or restructuring of the Loans provided for in (i) Bank of Spain Circular 4/2017 (as amended by Bank of Spain Circular 1/2023); (ii) Bank of Spain Circular 1/2013, of May 24, on the Central of Information of Risks; (iii) any guidelines that the EBA may issue in order to better define forbearance measures; and

(b) any renewal or renegotiation of the Loans provided for in (i) Bank of Spain Circular 4/2017 (as amended by Bank of Spain Circular 1/2023); and (ii) any circular and/or guidelines that may be issued in order to better define forbearance measures,

in the terms and conditions described below and always provided that such actions do not reduce the rank, legal effectiveness or economic value of the Loans.

Notwithstanding the foregoing, the Servicer will deal with the requests made by the Borrowers with the same diligence and procedure as if dealing with other loans held in its balance sheet or otherwise administered by the Servicer.

The Management Company authorises Banco Santander to renegotiate the interest rate on Loans. Any such renegotiation must comply with the following requirement:

(a) To modify the nominal interest rate of a fixed interest rate Loan, the Loan in the Fund once the renegotiation has taken place shall not be lower than 6.20%. The maximum Outstanding Balance that may be novated in this particular case over the life of the Fund may not exceed of 5% of the Outstanding Balance of the Loan at the Date of Incorporation.

The powers of renegotiation given to Banco Santander in this section are subject to the following limitations:

(a) no novation from fixed to floating rate is allowed;

(b) under no circumstances may the amount of the Loan be increased;

(c) the frequency of interest payments and repayment of principal on the Loan in question must be maintained or increased;

(d) the maturity term of a Loan may be extended provided that the amount of the sum of capital or principal assigned to the Fund from Loans whose maturities have been extended may not be more than 10% of the initial Outstanding Balance of the Loans on the Date of Incorporation; and

(e) the new final maturity date or final repayment of the Loan in question may be no later than the Final Maturity Date (i.e., 1 January 2034).

In any event, after any refinancing, restructuring, renewal or renegotiation takes place in accordance with the provisions of this section, the Servicer will immediately inform the Management Company of the terms and conditions resulting from each of the aforementioned transactions.

The Management Company, on behalf of the Fund, may, at any time, suspend or amend the authorisation and requirements for forbearance by the Servicer set forth in this section.

3.7.1.8. Exceptional expenses

On each Payment Date the Servicer will be reimbursed for all exceptional expenses incurred in the servicing of the Receivables and the Loans and which have been duly justified to the Management Company, including any expenses arising from the enforcement of the security or guarantees but expressly excluding any extrajudicial expenses.

Such exceptional expenses will be paid in accordance with the Pre-Enforcement Priority of Payments and the Post-Enforcement Priority of Payments set forth in sections 3.4.7.2 and 3.4.7.3 of this Additional Information, respectively.

3.7.1.9. Set-off

In the exceptional event that any of the Borrowers has a liquid, due and payable credit right against the Servicer, with the result that one or more of the Loans are set off against such right, the Servicer will remedy this circumstance such that the set-off does not apply, or if it is not possible to remedy it, the Servicer will deposit in the Cash Flow Account the amount which was set off plus the interest due from the date of set-off until the date on which the

deposit is made, calculated in accordance with the terms and conditions applicable to the corresponding Loan.

3.7.1.10. Subcontracting

The Servicer may subcontract any of the services which it has undertaken to provide by virtue of the above provisions and those of the Deed of Incorporation, except for those services that cannot be delegated pursuant to applicable law. In no case will such subcontracting entail any additional cost or expense for the Fund or the Management Company, and it must not cause a downgrade of the rating of the Rated Notes by the Rating Agencies.

Notwithstanding any subcontracting or delegation, (i) the Management Company shall not be excused or released under the subcontract or subdelegation from any of the liabilities assumed under article 26.1.b) of Law 5/2015, and (ii) the Servicer will not be discharged or released through such subcontracting or delegation from any of the liabilities assumed and that are legally attributable to or enforceable against the Servicer.

3.7.1.11. Liability of the Servicer and indemnity

Banco Santander, as Servicer:

(a) undertakes to act with due diligence as regards the collection management for the Loans as well as the custody and administration of the Loans and will be liable to the Fund, through its Management Company, for any damage that arises from its negligence;

(b) will indemnify the Fund, through its Management Company, for any damage, loss or expense it may incur due to the failure to comply with its obligations concerning collection management and/or custody and/or administration of the Loans; and

(c) does not assume liability in any form as regards directly or indirectly guaranteeing the success of the transaction, nor will it provide security or enter into agreements for the repurchase of the Receivables other than in accordance with the terms and conditions set forth in section 2.2.9 of this Additional Information.

Neither the Noteholders nor any other credit of the Fund shall have any direct right of action whatsoever against the Servicer. Notwithstanding the foregoing, under article 26.1.b) and 26.2 of Law 5/2015, the Management Company shall be liable to the Noteholders and other creditors of the Fund for all and any losses caused them by a breach of its obligation to service and manage the Receivables pooled in the Fund.

3.7.1.12. Notices

The Management Company and the Seller have agreed to not notify the assignment to the respective Borrowers except when required by law that as of the Date of Incorporation of the Fund, involves the Borrowers of the Autonomous Communities of Valencia, Castilla-La Mancha and Comunidad Foral de Navarra, according to, respectively (i) Decree-Law 1/2019, of December 13, of the Consell, approving the consolidated version of the Statute of consumers and users of the Valencian Community; (ii) by Law 3/2019, of March 22, approving the Statute of consumers in Castilla La Mancha; and (iii) Regional Law 21/2019, of 4 April, on the modification and updating of the Navarra's regional civil law compilation or "Fuero Nuevo".

For these purposes, notice is not a requirement for the validity of the assignment of the Loans. If the Seller does not notify the assignment in accordance with the abovementioned regulations, it may be subject to sanctions foreseen in such regulation which will not affect the assignment of the Receivable subject to the Spanish Civil Code.

Notwithstanding the above, in the event of insolvency, liquidation, intervention by the Bank of Spain or substitution of the Seller, or upon the occurrence of an Event of Replacement of

the Servicer, or if the Management Company considers it to be reasonably justified, the Management Company may request the Servicer to notify the Borrowers of the assignment of the outstanding Receivables to the Fund and that the payments derived therefrom will only release the debt if payment is made into the Cash Flow Account opened in the name of the Fund. However, if the Servicer has not given the notice to the Borrowers within five (5) Business Days of receipt of the request by the Management Company, or in the case that the Servicer is in insolvency proceedings, the Management Company itself, either directly or through a new designated servicer or agent, may notify the Borrowers.

Accordingly, the Seller will grant to the Management Company the broadest powers as required by law so that it may, in the name of the Fund, notify the Borrowers of the assignment at the time it deems appropriate.

The Seller will assume the expenses incurred in notifying the Borrowers, even if notification is provided by the Management Company.

3.7.1.13. Servicer's remuneration

As consideration for being in charge of the custody, administration and management of the Loans, the Servicer shall have the right to receive in arrears on each Payment Date an administration fee (the "**Servicer's Fee**"), including VAT, if there is no exemption available, equal to SIX THOUSAND EUROS (€ 6,000).

If the Fund, through its Management Company, does not pay the entire Servicer's Fee on a Payment Date due to the lack of sufficient liquidity in accordance with the Pre-Enforcement Priority of Payments, any unpaid amounts shall be added –without any kind of penalty– to the fee to be paid on the following Payment Date.

On the other hand, the Servicer, on each Payment Date, shall be entitled to the reimbursement of all exceptional expenses incurred in connection with the administration of the Receivables, subject to their justification to the Management Company. Such expenses shall include, *inter alia*, those arising from the enforcement of the security or guarantees but expressly excluding any extrajudicial expenses, and they shall be paid provided that the Fund has sufficient liquidity in accordance with the Pre-Enforcement Priority of Payments.

3.7.1.14. Servicer Event Reserve

In the event that the rating of the Servicer should, at any time during the life of the Notes issue, be downgraded below any of the following ratings:

(a) BBB (senior unsecured rating), according to Fitch; or

(b) Baa2 (senior unsecured rating), according to Moody's,

such downgrade shall constitute a "**Servicer Event Reserve Trigger**".

Action required

Banco Santander shall, on the Payment Date immediately following the occurrence of the Servicer Event Reserve Trigger, deposit in the Cash Flow Account an amount equal to (the "**Servicer Event Reserve Amount**"):

(a) one per cent (1%) of the Outstanding Balance of the Receivables calculated on the Determination Date immediately preceding the relevant Payment Date; multiplied by

(b) the weighted average life of the Outstanding Balance of the Receivables calculated on the same Determination Date, assuming a 0.0% CPR and a 0.0% CDR.

Use of the Servicer Event Reserve Amount

The Servicer Event Reserve Amount will form part of the Available Funds for the sole purpose of financing the Servicer's Fee if there is a replacement of Banco Santander as Servicer, as set forth in section 3.4.7.4 of the Additional Information.

Release of the Servicer Event Reserve Amount

On each Payment Date, and once the Servicer's Fee has been paid in accordance with the relevant Priority of Payments, the Servicer Event Reserve Amount will be reduced outside of the relevant Priority of Payments and will be directly returned to Banco Santander for an amount equal to the difference of the Servicer Event Reserve Amount between two Payment Dates.

3.7.2. Management Company

3.7.2.1. Management, administration and representation of the Fund and of the Noteholders

The administration and legal representation of the Fund will correspond to the Management Company, in the terms provided in article 26 of the Law 5/2015 and other applicable law, as well as in the terms of the Deed of Incorporation and this Prospectus.

The name, address and significant activities of the Management Company are detailed in section 6 of the Registration Document.

The Management Company is also responsible for representing and defending the interests of the Noteholders and of the other creditors of the Fund. Accordingly, the Management Company must at all times take into account the interests of the Noteholders, acting in the defence thereof and adhering to applicable law and regulations for such purpose.

The Management Company must perform its activities with the utmost diligence required thereof in accordance with Law 5/2015, representing the Fund and defending the interests of the Noteholders and of the other creditors of the Fund as if handling its own interests, caring for the levels of diligence, reporting and defence of the interests of the former and avoiding situations involving conflicts of interest, and giving priority to the interests of the Noteholders and the other creditors of the Fund over its own interests.

The Management Company will be liable to the Noteholders and other creditors of the Fund for all damages caused thereto by a breach of its obligations. It will be liable for the penalties applicable thereto pursuant to the provisions of Law 5/2015.

The Management Company has the necessary resources, including suitable technology information systems, to discharge its duties of administering the Fund as attributed thereto by Law 5/2015.

In accordance with article 29.1.j) of the Law 5/2015, the Management Company has adhered to the Santander Group's General Code of Conduct, which can be viewed on its website

http://www.santander.com/csgs/Satellite/CFWCSancomQP01/es_ES/Corporativo/Accionistas-e-Inversores/Gobierno-corporativo/Codigos-de-conducta.html.

For the purposes of article 4 of the Securities Market Act, SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. is part of the Santander Group.

3.7.2.2. Administration and representation of the Fund

The Management Company's obligations and actions in the fulfilment of its duties to manage and act as the authorised representative of the Fund, for illustrative purposes only and without prejudice to any other obligations and actions provided in this Prospectus, are the following:

(a) to open the Fund Accounts, in the name of the Fund, initially with the Fund Accounts Provider;

(b) to exercise the rights attaching to ownership of the Receivables of the Fund, and generally carry out any such acts of administration and disposal as may be necessary for the proper performance of the administration and legal representation of the Fund;

(c) to carry out the financial servicing of the Receivables with due diligence and rigour, without prejudice to the management duties assumed by the Seller in its capacity as Servicer, in accordance with the provisions of section 3.7.1 above;

(d) to verify that the amounts effectively received by the Fund correspond to the amounts that the Fund must receive in accordance with the conditions of each Receivable and the conditions of the various contracts;

(e) to validate and control the information that it receives from the Servicer in connection with the Loans, as regards collections of ordinary payments, prepayments of principal, payments of unpaid instalments, and status and control of non-payments;

(f) to calculate the Available Funds and the movements of funds it will have to make once they have been applied in accordance with the Pre- Enforcement Priority of Payments or the Post- Enforcement Priority of Payment, as applicable, ordering transfers of funds between the various assets and liability accounts and making the applicable payment instructions, including those allocated to pay the financial servicing of the Notes;

(g) to calculate and settle the amounts for interest and fees, it must be received and paid through the various financial credit and debit accounts, as well as the fees to be paid for the various financial services arranged and the amounts pertaining to the Notes for the repayment of principal and for interest;

(h) to comply with its calculation obligations established in this Additional Information, in the Start-Up Expenses Loan Agreement and in the Reinvestment Agreement, which are described in sections 3.4.4.1 and 3.4.5.1 of this Additional Information. If the Management Company does not receive the information required to comply with such calculation obligations in order to determine the Available Funds before the following Payment Date, these will be determined as the amounts deposited in the Cash Flow Account on the Determination Date preceding the Payment Date, by carrying out the necessary estimates in order to calculate the amounts to be collected;

(i) to closely supervise the actions of the Servicer for the recovery of non-payments, by giving instructions, when applicable, in order to bring any enforcement proceedings. To carry out the corresponding actions that might be required according to the circumstances;

(j) to keep the accounting books of the Fund with due separation from those of the Management Company, to render accounts and to comply with the tax or any other legal obligations that might correspond to the Fund;

(k) to provide the Noteholders, the CNMV and the Rating Agencies with such information and notices as are required by the applicable legal provisions and, in particular, those specified in this Prospectus;

(l) to enter into, extend or amend the agreements it has executed on behalf of the Fund, replace each of the providers of services for the Fund by virtue of such agreements and also, if necessary, enter into additional agreements; all of the foregoing subject to applicable law, after obtaining the prior authorisation, if required, from the CNMV or the competent governmental body, and after notifying the Rating Agencies, and provided that such actions do not lead to a downgrade in the rating of the Rated Notes and do not impair the interests of the Noteholders. Any amendment to the Deed of Incorporation will be made pursuant to the provisions of article 24 of the Law 5/2015;

(m) to appoint and replace, if applicable, the auditor of the Fund;

(n) to prepare and submit to the CNMV and the competent bodies all documents and information that must be submitted pursuant to applicable legal provisions and the terms of this Prospectus, or when so requested by the CNMV and other competent bodies, and prepare and submit to the Rating Agencies any information they may reasonably request;

(o) to make appropriate decisions in relation to the liquidation of the Fund, including the decision for the early redemption of the Notes and liquidation of the Fund, in accordance with the provisions of this Prospectus;

(p) not take actions that could downgrade the rating of the Rated Notes, and procure the adoption of those measures which are reasonably within its reach in order for the rating on the Notes not to be adversely affected at any time; and

(q) to manage the Fund in such a manner that its net asset value is always zero.

3.7.2.3. Resignation and replacement of the Management Company

The Management Company will be replaced in the administration and representation of the Fund in accordance with the provisions of articles 27, 32 and 33 of Law 5/2015.

Resignation

In accordance with article 32 of Law 5/2015, the Management Company may resign from its duties of management and representation of all or part of the funds managed whenever it deems appropriate, subject to the authorisation of the CNMV in accordance with the procedure and on the terms, which may be established by way of subsequent implementing regulations.

The Management Company may in no event resign its duties until and unless all requirements and formalities have been complied with in order for the entity replacing it to take over its duties. The substitution expenses originated shall be borne by the resigning management company and may in no event be passed on to the Fund.

Mandatory replacement

The Management Company will be replaced if it is subject to any of the grounds for dissolution under articles 360 *et seq*. of the Capital Companies Act. The Management Company must notify the CNMV of the occurrence of any of such grounds. In such case, the Management Company must comply with the provisions of the previous section prior to its dissolution.

If the Management Company is declared insolvent or its authorisation revoked, in accordance with articles 33 and 27 of Law 5/2015, respectively, a management company must be appointed. The replacement must become effective within four (4) months of the date of occurrence of the event causing the replacement. If the Management Company has not appointed a new management company within four (4) months of the event causing the replacement, the Fund will be early liquidated and the Notes early redeemed in accordance with section 4.4.5 of the Registration Document.

The replacement of the Management Company and appointment of the new management company, approved by the CNMV in accordance with the provisions of the above paragraphs, will be reported to the Rating Agencies and will be published within a period of fifteen (15) days by means of an announcement in two (2) nationally-circulated newspapers and in the bulletin of the AIAF.

The Management Company undertakes to execute any public or private documents needed to proceed with the replacement thereof by another management company in accordance with the procedure explained in the preceding paragraphs of this section. The replacement management company must subrogate to the rights and obligations of the Management Company as established in this Additional Information. Furthermore, the Management Company must deliver to the new management company any documents and accounting and database records relating to the Fund that are in its possession.

3.7.2.4. Subcontracting of the Management Company

Pursuant to the provisions of the Deed of Incorporation and this Prospectus, the Management Company will be entitled to subcontract or delegate the provision of any of the services to be performed under the Deed of Incorporation and this Prospectus in favour of reputable third parties, provided that the subcontractor or delegate waives any actions against the Fund for liability.

In any case, the subcontracting or delegation of any service (i) cannot involve any additional cost or expense for the Fund, (ii) must be permitted by the applicable laws and regulations, (iii) must not cause a downgrade in the rating of the Notes by the Rating Agencies, and (iv) must be communicated to the CNMV, and if legally required must have the prior approval thereof. Such subcontracting or delegation will not be a waiver of or release the Management Company from any of the liabilities assumed by virtue of this Prospectus that are legally attributable thereto or that may be enforced against it.

3.7.2.5. Management Company's remuneration for the performance of its duties

In consideration of the functions to be discharged by the Management Company, the Fund will pay the Management Company a servicing fee consisting of:

(a) an initial fee which shall accrue upon the Fund being incorporated and be payable on the Date of Incorporation; and

(b) on each Payment Date and provided that the Fund has sufficient Available Funds or Post-Enforcement Available Funds, as applicable, in the Cash Flow Account according to the provisions of section 3.4.7.2 of this Additional Information relating to the Pre-Enforcement Priority of Payments, or in section 3.4.7.3 of this Additional Information relating to the Post-Enforcement Priority of Payments, a periodic annual administration fee which will accrue for the actual days in each Interest Accrual Period, and will be calculated on the basis of the sum of the Principal Amount Outstanding of the Notes, on the Determination Date corresponding to that Payment Date. The fee accrued from the Date of Incorporation until the first Payment Date will be adjusted in proportion to the days elapsed between both dates and will be calculated based on the nominal value of the Notes issued.

3.8. Name and address and brief description of any swap counterparties and any providers of other material forms of credit/liquidity enhancement or accounts.

Section 3.1 of the Securities Note contains a brief description of counterparties to the contracts described below.

(a) Interest Rate Swap Agreement

Banco Santander is the Swap Counterparty under the Interest Rate Swap Agreement, as described in section 3.4.8.1 of this Additional Information.

(b) Start-Up Expenses Loan Agreement

Banco Santander is the Fund's counterparty in the Start-Up Expenses Loan Agreement, as described in section 3.4.4.1 of this Additional Information.

(c) Reinvestment Agreement

Banco Santander is the Fund's counterparty in the Reinvestment Agreement, as described in section 3.4.5.1 of this Additional Information.

4. POST-ISSUANCE REPORTING

4.1. Obligations and deadlines envisaged for the preparation, auditing and approval of the annual and quarterly financial statements and management report

The Management Company will submit the Fund's annual financial statements mentioned in sub-section 1 of article 35 of Law 5/2015, together with the auditors' report in respect thereof, to the CNMV within four (4) months following the close of the Fund's financial year, which will coincide with the calendar year (i.e., prior to 30 April of each year).

Additionally, according to sub-section 3 of article 35 of Law 5/2015, the Management Company must present the Fund's quarterly financial statements to the CNMV within two (2) months of the end of each calendar quarter.

4.2. Obligations and deadlines contemplated for availability to the public and delivery to the CNMV and the Rating Agency of periodic information on the economic/financial status of the Fund

4.2.1. Ordinary periodic notices

The Management Company, in its management and administration of the Fund, undertakes to supply the information described below and any other additional information as may be reasonably requested thereof with the utmost diligence possible and within the deadlines provided.

(a) Information in relation to the Notes

For so long as the Notes remain outstanding, at least two (2) Business Days in advance of each Payment Date, the Management Company will inform the Noteholders of the following:

(i) the Interest Rate resulting for the Notes for the following Interest Accrual Period;

(ii) the interest amounts payable on the Notes for the current Interest Accrual Period;

(iii) the principal amounts payable on the Notes for the current Interest Accrual Period;

(iv) the actual average prepayment rates of the Receivables as of the Determination Date corresponding to the Payment Date in question;

(v) the average residual life of the Notes calculated pursuant to the assumptions regarding such actual average prepayment rate; and

(vi) the Principal Amount Outstanding of each Note (after the repayment to be made on the Payment Date in question), and the percentage that such Principal Amount Outstanding represents of the total initial face value of each Note.

Notices specified in this section 4.2.1.(a) shall be made in accordance with the provisions of section 4.2.3 below, and will also be submitted to CNMV, IBERCLEAR and AIAF at least two (2) Business Days in advance of each Payment Date.

(b) Information in relation to the underlying assets and the Fund

In relation to the Receivables following a Payment Date, the following information shall be published in the Management Company's website: (i) Outstanding Balance of the Receivables; (ii) interest and principal amount of instalments in arrears; and (iii) Outstanding Balance of Defaulted Receivables.

In relation to the economic and financial position of the Fund, the Management Company shall prepare and publish on its website a report on the source and subsequent application of the Available Funds in accordance with the Pre-Enforcement Priority of Payments.

(c) Reports

The Management Company will submit to the CNMV the following reports:

(i) The annual report referred to in article 35.1 of Law 5/2015 containing, inter alia, the financial statements (balance sheet, profit & loss account, cash flow and recognised income and expense statements, annual report and management report) and audit report, within four (4) months following the close of the Fund's financial year, which will coincide with the calendar year (i.e., prior to 30 April of each year).

(ii) The quarterly reports referred to in article 35.3 of Law 5/2015, containing the Fund's quarterly financial statements within two (2) months following the end of each calendar quarter.

(d) Information referred to EU Securitisation Regulation

Pursuant to the obligations set forth in article 7(2) of the EU Securitisation Regulation, the originator, the SSPE of a securitisation shall designate amongst themselves one entity to submit the information set out in points (a), (b), (d), (e), (f) and (g) of article 7(1) to a registered securitisation repository of the EU Securitisation Regulation. The disclosure requirements of article 7 of the EU Securitisation Regulation apply in respect of the Notes.

The Commission Delegated Regulation (EU) 2020/1224 of 16 October 2019 supplementing the EU Securitisation Regulation with respect to regulatory technical standards specifying the information and the details of a securitisation to be made available by the originator, sponsor and SSPE (the "**EU Disclosure RTS"**) sets out the information and the details to be made available by the originator, the sponsor and the SSPE of a securitisation. Likewise, the Commission Implementing Regulation (EU) 2020/1225 of 29 October 2019 laying down implementing technical standards with regard to the format and standardised templates for making available the information and details of a securitisation by the originator, sponsor and SSPE (the "**EU Disclosure**

ITS") set out the format and standardised templates for making available the information and details of a securitisation.

Article 7, in accordance with article 22.5 of the EU Securitisation Regulation

The Reporting Entity, directly or delegating to any other agent on its behalf, will:

(a) following the Date of Incorporation:

(i) publish a quarterly investor report in respect of each Interest Accrual Period, as required by and in accordance with article 7(1)(e) of the EU Securitisation Regulation, the EU Disclosure RTS and the EU Disclosure ITS, no later than one (1) month after the relevant Payment Date; and

(ii) publish on a quarterly basis certain loan-by-loan information in relation to the Receivables in respect of each Interest Accrual Period, as required by and in accordance with article 7(1)(a) of the EU Securitisation Regulation, the EU Disclosure RTS and the EU Disclosure ITS and the disclosure templates finally adopted, no later than one (1) month after the relevant Payment Date and simultaneously with the report referred to in paragraph above;

(b) publish, in accordance with article 7(1)(f) of the EU Securitisation Regulation, without delay any inside information made public in accordance with article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on market abuse;

(c) publish without delay any significant event including any significant events described in article 7(1)(g) of the EU Securitisation Regulation; and

(d) make available in accordance with the article 7(1)(b) and article 22.5 of the EU Securitisation Regulation, in any case within fifteen (15) calendar days of the Date of Incorporation, copies of the relevant Transaction Documents (excluding the Management, Placement and Subscription Agreement) and this Prospectus.

The Reporting Entity, directly or delegating to any other agent on its behalf, will publish or make otherwise available the reports and information referred to in paragraphs (a) to (f) (inclusive) above as required under article 7 and article 22 of the EU Securitisation Regulation by means of the EU Securitisation Repository.

The Originator shall be responsible for compliance with article 7, in accordance with article 22.5 of the EU Securitisation Regulation and has been designated as the Reporting Entity for the purposes of article 7.2 of the EU Securitisation Regulation.

The Reporting Entity (or any agent on its behalf) will make the information referred to above available to the Noteholders, relevant competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors in the Notes. In addition, the Reporting Entity undertakes to provide information to and to comply with written confirmation requests of the EU Securitisation Repository, as required under Commission Delegated Regulation (EU) 2020/1229 including any relevant guidance and policy statements relating to the application thereof.

The quarterly investor reports shall include, in accordance with article 7(1), subparagraph (e)(iii) of the EU Securitisation Regulation, information about the risk retention, including information on which of the modalities provided for in article 6(3) has been applied, in accordance with article 6 of the EU Securitisation Regulation.

Article 22 of the EU Securitisation Regulation

Furthermore, in accordance with article 22 of the EU Securitisation Regulation, the Seller, as Originator (or any agent on its behalf) will make available (or has made available) to potential investors, before pricing, the following information:

(a) Delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, for a period no shorter than five (5) years.

(b) A liability cash flow model, elaborated and published by INTEX and Bloomberg, which precisely represents the contractual relationship of the Receivables and the payments flowing between the Originator, the Fund and the Noteholders (and shall, after pricing, make that model available to Noteholders on an ongoing basis and to potential investors upon request).

(c) The loan-by-loan information required by point (a) of the first subparagraph of article 7(1) of the EU Securitisation Regulation.

(d) Draft versions of the Transaction Documents (excluding the Management, Placement and Subscription Agreement) and the STS Notification.

The final STS Notification will be made available to Noteholders on or about the Date of Incorporation or the Disbursement Date, the competent authorities referred to in Article 29 of the Securitisation Regulation and, upon request, to potential investors.

The Originator may also resign its appointment as Reporting Entity by giving a prior notice to the Management Company. Notwithstanding the foregoing, such resignation will not become effective until a new entity has been designated to replace it in accordance with article 7.2 of the EU Securitisation Regulation.

Any failure by the Originator to fulfil such obligations may cause the transaction to be non-compliant with the EU Securitisation Regulation.

The breach of the transparency obligations under article 7 of the EU Securitisation Regulation may lead to pecuniary sanctions being imposed on the Fund (or eventually, the Management Company, acting on behalf of the Fund) or the Seller (as originator) pursuant to article 32 of the EU Securitisation Regulation and article 38 of Law 5/2015 (as amended by the Securities Market Act), without prejudice of the potential effect on the STS status of this transaction.

If a regulator determines that the transaction did not comply or is no longer in compliance with the reporting obligations, then investors may be required by their regulator to set aside additional capital against their investment in the Notes or take other remedial measures in respect of their investment in the Notes. The Fund (or eventually, the Management Company, acting on behalf of the Fund) and/or the Seller (as originator) may be subject to administrative sanctions in the case of negligence or intentional infringement of the disclosure requirements, including pecuniary sanctions.

Any such pecuniary sanctions imposed on the Fund (or eventually, the Management Company, acting on behalf of the Fund) may materially adversely affect the Fund's ability to perform its obligations under the Notes and any such pecuniary sanction levied on the Seller (as originator) may materially adversely affect the ability of the Seller to perform its obligations under the Transaction Documents and could have a negative impact on the price and liquidity of the Notes in the secondary market.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above for the purposes of complying with article 5 of the EU Securitisation Regulation and none of Banco Santander (in its capacity as Reporting Entity), or the Management Company (on behalf of the Fund) or the Joint Lead Managers, makes any representation that the information described above is sufficient in all circumstances for such purposes.

4.2.2. Extraordinary notices

Pursuant to article 36 of Law 5/2015, the Management Company must give immediate notice to the CNMV and to its creditors of any material event specifically relevant to the situation or development of the Fund. Material facts specifically relevant to the Fund will be those that could have a significant impact on the Notes issued or on the Receivables.

In particular, material facts will include any relevant modification to the assets or liabilities of the Fund, the occurrence of any of the events referred to in the definition of the Revolving Period Early Termination Event, any amendment to the Deed of Incorporation, and, if applicable, the resolution on the setting-up of the Fund or any eventual decision regarding the Early Liquidation of the Fund and Early Redemption of the Notes for any of the causes established in this Prospectus. In the case of the latter, the Management Company will also submit to the CNMV the certificate executed before a public notary evidencing the winding-up of the Fund and subsequent liquidation procedure described in section 4.4.5 of the Registration Document.

Notice of any change to the Deed of Incorporation must be provided by the Management Company to the Rating Agencies and will be published by the Management Company in the regular public information on the Fund and must also be published on the website of the Management Company.

This section also includes, *inter alia*, changes in the ratings of the Rated Notes and the steps to be taken if triggers are activated due to a downgrade in the rating of the counterparty to the financial agreements or due to any other cause.

4.2.3. Procedure

Notices to Noteholders which, pursuant to the above, must be provided by the Fund, through its Management Company, will be provided as follows:

(a) Ordinary notices

Ordinary periodic notices referred to in section 4.2.1 above shall be given by publication in the AIAF daily bulletin or any other that may hereafter replace it or another of similar characteristics, or by publishing the appropriate insider information (*información privilegiada*) or other relevant information (*otra información relevante*), as applicable, with CNMV.

(b) Extraordinary notices

Extraordinary notices referred to in section 4.2.2 above shall be given by publishing the appropriate insider information (*información privilegiada*) or other relevant information (*otra información relevante*), as applicable, with CNMV.

These notices will be deemed to be provided on the date of publication thereof, and are appropriate for any day of the calendar, whether or not a Business Day (for purposes of this Prospectus).

Additionally, the Management Company may provide Noteholders with ordinary and extraordinary notices and other information of interest to them through its website (https://www.santanderdetitulizacion.com/san/Home/Fondos-de-Titulizacion).

(c) Reporting to the CNMV

Information regarding the Fund will be forwarded to the CNMV according to the formats contained in Circular 2/2016 regarding securitisation funds, as well as any information in addition to the above that is required by the CNMV or pursuant to the applicable legal provisions at any time.

(d) Reporting to the Rating Agencies

The Management Company will provide the Rating Agencies with periodic information on the status of the Fund and the performance of the Loans so that they may monitor the ratings of the Rated Notes and the special notices. It will also use its best efforts to provide such information when reasonably requested to do so and, in any case, when there is a significant change in the conditions of the Fund, in the agreements entered into by the Fund through its Management Company, or in the interested parties.

(e) Information to be furnished by Banco Santander to the Management Company

In addition, Banco Santander (in its capacity as Servicer) undertakes to inform the Management Company, on behalf of the Fund, on a quarterly basis and in any case at the request thereof, of any non-payments, prepayments or changes in interest rates, and give prompt notice of payment demands, judicial actions, and any other circumstances that affect the Loans.

Banco Santander will also provide the Management Company with all documentation the latter may request in relation to such Loans, and particularly the documentation required by the Management Company to commence any judicial actions.

(signature page follow).

Mr. Juan Carlos Berzal Valero, for and on behalf of SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A. acting in his capacity as General Manager of the Management Company, hereby signs this Prospectus in Madrid on 11 July 2023.

35111399J JUAN CARLOS BERZAL (R: A80481419)

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Juan Carlos Berzal Valero
General Manager *(Director General)*

DEFINITIONS

Interpretation

Words and expressions in this Prospectus shall, except so far as the context otherwise requires, have the same meanings as those set out in this section headed "*Definitions*". These and other terms used in this Prospectus are subject to the definitions of such terms set out in the Transaction Documents, as they may be amended from time to time.

All references in this Prospectus to Euro, euro, EUR or € are to the lawful currency of the Member States of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the European Union.

Certain monetary amounts and currency translations included in this Prospectus have been subject to rounding adjustments; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which preceded them.

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

Definitions

"**€STR**" means, in respect of an interest accrual period in respect of the balances standing to the credit on the Cash Flow Account, the euro short-term rate equal to the overnight rate as calculated by the ECB and appearing on the relevant screen page two (2) Business Days before the date on which such interest accrual period begins. In case €STR ceases to be provided permanently or indefinitely, any mention to that reference rate shall be understood as made to the rate (inclusive of any spreads or adjustments) recommended by the ECB (or any successor administrator) in replacement of the €STR as published or provided by the administrator thereof.

"**Acquisition Amount**" ("**Importe de Adquisición**") means an amount equal to the sum of the 95% of the Outstanding Balance of the Additional Receivables pooled in the Fund on the Purchase Date.

"**Additional Information**" ("**Información Adicional**") means the additional information to the Securities Note to be included in the Prospectus, prepared using the form provided in Annex 19 of the Prospectus Delegated Regulation.

"**Additional Receivables**" ("**Derechos de Crédito Adicionales**") means the receivables (which shall represent at any time ninety-five per cent (95%) of any and all of the receivables arising from the Loans) assigned to the Fund by the Seller on the Purchase Date as established in section 2.2.2.3 of the Additional Information.

"**AIAF**" means AIAF Fixed-Income Market (*AIAF Mercado de Renta Fija*).

"**Alternative Base Rate**" ("**Tipo de Referencia Alternativo**") means the alternative base rate determined by the Rate Determination Agent to substituted EURIBOR as the Reference Rate of the Notes.

"**Arranger**" ("**Entidad Directora**") means BANCO SANTANDER, S.A.

"**Available Funds**" ("**Fondos Disponibles**") means in relation to the Pre-Enforcement Priority of Payments, and on each Payment Date, the amounts, calculated on the Determination Date immediately preceding the relevant Payment Date, to be allocated to meeting the Fund's payment obligations, which

shall have been credited to the Cash Flow Account, as established in section 3.4.7.2 of the Additional Information.

"**Banco Santander**" means Banco Santander, S.A.

"**Banco Santander Policies**" ("**Políticas de Banco Santander**") means Banco Santander's usual procedures of analysis and assessment of the credit risk as regards the granting of loans to individuals for consumer purposes, described in section 2.2.7 of the Additional Information.

"**Bank of Spain Circular 1/2023**" ("**Circular de Banco de España 1/2013**") means Bank of Spain Circular 1/2023 of 24 February, to credit institutions, branches in Spain of credit institutions authorised in another Member State of the European Union and financial credit entities (*establecimientos financieros de crédito*), on the information to be sent to the Bank of Spain on covered bonds and other loan mobilisation instruments, and amending Bank of Spain Circular 4/2017 and Bank of Spain Circular 4/2019 (as amended from time to time).

"**Bank of Spain Circular 4/2017**" ("**Circular de Banco de España 4/2017**") means Bank of Spain Circular 04/2017 of 27 November, to credit institutions, on public financial reporting standards and reserved and models of financial statements (as amended from time to time).

"**Base Rate Modification**" ("**Modificación del Tipo de Referencia**") means any amendments to the Transaction Documents to be made by the Management Company, in the name and on behalf of the Fund, as are necessary or advisable to facilitate the change of EURIBOR to the Alternative Base Rate.

"**Base Rate Modification Event**" ("**Supuesto de Modificación del Tipo de Referencia**") means any of the following events:

(i) a material disruption to EURIBOR, an adverse change in the methodology of calculating EURIBOR or EURIBOR ceasing to exist or to be published; or

(ii) the insolvency or cessation of business of the EURIBOR administrator (in circumstances where no successor EURIBOR administrator has been appointed); or

(iii) a public statement by the EURIBOR administrator that it will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of EURIBOR or will be changed in an adverse manner); or

(iv) a public statement by the EURIBOR administrator that EURIBOR will not be included in the register under Article 36 of the Benchmarks Regulation permanently or indefinitely; or

(v) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner; or

(vi) a public statement by the supervisor of the EURIBOR administrator which means that EURIBOR may no longer be used or that its use is subject to restrictions or adverse consequences; or

(vii) a public announcement of the permanent or indefinite discontinuity of EURIBOR as it applies to the Notes; or

(viii) the reasonable expectation of the Management Company, in the name and on behalf of the Fund (acting on the advice of the Seller) that any of the events specified in sub-paragraphs (i), (ii), (iii), (iv), (v), (vi) or (vii) above will occur or exist within six (6) months of the proposed effective date of such Base Rate Modification.

"**Base Rate Modification Noteholder Notice**" ("**Notificación al Bonista de la Modificación del Tipo de Referencia**") means a written notice from the Issuer to notify Noteholders of a proposed Base Rate Modification confirming the following:

(a) the date on which it is proposed that the Base Rate Modification shall take effect;

(b) the period during which Noteholders of the Class A Notes who are Noteholders on the Base Rate Modification Record Date may object to the proposed Base Rate Modification (which notice period shall commence at least forty (40) calendar days prior to the date on which it is proposed that the Base Rate Modification would take effect and continue for a period of not less than thirty (30) calendar days) and the method by which the may object;

(c) the Base Rate Modification Event or Events which has or have occurred;

(d) the Alternative Base Rate which is proposed to be adopted pursuant section 4.8.5(c) of the Securities Note and the rationale for choosing the proposed Alternative Base Rate;

(e) details of any modifications that the Issuer has agreed will be made to any hedging agreement to which it is party for the purpose of aligning any such hedging agreement with proposed Base Rate Modification or, where it has not been possible to agree such modifications with hedging counterparties, why such agreement has not been possible and the effect that this may have on the transaction (in the view of the Rate Determination Agent); and

(f) details of (i) any amendments which the Issuer proposes to make to these conditions or any other Transaction Document and (ii) any new, supplemental or additional documents into which the Issuer proposes to enter to facilitate the changes envisaged pursuant to section 4.8.5 of the Securities Note.

"**Base Rate Modification Record Date**" ("**Fecha de Registro de Modificación del Tipo de Referencia**") means the date specified to be the Base Rate Modification Record Date in the Base Rate Modification Noteholder Notice.

"**Benchmark Regulation**" ("**Reglamento de Índices de Referencia**") means 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.

"**Bloomberg**" means Bloomberg Finance L.P.

"**BofA**" means BofA Securities Europe SA.

"**Borrower(s)**" ("**Deudor(es)**") means any individual, having their domicile in Spain at the time of execution of the relevant Loan agreement, to which the Seller has granted the Loans from which the Receivables transferred to the Fund derive.

"**BRRD"** means Directive 2014/59/EU, of May 15 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council.

"**Business Day**" ("**Día Hábil**") means a day which is a T2 Business Day other than (i) a Saturday, (ii) a Sunday, (iii) a holiday according to the T2 calendar (only for purposes of determining the nominal interest rate applicable for each interest accrual period). Apart from the days recognised in paragraphs (i) and (ii) above, it also includes 1 January, Good Friday, Easter Monday, 1 May, and 25 and 26 December, and (iv) public holidays in Madrid (for the purposes of determining the nominal interest rate applicable for each interest accrual period and for the other terms and conditions of the issue).

"**Capital Companies Act**" ("**Ley de Sociedades de Capital**") means Royal Decree-Law 1/2010 of 2 July approving the Restated Text of the Capital Companies Act (as amended).

"**Cash Flow Account**" ("**Cuenta de Tesorería**") means the account to be opened with Banco Santander in the name of the Fund by the Management Company, the operation of which will be covered by the Reinvestment Agreement.

"**CDR**" means constant default rate.

"**CET**" means Central European Time.

"**Circular 2/2016**" means Circular 2/2016 of 20 April, of the Spanish Securities Market Commission, on securitisation fund accounting rules, annual accounts, public financial statements and non-public statistical information statements.

"**CIT Regulation**" ("**Reglamento de Impuesto sobre Sociedades**") means the Corporate Income Tax Regulation approved by Royal Decree 634/2015, of 10 July.

"**Civil Procedural Law**" ("**Ley de Enjuiciamiento Civil**") means Law 1/2000 of 7 January on Civil Procedure.

"**Class**" ("**Clase**") means each class of Notes.

"**Class A**" or **"Class A Notes**" ("**Bonos de la Clase A**") means the Notes with ISIN code ES0305715007, having a total nominal amount of SIX HUNDRED AND FORTY MILLION EUROS (€ 640,000,000), made up of SIX THOUSAND FOUR HUNDRED (6,400) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

"**Class A Interest Rate**" ("**Tipo de Interés de la Clase A**") means a floating rate equal to the Reference Rate plus a margin of 0.85% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero).

"**Class B**" or "**Class B Notes**" ("**Bonos de la Clase B**") means the Notes with ISIN code ES0305715015, having a total nominal amount of FORTY-THREE MILLION TWO HUNDRED THOUSAND EUROS (€ 43,200,000), made up of FOUR HUNDRED AND THIRTY-TWO (432) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

"**Class B Interest Rate**" ("**Tipo de Interés de la Clase B**") means a floating rate equal to the Reference Rate plus a margin of 1.60% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero).

"**Class C**" or "**Class C Notes**" ("**Bonos de la Clase C**") means the Notes with ISIN code ES0305715023, having a total nominal amount of THIRTY-FIVE MILLION SIX HUNDRED THOUSAND EUROS (€ 35,600,000), made up of THREE HUNDRED AND FIFTY-SIX (356) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

"**Class C Interest Rate**" **("Tipo de Interés de la Clase C**") means a floating rate equal to the Reference Rate plus a margin of 2.40% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero).

"**Class D**" or "**Class D Notes**" ("**Bonos de la Clase D**") means the Notes with ISIN code ES0305715031, having a total nominal amount of THIRTY MILLION EIGHT HUNDRED THOUSAND EUROS (€ 30,800,000), made up of THREE HUNDRED AND EIGHT (308) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

"**Class D Interest Rate**" ("**Tipo de Interés de la Clase D**") means a floating rate equal to the Reference Rate plus a margin of 5.50% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero).

"**Class E**" or **"Class E Notes**" ("**Bonos de la Clase E**") means the Notes with ISIN code ES0305715049, having a total nominal amount of FIFTY MILLION FOUR HUNDRED THOUSAND EUROS (€ 50,400,000), made up of FIVE HUNDRED AND FOUR (504) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€100,000), represented by means of book-entries.

"**Class E Interest Rate**" ("**Tipo de Interés de la Clase E**") means a floating rate equal to the Reference Rate plus a margin of 10.50% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero).

"**Class E and Class F Notes Interest Deferral Trigger**" ("**Evento de Diferimiento de Intereses de la Clase E y de la Clase F**") means a Cumulative Default Ratio higher than 3.50%.

"**Class F**" or "**Class F Notes**" ("**Bonos de la Clase F**") means the Notes with ISIN code ES0305715056, having a total nominal amount of SIXTEEN MILLION EUROS (€ 16,000,000), made up of ONE HUNDRED AND SIXTY (160) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

"**Class F Interest Rate**" ("**Tipo de Interés de la Clase F**") means a floating rate equal to the Reference Rate plus a margin of 1.65% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero).

"**Class F Notes Target Amortisation Amount**" ("**Importe Objetivo de Amortización de los Bonos de la Clase F**") means an amount equal to the minimum of:

(a) (i) ten per cent (10%) of the initial balance of the Class F Notes plus (ii) any unpaid amount under (i) on previous payment dates; and

(b) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the thirteenth (13^{th}) place.

"**Clean-Up Call Event**" ("**Evento de Clean-Up Call**") means the event when, at any time, the aggregate Outstanding Balance of the Receivables falls below ten per cent (10%) of the aggregate Outstanding Balance thereof on the Date of Incorporation, in accordance with section 4.4.3.2 of the Registration Document.

"**Clean-Up Call Option**" ("**Opción de Compra por un Evento Clean-Up Call**") means the option of the Seller to repurchase at its own discretion all outstanding Receivables and hence instruct the Management Company to carry out an Early Liquidation and an Early Redemption of the Notes in whole (but not in part) when a Clean-Up Call Event occurs.

"**CNMV**" means the Spanish Securities Market Commission («COMISIÓN NACIONAL DEL MERCADO DE VALORES»).

"**COBS**" means the FCA Handbook Conduct of Business Sourcebook.

"**Commercial Code**" ("**Código de Comercio**") means the Spanish Commercial Code published by virtue of the Royal Decree of 22 August 1885.

"**Covid-19 Moratoriums**" ("**Moratorias Covid-19**") means, jointly, Covid-19 Legal Moratoriums and Covid-19 Contractual Moratoriums.

"**Covid-19 Legal Moratoriums**" ("**Moratorias Legales Covid-19**") means the moratoriums foreseen in Royal Decree-Law 11/2020 (as amended by, among others, Royal Decree-Law 26/2020), together with any settlement, suspension of payments, rescheduling of the amortisation plan or other contractual amendments resulting from or arising from mandatory provisions of law or regulation granted in connection with measures in force to tackle the effects of the Covid-19.

"**Covid-19 Contractual Moratoriums**" ("**Moratorias Contractuales Covid-19**") means any voluntary moratoriums or deferment of payments, together with any decisions or recommendations of public authorities or conventions, arrangements or recommendations of institutional or industry associations granted in connection with measures in force to tackle the effects of the Covid-19.

"**CPR**" means Constant Prepayment Date.

"**CRA Regulation**" ("**Reglamento CRA**") means Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as subsequently amended.

"**CRR Assessment**" ("**Informe CRR**") means the assessment of the compliance of the Notes the relevant provisions of article 243 and article 270 of the CRR, prepared by PCS.

"**CRR Regulation**" or "**CRR**" ("**Reglamento CRR**") means Regulation (EU) No. 575/2013 of the European Parliament and of the Council, of 26 June 2013, on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012.

"**Cuatrecasas**" means CUATRECASAS, GONÇALVES PEREIRA S.L.P.

"**Cumulative Default Ratio**" ("**Ratio de Fallidos Acumulado**") means the aggregate Outstanding Balance of the Defaulted Receivables (at the time the Receivable is considered as Defaulted Receivable) divided by the sum of: (i) Outstanding Balance of the Initial Receivables on the Date of Incorporation, and (ii) Outstanding Balance of the Additional Receivables on the date of their respective assignment.

"**Cut-Off Date**" ("**Fecha de Corte**") means 19 April 2023.

"**Data Protection Law**" ("**Ley de Protección de Datos**") means Organic Law 3/2018.

"**Date of Incorporation**" ("**Fecha de Constitución**") means 17 July 2023.

"**Deed of Incorporation**" ("**Escritura de Constitución**") means the public deed recording the incorporation of the Fund and the issue of the Notes.

"**Defaulted Receivable(s)**" ("**Derechos de Crédito Fallidos**") means, at any time, the Receivables arising from Loans in respect of which: (i) there is any material credit obligation (including any amount of principal, interest or fee) which exceeds the Materiality Threshold and is past due more than ninety (90) consecutive calendar days; or (ii) the Servicer, in accordance with the Servicing Policies, considers that the relevant Borrower is unlikely to pay the instalments under the Loans as they fall due.

"**Definitions**" ("**Definiciones**") means the glossary of definitions included in this Prospectus.

"**Delegated Regulation (EU) 2019/979**" ("**Reglamento Delegado (UE) 2019/979**") means Commission Delegated Regulation (EU) 2019/979 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council with regard to regulatory technical standards on key financial information in the summary of a prospectus, the publication and classification of prospectuses, advertisements for securities, supplements to a prospectus, and the notification portal, and repealing Commission Delegated Regulation (EU) No. 382/2014 and Commission Delegated Regulation (EU) 2016/301.

"**Delegated Regulation 625/2014**" ("**Reglamento Delegado 625/2014**") means Delegated Regulation (EU) 625/2014 of 13 March 2014 supplementing CRR.

"**Deloitte**" means Deloitte, S.L.

"**Determination Date**" ("**Fecha de Determinación**") means (i) during the Revolving Period, the date falling ten (10) Business Days prior to the relevant Payment Date; and (ii) after the Revolving Period End Date, the date falling five (5) Business Days prior to the relevant Payment Date.

"**Determination Period**" ("**Periodo de Determinación**") means each period commencing on (and including) a Determination Date and ending on (but excluding) the immediately following Determination Date.

"**Disbursement Date**" ("**Fecha de Desembolso**") means 21 July 2023.

"**Early Liquidation Date**" ("**Fecha de Liquidación Anticipada**") means the date of the early liquidation of the Notes pursuant to section 4.4.3.1 and 4.4.3.2 of the Registration Document, which does not need to be on a Payment Date.

"**Early Liquidation of the Fund**" ("**Liquidación Anticipada del Fondo**") means the liquidation of the Fund, and thus the prepayment of the issue of the Notes on a date prior to the Legal Maturity Date, in accordance with the cases and procedure set out in section 4.4.3 of the Registration Document.

"**Early Liquidation Notice**" ("**Notificación de Liquidación Anticipada**") means the material appropriate insider information (*información privilegiada*) or other relevant information (*otra información relevante*) published by the Management Company upon the Seller's instruction to carry out the Early Liquidation of the Fund and the Early Redemption of the Notes upon the exercise of the relevant Seller's Call Option.

"**Early Redemption of the Notes**" ("**Amortización Anticipada de los Bonos**") means the ultimate redemption of the Notes on a date prior to the Legal Maturity Date in the event of Early Liquidation of the Fund in accordance with the requirements set forth in section 4.4.3 of the Registration Document.

"**EBA**" ("**ABE**") means the EUROPEAN BANKING AUTHORITY.

"**ECB**" ("**BCE**") means EUROPEAN CENTRAL BANK (*BANCO CENTRAL EUROPEO*).

"**EDW**" means EUROPEANDATAWAREHOUSE.

"**EEA**" ("**EEE**") means the EUROPEAN ECONOMIC AREA (*ESPACIO ECONÓMICO EUROPEO*).

"**Eligibility Criteria**" ("**Criterios de Elegibilidad**") means the Individual Eligibility Criteria and the Global Eligibility Criteria.

"**EMMI**" means the European Money Markets Institute who provide and administered the EURIBOR.

"**ESMA**" ("**AEVM**") means the EUROPEAN SECURITIES AND MARKETS AUTHORITY (AUTORIDAD EUROPEA DE VALORES Y MERCADOS).

"**ESMA List**" ("**Listado ESMA**") means the list of STS-Securitisations maintained by ESMA.

"**EU**" ("**Unión Europea**" o "**UE**") means the European Union.

"**EU Disclosure ITS**" ("**Reglamentos Técnicos de Desarrollo de Implementación**") means Commission Delegated Regulation (EU) 2020/1225 of 29 October 2019 laying down implementing technical standards with regard to the format and standardised templates for making available the information and details of a securitisation by the originator, sponsor and SSPE.

"**EU Disclosure RTS**" ("**Reglamentos Técnicos de Desarrollo Regulatorio**") means Commission Delegated Regulation (EU) 2020/1224 of 16 October 2019 supplementing the EU Securitisation Regulation with respect to regulatory technical standards specifying the information and the details of a securitisation to be made available by the originator, sponsor and SSPE.

"EU Due Diligence Requirements" ("**Requisitos de diligencia debida de la Unión Europea**") means the due-diligence requirements established by article 5 of the EU Securitisation Regulation.

"**EU PRIIPS Regulation**" (**Reglamento Europeo PRIIPs**") means Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs).

"**EU Securitisation Regulation**" ("**Reglamento Europeo de Titulización**") means Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standaraised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No. 1060/2009 and (EU) No. 648/2012, as amended from time to time.

"**EU Securitisation Repository**" ("**Registro Europeo de Titulizaciones**") means European Datawarehouse GmbH appointed by the Management Company, on behalf of the Fund, as ESMA-registered securitisation repository, or its substitute, successor or replacement that is registered with ESMA under the EU Securitisation Regulation.

"**EURIBOR**" means Euro-Zone interbank offered rate.

"**Eurosystem Eligible Collateral**" ("**Colateral Elegible para el Eurosistema**") means the assets recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life.

"**EUWA**" ("**Ley de Salida de la Unión Europea**") means the European Union (Withdrawal) Act 2018, as amended.

"**Event of Replacement of the Servicer**" ("**Supuesto de Sustitución del Administrador**") means the occurrence of any of the following events:

(a) any breach of its obligations under the Deed of Incorporation, in the reasonable opinion of the Management Company, and in particular, its obligation to transfer to the Fund the amounts received from the Borrowers within two (2) Business Days as from receipt (except if the breach is due to a force majeure); or

(b) an Insolvency Event occurs in respect of the Servicer.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

"**Extraordinary Expenses**" ("**Gastos Extraordinarios**") means, all expenses, if any, arising from the preparation and execution of the amendments to the Deed of Incorporation and the agreements, and the execution of any additional agreements; the amount of the initial expenses of incorporation of the Fund and issuance of Notes exceeding the principal amount of the Start-Up Expenses Loan; the extraordinary expenses of audits and legal advice; expenses necessary to enforce the Loans and/or the guarantees or security thereunder and expenses arising from any recovery actions; in general, any other extraordinary expenses borne by the Fund or by the Management Company for and on behalf of the Fund.

"**FCA**" means the Financial Conduct Authority.

"**Final Maturity Date**" ("**Fecha de Vencimiento Final**") means 1 January 2034.

"**Financial Intermediation Margin**" ("**Margen de Intermediación Financiera**") means any variable and subordinated remuneration to which the Seller is entitled.

"**First Payment Date**" ("**Primera Fecha de Pago**") means the Payment Date falling on 21 December 2023.

"**Fitch**" means Fitch Ratings Ireland Spanish Branch Sucursal En España.

"**Fitch Minimum Rating**" ("**Rating Mínimo de Fitch"**) has the meaning attributed in section 3.4.5.1 of the Additional Information.

"**Former Securities Market Act**" ("**Antigua Ley del Mercado de Valores**") means Royal Legislative Decree 4/2015, of 23 October, approving the revised text of the securities market act.

"**Fund**" or "**Issuer**" ("**Fondo**") means SANTANDER CONSUMO 5, FONDO DE TITULIZACIÓN.

"**Fund Accounts**" ("**Cuentas del Fondo**") means the Cash Flow Account and the Swap Collateral Account.

"**Fund Accounts Provider**" ("**Proveedor de Cuentas del Fondo**") means Banco Santander, S.A.

"Garrigues" means J&A Garrigues, S.L.P.

"**General Data Protection Regulation**" ("**Reglamento General de Protección de Datos**") means Regulation (EU) 2016/679 of the European Parliament and 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.

"**General Tax Regulations**" ("**Reglamento General Fiscal**") means general regulations regarding tax management and inspection courses of action and procedures and developing the common rules of tax application procedures, passed by Royal Decree 1065/2007, of 27 July (*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*).

"**Global Eligibility Criteria**" ("**Criterios de Elegibilidad Globales**") means the requirements set forth in section 2.2.2.3.3 of the Additional Information to be satisfied on the Purchase Date (in addition to the Individual Eligibility Criteria) in order for the Additional Receivables to be assigned to, and acquired by, the Fund.

"**Guideline**" ("**Directrices**") means Guideline of the European Central Bank of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (recast) as amended and applicable from time to time.

"**HICP**" ("**IPCA**") means Harmonised Index of Consumer Prices.

"**IBERCLEAR**" means Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal.

"**Individual Eligibility Criteria**" ("**Criterios de Elegibilidad Individuales**") means the individual requirements to be met by each Receivable for their assignment and inclusion in the Fund on the Purchase Date (in respect of the Additional Receivables) and on the Date of Incorporation (in respect of the Initial Receivables).

"**Initial Interest Accrual Period**" ("**Periodo de Devengo de Intereses Inicial**") means the duration of the first Interest Accrual Period which will be equal to the days elapsed between the Disbursement Date (inclusive) and the First Payment Date (not included).

"**Initial Receivables**" ("**Derechos de Crédito Iniciales**") means each and any of the receivables assigned to the Fund on the Date of Incorporation.

"**Initial Reserve Fund**" ("**Importe Inicial del Fondo de Reserva**") means an amount equal to 2.00% of the initial balance of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on the Date of Incorporation.

"**Insolvency Event**" ("**Evento de Insolvencia**") means, with respect to any entity, a declaration of insolvency (*declaración de concurso*) in respect thereto.

"**Insolvency Law**" ("**Ley Concursal**") means the Royal Legislative Decree 1/2020, of May 5, approving the recast of the Insolvency Law, as currently worded (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*).

"**Insurance Distribution Directive**" ("**Directiva sobre Distribución de Seguros**") means Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution.

"**Interest Accrual Period**" ("**Periodo de Devengo de Intereses**") means each period beginning on (and including) the previous Payment Date and ending on (but excluding) the immediately following Payment Date.

"**Interest Rate**" ("**Tipo de Interés**") means the rate of interest applicable to the Notes.

"**Interest Rate Swap Agreement**" ("**Contrato de Cobertura de Tipos de Interés**") means, the interest rate swap agreement to be entered into on the Date of Incorporation between the Management Company, in the name and on behalf of the Fund, and the Swap Counterparty in the form of an International SWAPS AND DERIVATIVES ASSOCIATION 2002 Master Agreement, together with the relevant Schedule, Credit Support Annex and Confirmation hereunder, subject to Irish law, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental hereto.

"**Interest Rate Swap Calculation Agent**" ("**Agente de Cálculo del Swap**") means the Management Company.

"**INTEX**" means INTEX SOLUTIONS, INC.

"**Investment Company Act**" ("**Ley de Sociedades de Inversión**") means the Investment Company Act of 1940, as amended.

"**Joint Lead Managers**" ("**Entidades Coordinadoras**") means BANCO SANTANDER, S.A., SOCIÉTÉ GÉNÉRALE, S.A. UNICREDIT BANK AG and BOFA.

"**Law 10/2014**" ("**Ley 10/2014**") means Law 10/2014, of 26 June, on regulation, supervision and solvency of credit institutions.

"**Law 16/2011**" ("**Ley 16/2011**") means Law 16/2011 of June 24, on Consumer Credit Contracts, as amended (*Ley 16/2011, de 24 de junio, de Crédito al Consumo*).

"**Law 27/2014**" ("**Ley 27/2014**") means Law 27/2014 of 27 November of Corporate Income Tax.

"**Law 5/2015**" ("**Ley 5/2015**") means Law 5/2015, of 27 April, on the Promotion of Enterprise Funding.

"**Law 7/1998**" ("**Ley 7/1998**") means Law 7/1998, of 13 April, on General Contracting Conditions.

"**Legal Maturity Date**" ("**Fecha de Vencimiento Legal**") means 21 March 2036.

"**LEI Code**" ("**Código LEI**") means the Legal Entity Identifier code.

"**Servicer Event Reserve Trigger**" ("***Trigger* de la Reserva para Imprevistos del Administrador**") has the meaning attributed in section 3.7.1.14 of the Additional Information.

"**Loan**" ("**Préstamo**") means the loans owned by the Seller granted to individuals' resident in Spain at the time of execution of the relevant Loan agreement for financing consumer financing, without limitation, debtor´s expenditures (including small consumer expenditures and other non-defined expenditures), the

purchase of consumer goods in its broadest sense, including finishing home working construction, the purchase of goods (including the acquisition of new and used vehicle or services), from which the Receivables shall arise.

"**Management Company**" ("**Sociedad Gestora**") means SANTANDER DE TITULIZACIÓN, S.G.F.T., S.A.

"**Management, Placement and Subscription Agreement**" ("**Contrato de Dirección y Suscripción**") means the Management, Placement and Subscription Agreement to be entered into by the Management Company, for and on behalf of the Fund, the Joint Lead Managers, and the Seller.

"**Master Sale and Purchase Agreement**" ("**Contrato de Cesión de Derechos de Crédito**") means the master receivables sale and purchase agreement to be entered by the Management Company, for and on behalf of the Fund, and the Seller by virtue of which the Receivables shall be assigned to the Fund.

"**Materiality Threshold**" ("**Umbral de Materialidad**") means any amount which exceeds the materiality thresholds set in accordance with Article 178(2)(d) of Regulation (EU) No 575/2013, as amended. For the avoidance of doubt, any technical past due situations shall not be considered as defaults.

"**Maximum Receivables Amount**" ("**Importe Máximo de Derechos de Crédito**") means the maximum amount of the Outstanding Balance of the Receivables pooled in the Fund, which will be an amount equal to or slightly higher than EIGHT HUNDRED MILLION EUROS (€ 800,000,000).

"**MiFID II**" ("**MiFID II**") means Directive 2014/65/UE of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

"**MIFIR**" ("**MIFIR**") means Regulation 600/2013/UE of the European Parliament and of Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No. 648/2012.

"Modified Following Business Day Convention" ("**Convención del Siguiente Día Hábil Modificado**") means the convention by virtue of which if a Payment Date is not a Business Day, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day.

"**Moody's**" means Moody's Investors Service España, S.A.

"**Moratoriums**" ("**Moratorias**") means any (i) settlement, suspension of payments, rescheduling of the amortisation plan or other contractual amendments resulting from or arising from mandatory provisions, or (ii) voluntary moratoriums or deferment of payments, together with any decisions or recommendations of public authorities or conventions, arrangements or recommendations of institutional or industry associations, including, for the avoidance of doubt, any Covid-19 Moratoriums that may be applicable to the Receivables at any time after the relevant Date of Incorporation.

"**Most Senior Class of Notes**" ("**Clase Más Senior de Bonos**") means:

(a) the Class A Notes (for so long there are Class A Notes outstanding), or

(b) if no Class A Notes are outstanding, the Class B Notes (for so long there are Class B Notes outstanding), or

(c) if no Class B Notes are outstanding, the Class C Notes (for so long there are Class C Notes outstanding), or

(d) if no Class C Notes are outstanding, the Class D Notes (for so long there are Class D Notes outstanding), or

(e) if no Class D Notes are outstanding, the Class E Notes (for so long there are Class E Notes outstanding), or

(f) if no Class E Notes are outstanding, the Class F Notes (for so long there are Class F Notes outstanding).

"**Non-Defaulted Receivables**" ("**Derechos de Crédito No Fallidos**") means, at any time, any Receivable that is not a Defaulted Receivable.

"**Noteholder(s)**" ("**Bonistas**") means any and all holders of any of the Notes.

"**Notes**" ("**Bonos**") means any and all the notes under any of the Classes.

"**Notes Maturity Date**" ("**Fecha de Vencimiento de los Bonos**") means 21 March 2036 (subject to the Modified Following Business Day Convention).

"**Notional Amount**" ("**Importe Nocional**") shall be equal:

(a) on the First Payment Date, to the Outstanding Balance of the Non-Defaulted Receivables at the Disbursement Date;

(b) From the First Payment Date (excluded), to the Outstanding Balance of the Non-Defaulted Receivables on the preceding Determination Date.

"**Novation Agreement**" ("**Contrato de Novación**") shall have the meaning given to that term in section 3.4.8.1 (*pre-hedge*) of the Additional Information.

"**Offer Date**" ("**Fecha de Oferta**") means the dates corresponding to the sixth (6th) Business Day preceding the relevant Payment Date during the Revolving Period on which the Seller will offer to the Management Company the assignment of the Additional Receivables included in the assignment offer.

"**Offer Request Dates**" ("**Fechas de Solicitud de Oferta**") means the dates corresponding to the eighth (8^{th}) Business Day preceding the relevant Payment Date during the Revolving Period on which the Management Company will request the Seller the assignment of Additional Receivables to the Fund.

"**Ordinary Expenses**" ("**Gastos Ordinarios**") means, as applicable, the expenses arising from compulsory administrative verifications, registrations and authorisations (other than payment of the initial expenses for the incorporation of the Fund and issuance of the Notes), and admission expenses and the ongoing fee payable to the EU Securitisation Repository, INTEX and Bloomberg; expenses relating to the keeping of the accounting records of the Notes, for their admission to trading on organised secondary market, and for the maintenance thereof; expenses arising from the annual audits of the Fund's financial statements; expenses arising from the Rating Agencies fees for the monitoring and maintenance of the ratings for the Notes; expenses arising from the redemption of the Notes; expenses related to any notices and announcements that, in accordance with the provisions of this Prospectus, must be given to the holders of outstanding Notes; the Paying Agent's fees and the Management Company's fees, part of Third Party Verification Agent's fee not paid initially; and in general, any other expenses borne by the Management Company and arising from its duties relating to the representation and management of the Fund.

"**Organic Law 3/2018**" ("**Ley Orgánica 3/2018**") means the Spanish Organic Law 3/2018, of 4 December 2018, on the Personal Data and digital rights protection.

"**Outstanding Balance**" ("**Saldo Vivo**") means at any time and with respect to the relevant asset the principal amounts due and uncollected together with the principal amounts of the relevant asset not yet due.

"**Par Value**" ("**Valor Nominal**") means at any time the Outstanding Balance of the Receivables together with all accrued but unpaid interest thereon at such time.

"**Paying Agent**" ("**Agente de Pagos**") means BANCO SANTANDER, S.A. in its capacity as paying agent appointed by the Management Company, or such other entity as may be selected by the Management Company, on behalf of the Fund, to act in its place.

"**Paying Agent Agreement**" ("**Contrato de Agencia de Pagos**") means the paying agent agreement to be entered into by the Management Company, for and on behalf of the Fund, and the Paying Agent.

"**Payment Dates**" ("**Fechas de Pago**") means the 21st of March, June, September and December of each year (subject to Modified Following Business Day Convention).

"PCS" means PRIME COLLATERALISED SECURITIES (PCS) EU SAS.

"**PCS Assessments**" ("**Informes de PCS**") means STS Verification and CRR Assessment issued by PCS.

"**Personal Data Record**" or "**PDR"** ("**Registro de Datos Personales**") means a record of the personal data of Borrowers in accordance with the terms set forth in section 3.7.1.1 of the Additional Information.

"**Post-Enforcement Available Funds**" ("**Fondos Disponibles de Liquidación**") means the sum of a) Available Funds and b) any amounts obtain from the liquidation of the remaining Receivables or any other asset that belongs to the Fund, as provided on section 4.4.3 of the Registration Document.

"**Post-Enforcement Priority of Payments**" ("**Orden de Prelación de Pagos de Liquidación**") means the priority of payments applicable in the event of the Early Liquidation of the Fund.

"**PRA**" ("**ARP**" o "**Autoridad de Regulación Prudencial**") means the Prudential Regulation Authority.

"**Pre-Enforcement Priority of Payments**" ("**Orden de Prelación de Pagos Pre-Liquidación**") means the order of priority for the application of the payment or deduction obligations of the Fund, both as regards the application of the Available Funds, which is applicable on each Payment Date prior to the Early Liquidation of the Fund as set forth in section 3.4.7.2 of the Additional Information.

"**Pre-Hedge Transaction**" ("**Operación de Pre-Hedge**") shall have the meaning given to that term in section 3.4.8.1 (*pre-hedge*) of the Additional Information.

"**Pre-Hedge Novation Amount**" ("**Cantidad a Pagar por la Novación de la Operación de Pre-Hedge**") shall have the meaning given to that term in section 3.4.8.1 (*pre-hedge*) of the Additional Information.

"**Pre-Hedge Rate**" ("**Tipo Aplicable bajo la Operación de Pre-Hedge**") shall have the meaning given to that term in section 3.4.8.1 (*pre-hedge*) of the Additional Information.

"Pre**-Hedge Transaction Date**" ("**Fecha de la Operación de Pre-Hedge**") shall have the meaning given to that term in section 3.4.8.1 (*pre-hedge*) of the Additional Information.

"**Preliminary Portfolio**" ("**Cartera Preliminar**") means the preliminary loan portfolio comprising 134,011 Loans from which the Initial Receivables shall be selected.

"**Priority of Payments**" ("**Orden de Prelación de Pagos**") means the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

"**Principal Amount Outstanding**" ("**Saldo Vivo de Principal de los Bonos**") means, at any time and with respect to any Notes, the principal amount of the Notes upon issue less the aggregate amount of principal payments made on such Notes on or prior to such date.

"**Principal Target Redemption Amount**" ("**Importe Objetivo de Amortización de Principal**") means an amount equal to the minimum of: (a) the difference on that Determination Date immediately preceding the relevant Payment Date between: (i) the Principal Amount Outstanding of the Class A Notes, Class B

Notes, Class C Notes, Class D Notes and Class E Notes, minus (ii) the aggregate of the Outstanding Balance of the Non-Defaulted Receivables on the Determination Date, and (b) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the tenth (10^{th}) place as provided in section 3.4.7.2 (ii) of the Additional Information.

"**Pro-Rata Redemption Amount**" ("**Importe Objetivo de Amortización Pro-Rata**") for each Class of Notes, means an amount equal to the Principal Target Redemption Amount multiplied by the Pro-Rata Redemption Ratio of each Class of Notes.

"**Pro-Rata Redemption Period**" ("**Periodo de Amortización Pro-Rata**") means the period starting on the Revolving Period End Date (excluded) and ending on the Payment Date immediately following the occurrence of a Subordination Event.

"**Pro-Rata Redemption Ratio**" ("**Ratio de Amortización Pro-Rata**") means, for each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the percentage that results from the following ratio:

(a) the Principal Amount Outstanding of the relevant Class of Notes,

(b) divided by the sum of the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes,

and calculated for each Interest Accrual Period using the Principal Amount Outstanding before the application of the Pre-Enforcement Priority of Payments.

"**Prospectus**" ("**Folleto**") means this document registered in the CNMV, as provided for in the Prospectus Regulation and the Prospectus Delegated Regulation.

"**Prospectus Delegated Regulation**" ("**Reglamento Delegado de Folletos**") means the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019, supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No. 809/2004, as amended.

"**Prospectus Regulation**" ("**Reglamento de Folletos**") means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

"**Purchase Date**" ("**Fecha de Compra**") means, in respect of any Additional Receivable, the date falling no later than on the fifth (5th) Business Day preceding the First relevant Payment Date, which corresponds to the date of the delivery by the Management Company of the written notice accepting the assignment of all or part of the Additional Receivables.

"**PwC**" means PRICEWATERHOUSECOOPERS AUDITORES, S.L.

"**Rated Notes**" ("**Bonos con Rating**") means the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.

"**Rating Agencies**" ("**Agencias de Calificación**") means FITCH and MOODY'S.

"**Receivables**" ("**Derechos de Crédito**") means the receivables assigned to the Fund which represent at any time 95% of any and all of the receivables arising from the Loans. For clarification purposes, "Receivables" includes both Initial Receivables and Additional Receivables.

"**Reference Rate**" ("**Tipo de Referencia**") means the reference rate for determining the Interest Rate applicable to the Notes in accordance with section 4.8.4 of the Securities Note.

"**Reference Rate Determination Date**" ("**Fecha de Determinación del Tipo de Referencia**") means two (2) Business Days prior to the Payment Date, except for the Initial Interest Accrual Period which shall be determined on the Date of Incorporation.

"**Registration Document**" ("**Documento de Registro**") means the asset-backed securities registration document in this Prospectus, prepared using the outline provided in Annex 9 of the Prospectus Delegated Regulation.

"**Regulation S**" ("**Regulación S**") means the regulation S under the United States Securities Act.

"**Regulatory Change Call Option**" ("**Opción de Compra por un Supuesto de Cambio Regulatorio**") means the event by virtue of which the Seller has the option to (but not the obligation) to instruct the Management Company to carry out an Early Liquidation of the Fund and an Early Redemption of the Notes in whole (but not in part) and hence repurchase at its own discretion all outstanding Receivables when a Regulatory Change Event occurs.

"**Regulatory Change Event**" ("**Supuesto de Cambio Regulatorio**") means (i) any enactment or implementation of, or supplement or amendment to, or change in any applicable law, policy, rule, guideline or regulation of any competent international, European or national body (including the European Central Bank, the PRA or any other competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline; or (ii) a notification by or other communication from an applicable regulatory or supervisory authority is received by the Seller with respect to the transactions contemplated by the Transaction Documents, which, in either case, occurs on or after the Date of Incorporation and results in, or would in the reasonable opinion of the Seller result in, a material adverse change in the rate of return on capital of the Fund and/or the Seller or materially increasing the cost or materially reducing the benefit for the Seller of the transactions contemplated by the Transaction Documents.

"**Regulatory PD**" ("**Probabilidad de Impago Reglamentaria**") refers to the probability of a borrower being able to meet its payments obligations under the Loans over a one-year period as stated in article 163 of CRR. PD is based on a Through-the-Cycle (TTC) approach according to the guidelines on PD estimation, LGD estimation and the treatment of defaulted exposures published by EBA.

"**Reinvestment Agreement**" ("**Contrato de Reinversión**") means the agreement by virtue of which by virtue of which the Fund Accounts will be opened in the books of Banco Santander on the Date of Incorporation.

"**Relevant Screen**" ("**Pantalla Relevante**") means the Reuters page EURIBOR01 (including, without limitation, Reuters) for the purposes of providing the EURIBOR under the Start-Up Expenses Loan Agreement.

"**Reporting Entity**" ("**Entidad Informadora**") means the Originator, as entity designated to fulfil the information requirements according to EU Securitisation Regulation.

"**Repurchase Value**" ("**Valor de Recompra**") means at any time (i) in respect of any Receivable other than a Defaulted Receivable, Par Value, and (ii) in respect of a Defaulted Receivable, Par Value less any Seller's provisions allocated with respect to such Receivable matching its book value on the Seller's balance sheet at such time.

"**Required Level of the Reserve Fund**" ("**Nivel Requerido del Fondo de Reserva**") has the meaning ascribed in 3.4.2.2 of the Additional Information.

"**Reserve Fund**" ("**Fondo de Reserva**") means the Reserve Fund to be funded by the Management Company, for and on behalf of the Fund, in compliance with the provisions of section 3.4.2.2 of the Additional Information.

"**Reserve Fund Termination Date**" ("**Fecha de Terminación del Fondo de Reserva**") means the earlier of:

(a) the Legal Maturity Date;

(b) the Payment Date on which the Non-Defaulted Receivables have been repaid in full;

(c) the Payment Date on which the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes are redeemed in full; and

(d) the Payment Date following the delivery of an Early Liquidation Notice.

"**Revolving Period**" ("**Periodo de Recarga**") means the period running from the Date of Incorporation (excluded) to the Revolving Period End Date.

"**Revolving Period Early Termination Event**" ("**Supuesto de Terminación Anticipada del Periodo de Recarga**") means the occurrence of any of the following events on any Determination Date:

(a) in case a Subordination Event occurs; or

(b) the Reserve Fund is not funded up to the Required Level of the Reserve Fund after paying or retaining the relevant amounts required to be paid or retained in priority by the Fund on such date in accordance with the Pre-Enforcement Priority of Payments; or

(c) on the Payment Date immediately preceding the Determination Date, the Outstanding Balance of the Non-Defaulted Receivables shall have been less than seventy-five per cent (75.00)% of the Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes on the Disbursement Date; or

(d) tax regulations are amended in such a way that the assignment of Additional Receivables proves to be excessively onerous to the Seller; or

(e) an Insolvency Event occurs in respect of the Seller; or

(f) the Seller ceases to perform or is replaced as Servicer of the Receivables, or it fails to comply with any of its obligations established by the Deed of Incorporation or under the Prospectus; or

(g) the audit reports on the Seller's annual financial statements show qualifications, which in the opinion of the CNMV, could affect the Additional Receivables; or

(h) the credit granting policy set forth in section 2.2.7 of the Additional Information is materially modified; or

(i) the Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes on the preceding Determination Date is higher than the sum of (i) the Outstanding Balance of the Receivables on the Determination Date, and (ii) the Acquisition Amount of the Additional Receivables to be acquired on that Payment Date.

"**Revolving Period End Date**" ("**Fecha de Terminación del Periodo de Recarga**") means the earlier of (i) the Payment Date falling on 21 December 2023 (included), and (ii) the date on which a Revolving Period Early Termination Event has occurred (excluded).

"**Revolving Period Principal Target Redemption Amount**" ("**Importe Objetivo de Amortización de Principal en el Periodo de Recarga**") means an amount equal to the minimum of (a) the positive difference on that Determination Date immediately preceding the relevant Payment Date between: (i) the Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes, minus (ii) the aggregate of the Outstanding Balance of the Receivables on the Determination

Date, and (b) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the tenth (10^{th}) place as provided in section 3.4.7.2 (ii) of the Additional Information.

"**Restructured Receivable**" ("**Derecho de Crédito Reestructurado**") means a Receivable where a Restructuring has occurred.

"**Restructuring**" ("**Reestructuración**") means, with respect to a Receivable, the forgiveness, reduction or postponement of principal, interest or fees or a change in the ranking, priority or subordination of such obligation (together, the "**Restructuring Events**" ("**Supuestos de Reestructuración**")), provided that such decision, with respect to the Restructuring Events, will be made: (i) with regard to the standards of a reasonable and prudent holder of such obligation (disregarding for such purposes the effect of any securitisation of such Receivable but taking into account any security or collateral allocable to that Receivable); and (ii) with the intent that such Restructuring is to minimise any expected loss in respect of such Receivable.

"**Risk Factors**" ("**Factores de Riesgo**") means the description in this Prospectus of the major risk factors linked to the Issuer, the securities and the assets backing the issue.

"**Royal Decree 1310/2005**" ("**Real Decreto 1310/2005**") Royal Decree 1310/2005 of 4 November partly implementing Securities Market Law 24/1988 of 28 July in regard to admission to trading of securities in official secondary markets, public offerings for sale or subscription and the prospectus required for that purpose.

"**Royal Decree 878/2015**" ("**Real Decreto 878/2015**") means the Royal Decree 878/2015, of October 2, on compensation, settlement and registration of negotiable securities represented through book entries (as amended).

"**Santander Totta**" means Banco Santander Totta, S.A.

"**Screen Page**" ("**Pantalla**") means the Reuters where the Reference Rate is published on.

"**Securities Market Act**" ("**Ley de los Mercados de Valores**") means Law 6/2023 of 17 March on Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*).

"**Securities Note**" ("**Nota de Valores**") means the securities note in this Prospectus, prepared using the outline provided in Annex 15 of the Prospectus Delegated Regulation.

"**Securitisation EU Exit Regulations**" ("**Reglamentos de Titulización de Salida de la UE**") means the Securitisation (Amendment) (EU Exit) Regulations 2019.

"**Seller**" or "**Originator**" ("**Cedente**" u "**Originador**") means Banco Santander.

"**Seller's Call Options**" ("**Opciones de Compra del Cedente**") means jointly the Clean-up Call Option, the Regulatory Change Call Option and the Tax Change Call Option.

"**Seller's Notice**" ("**Notificación del Cedente**") means written notice from the Seller to the Issuer and the Rating Agencies at least forty (40) Business Days prior to the Early Liquidation confirming its intention to exercise the relevant Seller's Call Option.

"**Sequential Redemption Period**" ("**Periodo de Amortización Secuencial**") means the period starting from (and including) the Payment Date immediately following the occurrence of a Subordination Event and ending on (an including) the earlier of (i) the Legal Maturity Date; (ii) the Payment Date on which the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be redeemed in full; or (iii) the Early Liquidation Date.

"**Servicer**" ("**Administrador**") means Banco Santander.

"**Servicer's Fee**" ("**Comisión del Administrador**") means the fees that the Servicer has the right to receive as consideration for being in charge of the custody, administration and management of the Loans.

"**Servicer Event Reserve Amount**" ("**Importe de la Reserva para Imprevistos del Administrador**") has the meaning attributed in section 3.7.1.14 of the Additional Information

"**Servicing Policies**" ("**Políticas de Gestión**") means the servicing and management policies usually applied by the Servicer in relation to the Receivables, as amended from time to time.

"**Société Générale**" means SOCIETE GENERALE, S.A.

"**Spanish Civil Code**" ("**Código Civil**") means Royal Decree of 24 July 1889 publishing the Spanish Civil Code.

"**Special Securitisation Report on the Preliminary Portfolio**" ("**Informe Especial de Titulización sobre la Cartera Preliminar**") means the report issued by Deloitte for the purposes of article 22 of the EU Securitisation Regulation on certain features and attributes of a sample of the 465 selected loans, including verification of (i) the accuracy of the data disclosed in the stratification tables included in section 2.2.2.2 of the Additional Information, (ii) the fulfilment of the Eligibility Criteria as set forth in section 2.2.2.3.3 of the Additional Information, and (iii) the CPR tables included in section 4.10 of the Securities Note.

"**SSPE**" means a securitisation special purpose entity.

"**STS Notification**" ("**Notificación STS**") means the STS notification to be submitted by the Originator to ESMA in accordance with article 27 of the EU Securitisation Regulation.

"**STS-Securitisation**" ("**Titulización-STS**") means a simple, transparent and standardised securitisation according to the EU Securitisation Regulation.

"**STS Verification**" ("**Verificación STS**") means the assessment of the compliance of the Notes with the requirements of articles 19 to 22 of the EU Securitisation Regulation prepared by PCS.

"**Subscriber**" ("**Entidad Suscriptora**") means BANCO SANTANDER, S.A. as Subscriber of (i) the Class F Notes; (ii) the Class A Notes not placed among qualified investors by the Joint Lead Managers; and (iii) the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes not placed among qualified investors by Banco Santander, in accordance with the provisions of the Management, Placement and Subscription Agreement.

"**Start-Up Expenses Loan**" ("**Préstamo de Gastos Iniciales**") means the subordinated loan granted by Banco Santander to the Fund for an amount of TWO MILLION EUROS (€ 2,000,000), to be used for the purposes of financing the expenses incurred in the incorporation of the Fund and issue of the Notes.

"**Start-Up Expenses Loan Agreement**" ("**Contrato de Préstamo de Gastos Iniciales**") means the subordinated loan agreement for an amount of TWO MILLION EUROS (€ 2,000,000) to be entered into by the Management Company, for and on behalf of the Fund, and Banco Santander, to be used for the purposes of financing the expenses incurred in the incorporation of the Fund and issue of the Notes.

"**Start-Up Expenses Loan Provider**" ("**Proveedor del Préstamo Subordinado**") means Banco Santander.

"**Subordination Event**" ("**Supuesto de Subordinación**") means the occurrence of any of the following events in respect of any Determination Date prior to the Legal Maturity Date, or the Early Redemption of the Notes:

(a) The Cumulative Default Ratio exceeds on the Determination Date immediately preceding the following Payment Dates:

December 2023:	1.30%;
March 2024:	1.60%;
June 2024:	1.90%;
September 2024:	2.30%;
December 2024:	2.60%;
March 2025:	3.00%;
June 2025:	3.30%;
September 2025:	3.60%;
December 2025:	3.90%;
March 2026:	4.20%;
June 2026:	4.50%;
September 2026:	4.80%;
December 2026:	5.10%;
As from March 2027:	5.50%; or

(b) the Outstanding Balance of the Receivable arising from Loans granted to the same Borrower, as at the immediately preceding Determination Date, is equal to, or higher than 0.10% of the Outstanding Balance of the Receivables; or

(c) the Seller defaults in the performance or observance of any of its obligations under any of the Transaction Documents to which it is a party (unless such defaults are remedied within the earlier of thirty (30) Business Days or the Purchase Date); or

(d) an Event of Replacement of the Servicer (as this term is defined in section 3.7.1.1 of the Additional Information) occurs; or

(e) a Swap Counterparty Downgrade Event (as this term is defined in section 4.8.1 of the Securities Note) occurs and none of the remedies provided for in the Interest Rate Swap Agreement and described in section 3.4.8.1 of the Additional Information are put in place within the term required thereunder; or

(f) exercise of Seller's Call Options;

(g) a Clean-Up Call Event occurs; or

(h) if the positive difference between:

(i) the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, minus the aggregate of the Outstanding Balance of the Non-Defaulted Receivables on the Determination Date; and

(ii) the Available Funds, following the fulfilment of the Pre-Enforcement Priority of Payments until (and including) the tenth (10^{th}) place as provided in section 3.4.7.2 (ii) of the Additional Information, on that Determination Date immediately preceding the relevant Payment Date,

is greater than TWELVE MILLION EUROS (€ 12,000,000).

"**Subscription Date**" ("**Fecha de Suscripción**") means 21 July 2023.

"**Subscription Period**" ("**Periodo de Suscripción**") means the Subscription Date from 9.00 CET until 12.00 CET.

"**Swap Collateral Account**" ("**Cuenta de Colateral Swap**") means the Euro denominated account established in the name of the Fund, or such other substitute account as may be opened in accordance with the Reinvestment Agreement.

"**Swap Counterparty**" ("**Contrapartida del Swap**") means Banco Santander, S.A.

"**Swap Counterparty Downgrade Event**" ("**Supuesto de Descenso en la Calificación de la Contrapartida del Swap**") means the circumstance that the Swap Counterparty or its credit support provider, pursuant to the Interest Rate Swap Agreement (as applicable), suffers a rating downgrade below the Swap Required Ratings.

"**Swap Early Termination Amount**" ("**Importe de Terminación Anticipada del Swap**") means any payment due to the existing Swap Counterparty by the Fund or to the Fund by the existing Swap Counterparty, including interest that may accrue thereon, under the existing Interest Rate Swap Agreement in case of early termination of the Interest Rate Swap Agreement due to an "event of default" or "termination event" under the Interest Rate Swap Agreement.

"**Swap Replacement Proceeds**" ("**Importe por sustitución del Swap**") means any amounts received from a replacement Swap Counterparty in consideration for entering into a replacement Interest Rate Swap Agreement.

"**Swap Required Ratings**" ("**Ratings Requeridos del Swap**") means the initial and subsequent ratings required to the Swap Counterparty under the Interest Rate Swap Agreement by each Rating Agency, which will depend on the ratings allocated by each Rating Agency to the Swap Counterparty from time to time. The initial required ratings to the Swap Counterparty are set out in section 3.4.8.1 of the Additional Information.

"**T2**" means the Real-Time Gross Settlement System operated by the Eurosystem.

"**T2 Business Day**" ("**Día Hábil T2**") means a day on which T2 is open.

"**Tax Change Call Option**" ("**Opción de Compra por un Evento de Cambio Fiscal**") means the event by virtue of which the Seller has the option to (but not the obligation) to instruct the Management Company to carry out an Early Liquidation of the Fund and an Early Redemption of the Notes in whole (but not in part) and hence repurchase at its own discretion all outstanding Receivables, when a Tax Change Event occurs.

"**Tax Change Event**" ("**Evento de Cambio Fiscal**") means any event after the Date of Incorporation arising from changes in relevant taxation law and accounting provisions and/or regulation (or official interpretation of that taxation law and accounting provisions and/or regulation by authorities) as a consequence of which the Fund is or becomes at any time required by law to deduct or withhold, in respect of any payment under any of the Notes, any present or future taxes, levies or governmental charges, regardless of their nature, which are imposed under any applicable legal system or in any country with competent jurisdiction, or for the account of, any political subdivision thereof or government agency authorised to levy taxes, that materially affects the allocation of benefits among the parties of the transaction.

"**Third Party Verification Agent (STS)**" ("**Tercero Verificador**") means PCS.

"**Transaction Documents**" ("**Documentos de la Operación**") means (i) Deed of Incorporation of the Fund; (ii) the Master Sale and Purchase Agreement; (iii) the Management, Placement and Subscription Agreement; (iv) the Start-Up Expenses Loan Agreement; (v) the Reinvestment Agreement; (vi) the Paying Agent Agreement; (vii) the Interest Rate Swap Agreement; and (viii) any other documents executed from time to time after the Date of Incorporation in connection with the Fund and designated as such by the relevant parties.

"**Transfer Tax and Stamp Duty Act**" ("**Ley del Impuesto sobre Transmisión y Actos Jurídicos Documentados**") means the consolidated text of the Transfer Tax and Stamp Duty Act approved by Legislative Royal Decree 1/1993 of 24 September.

"**UK**" ("**Reino Unido**") means the United Kingdom.

"**UK Affected Investors**" ("**Inversores Afectados del Reino Unido**") has the meaning given to it in section 2.2.2 (*Related to legal and regulatory risks)* of the Risk Factors.

"**UK Due Diligence Requirements**" ("**Requisitos de Diligencia Debida del Reino Unido**") has the meaning given to it in section 2.2.2 (*Related to legal and regulatory risks)* of the Risk Factors.

"**UK MiFIR**" ("**MiFIR de Reino Unido**") means Regulation (EU) No 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA.

"**UK MiFIR Product Governance Rules**" ("**Normas de Gobernanza de Producto de MiFIR de Reino Unido**") means Handbook Product Intervention and Product Governance Sourcebook.

"**UK PRIIPS Regulation**" ("**Reglamento PRIIPS de Reino Unido**") means Regulation (EU) No. 1286 of the European Parliament and of the Council of 26 November 2014 on key information documents for package retail and insurance-based investment products, as it forms part of the domestic law of the UK by virtue of the EUWA.

"**UK Securitisation Regulation**" ("**Reglamento de Titulización de Reino Unido**") means Regulation (EU) 2017/2402 as retained under the domestic laws of the United Kingdom as "retained EU law", by operation of the EUWA, as amended by the Securitisation EU Exit Regulations.

"**UK STS**" ("**STS del Reino Unido**") has the meaning given to it in section 2.2.2 (*Related to legal and regulatory risks)* of the Risk Factors.

"**UniCredit**" means UNICREDIT BANK AG.

"**United States Securities Act**" ("**Ley de Valores de Estados Unidos**") means the United States Securities Act of 1933, as amended.

"**U.S. Risk Retention Rules**" ("**Reglas de Retención del Riesgo de Estados Unidos**") means the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934, as amended.

"**VAT Act**" ("**Ley del IVA**") means the Law 37/1992, of 28 December, on Value Added Tax.

"**Volcker Rule**" ("**Regla Volcker**" o "**Ley Volcker**") means section 619 of the U.S. Dodd-Frank Act and the corresponding implementing rules.

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