

# FONDO DE TITULIZACIÓN MAGDALENA 11

(a Spanish securitisation fund (fondo de titulización))

EUR 197,100,000 Portfolio Credit Linked Notes due 2056



Fund sponsored and managed by:

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

## The Notes; Application to the *Mercado Alternativo de Renta Fija*

**Fondo de Titulización MAGDALENA 11** (the "Issuer"), a securitisation fund (*fondo de titulización*), duly incorporated under the relevant provisions of Law 5/2015 dated 27 April (*Ley 5/2015, de 27 de abril, de fomento de la financiación empresarial*), with LEI code 959800LUEAJT0JHJUP76 and with Spanish Tax Identification Number (*N.I.F.*) V-75262378, has issued on 18 November 2024 (the "**Incorporation Date**") the EUR 197,100,000 portfolio credit linked notes due 2056, with ISIN ES0305863005 (the "Notes").

Santander de Titulización, S.G.F.T., S.A., a management company (*sociedad gestora de fondos de titulización*) duly incorporated under the laws of Spain, registered in the special registry established for such purpose by the *Comisión Nacional del Mercado de Valores* under number 1 and with registered office at Juan Ignacio Luca de Tena, 9-11, 28027 Madrid, is the management company (*sociedad gestora*) of the Issuer (the "**Management Company**") and requests the admission (*incorporación*) of the Notes in compliance with this Information Memorandum (*Documento Informativo de Incorporación al Mercado*) (the "**Information Memorandum**") to listing on the Alternative Fixed-Income Market (*Mercado Alternativo de Renta Fija*) ("**MARF**").

This Information Memorandum is the one required by MARF Circular 2/2018 of 4 December on admission and removal of notes in the Alternative Fixed-Income Market ("**Circular 2/2018**"). MARF is a multilateral trading facility (MTF) and it is not a regulated market in accordance with the provisions of article 68 of the Law 6/2023, of 17 March, on the Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*) ("**LMVSI**"). There is no guarantee that the Notes will retain their quoted price once traded on the MARF. There is no assurance that the Notes will be widely distributed and actively traded on the market because at this time there is no active trading market. The development or the liquidity of a trading market for the Notes cannot be guaranteed.

**This Information Memorandum does not constitute a prospectus (*folleto informativo*) approved and registered with the National Securities Market Commission (*Comisión Nacional del Mercado de Valores*) ("**CNMV**"). The issue of the Notes does not constitute a public offering in compliance with article 35 of the LMVSI, which provides for an exemption from the obligation to approve, register and publish a prospectus with the CNMV. The issue is directed exclusively to professional clients or qualified investors in compliance with articles 194 to 196 of the LMVSI, article 112 of Royal Decree 813/2023 of 8 November and article 2(e) of the 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 (the "**Prospectus Regulation**").**

No action has been taken in any jurisdiction to permit a public offering of the Notes or the distribution of the Information Memorandum or any other offering materials in any country or jurisdiction in which such actions are required for those purposes.

MARF has not made any verification or check regarding this Information Memorandum, or the contents of the other documentation and information provided by the Issuer in compliance with Circular 2/2018.

## Obligations of Issuer Only

The Notes will be obligations of the Issuer only and will not be obligations or responsibilities of, or guaranteed by, any of the other parties to the transactions described in this Information Memorandum and any suggestion otherwise, express or implied, is expressly excluded.

## Form of Notes

The Notes have been issued and are represented book-entry form (*anotaciones en cuenta*), registered with the *Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal* ("**Iberclear**") as managing entity of the central registry of the Spanish clearance and settlement system (the "**Spanish Central Registry**"), as further described in the section entitled "*Summary of Clearance and Settlement procedures applicable to Notes*" of this Information Memorandum.

The Notes have not been approved or disapproved by the United States Securities and Exchange Commission (the "**SEC**"), any state securities commission in the United States or any other regulatory authority in the United States, nor

have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of this Information Memorandum. Any representation to the contrary is a criminal offence in the United States. The Issuer has not been registered under the Investment Company Act of 1940, as amended (the "**Investment Company Act**") and the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or any state securities laws. The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act ("**Regulation S**") and the Notes may not at any time be offered or sold within the United States or to (a) U.S. Persons as defined in Regulation S, or (b) any person that is not either (x) a "foreign located person" as that term is defined in Rule 3.10(c) promulgated by the Commodity Futures Trading Commission ("**CFTC**") under the Commodity Exchange Act of 1936 (as amended) (the "**CEA**") or (y) a "non-United States person", as defined in Rule 4.7(a)(1)(iv) issued by the CFTC under the CEA, collectively "**U.S. Persons**". See "*Subscription and Sale*".

#### **Product governance standards under MiFID II - The target market will only be eligible counterparties and professional clients**

Exclusively for the purposes of the product approval process to be carried out by each producer, following the assessment of the target market for the Notes, it has been concluded that: (i) the market to which the Notes are intended to be issued is solely for "eligible counterparties" and "professional clients" as defined for each of these terms in the Directive 2014/65/EU 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 ("**MiFID II**") and their implementing legislation and (ii) all channels of distribution of the Notes to eligible counterparties and professional clients are appropriate.

Any person who, after the initial placement of the Notes, offers, sells, places, recommends or otherwise makes available the Notes (the "**Distributor**") shall take into account the assessment of the producer's target market. However, any Distributor subject to MiFID II shall be responsible for carrying out its own assessment of the target market with respect to the Notes (either by applying the evaluation of the target market of the producer or/and to identify appropriate distribution channel.

#### **Ban of sales to retail investors in the European Economic Area – 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 European economic area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no Key Information Document required by Regulation (EU) no 1286/2014 (the "**PRIIPS Regulation**") for offering or selling this note or otherwise making it available to retail investors in the EEA has been prepared and therefore offering or selling this Note or otherwise making it available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

#### **Risk Factors**

Each person contemplating making an investment in the Notes must make its own investigation and analysis of the creditworthiness of the Issuer, the Swap Counterparty and the Reference Portfolio and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience and any other factors which may be relevant to it in connection with such investment. A prospective investor who is in any doubt whatsoever as to the risks involved in investing in the Notes should consult its own independent professional advisors.

It should be remembered that the price of the Notes and the income from them can go down as well as up.

A discussion of certain factors, which should be considered by prospective Noteholders in connection with an investment in the Notes, is set out in the section entitled "*Risk Factors*".

#### **Arranger and Lead Manager**



The date of this Information Memorandum is 18 November 2024

## **Responsibility Statements**

The Management Company accepts responsibility for the information contained in this Information Memorandum other than the information in the sections entitled "*Overview of Origination and Servicing of Reference Obligations*", "*Description of the Initial Reference Portfolio*" and "*Banco Santander, S.A.*" (the "**Santander and Portfolio Information**"). To the best of the knowledge and belief of the Management Company (which has taken all reasonable care to ensure that such is the case) the information contained in this Information Memorandum (other than the Santander and Portfolio Information) is in accordance with the facts and does not omit anything likely to affect the meaning of such information.

The Santander and Portfolio Information has been accurately reproduced and as far as the Management Company is aware and is able to ascertain from such information, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Notes are only intended to be offered in the primary market to, and held by, investors who are particularly knowledgeable in investment matters.

## **Representations about the Notes**

No person is or has been authorised in connection with the issue and sale of the Notes to make any representation or provide any information other than as contained in this Information Memorandum and, if given or made, such representation or information should not be relied upon as having been authorised by or on behalf of the Management Company, the Issuer, the Arranger, the Lead Manager, the Paying Agent, the Swap Counterparty, the Deposit Bank, the Subordinated Lender or the Calculation Agent (the "**Transaction Parties**") (each as described in this Information Memorandum) or any person affiliated with them.

None of the Transaction Parties or any person affiliated with them have separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Transaction Parties or any person affiliated with them as to the accuracy or completeness of the information contained in this Information Memorandum or any other information supplied in connection with the Notes, their distribution or the future performance and adequacy of the Notes. Each person receiving this Information Memorandum acknowledges that such person has not relied on any of the Transaction Parties or any other person affiliated with any of them in connection with any investigation of the accuracy of the information contained herein and/or its investment decision.

## **Financial condition of the Issuer**

Neither the delivery of this Information Memorandum nor the offer, sale, allocation, solicitation or delivery of any Note shall, in any circumstances, create any implication or constitute a representation that there has been no adverse change or event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the Issuer or in any other information contained herein since the date of this Information Memorandum or that the information contained herein is correct as at any time subsequent to the date of this Information Memorandum.

## **Selling Restrictions**

No action has been or will be taken to permit a public offering of the Notes or the distribution of this Information Memorandum in any jurisdiction except as described in this Information Memorandum. The distribution of this Information Memorandum and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum (or any part thereof) comes are required by the Issuer and the Lead Manager to inform themselves about and to observe any such restrictions.

Neither this Information Memorandum nor any part hereof constitutes an offer of, or an invitation by, or on behalf of, the Issuer or the Lead Manager to subscribe for or purchase any of the Notes. Neither this Information Memorandum, nor any part hereof, may be used for or in connection with an offer to, or solicitation by, any person in any jurisdiction or in any circumstance in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Information Memorandum nor any part hereof nor any other prospectus, form of application, advertisement, other offering material or other information may be issued, distributed or published in any country or jurisdiction (including Spain), except in circumstances that will result in compliance with all applicable laws, orders, rules and regulations.

None of the Issuer or the Lead Manager or any of their representatives is making any representation to any offeree or purchaser of the Notes offered by this Information Memorandum regarding the legality of an investment by such an offeree or purchaser under appropriate legal, investment or similar laws. Prospective purchasers should consult with their advisers as to the legal, tax, business, financial and related aspects of a purchase of the Notes.

For a further description of certain restrictions on offers and sales of the Notes and distribution of this Information Memorandum, see "*Subscription and Sale*" below.

**Any individual intending to invest in any instrument described in this Information Memorandum should consult his or her professional adviser and ensure that he or she fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.**

### **Withholding Tax**

Payments of interest, principal and premium (if any) in respect of the Notes will be made subject to any applicable withholding taxes and none of the Issuer, the Paying Agent nor any other person will be obliged to pay additional amounts as a consequence thereof. See "*Taxation in Spain*".

### **Interpretation**

References in this Information Memorandum to "**Euro**", "**EUR**" and "**€**" are to the single currency introduced in some Member States of the European Community at the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community.

Certain figures included in this Information Memorandum have been subject to rounding adjustments. Accordingly, figures shown for the same category in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

Capitalised terms used in this Information Memorandum, unless otherwise indicated, have the meaning set out in this Information Memorandum. A glossary of defined terms which are used but otherwise undefined in this Information Memorandum is set out in the section entitled "*Glossary of Defined Terms*".

An index of defined terms appears at the end of this Information Memorandum.

Any website mentioned herein does not form part of this Information Memorandum.

### **Documents Incorporated by Reference**

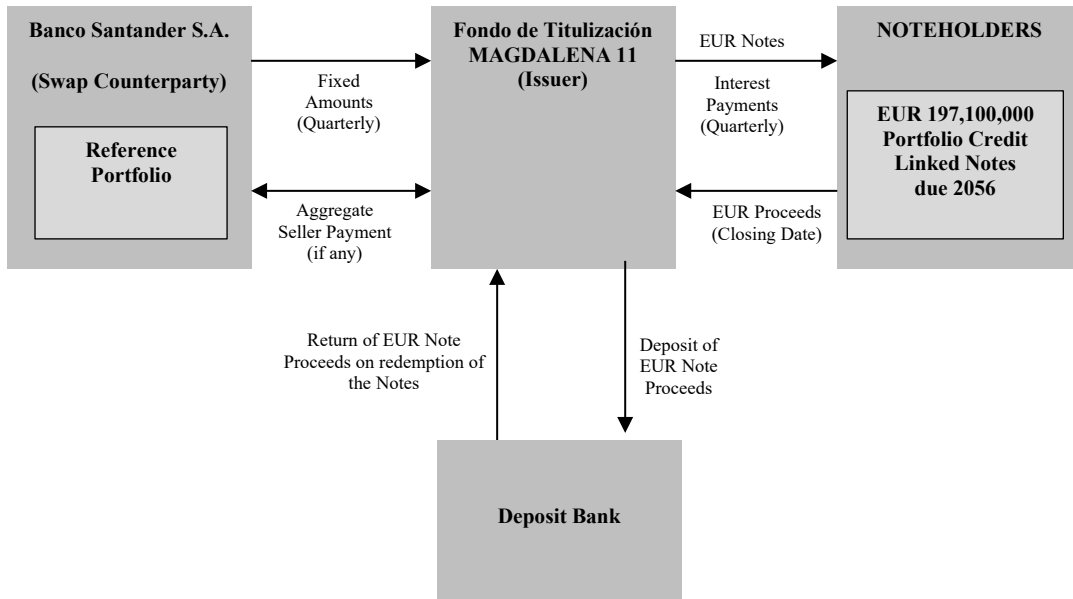
All amendments and supplements to this Information Memorandum prepared by the Issuer from time to time shall be deemed to be incorporated in, and to form part of, this Information Memorandum, **provided, however, that** any statement contained in this Information Memorandum or in any of the documents incorporated by reference in, and forming part of, this Information Memorandum shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such statement.

## CONTENTS

	<b>Page</b>
TRANSACTION DIAGRAM.....	1
OVERVIEW OF THE TRANSACTION.....	2
TRANSACTION PARTIES.....	4
RISK FACTORS.....	5
OVERVIEW OF ORIGINATION AND SERVICING OF REFERENCE OBLIGATIONS .....	26
DESCRIPTION OF THE INITIAL REFERENCE PORTFOLIO .....	41
ISSUER .....	46
CREDIT DEFAULT SWAP .....	48
ELIGIBILITY CRITERIA AND PORTFOLIO GUIDELINES .....	65
REFERENCE REGISTER .....	69
THE DEPOSIT BANK AGREEMENT .....	71
SUMMARY OF OTHER TRANSACTION DOCUMENTS .....	73
USE OF PROCEEDS .....	75
<i>ASESOR REGISTRADO</i> (REGISTERED ADVISOR) .....	76
TERMS AND CONDITIONS OF THE NOTES .....	80
BANCO SANTANDER, S.A. ....	96
TAXATION IN SPAIN.....	97
SUBSCRIPTION AND SALE .....	99
GENERAL INFORMATION .....	102
REPORTING OBLIGATIONS UNDER THE SECURITISATION REGULATION.....	103
GLOSSARY OF DEFINED TERMS.....	107
INDEX OF DEFINED TERMS .....	122

## TRANSACTION DIAGRAM

This summary of terms and transaction overview is qualified in its entirety by reference to the detailed information appearing elsewhere in this Information Memorandum. In the event of any inconsistency between this summary of terms and transaction overview and the information provided elsewhere in this Information Memorandum, the information provided elsewhere in this Information Memorandum shall prevail.



## OVERVIEW OF THE TRANSACTION

The Issuer will, concurrently with the issuance of the Notes, enter into a Credit Default Swap with the Swap Counterparty in respect of the Reference Portfolio. Banco Santander, S.A. has approved the Transaction by means of the resolutions adopted by the executive committee of its Board of Directors in a meeting held on 4 November 2024.

The securitisation constituted by the Notes is backed by a pool of underlying exposures that are homogeneous in terms of asset type. For the purposes of Commission Delegated Regulation (EU) 2019/1851, as amended by Commission Delegated Regulation (EU) 2024/584 (the "**RTS**"), the Reference Obligations correspond to the asset type in Article 1(a)(iv) of the RTS, being mortgage and non-mortgage loans and/or credit lines to micro, small, medium or large enterprises (including self-employed persons). For the purposes of Article 1(b) and (c) of the RTS, the Reference Obligations are underwritten in accordance with standards that apply similar approaches for assessing associated credit risk and are serviced in accordance with similar procedures for monitoring, collecting and administering cash receivables. The homogeneity factor applied for the purposes of Article 1(d) of the RTS is the homogeneity factor in Article 2(3)(b)(ii) of the RTS.

On the Closing Date, the Issuer will utilise the proceeds of the issue of the Notes to make a deposit into the Issuer Account in EUR.

Pursuant to the terms of the Credit Default Swap, on each Note Payment Date, the Swap Counterparty is required to pay to the Issuer the Fixed Amount in respect of that Note Payment Date calculated pursuant to the terms of the Credit Default Swap. The Issuer will use such Fixed Amounts, together with income received on the Issuer Account to pay interest on the Notes on each Note Payment Date.

In return for payment of the Fixed Amounts, the Issuer has agreed under the terms of the Credit Default Swap that, if a Credit Event occurs and the Conditions to Settlement are satisfied in respect of a Reference Obligation, the Issuer will pay to the Swap Counterparty on each Note Payment Date an amount in EUR equal to the Aggregate Seller Payment (if any) determined in respect of the Calculation Period ending prior to such Note Payment Date.

On any date on which the Notes fall due for redemption, the funds standing to the credit of the Issuer Account will be used to redeem the Notes, subject to and in accordance with the terms and conditions of the Notes (the "**Conditions**").

Banco Santander, S.A., in its condition as originator, will, on or about the date of this Information Memorandum, procure a notification to be submitted to ESMA, in accordance with Article 27 of the Securitisation Regulation, that the requirements of Articles 26(b) to 26(e) of the Securitisation Regulation have been satisfied with respect to the Notes.

The Issuer has used the services of Prime Collateralised Securities (PCS) EU Limited ("**PCS**") as a verification agent authorised under Article 28 of the Securitisation Regulation in connection with an assessment of the compliance of the Notes with the requirements of the Securitisation Regulation (the "**STS Verification**") and to prepare an assessment of compliance of the Notes with the relevant provisions of Article 13 of the Commission Delegated Regulation (EU) 2018/1620 (together with the STS Verification, the "**STS Assessments**"). It is expected that the STS Assessments prepared by PCS will be available on the PCS website (<https://www.pcsmarket.org/sts-verification-transactions>) together with detailed explanations of its scope at <https://pcsmarket.org/disclaimer/> on and from the Closing Date. For the avoidance of doubt, this PCS website and the contents thereof do not form part of this Information Memorandum.

No assurance can be provided that the securitisation transaction described in this Information Memorandum does or will continue to qualify as an STS securitisation under the Securitisation Regulation as at the date of this Information Memorandum or at any point in time in the future. For further information, see the section entitled "*Risk Factors – General Risks – Simple, Transparent and Standardised Securitisations*".

The Swap Counterparty has sought, or intends to seek, permission from its competent supervisory authority to calculate the risk weighted amounts in respect of the Reference Portfolio in accordance with the securitisation framework, based on the transaction meeting the requirements for significant risk transfer under the CRR, including the requirements to permit the Swap Counterparty to calculate the risk-weighted

exposure amounts in respect of the senior securitisation positions in accordance with article 270 of the CRR.



## TRANSACTION PARTIES

<b>Issuer</b>	Fondo de Titulización MAGDALENA 11 (the " <b>Issuer</b> "), a Spanish securitisation fund ( <i>fondo de titulización</i> ) incorporated on 18 November 2024 by means of a deed of incorporation executed before the Notary Public of the city of Madrid Mr José María Mateos Salgado (the " <b>Deed of Incorporation</b> ") and managed and legally represented by
<b>Management Company</b>	Santander de Titulización, S.G.F.T., S.A., a management company incorporated in December 1992, registered in the special registry established for such purpose by the Spanish Securities Market Regulator ( <i>Comisión Nacional del Mercado de Valores</i> or " <b>CNMV</b> ") under number 1 and with registered office at Juan Ignacio Luca de Tena, 9-11, 28027 Madrid.
<b>Swap Counterparty</b>	Banco Santander, S.A., a Spanish credit institution registered with the Bank of Spain with number 0049 and with registered office at Santander, Paseo de Pereda, 9-12.
<b>Deposit Bank</b>	Banco Santander, S.A. (the " <b>Deposit Bank</b> ").
<b>Paying Agent</b>	Banco Santander, S.A. (the " <b>Paying Agent</b> ").
<b>Calculation Agent</b>	Banco Santander, S.A. (the " <b>Calculation Agent</b> ").
<b>Subordinated Lender</b>	Banco Santander, S.A. (the " <b>Subordinated Lender</b> ").
<b>Independent Accountants</b>	Deloitte, S.L. (the " <b>Independent Accountants</b> ").
<b>MARF Registered Advisor</b>	Santander de Titulización, S.G.F.T., S.A.
<b>Arranger</b>	Banco Santander, S.A. (acting under its brand name Santander Corporate & Investment Banking).
<b>Lead Manager</b>	Banco Santander, S.A. (acting under its brand name Santander Corporate & Investment Banking).

## RISK FACTORS

*The following is a summary of certain aspects of the Notes, the Issuer and the related transactions and Transaction Parties about which prospective Noteholders should be aware. Prior to making an investment decision, prospective investors should consider carefully all of the information set out in this Information Memorandum, including the risk factors detailed below. This summary is not intended to be exhaustive, and prospective Noteholders should make their own independent evaluations of all risk factors and should also read the detailed information set out elsewhere in this Information Memorandum prior to making an investment decision.*

### **Legal status of the Issuer**

#### ***Nature of the Issuer and obligations of the Management Company***

The Issuer is an isolated pool of assets without legal personality that, pursuant to Law 5/2015 is managed by the Management Company duly licensed for such purposes. The Issuer's liability for its obligations vis-à-vis its creditors (including the holders of the Notes) shall be limited in recourse to the extent of its assets and none of the Transaction Parties shall be responsible for any of the Issuer's liabilities.

The Management Company will perform for the Issuer those duties attributed to it in Law 5/2015, as well as the safeguarding of the best interest of the holders of the Notes and any other creditors of the Issuer.

The Noteholders and the other ordinary creditors of the Issuer shall not have any right of action either against the Issuer or against the Management Company other than from non-performance of their respective duties or non-compliance with the provisions of the Deed of Incorporation and the applicable laws and regulations. Any such actions will need to be resolved in the (corresponding) judicial proceedings. The Noteholders will have no recourse to the Issuer or the Management Company based only on delinquency or payment default by the Reference Entities or breach of agreement by third parties.

#### ***Mandatory replacement of the Management Company***

In accordance with article 33 of Law 5/2015, if the Management Company is subject to an insolvency proceeding (*concurso*), without prejudice to the effects of such insolvency proceeding (as described below), it shall find another management company to replace it. If four (4) months have elapsed since the occurrence of the event requiring the replacement and a new management company that is prepared to take over the management of the Issuer has not been found, a trigger event for the early liquidation of the Issuer will occur and the Notes and other obligations of the Issuer will be redeemed or repaid, as the case may be, in accordance with the provisions of the Deed of Incorporation.

#### ***Insolvency***

The insolvency proceeding (*concurso*) of any of the parties involved (whether it be the Management Company, the Deposit Bank or any other counterparty of the Issuer) could affect their contractual relations with the Issuer as provided in the reinstated version of the Insolvency Law (*Texto Refundido de la Ley Concursal*), approved by the Royal Legislative Decree 1/2020, of 5 May (the "**Spanish Insolvency Law**").

In this respect, if the Management Company is declared insolvent (*concurso*), it must be replaced by another management company as indicated above. In the event of insolvency of the Management Company, any assets of the Issuer that are in the possession of the Management Company and in respect of which the Management Company has no right of use, surety or retention -except for money due to its fungible nature- and that form part of the latter's assets will be construed as belonging to the Issuer, and the insolvency officials (*administración concursal*) must deliver them to the Issuer.

In practice, due to the nature of the securitisation transaction in question, and except in the event of a breach by the parties, no cash amounts will become part of the assets of the Management Company since the amounts that constitute the revenues of the Issuer must be deposited, in accordance with the terms set forth in the Deed of Incorporation and the relevant Transaction Documents, in the accounts opened on behalf of the Issuer by the Management Company (which will be involved in opening such accounts not only as the agent of the Issuer, but as its legal representative). Therefore, the Issuer would be entitled to absolute separation of those assets from the Management Company in this respect, in the terms set forth in articles 239 and 240 of the Spanish Insolvency Law.

Banco Santander, S.A. is also subject to Law 11/2015, of 18 June 2015, on the recovery and resolution of credit entities and investment firms (*Ley 11/2015, de 18 de junio, de recuperación y resolución de entidades de crédito y empresas de servicios de inversión*), which implements in Spain the Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms ("**BRRD**"). Application of those provisions may delay or in certain cases impede the recovery of the amounts deposited in accounts opened in Banco Santander, S.A. as Deposit Bank.

The Issuer cannot be subject to insolvency proceedings (*concurso*) under the Spanish Insolvency Law, although it can be liquidated upon occurrence of any of the events set forth in its Deed of Incorporation.

## **Investor Suitability**

### ***Investor Considerations***

The Notes are complex securities and prospective investors should ensure that they have sufficient knowledge, experience and access to professional advisers with the expertise necessary to evaluate the information contained in this Information Memorandum and to make their own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Notes and that they consider the suitability of the Notes as an investment in light of their own circumstances and financial condition. An investor should not purchase Notes unless it understands the principal repayment, credit, liquidity, market and other risks associated with the Notes.

### ***The Notes may not be a suitable investment for all investors***

Each potential investor in the Notes must determine the suitability of such investment in light of its own financial and risk circumstances. In particular, each potential investor should:

- (a) be capable of bearing the economic risk of an investment in the Notes for the period up until the date on which the Notes mature and understand that the terms of the Notes are such that they may suffer a loss of some or all of their original principal investment;
- (b) recognise that in case the Notes need to be sold prior to maturity, the investor may have to do so at a substantial discount from the initial price, and as a result may suffer substantial losses;
- (c) have read and understand the terms of the Credit Default Swap at the time of investment and understand the risks associated with an indirect exposure to such agreements and understand that its exposure is synthetic and is to a blind pool of Reference Obligations under the Credit Default Swap;
- (d) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Information Memorandum;
- (e) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (f) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;
- (g) understand thoroughly the terms of the Notes and be familiar with the behaviours of any relevant financial markets;
- (h) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and
- (i) undertake such due diligence as it deems necessary in the circumstances in relation to the Swap Counterparty and its business practices, the Reference Portfolio and the manner in which Substitutions can be made to the Reference Portfolio and Recoveries may be determined.

Investors may not rely on any Transaction Party in connection with its determination as to the legality of acquisition of the Notes or as to the other matters referred to in these risk factors. Neither the Management Company, the Issuer nor any of the other Transaction Parties is acting as an investment adviser, or assumes any fiduciary obligation, to any investor in the Notes (except for the duties legally vested on the Management Company by Law 5/2015). The Transaction Parties do not assume any responsibility for conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of any Reference Entity or any other Transaction Party.

The Notes are not a suitable investment for all investors. The Notes are not a conventional investment and carry various unique investment risks, which prospective investors should understand clearly before investing in the Notes. In particular, an investment in the Notes involves the risk of a partial or total loss of investment. An investment in the Notes does not provide the same exposure as a direct investment in the Credit Default Swap or any underlying Reference Obligation.

#### ***Tax consequences of holding the Notes***

Potential investors should consider the tax consequences of investing in the Notes and consult their tax adviser about their own tax situation.

#### **Considerations Related to the Notes**

##### ***Obligations of the Issuer, Limited Assets and Liability under the Notes***

The Issuer is a Spanish securitisation fund (*fondo de titulización*) with no business operations other than the issue of the Notes and the entering into of the Transaction Documents. The Notes are limited recourse obligations of the Issuer and amounts due in respect of the Notes are payable only to the extent that the Issuer receives monies due to it under the Transaction Documents. The Issuer will not have any other funds available to it to meet its obligations under the Notes and its obligations ranking in priority to, or *pari passu* with, the Notes. The only funds available to the Management Company on behalf of the Issuer for and on behalf of the Noteholders and the other Creditors will consist solely of the Available Funds. The Noteholders will have no right to proceed directly against, amongst others, the Swap Counterparty in respect of the Credit Default Swap or to take title to, or possession of, the Available Funds.

The Issuer is the only entity responsible for making any payments on the Notes. The Notes will be obligations of the Issuer only and will not be obligations or responsibilities of, or guaranteed by, any other person or entity. In particular, the Notes will not be obligations or responsibilities of, and will not be guaranteed by, any of the other Transaction Parties or any person affiliated with them.

If distributions of amounts received by the Issuer under the Transaction Documents and the Available Funds are insufficient to make payments on the Notes in full, no other assets will be available for payment of any such shortfall and no debt shall be owed by the Issuer in respect of any such shortfall. The entitlement of the Noteholders in respect of both principal and interest will be limited to the Available Funds applied in accordance with the applicable Priority of Payments and will rank junior to (1) payment of taxes of the Issuer, (2) payment *pari passu* and rateably of any Issuer Operating Expenses then due and, (3) payment or satisfaction of all amounts then due and unpaid to the Swap Counterparty under the terms of the Credit Default Swap.

Accordingly, the Noteholders may receive on redemption an amount less than the face value of their Notes and the Issuer may be unable to pay, in full, interest due on the Notes.

##### ***Limited Funds Available to the Issuer to Pay Expenses***

The funds available to the Issuer to pay Issuer Operating Expenses are subject to receipt of such payment from the Swap Counterparty. In the event that such funds are not sufficient to pay such Issuer Operating Expenses the ability of the Issuer to operate effectively may be impaired, and it may not be able to defend or prosecute legal proceedings that may be brought against it or that it might otherwise bring to protect the interests of the Issuer.

### ***Issuer's Third Party Litigation***

The Issuer's investment activities subject it to the normal risks of becoming involved in litigation by third parties. The expense of defending against claims by third parties and paying any amounts pursuant to settlements or judgments would be borne by the Issuer and would reduce the amounts available for distribution and the Issuer's net assets.

### ***Uncertainty of Final Redemption Date since it is linked to the Termination Date under the Credit Default Swap***

The Final Redemption Date of the Notes is not fixed and is linked to the Termination Date under the Credit Default Swap. The Termination Date under the Credit Default Swap may fall a significant period after 23 July 2054 (being the Scheduled Termination Date) because, for example, of Reference Obligations in respect of which Credit Events have occurred but which have not yet become Verified Reference Obligations.

Conversely, the Final Redemption Date of the Notes may arise much earlier than the Scheduled Redemption Date if, for instance, the Termination Date under the Credit Default Swap occurs earlier as a result of an event of default or certain other termination events under the Credit Default Swap. The circumstances in which the Termination Date may occur earlier than scheduled under the Credit Default Swap are set out in more detail in the Credit Default Swap – see "*Credit Default Swap*" below. No mark-to-market value will be payable by or to the Issuer in respect of any such early occurrence of the Termination Date. In these circumstances, the Noteholders will not have the benefit of any further positive performance in respect of the Notes and each Note will be redeemed at the Principal Balance in accordance with the Liquidation Priority of Payments.

### ***No Market for the Offered Notes; Lack of Liquidity***

The offered Notes are addressed solely to professional clients as defined in article 112 of Royal Decree 813/2023, of 8 November on the legal regime of the investment services companies and of any other entities providing investment services (*Real Decreto 813/2023, de 8 de noviembre, sobre el régimen jurídico de las empresas de servicios de inversión y de las demás entidades que prestan servicios de inversión*) (the "**RD 813/2023**").

The offered Notes are a new issue of securities for which there is currently no market. Neither the Issuer nor the Lead Manager intend to create a market for the offered Notes. Accordingly, no assurance can be given as to the development or liquidity of any market for the offered Notes. Because there is currently no market for the offered Notes, investors must be able to bear the risks of their investment in the offered Notes for an indefinite period of time.

### ***Lack of Liquidity in the Secondary Market May Adversely Affect the Market Value of the Notes***

The secondary market for asset-backed securities has in the past experienced severe disruptions resulting from reduced investor demand for such securities. This has had a material adverse impact on the market value of asset-backed securities and resulted in the secondary market for asset-backed securities experiencing very limited liquidity during such severe disruptions.

If limited liquidity were to occur in the secondary market it could have an adverse effect on the market value of asset-backed securities and instruments similar to the Notes, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the requirements of limited categories of investors. Consequently, an investor in the Notes may not be able to sell or acquire credit protection on its Notes readily and market values of the Notes are likely to fluctuate. Any fluctuations may be significant and could result in significant losses to an investor. It is not known whether such market conditions will reoccur.

### ***Allocations of Loss***

Upon satisfaction of the Conditions to Settlement in respect of one or more Reference Obligations under the Credit Default Swap, the Issuer may be obliged to pay an Aggregate Seller Payment to the Swap Counterparty on a Note Payment Date. If the Issuer is required to make such a payment, the Principal

Balance of the Notes will be reduced, in reverse order of seniority, on such Note Payment Date without any commensurate payment to Noteholders, by the amount of the relevant Aggregate Seller Payment.

### ***Interest Entitlement***

The amount of interest payable on the Notes in respect of a Note Payment Date will be determined by reference to the Principal Balance of the Notes and reductions in the Principal Balance of the Notes will reduce the amount of such interest payable on the Notes accordingly. In certain circumstances, upon the determination of a Credit Protection Adjustment Amount in respect of a Note Payment Date, the Principal Balance of the Notes will be increased and the Interest Amount payable in respect of the Notes on such Note Payment Date will be increased to account for interest that would have otherwise accrued on such amount.

### ***Leveraged Investment***

Under the Credit Default Swap, the Issuer will be required to pay the Aggregate Seller Payment (if positive) to the Swap Counterparty as a result of Credit Events occurring in respect of the Reference Obligations in the Reference Portfolio. The Credit Default Swap is a leveraged arrangement because the Issuer is (and therefore the Noteholders are) exposed to the risks on the entire Reference Portfolio (with an Initial Reference Portfolio Amount of EUR 2,765,684,995.84 (being the sum of the Reference Obligation Notional Amount of each Reference Obligation comprising the Initial Reference Portfolio) while the potential liability of the Issuer for positive Aggregate Seller Payments to the Swap Counterparty under the Credit Default Swap is limited to the Initial Protected Tranche Amount being EUR 197,100,000. The excess of the Initial Reference Portfolio Amount under the Credit Default Swap over this amount increases the risk of loss to the Issuer and the Noteholders. Accordingly, the Noteholders are subject to a higher risk of losing all or part of their investment.

### ***Volatility***

The market value of the Notes may fluctuate with changes in prevailing rates of interest, market perceptions of the risks associated with the Notes, supply and other market conditions. Consequently, any sale of Notes by Noteholders in any secondary market which may develop may be at a discount to the original purchase price of such Notes.

### ***Delays in Redemption Related to the Calculation of the Aggregate Seller Payments***

The Notes will be subject to mandatory or optional redemption as described in paragraph 6 (*Redemption, Reduction, Reinstatement and Cancellation*) of the section entitled "*Terms and Conditions of the Notes*", but redemption payments may be delayed in certain circumstances where Initial Credit Protection Amounts or Worked Out Credit Protection Amounts have not been calculated under the Credit Default Swap in respect of any outstanding Credit Events as of the date of such redemption.

Since the Swap Counterparty may deliver a Credit Event Notice at any time after the occurrence of a Credit Event, Credit Event Notices may have been delivered in respect of one or more Defaulted Reference Obligations on or prior to the Termination Date but the related Worked Out Credit Protection Amount may not have been determined as of such date. In such circumstances, a portion of the Notes equal to the Initial Note Extension Amount shall remain outstanding until the end of the Extension Period. For the avoidance of doubt, the remainder of the Notes will be redeemed on the Termination Date, and only the amount necessary to be retained in accordance with the terms of the Transaction Documents during the Extension Period will be retained.

During the Extension Period, any Notes remaining outstanding shall continue to bear interest, payable quarterly in arrear at the rate specified in paragraph 5 (*Interest*) of the section entitled "*Terms and Conditions of the Notes*".

### ***Early Redemption of the Notes***

Early redemption of the Notes may occur in any of the following circumstances, in each instance at the then Principal Balance of the Notes:

- (i) in whole, following the designation of an Early Termination Date in respect of the Credit Default Swap by either the Issuer or the Swap Counterparty;
- (ii) in whole, following the designation by the Swap Counterparty of an Optional Termination Date in respect of the Credit Default Swap by reason of a Regulatory Event, a Significant Risk Transfer Failure Event, a Clean-up Event or on, or at any time following, the First Optional Termination Date (*provided that* an Initial Termination Date or the Final Exhaustion Date has not already occurred);
- (iii) the occurrence of the Scheduled Termination Date;
- (iv) the occurrence of the Failure Date; or
- (v) in whole, following the occurrence of the Servicer Default / Adverse Policies Amendment Date or the Issuer Liquidation Date (i.e., following four (4) months since the declaration of insolvency of the Management Company where a new management company that is prepared to take over the management of the Issuer has not been found).

On the assumption that full repayment of the Reference Obligations takes place in accordance with their respective contractual repayment schedule (and that the repayment schedule of the Reference Portfolio is not changed as a consequence of any Substitutions), in the event that the Swap Counterparty designates an Early Termination Date by reason of the Clean-up Event immediately upon the occurrence of the date on which the Protected Reference Portfolio Notional Amount has been reduced to or below ten per cent. of the Protected Reference Portfolio Amount, the Early Redemption Date of the Notes would be 23 April 2031.

### ***Regulatory Change and other Regulatory Considerations***

The Credit Default Swap defines "**Regulatory Event**" as meaning that any of the following occurs: (a) a notification or other communication by any applicable regulatory or supervisory authority is received by the Swap Counterparty which states that the amount of regulatory capital which the Swap Counterparty is required to hold in respect of the Reference Portfolio (or the proportion of the Swap Counterparty's total regulatory capital requirement which is referable to the Reference Portfolio) is materially greater than the amount of regulatory capital which the Swap Counterparty anticipated being required to hold in respect of the Reference Portfolio as a consequence of entering into the Transaction (determined by reference to the regulatory requirements in force on the Effective Date); or (b) the Swap Counterparty, acting reasonably, determines that there is a material adverse change in the Swap Counterparty's ability to reflect the full benefit of the Transaction as anticipated by it on the Effective Date as a result of the enactment or effective date of or supplement or amendment to, or a change in, law, policy or official interpretation of any relevant regulations or as a result of any official communication, interpretation or determination made by any relevant regulatory authority, in each case occurring after the Effective Date and which cannot be avoided by the Swap Counterparty using commercially reasonable efforts, provided that in respect of each of (a) and (b) above, such event shall be beyond the Swap Counterparty's reasonable control and the Swap Counterparty shall provide evidence to the Issuer of the occurrence and details thereof.

For the avoidance of doubt, the amount of regulatory capital which the Swap Counterparty anticipates being required to hold in respect of its exposure to the Reference Portfolio:

- (a) shall take into account the Securitisation Framework; and
- (b) shall not take into account either (i) any changes to the Securitisation Framework or any implementing regulations, policies or guidelines in respect thereof announced or published after the Closing Date or (ii) any other proposed changes to any applicable law.

The Credit Default Swap defines "**Significant Risk Transfer Failure Event**" as meaning that an applicable supervisory, regulatory or governmental body gives a written notice to the Swap Counterparty, at any time while the Transaction is in effect, that the Swap Counterparty is not permitted, as a result of the Transaction,

to recognise significant credit risk transfer in respect of the Reference Portfolio in accordance with Article 245(2) or (3) of the CRR.

Circumstances in which a Regulatory Event and/or a Significant Risk Transfer Failure Event could be triggered may include circumstances where the Swap Counterparty is required to subscribe all or a majority of the Notes.

#### ***Principal on the Notes May Be Paid Earlier Than Expected***

The Reference Obligations may be repaid or disposed of prior to the Scheduled Redemption Date. In the event that a Reference Obligation is repaid prior to the Scheduled Redemption Date, the Swap Counterparty is not entitled to replenish the Reference Portfolio pursuant to the terms of the Credit Default Swap and is rather obliged to designate a Portfolio Amortisation Amount. If the Swap Counterparty so designates a Portfolio Amortisation Amount in respect of any Calculation Date, then the Issuer shall, on the immediately following Note Payment Date apply an amount equal to the aggregate of the relevant Available Redemption Funds in or towards redemption of the Notes (together with any accrued but unpaid interest thereon).

No premium will be paid upon an early redemption of the Notes. If Noteholders receive principal on the Notes earlier than expected, Noteholders may not be able to reinvest such principal at a similar rate of return.

#### **Certain benchmark rates, including EURIBOR, may be discontinued or reformed in the future**

The Euro Interbank Offered Rate ("**EURIBOR**") and other interest rate or other types of rates and indices which are deemed to be benchmarks are the subject of ongoing national and international regulatory discussions and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented.

Regulation (EU) No. 2016/1011 (the "**Benchmarks Regulation**") on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds became applicable from 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU. The Benchmark Regulation could have a material impact on any Notes linked to EURIBOR or another benchmark rate or index, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the terms of the Benchmark Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level, or affecting the volatility of the published rate or level, of the benchmark. More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks," trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the discontinuance or unavailability of quotes of certain "benchmarks".

On 21 September 2017, the European Central Bank announced that it would be part of a new working group tasked with the identification and adoption of a "risk free overnight rate" which can serve as a basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area. On 13 September 2018, the working group on Euro risk-free rates recommended the new Euro short-term rate ("**€STR**") as the new risk-free rate for the euro area. The €STR was published for the first time on 2 October 2019. Although EURIBOR has been reformed in order to comply with the terms of the Benchmark Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

Any such consequences could have a material adverse effect on the value of and return on any such Notes. Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmark Regulation reforms or possible cessation or reform of certain reference rates in making any investment decision with respect to any Notes linked to or referencing a benchmark.



## **Risks related to the Transaction Parties**

### ***The Issuer's reliance on the Management Company***

The Issuer has no separate legal personality, it being managed and represented by the Management Company. In the event that the Management Company fails to perform its obligation of the Issuer, the Noteholders may be adversely affected.

### ***The Issuer's Reliance on Certain Transaction Parties***

The Issuer is a party to contracts with a number of third parties who have agreed to perform certain services in relation to, amongst other things, the Notes. For example, the Swap Counterparty has agreed to enter into the Credit Default Swap with the Issuer and the Deposit Bank and the Paying Agent have agreed to provide, amongst other things, payment, administration and calculation services in connection with the Notes. In the event that any relevant third party fails to perform its obligations under the respective agreements to which it is a party, the Noteholders may be adversely affected.

### ***Reliance on Creditworthiness and Performance of Transaction Parties***

The ability of the Issuer to meet its obligations under the Notes will be dependent, where applicable, upon the payment of all sums due from the Swap Counterparty under the Credit Default Swap, the payment of all sums due under the Deposit Bank Agreement by the Deposit Bank, the payment by the Paying Agent of payments required pursuant to the Paying Agency Agreement and upon the performance by all Transaction Parties of their respective obligations under the other Transaction Documents.

Accordingly, Noteholders are exposed, among other things, to the creditworthiness of the Swap Counterparty, the Deposit Bank and the Paying Agent, and should undertake their own due diligence in this regard.

None of the Transaction Parties (other than the Paying Agent and pursuant to that role only) is obliged to make payments to the Noteholders in respect of the Notes. None of the Issuer or any other Transaction Parties guarantees the value of the Notes at any time or is obliged to make good on any losses suffered as a result of Credit Events under the Credit Default Swap or otherwise.

### ***Conflicts***

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 must have in place procedural and organisational measures to prevent potential conflicts of interests.

### ***Roles of Transaction Participants***

Banco Santander, S.A. will be acting in a number of capacities in connection with the transactions described herein which could give rise to conflicts of interests with the Noteholders. Banco Santander, S.A. will be the Swap Counterparty under the Credit Default Swap, the Calculation Agent under the Credit Default Swap and the Deposit Bank.

Banco Santander, S.A. will be the Paying Agent, the Subordinated Lender and the Deposit Bank.

Banco Santander, S.A., and/or its Affiliates, acting in such capacities in connection with such transactions, will have only the duties and responsibilities expressly agreed to by such entity in the relevant capacity and will not, by virtue of its or any of its Affiliates acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided with respect to each such capacity.

### ***Other Business of the Swap Counterparty***

The Swap Counterparty and its Affiliates may engage in other business and furnish investment management, advisory and other types of services to other clients whose investment policies differ from

those followed by the Swap Counterparty under the Credit Default Swap and from which they may derive revenues and profits in addition to the fees stated in the various Transaction Documents, without any duty to account to any person therefor. The Swap Counterparty may make recommendations to or effect transactions with other clients which may differ from those effected with respect to the Credit Default Swap.

#### ***Conflicts between the Swap Counterparty and the Noteholders***

The Noteholders' rights to payment from the Available Funds will be subordinated to the prior rights of, among others, the Swap Counterparty in respect of the Issuer's obligations to the Swap Counterparty under the Credit Default Swap.

#### ***Conflicts between the Noteholders and other creditors***

The Noteholders' rights to payment from the Available Funds will be subordinated to the prior rights of other creditors in accordance with the Priorities of Payments.

#### ***Clearing and settlement***

The Notes will be registered with Iberclear. Consequently, no physical Notes will be issued. Clearing and settlement relating to the Notes, as well as payment of interest and redemption of principal amounts, will be performed within Iberclear's account-based system. Noteholders are therefore dependent on the functionality of Iberclear's account-based system.

Title to the Notes will be evidenced by book entries, and each person shown in the Spanish Central Registry managed by Iberclear and in the registries maintained by the Iberclear Members as being a holder of the Notes shall be (except as otherwise required by Spanish law) considered the Noteholder of the principal amount of the Notes recorded therein.

The Issuer will discharge its payment obligation under the Notes by making payments through Iberclear. Noteholders must rely on the procedures of Iberclear and its participants to receive payments. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, Noteholders of the Notes according to book entries and registries as described in the previous paragraph.

A summary of clearance and settlement procedures applicable to book-entry Notes in Spain is contained under "*Summary of clearance and settlement procedures applicable to book-entry Notes*".

#### **Considerations Related to the Credit Default Swap**

##### ***Credit Exposure to Reference Obligations***

The repayment of principal and, due to the potential reduction in the principal amount, payment of interest on the Notes is conditional upon the performance of the Reference Entities as described herein.

Due to the credit-linked nature of the Notes, investors have a credit exposure to the Reference Obligations via the Credit Default Swap. Defaults, valuations and actual or estimated losses in respect of the Reference Obligations referenced under the Credit Default Swap may affect the extent of losses suffered by Noteholders.

Credit exposure via credit derivative transactions (as in the case of credit-linked notes or synthetic collateralised debt obligations) may involve risks that are additional to those which would occur if investors had a direct holding of the Reference Obligations. The terms of the Credit Default Swap include, in particular, credit events defined therein and a loss calculation methodology which may result in a different (and potentially greater) risk of loss and (if the measure of loss cannot be measured by reference to ultimate recoveries) a different (and potentially greater) measure of loss as compared to the risk of actual default and ultimate recovery applicable to an actual holding in the relevant Reference Obligations of the Reference Entity.

The amount repayable in respect of the Notes is dependent in part upon whether, and the extent to which, one or more Credit Events have occurred in relation to any Reference Obligation on or before the Final Redemption Date. The occurrence of a Credit Event may affect the yield to maturity of the Notes, the rate of principal repayments on the Notes and ultimately the Issuer's ability to redeem the Notes in full. Accordingly, the Issuer, and therefore the Noteholders, will have exposure to the credit risk of the Reference

Portfolio and the Noteholders may lose some or all of the amounts invested in the Notes as a result of Credit Events occurring with respect to all or a portion of the Reference Portfolio. For the avoidance of doubt, the Notes are not intended to be repaid out of the proceeds of any sale of the Reference Obligations and the amounts repayable are therefore not dependent on whether or not such asset sales can be achieved. Investors are referred to the section entitled "*Description of the Initial Reference Portfolio*" for more detailed information in respect of the Initial Reference Portfolio. Upon an Aggregate Seller Payment being paid, the aggregate Principal Balance of the Notes will be reduced in reverse order of seniority by an amount equal to such Aggregate Seller Payment on the relevant Note Payment Date until the Principal Balance of the Notes is zero.

Accordingly, Noteholders will be exposed to the credit risk of the Reference Entities to the full extent of their investment in the Notes.

A reduction in the aggregate Principal Balance of the Notes will affect the Interest Amount due and payable on the Notes on a Note Payment Date and the amount of principal ultimately payable on the Notes on a Note Payment Date insofar as interest and principal on the Notes will only be paid on the relevant Principal Balance.

The Reference Obligations and/or the Reference Obligation Notional Amount of each Reference Obligation may be changed from time to time by the Swap Counterparty, subject to certain conditions set out in the Credit Default Swap. See the sub-sections entitled "*Reference Obligation Notional Amounts*" and "*Substitution*" in the section "*Credit Default Swap*."

#### ***No Legal or Beneficial Interest in Reference Obligations***

Under the terms of the Credit Default Swap, the Issuer will have a contractual relationship only with the Swap Counterparty and will not have any recourse to the Reference Entities. Furthermore, the Swap Counterparty will not be, and will not be deemed to be acting as, the agent or trustee of the Issuer in connection with the exercise of, or the failure to exercise, its rights or powers (if any) arising under or in connection with any Reference Obligation. Consequently, the Credit Default Swap does not constitute a purchase, assignment or other acquisition of any interest in any Reference Obligation. The Issuer, therefore, will have rights solely against the Swap Counterparty in accordance with the Credit Default Swap and will have no recourse against any Reference Entity or to any Reference Obligations or to any guarantor of any Reference Obligations. The Issuer will have no right directly to enforce compliance by the obligor and/or guarantor of a Reference Obligation with the terms of such Reference Obligation or any rights of set-off against the obligor and/or guarantor of a Reference Obligation or any voting rights with respect to any Reference Obligation. The Issuer will not have the benefits of any remedies that would normally be available to a holder of a Reference Obligation. The Reference Obligations will be administered and enforced by the relevant servicer in accordance with the Relevant Lender's credit and collection policies (the "**Credit and Collection Policies**") and servicing principles (the "**Servicing Principles**") as in force from time to time (see the sections entitled "*Overview of Origination and Servicing of Reference Obligations*" and "*Credit Default Swap – The Reference Portfolio*").

None of the Issuer, the Management Company, the Arranger or the Lead Manager has undertaken any legal due diligence in respect of the Reference Portfolio, the Reference Entities or the terms of any Reference Obligation.

#### **The Credit Default Swap is linked to a portfolio of Reference Obligations selected by the Swap Counterparty**

The Reference Obligations referenced by the Credit Default Swap are selected at the discretion of the Swap Counterparty. Whilst the Reference Portfolio is required to satisfy certain eligibility criteria (see "*Eligibility Criteria*" below) and the Credit Default Swap sets out the process, circumstances and conditions relating to the Reference Portfolio being the subject of a Substitution, reduction and removal, any selections will be made in the Swap Counterparty's sole and absolute discretion and acting in its sole commercial interest.

Subject to complying with the specific terms set out in the Credit Default Swap, the Swap Counterparty will make Substitutions in any manner it wishes and the Swap Counterparty is not required to, and will not, take into account the interests of or otherwise seek consent from Noteholders or any other person in making such Substitutions. Accordingly, any such Substitution may have an adverse effect on the credit risk and value of the Notes.

Without limitation to the general discretion referred to above, prospective investors should note that while selecting the Reference Entities for inclusion in the Reference Portfolio (including with respect to Substitutions), the Swap Counterparty may prioritise Reference Obligations which would be harder otherwise to trade or hedge in the Credit Default Swap market on standard terms or by other means and/or which have the highest relative regulatory risk weighting.

Investors may not be able to assess the specific risks associated with any particular Reference Obligation nor be able at any time to identify the exact composition of the Reference Portfolio, the probability of a Credit Event occurring, any correlation between Reference Obligations (such that a Credit Event in respect of one Reference Obligation is likely to result in a Credit Event on other Reference Obligations), the probable Recoveries or any other matter which ordinarily would be assessed when a party assumes credit exposure to one or more Reference Obligations. Investors may not at any time rely on the Issuer, the Swap Counterparty or any of its Affiliates on their behalf to monitor whether or not a Credit Event, potential Credit Event or an event adversely affecting the Reference Entities or the Notes has occurred. Furthermore, upon work out of a Credit Event, the terms relating to precisely how the amounts relating to such work out are determined will not be disclosed to Noteholders.

Other than as set out in the terms of the Credit Default Swap, no assurance can be given that the Reference Portfolio will be fully compliant with the Eligibility Criteria or Portfolio Guidelines (as set out in the Credit Default Swap) at any time and no representation is given by the Issuer, the Swap Counterparty, the Management Company or any other person as to the creditworthiness, expected default rate or expected loss in respect of any Reference Obligation.

Investors must read and understand these criteria carefully in order to understand the potential universe of Reference Obligations which may be referenced by the Credit Default Swap and will be selected by the Swap Counterparty acting in its own commercial interests (which may conflict with those of the Issuer and the Noteholders). Many of such criteria involve subjective determinations by the Swap Counterparty (see further under *"Information observed on Banco Santander, S.A.'s systems is information which has been prepared for Banco Santander, S.A.'s internal use; information may be based on other Relevant Lender information"*).

The Issuer, the Swap Counterparty and/or its Affiliates or any other party may, whether by virtue of the types of relationships described herein or otherwise, at any time, be in possession of information in relation to a Reference Obligation, a Reference Entity or any obligor relating to a Reference Obligation that is or may be material in the context of the issue of the Notes and that may or may not be publicly available or known to the Noteholders. Neither the Notes nor any of the Transaction Documents create any obligation on the part of the Issuer, the Swap Counterparty or any other person to disclose to any Noteholder any such relationship or information (whether or not confidential). Unless otherwise expressly agreed in writing, neither Banco Santander, S.A. nor any of its Affiliates is required to provide any information to the Noteholders at any time regarding the Reference Entities or any obligor relating to the Obligation or the prospect or likelihood of the occurrence of a Credit Event in respect of a Reference Entity.

***Information observed on the Swap Counterparty's systems is information which has been prepared for the Swap Counterparty's internal use; information may be based on other Relevant Lender information***

The determination of certain key matters in relation to the Notes and the Credit Default Swap (such as whether the Eligibility Criteria or Portfolio Guidelines have been satisfied, identifying any security or collateral in respect of a Reference Obligation and, if applicable, the Recoveries in relation to the Reference Obligations that will apply in connection with the determination under the Credit Default Swap of Initial Credit Protection Amounts and Credit Protection Adjustment Amounts in respect of Reference Obligations following the occurrence of a Credit Event (as to which, see *"Risks relating to determination of Credit Protection Adjustment Amounts"*)) is dependent on certain information observed on Banco Santander, S.A.'s internal systems. Such information is prepared for internal purposes and Banco Santander, S.A. and/or its Affiliates make no representation (either express or implied), and do not assume any liability, to third parties with respect to, or for, such information. Each prospective investor in the Notes should ensure that it has had such access to such financial and other information concerning the Swap Counterparty and its Affiliates and the manner in which the Swap Counterparty and its Affiliates run their affairs as it deems necessary and appropriate in order to make an informed investment decision. Furthermore, prospective investors must recognise that the Swap Counterparty's systems and procedures may change from time to time, without notification to any third party including the Noteholders, and, in making any such changes,

neither the Swap Counterparty nor any of its Affiliates is required to take into account the interests of either the Notes or the Noteholders.

In respect of any Reference Obligations, certain key matters may alternatively be determined by reference to information provided by a third party holder of the relevant underlying Obligation in circumstances where, for the purposes of the Credit Default Swap, the Relevant Lender is an entity other than the Swap Counterparty. Such information will be determined on the basis of such matters as the Relevant Lender deems appropriate without regard to either the existence of the Notes or the considerations of the investors.

No representation or warranty whatsoever is given by the Swap Counterparty, any Relevant Lender or any other person as to whether or not such information, data or related determination is accurate or complete or has reasonably been determined.

Accordingly, investors are wholly subject to the quality of such data and information and the procedures, processes and policies of the relevant provider relating to how such data and information is determined and collated. Investors will have no way of verifying such data and other information and are not entitled to carry out any due diligence on such procedures, processes and policies (which, in any event may change from time to time) and will not have any remedy for any errors or omissions in the preparation of such data or information or in the relevant procedures, processes and policies.

#### ***Risks relating to determination of Credit Events***

Following the occurrence of each Credit Event, the Swap Counterparty will determine, in accordance with the terms of the Credit Default Swap, whether and when a Credit Event has occurred with respect to a Reference Obligation. Such determination will be verified by the Independent Accountants and Noteholders will be bound by such determination. The Swap Counterparty will behave in respect of any Reference Obligation without regard to the interests of the Noteholders.

#### ***Risks relating to security for Reference Obligations***

The security granted in respect of a Reference Obligation may also be securing one or more other obligations. In such circumstances, any proceeds from the enforcement of such security will be allocated between the Reference Obligation and such other obligations in accordance with the terms of the relevant legal agreements and any other applicable law. Accordingly, the amount of the proceeds of such enforcement which may constitute Recoveries in respect of a Reference Obligation will vary over time due to, for example, any repayments or prepayments of the Reference Obligation or any release or enforcement of the security which may arise due to actions taken by the Relevant Lender in respect of the Reference Obligation in accordance with its normal business practice as a reasonable and prudent lender.

#### ***Risks relating to determination of Credit Protection Adjustment Amounts***

The amount by which the Principal Balance of the Notes may be reduced from time to time following the occurrence of Credit Events will depend on the size of Initial Credit Protection Amounts, Credit Protection Adjustment Amounts and Late Recovery Amounts calculated in respect of such Credit Events under the Credit Default Swap.

Noteholders are subject to the decisions made by the recovery management team of the Relevant Lender in respect of the relevant Credit Event and the processes and policies relating to how such Recoveries are obtained or the Defaulted Reference Obligation otherwise is treated by the Relevant Lender. The Relevant Lender may employ a number of different strategies in respect of obtaining Recoveries, including but not limited to the enforcement of any collateral. Recoveries may differ significantly from observed historic default rates and recoveries. For the avoidance of doubt, no provision of the Credit Default Swap requires automatic liquidation of the Reference Obligations at market value.

In determining the manner in which any Recoveries are made, the Relevant Lender is not obliged to take into account the effect on the Notes and therefore does not assume any liability to third parties, including the Noteholders in respect of the same. See *"Information observed on the Swap Counterparty's systems is information which has been prepared for the Swap Counterparty's internal use; information may be based on other Relevant Lender information"* above.

### ***Concentration Risk –Industry Sector Consideration and Geographical Concentration***

The Reference Entities are located in Spain. The risk of Credit Events occurring with respect to the Reference Portfolio and the risk to the Issuer of being required to pay or pay an increased amount of Aggregate Seller Payments may be adversely affected by any deterioration in the economic condition of the areas in which the Reference Entities are located or any deterioration in the economic conditions of other areas that causes an adverse effect on the ability of the Reference Entities to repay the Reference Obligations could increase the risk of losses on the Reference Obligations.

### ***Reliance on the Performance by the Servicer to Effectively Service the Reference Obligations***

Recoveries in respect of Defaulted Reference Obligations will affect the quantum of any Credit Protection Adjustment Amount in respect thereof and thereby potentially result in a further Aggregate Seller Payment being made to the Swap Counterparty.

The Swap Counterparty will, in the Credit Default Swap, covenant to procure that the Reference Obligations will continue to be serviced in accordance with the relevant servicer's established procedures from time to time for servicing loans and credit lines that are similar in type to the Reference Obligations. However, none of the Issuer, the Management Company or the Noteholders will have any right to compel any such servicer to take or refrain from taking any actions. If the relevant servicer fails to perform in accordance with the servicing principles, this could adversely affect the Recoveries in respect of Defaulted Reference Entities and the related Aggregate Seller Payments, thereby potentially resulting in losses to Noteholders.

Accordingly, the Noteholders are relying on the business judgement and practices of the relevant servicer in administering the Reference Obligations, enforcing claims against Reference Obligations, including taking decisions with respect to enforcement of collateral.

Notwithstanding the above, if the Issuer determines, acting in good faith and a commercially reasonable manner, that the Swap Counterparty has persistently failed to procure that the Reference Obligations and the Reference Collateral are administered and enforced by the Servicer in accordance with the Relevant Lender's Credit and Collection Policies and Servicing Principles as in force from time to time and to the standard of a reasonable and prudent lender or equivalent credit and collection policy and servicing principles; or, following receipt of a Policies Amendment Notice, that the relevant change(s) specified in such notice will have a material adverse effect on the rights and obligations of the Issuer under the Confirmation or in respect of the Reference Portfolio, the Issuer may, by not less than 15 Business Days' written notice (the date of such notice, the "**Servicer Default / Adverse Policies Amendment Notice Date**") to the Swap Counterparty designate a Cash Settlement Date as the Servicer Default / Adverse Policies Amendment Date in respect of the Transaction, which, in turn shall result in the termination of the Credit Default Swap, including the termination of the work-out period in respect of any outstanding Credit Events at such time. Following such termination, the Worked Out Credit Protection Amount in respect of each Defaulted Reference Obligation which has not become a Cured Reference Obligation will be zero, and no further servicing of such Defaulted Reference Obligation will be required under the Credit Default Swap. As such, the Noteholders are not exposed to a failure to continually service the Reference Obligations upon the default or insolvency of the Servicer as the Worked Out Credit Protection Amount of any outstanding Credit Events at that time will be zero and no further claims may be made in respect of any new Credit Event.

### ***Limited Provision of Information about the Reference Entities and the Reference Obligations***

Save as disclosed in this Information Memorandum, none of the Issuer and/or the Noteholders will have the right to receive information regarding any Reference Obligation, except for the purely statistical data set forth in the Reference Portfolio Report or, in the case of the Noteholders the Investors Report.

The Swap Counterparty will have no obligation to keep the Issuer or the Noteholders informed as to the compliance of the Reference Portfolio with the Eligibility Criteria or as to matters arising in relation to any Reference Entity or any Reference Obligation, including whether or not circumstances exist under which there is a possibility of the occurrence of a Credit Event. The Reference Portfolio Report will not contain any information that the Swap Counterparty is legally constrained from disclosing under applicable laws, including but not limited to laws or regulations relating to bank secrecy.

None of the Issuer or the Noteholders will have the right to inspect any records of the Swap Counterparty and the Swap Counterparty will be under no obligation to disclose any further information or evidence regarding the existence or terms of any Reference Obligation of any Reference Entity of any matters arising in relation thereto or otherwise regarding any Reference Entity, any guarantor of any Reference Obligation or any other person.

### ***Historical Information***

The information set out in "*Description of the Initial Reference Portfolio*" represents information in relation to the Reference Portfolio as at the Cut-Off Date. The information set out in "*Description of the Initial Reference Portfolio*" may change after the Cut-Off Date and there can be no assurance that the Reference Portfolio will remain in compliance with the Eligibility Criteria and the relevant Portfolio Guidelines after the Cut-Off Date. Any Substitution to the Portfolio will be required to satisfy certain Portfolio Guidelines (with limited exceptions where the Substitution does not worsen an existing breach), and the Reference Obligation which is the subject of the Substitution must comply with the Eligibility Criteria on the Relevant Date for any such Substitution.

### ***No Independent Investigations***

No investigations, searches or other enquiries have been or will be made by or on behalf of the Issuer to verify the details of the Reference Portfolio, any Reference Entity, any Reference Obligation or any historical information relating to the Reference Portfolio. No representations or warranties have been given by the Issuer in respect of any Reference Entity or any Reference Obligation.

### ***Limited Verification***

Calculation of Initial Credit Protection Amounts and the Credit Protection Adjustment Amounts will be verified in certain circumstances by the Independent Accountants, as more fully described in the Credit Default Swap – see sub-section "*Verification of Credit Protection Amounts*" in section "*Credit Default Swap and Credit Protection Amount*" below.

The Independent Accountants act for the Swap Counterparty under the Credit Default Swap rather than the Issuer.

Such verification by the Independent Accountants is based solely on the information provided to the Independent Accountants by the Swap Counterparty. Such information will not be independently audited. The Independent Accountants are, broadly speaking, solely appointed to compare certain information required to be provided to it from time to time by the Swap Counterparty with the related terms of the Credit Default Swap and confirming whether, on the basis of the information received by it, those terms have been complied with. Consequently, there is a risk that a matter may be incorrectly verified by reason of the information provided to the Independent Accountants being deficient. Reference is also made to the section above entitled "*Information observed on the Swap Counterparty's systems is information which has been prepared for the Swap Counterparty's internal use; information may be based on other Relevant Lender information*".

### ***No Agency Relationship***

Neither the Swap Counterparty nor any Relevant Lender or servicer will be the agent or trustee of the Issuer, the Noteholders or any other Creditor in connection with the exercise of, or the failure to exercise, any of the rights or powers of the Swap Counterparty, the Relevant Lender or the servicer and/or their respective Affiliates arising under or in connection with their respective holdings (if any) of any Reference Obligation.

### ***Dealings with respect to obligations of Reference Entities***

Each of the Swap Counterparty, the relevant servicer and each other Transaction Party and their respective Affiliates may:

- (a) deal in any obligation of any Reference Entity;

- (b) accept deposits from, make loans or otherwise extend credit to, and generally engage in any kind of commercial or investment banking or other business transactions with any Reference Entity and any investment manager or trustee related to any obligation of any Reference Entity; and
- (c) act, with respect to transactions described in the preceding clauses (a) and (b), in the same manner as if the Credit Default Swap and the Notes did not exist and without regard as to whether any such action might have an adverse effect on any Reference Obligation, any investment manager or trustee related to such Reference Obligation, the Issuer or the Noteholders.

Such parties may accordingly derive revenues and profits from such activities without any duty to account therefor.

## **General Risks**

### ***Market Volatility***

During periods of market turmoil since the 2007-2008 global financial crisis, there has been volatility and disruption of the capital and credit markets and significant declines in the property markets. Recent global social, political and economic events and trends, including current geopolitical risks around Russia's invasion of Ukraine, could impact the Eurozone and Spanish economies, in particular by pushing up energy and oil prices and increasing inflation, have resulted in increased uncertainty in the currency and credit markets. The uncertainty caused by these and other events and trends has resulted in, and may continue to result in, further increased volatility in the financial markets, which may adversely affect the Spanish economy, the ability of Reference Entities to make repayments on their Reference Obligations and/or the Issuer's ability to make payments on the Notes.

### ***No Rating***

The Notes will not be rated on the Closing Date and no rating is intended to be sought for the Notes thereafter.

### ***Withholding Tax in Respect of the Notes***

In the event that any withholding or deduction for or on account of tax is required to be made from payments in respect of the Notes (as to which, see "*Taxation in Spain*"), neither the Issuer nor any other person will be obliged to pay any additional amounts to Noteholders for the reduction in the amounts they will receive as a result of such withholding or deduction.

Notwithstanding the above, if the Issuer is required to make any deduction or withholding for or on account of any tax in relation to a number of Notes equal to or greater than 25% of the Notes outstanding at such time (provided that Notes held by Noteholders who are tax resident in a jurisdiction which (i) qualifies as a non-cooperative jurisdiction (*jurisdicción no cooperativa*) for the purposes of Spanish tax laws or (ii) is listed as a high-risk and non-cooperative jurisdiction by the Financial Action Task Force ("FATF") shall not be taken into account for the purposes of the calculation of such 25% threshold) other than where any such deduction or withholding is required because of the failure of the relevant Noteholders to provide any certificates and/or other information as may be required by the Issuer or the Paying Agent in order for such payments to be made free of such deduction or withholding (a "**Tax Gross Up Event**"), the Swap Counterparty (having received not less than 15 days' notice from the Issuer, the Paying Agent, or any Noteholder) shall pay to the Issuer, in addition to the payment to which the Issuer is otherwise entitled under the Credit Default Swap, such additional amount as is necessary to ensure that the net amount actually received by the Noteholders will equal the full amount that the Noteholders would have received had no such deduction or withholding be required (a "**Tax Gross Up Amount**").

### ***Withholding Tax in respect of the Credit Default Swap***

If any Fixed Amount is subject by law to deduction or withholding for tax, the Management Company on behalf of the Issuer will have the right to terminate the Credit Default Swap. If any Aggregate Seller Payment or any other amount payable by the Issuer to the Swap Counterparty is subject by law to deduction or withholding for tax, the Swap Counterparty may elect to terminate the Credit Default Swap.



### ***Description of the Transaction Documents***

The descriptions of the Deposit Bank Agreement, the Paying Agency Agreement, the Credit Default Swap, the Subordinated Loan Agreement and the Management, Placement and Subscription Agreement contained in this Information Memorandum (see the sections entitled "*Credit Default Swap*", "*The Deposit Bank Agreement*", "*Summary of Other Transaction Documents*" and "*Subscription and Sale*" below) are summaries only and Noteholders are bound by, and are deemed to have notice of, all the provisions of such documents.

### ***Interests of Noteholders May Be Adversely Affected If the Notes are Redenominated***

It is possible that, prior to the maturity of any Notes, the currency that such Notes are denominated in may cease to exist and another currency may supersede it. For example, should Spain leave the European economic and monetary union, the euro may cease to be the lawful currency of Spain and the Notes may be redenominated into another currency. In the event that Notes were to be redenominated, (a) all amounts payable in respect of any Notes may become payable in another currency; (b) applicable provisions of law may allow or require the Issuer to re-denominate such Notes and take additional measures in respect of such Notes; and (c) there may be changes to the way in which the rates of interest on such Notes are determined or changes in the way those rates are calculated, quoted and published or displayed.

### ***Risks Relating to the Bank Recovery and Resolution Directive***

On 2 July 2014, the BRRD came into force. The stated aim of the BRRD is to provide supervisory authorities, including the relevant Spanish resolution authorities, with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses. These tools include, among other things, powers to transfer shares or property of an entity subject to resolution measures to a third party (including a "bridge bank" or an "asset management vehicle"), a "bail-in" power and a "writedown and conversion of capital instruments" power.

The BRRD has been implemented in Spain through Law 11/2015, of 18 June, on the recovery and resolution of credit institutions and investment firms Royal Decree 1012/2015, of 6 November, implementing Law 11/2015 (in both cases, as amended from time to time).

Royal Decree-law 7/2021, of 27 April, has amended Law 11/2015 in order to implement the provisions of Directive 2019/879 amending the BRRD.

### ***Taxation - Issuer***

A withholding or deduction for or on account of tax other than Spanish tax may be required to be made in circumstances other than those set out above under the law of countries other than Spain. The outline in this Information Memorandum of certain key Spanish taxation issues does not include consideration of any such requirements and the commentary made regarding the EU Savings Directive should not be taken to imply that no other withholding or deduction is or may be applicable on account of non-Spanish tax.

### ***Potential Conflicts of Interests***

Banco Santander, S.A. and its Affiliates act in a number of capacities (including as Lead Manager, Swap Counterparty, Calculation Agent, Subordinated Lender and Deposit Bank) in connection with the transactions contained herein. Banco Santander, S.A. and its Affiliates, acting in such capacities in connection with such transactions, shall have only the duties and responsibilities expressly agreed to by them in their relevant capacities and shall not, by virtue of acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a standard of care other than as expressly provided with respect to each such capacity. Banco Santander, S.A. and its Affiliates, in connection with the contemplated transactions, may enter into business dealings, including the acquisition of investment securities as contemplated by the Transaction Documents, from which it may derive revenues and profits in addition to the fees, if any, stated in the Transaction Documents, without any duty to account for such revenues and profits.

### ***Implementation of and/or changes to the Basel III framework may affect the capital requirements and/or the liquidity associated with a holding of the Notes for certain investors***

In 1988, the Basel Committee on Banking Supervision (the "**Basel Committee**") adopted capital guidelines that explicitly link the relationship between a bank's capital and its credit risks. In June 2006 the Basel Committee finalised and published new risk adjusted capital guidelines ("**Basel II**"). Basel II includes the application of risk weighting which depends upon, amongst other factors, the external or, in some circumstances and subject to approval of supervisory authorities, internal credit rating of the counterparty. The revised requirements also include allocation of risk capital in relation to operational risk and supervisory review of the process of evaluating risk measurement and capital ratios.

The Basel Committee approved significant changes to the Basel II regulatory capital and liquidity framework in 2011 (such changes being commonly referred to as "**Basel III**"), which was further amended by the Basel Committee on 7 December 2017. In particular, Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the "**Liquidity Coverage Ratio**" and the "**Net Stable Funding Ratio**").

The Basel III reform package has been implemented in the European Economic Area (the "**EEA**") through the CRR (which entered into force on 28 June 2013) and an associated directive (the recast Capital Requirements Directive (the "**CRD**")) (which was required to be transposed by Member States by 31 December 2013) (together, "**CRD IV**"). The regulation establishes a single set of harmonised prudential rules which apply directly to all credit institutions and investment firms in the EEA, with the directive containing less prescriptive provisions which are required to be transposed into national law. Full implementation began from 1 January 2014, with particular elements being phased in over a period of time, with full implementation by 2019.

As CRD IV allows certain national discretions, the final rules and the timetable for their implementation in each jurisdiction may be subject to national variation.

The Basel Committee also published certain proposed revisions to the securitisation framework, including changes to the approaches to calculating risk weights applicable to securitisation positions. Two new regulations related to securitisations have been adopted by the European Union, each of which entered into force on 17 January 2018 and has applied since 1 January 2019: (i) 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 575/2013; and (ii) Regulation (EU) 2017/2401 of the European Parliament and of the Council of 12 December 2017 amending Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms (the "**Relevant Regulations**").

Further, the European Banking Authority (the "**EBA**") on 19 September 2017 published its Discussion Paper on the Significant Risk Transfer in Securitisation (the "**SRT Consultation**") seeking the views of market participants on enhancing the regulatory and supervisory level playing field with respect to the SRT assessment process, structural features utilised in securitisations and proposals aimed to tackle the identified limitations of the EU framework to measure SRT. The impact of the SRT Consultation, which completed on 19 December 2017, on the CRR and the consequent regulatory treatment of securitisations and the Notes is uncertain.

Prospective investors should therefore ensure that they have sufficient knowledge and awareness of the Relevant Regulations and the various reform proposals as they consider necessary to enable them to make their own evaluation of the risks and merits of an investment in the Notes. In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences for and effect on them of any changes to the Basel framework (including the changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

#### ***EU Risk Retention and Transparency Requirements***

Investors should be aware and in some cases are required to be aware of the risk retention and due diligence requirements in Europe (the "**EU Risk Retention, Transparency and Due Diligence Requirements**") which currently apply in respect of various types of EU regulated investors including institutions for occupational retirement, credit institutions, alternative investment fund managers who manage or market

alternative investment funds in the EU, investment firms, insurance and reinsurance undertakings and management companies of UCITS funds (or internally managed UCITS) which are set out in Regulation (EU) 2017/2402 (the "**Securitisation Regulation**"). These requirements restrict such investors from investing in securitisations unless such investors have verified among other things that: (i) the originator, sponsor or original lender will retain, on an ongoing basis, a material net economic interest of not less than five per cent. in the securitisation and the risk retention is disclosed to the investor (the "**Risk Retention Requirements**") and (ii) the originator, sponsor or securitisation special purpose entity ("**SSPE**") has, where applicable, made available certain information in accordance with the frequency and modalities provided for in the Securitisation Regulation.

Banco Santander, S.A. in its capacity as an "originator" within the meaning of Article 2(3) of the Securitisation Regulation and in reliance upon Article 6(4) of the Securitisation Regulation, undertakes to retain, at all times until the redemption in full of the Notes, a material net economic interest in the securitisation of not less than 5% as contemplated by Article 6(3)(b) of the Securitisation Regulation (the "**Risk Retention Undertaking**"). Such holding will be achieved by the Swap Counterparty or a member of the Swap Counterparty's consolidated group retaining not less than 5% of the nominal value of each Reference Obligation outside the Reference Portfolio (the "**Retained Interest**").

The Swap Counterparty shall procure that the Retained Interest and the portion of each Reference Obligation corresponding to the Protected Reference Obligation Notional Amount shall not be subject to any credit risk mitigation, any short positions or any other hedge, and shall not be sold, in each case except as permitted by the Securitisation Regulation.

As at the Closing Date, retention requirement will be satisfied by Banco Santander, S.A. holding the requisite amount of each Retained Exposures outside the Reference Portfolio.

Banco Santander, S.A. will confirm its ongoing retention of the Retained Interest in the Reference Portfolio Reports and any change to the manner in which such interest is held will be notified to the Noteholders.

The risk retention and due diligence requirements described above apply in respect of the Notes. Investors should therefore make themselves aware of such requirements (and any corresponding implementing rules of their regulators), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes.

Relevant investors are required to independently assess and determine the sufficiency of the information described therein for the purposes of complying with any relevant requirements and none of the Issuer, Banco Santander, S.A., its Affiliates or any other person makes any representation that the information described therein is sufficient in all circumstances for such purposes or any other purpose or that the structure of the Notes, the Issuer and the transactions described herein are compliant with the EU Risk Retention, Transparency and Due Diligence Requirements described above or any other applicable legal or regulatory or other requirements and no such person shall have any liability to any prospective investor with respect to any deficiency in such information or any failure of the transactions or structure contemplated hereby to comply with or otherwise satisfy such requirements.

Prospective investors should therefore make themselves aware of the EU Risk Retention, Transparency and Due Diligence Requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. If a regulator determines that the transaction did not comply or is no longer in compliance with the EU Risk Retention, Transparency and Due Diligence Requirements or any applicable legal, regulatory or other requirement, 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.

Any changes in the law or regulation, the interpretation or application of any law or regulation or changes in the regulatory capital treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, may have a negative impact on the price and liquidity of the Notes in the secondary market. Without limitation to the foregoing, no assurance can be given that the EU Risk Retention, Transparency and Due Diligence Requirements, or the interpretation or application thereof, will not change (whether as a result of the legislative proposals put forward by the European Commission or otherwise), and, if any such change is effected, whether such change would affect the regulatory position of current or future investors in the Notes.

Article 7 of the Securitisation Regulation contains extensive transparency requirements (the "**Transparency Requirements**") that require the originator, sponsor and SSPE of a securitisation to make certain prescribed information relating to the securitisation available to investors, competent authorities and, upon request, to potential investors. Article 7 also requires the originator, sponsor and SSPE must designate amongst themselves one entity to fulfil the disclosure requirements (the "**reporting entity**") under the Securitisation Regulation. Banco Santander, S.A. has undertaken to act as the reporting entity in relation to the issuance of the Notes and shall be liable for ensuring the satisfaction of the disclosure requirements. Moreover, pursuant to Article 26.d(5) of the Securitisation Regulation, the originator shall be responsible for compliance with Article 7.

The reporting entity has made the documentation referred to in Article 7.1(b) of the Securitisation Regulation available to Noteholders, prospective holders of the Notes and the competent authorities via a website currently located at <https://connect.cliffordchance.com> which shall be accessible to the competent authorities, any Noteholder and any potential investor in the Notes. Investors should note that Article 26d(5) of the Securitisation Regulation requires the provision of, among other things, the "transaction documentation" before pricing, at least in draft or initial form, the final documentation having to be made available to investors at the latest 15 days after the closing of the transaction. Therefore, the Issuer intends to make such documents in draft form to potential investors in the Notes prior to pricing and to make final versions of such documents available to investors, competent authorities and, upon request, potential investors within 5 Business Days of the Closing Date. As a result, investors should note that the documents which were made available before pricing are subject to change. None of the Issuer, Banco Santander, S.A., its Affiliates or any other person gives any assurance as to whether competent authorities will determine that such disclosure is sufficient for the purposes of the Securitisation Regulation.

On 16 October 2019, the European Commission adopted the delegated regulation (EU) 2020/1224 (the "**Delegated Regulation**") on the technical standards on the disclosure requirements under the Securitisation Regulation. The Delegated Regulation includes detailed disclosure templates for asset-level and investor reporting and templates for disclosure of inside information and significant events (the "**reporting templates**"). The Delegated Regulation was published in the Official Journal of the European Union on 3 September 2020 and entered into force on 23 September 2020. The transaction described herein will need to comply with the reporting templates required by Article 7 of the Securitisation Regulation and the reporting entity has undertaken to make available to Noteholders the information specified in the reporting templates set out in Annex IV to the Delegated Regulation.

Investors should note that it is for institutional investors in the transaction and relevant competent authorities to determine whether they consider that this form of reporting satisfies Article 7 of the Securitisation Regulation and none of the Issuer, Banco Santander, S.A., its Affiliates or any other person gives any assurance as to whether this form of reporting will satisfy Article 7 of the Securitisation Regulation.

### ***Simple, Transparent and Standardised Securitisations***

The Securitisation Regulation makes provision for a securitisation transaction to be designated a simple, transparent and standardised transaction (a "**STS Securitisation**"). In order to obtain this designation, a transaction is required to comply with the requirements set out in the Securitisation Regulation (the "**STS Criteria**") and one of the originator or sponsor in relation to such transaction is required to file a notification with ESMA confirming the compliance of the relevant transaction with the STS Criteria (an "**STS Notification**").

The Issuer, believes, to the best of its knowledge, that the elements of the STS Criteria will have, at the Closing Date, been complied with in relation to the Notes, and it is intended that an STS Notification will be filed in relation to the Notes as at the Closing Date. However, none of the Management Company, the Issuer, the Lead Manager or the Swap Counterparty gives any explicit or implied representation or warranty (a) as to inclusion in the list administered by ESMA within the meaning of Article 27 of the Securitisation Regulation, (b) that the securitisation transaction described in this Information Memorandum does or continues to comply with the Securitisation Regulation or (c) that this securitisation transaction does or continues to be recognised or designated as 'STS' or 'simple, transparent and standardised' within the meaning of Article 18 of the Securitisation Regulation after the date of this Information Memorandum. The 'STS' status of the Notes may change and prospective investors should verify the current status of the Notes on the ESMA website. Investors should also note that, to the extent the Notes are designated an STS

Securitisation, the designation of a transaction as an STS Securitisation is not an assessment by any party as to the creditworthiness of that transaction but is instead a reflection that the specific requirements of the Securitisation Regulation have been met as regards compliance with the STS Criteria.

Investors should consider the consequence from a regulatory perspective of the Notes not being considered an STS Securitisation, including (but not limited to) that the lack of such designation may negatively affect the regulatory position of the Notes and, in addition, have a negative effect on the price and liquidity of the Notes in the secondary market.

Notwithstanding the involvement of PCS as an authorised verification agent, the responsibility for compliance with the Securitisation Regulation remains with the relevant institutional investors, originators and issuers, as applicable. The STS Assessments will not absolve such entities from making their own assessment and assessments with respect to the Securitisation Regulation, and the STS Assessments cannot be relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities. Furthermore, the STS Assessments are not an opinion on the creditworthiness of the relevant Notes nor on the level of risk associated with an investment in the relevant Notes. It is not an indication of the suitability of the relevant Notes for any investor and/or a recommendation to buy, sell or hold Notes. Institutional investors that are subject to the due diligence requirements of the Securitisation Regulation need to make their own independent assessment and may not solely rely on the STS Assessments, the STS Notification or other disclosed information.

#### ***Banco Santander, S.A. Credit Policy***

Banco Santander, S.A. will operate within the parameters of its internal Credit Policy (as defined below) and Servicing Principles. In formulating and acting in accordance with such Credit Policy and Servicing Principles Banco Santander, S.A. has acted, and will continue to act, as a prudent lender.

Banco Santander, S.A. has internal policies and procedures in relation to the granting of credit, administration of credit-risk bearing portfolios and risk mitigation. The policies and procedures of the Banco Santander, S.A. in this regard broadly include the following:

- (a) criteria for the granting of credit and the process for approving, amending, renewing and re-financing credits (as to which, in relation to the Reference Obligations, see the information set out in this Information Memorandum entitled "*Eligibility Criteria and Portfolio Guidelines*" which describes the criteria that the selection of Reference Obligations to be included in the Reference Portfolio is subject to);
- (b) systems in place to administer and monitor the various credit-risk bearing portfolios and exposures (as to which it should be noted that the Reference Portfolio will be serviced in line with the servicing procedures of Banco Santander, S.A. and/or the Relevant Lender – please see the sub-sections of this Information Memorandum entitled "*Overview of Origination and Servicing of Reference Obligations*" and "*Description of the Initial Reference Portfolio*");
- (c) adequate diversification of credit portfolios given the overall credit strategy (as to which, in relation to the Reference Portfolio, see the section of this Information Memorandum entitled "*Description of the initial Reference Portfolio*"); and
- (d) policies and procedures in relation to risk mitigation techniques.

#### **Changes in Law and/or Regulatory, Accounting and/or Administrative Practices**

The structure of the issue of the Notes is based on Spanish law, regulatory and administrative practice in effect as at the date of this Information Memorandum, and having due regard to the expected tax treatment of all relevant entities under Spanish tax law. No assurance can be given as to the impact of any possible change in Spanish law, regulatory or administrative practices in Spanish tax law, or the interpretation or administration thereof.

#### ***Foreign Account Tax Compliance Act***

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "**foreign financial institution**" may be required to withhold on certain payments it makes ("**foreign**

**passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including Spain) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to 1 January 2019. Noteholders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

*The Management Company believes that the risks described above are the principal risks inherent in the transaction for Noteholders, but the inability of the Issuer to pay interest, principal or other amounts on, or in connection with, the Notes may occur for other reasons and the Management Company does not represent that the above statements regarding the risks relating to the Notes are exhaustive. Although the Management Company believes that the various structural elements described in this Information Memorandum lessen some of these risks for Noteholders, there can be no assurance that these measures will be sufficient to ensure payment to Noteholders of interest, principal or any other amounts on or in connection with the Notes on a timely basis or at all.*

## OVERVIEW OF ORIGINATION AND SERVICING OF REFERENCE OBLIGATIONS

Each Relevant Lender has expertise in originating and servicing exposures of a similar nature to the Reference Obligations and Banco Santander S.A., in its capacity as originator, has been originating and servicing such exposures for at least five years. The Reference Obligations and the Reference Collateral will be underwritten in accordance with the Relevant Lender's underwriting policy and principles as in force from time to time and to the standard of a reasonably prudent lender or equivalent underwriting policy and principles (the "**Underwriting Policy**").

In all cases, any underwriting decisions relating to the Reference Portfolio shall be taken by the Relevant Lender without regard to the existence of the Credit Default Swap and the Notes and with a view of minimising losses and maximising recoveries on the relevant Reference Obligation.

The Swap Counterparty shall ensure that information barriers are put in place such that the officers of the Relevant Lender responsible for underwriting the Reference Obligations in the Reference Portfolio shall not be aware of the Reference Obligations included in the Reference Portfolio and shall therefore carry out their duties in relation to the Reference Portfolio without regard to the existence of the Credit Default Swap and the Notes.

The Reference Obligations and the Reference Collateral will be administered and enforced by the Relevant Lender or the agent on its behalf (the "**Servicer**") in accordance with the Relevant Lender's credit and collection policy and servicing principles as in force from time to time and to the standard of a reasonable and prudent lender or equivalent credit and collection policy and servicing principles. In particular, delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies will be carried out in accordance with such credit and collection policy and servicing principles.

In all cases, any credit, risk management, recovery process and/or enforcement decisions relating to the Reference Portfolio shall be taken by the Relevant Lender without regard to the existence of the Credit Default Swap and the Notes and with a view of minimising losses and maximising recoveries on the relevant Reference Obligation.

The Swap Counterparty shall ensure that information barriers are put in place such that the officers of the Relevant Lender responsible for servicing the Reference Obligations in the Reference Portfolio shall not be aware of the Reference Obligations included in the Reference Portfolio and each Servicer shall therefore carry out its duties in relation to the Reference Portfolio without regard to the existence of the Credit Default Swap and the Notes.

The Swap Counterparty shall promptly make available the Credit and Collection Policies to the Issuer upon its request (acting reasonably).

The Reference Obligations granted since 2005 to 2024 followed the procedures established by Banco Santander, S.A. for approving loans and credit facilities in the companies segment. Notwithstanding the above, the rest of the Reference Obligations have followed risk approval policies that do not differ substantially from the loan approval policy now in force.

For further information, descriptions and definitions in relation to the origination, servicing and underwriting policies applicable to the Reference Portfolio, please see the Underwriting Policy, the Lending Policy and the Recovery Policy.

## BANCO SANTANDER, S.A. LENDING POLICY

The risk policy currently followed by Banco Santander, S.A. (referred to in this section as "**Santander**") in relation to approval and arrangement of loans and credit facilities in the companies' segment and as amended from time to time (the "**Lending Policy**") is as described below:

(a) INTRODUCTION: SANTANDER RISK MODEL

The risk model is based on the following principles:

- a.1 Segmentation: Each type of risk has to be treated differently in accordance with its characteristics (different methodology of analysis, decision-making authority, systems and procedures). To achieve this the customer base is segmented into three groups: non-standardized, personalized and standardized (criteria detailed further below).
- a.2 Wholeness: The risk is wholly managed from a single area, specifically the Spain Retail Banking Risks Area (SRBRA). The admission, monitoring and recovery phases are managed from the Santander Spain Risks Area.
- a.3 Autonomy: The risks function is autonomous from the commercial network, which it supports and services, collaborating to achieve its objectives.

**(b) CRITERIA FOR NON-STANDARDIZED**

Tailor-made treatment: the decision is made on the basis of the analyst's expert judgment, with the support of statistical rating models and financial projection models. The client has its own risk analyst and commercial manager, who conform a commercial management team.

In order to accord non-standardized treatment to the risks of customers whose characteristics and amounts so warrant, a cut-off point is fixed beyond which the analysis and monitoring of the risks is done by "specialised" analysts.

This has the following consequence:

- b.1 Customers are treated, from the risk standpoint, in the Companies Analysis Units (CAU).
- b.2 Each customer is assigned to an analyst's portfolio of customers to be managed.
- b.3 The criteria for individualising these customers in portfolios are:

The Santander Spain Risks Area (SSRA) is responsible for portfolio assignment of the retail banking customers, based on the criteria describe below in relation to the nature of each customer.

Generally speaking, legal persons that meet the following conditions are individualised:

- Have an individual or group level turnover, greater than 10 million euros or an individual or group level risk limit greater than 1.5 million euros.
- In both cases, additionally, those clients of the same group that have an individual risk limit higher than 100,000 euros.

A special case is that of customers in the Public Administrations segment (i.e., enterprises owned and/or controlled by national, regional and local governments, public universities), property developers and sensitive sectors (i.e., political parties, labour unions, communications media, gambling sector, sports clubs), which are individualised irrespective of their turnover figure. In the case of private banking customers, if all of the risk is in respect of secured lending transactions, they are not assigned to portfolios for management.

In all cases, the admission process must comply with all policies affecting the Bank-client relationship, including, among others, policies related to the prevention of money laundering and financing of terrorism, prohibited activities, sectoral policies and the policy on financing sensitive sectors.

In exceptional cases and according to an expert criterion, the head of the Companies Analysis Unit (CAU) can approve individualised management of customers, and assign them to an analyst, even if they do not meet the general criteria for individualisation, for reasons such as:

- large risk,
- indirect risk,



- the customer's potential or complex operations,
- specialised lending (project finance), and
- other reasons deemed to require individualised portfolio management.

(c) **PROCEDURE RISK FOR NON-STANDARDIZED COMPANIES**

Santander differentiates three stages in the life of a credit risk: Admission, monitoring and collection/recovery:

**1. Admission:** This is the phase that runs from the time the commercial relationship manager identifies the customer's financing needs until the time a decision is made on the proposed operation. In this phase, the analyst, working with the customer's commercial relationship manager, analyses all of the risk factors to which Santander may be exposed, and they decided jointly, within the scope of their powers or, otherwise, propose approval of that risk to a higher decision level.

**2. Monitoring:** This stage runs from the time Santander and the customer formally execute the risk transaction until its due date or cancellation, before being passed on to the Recoveries Unit. During this phase the obligation of the risk teams responsible for this function is to oversee the evolution of the borrower's credit quality and of the available collateral, so that the loans are repaid without any loss to Santander.

**3. Collection:** If the loan is not repaid normally at its due date, the risk is passed on to the Recoveries Unit, which, as its name indicates, works to collect the full amount owed to Santander by any legally admissible means.

**1. The Admission Process** can be carried out in 2 basic modalities: through the prior allocation of limits or through one-off operations.

Either way there are also, in addition to the specific phase of the admission decision, 4 other phases that are common to both modalities, making up a process consisting of 5 phases:

- **Phase 1:** Obtaining the relevant information for the decision,

For the admission of customer risks with individualized treatment, information on the customer must be available: financial situation, shareholders, management, business model, market in which it operates and other factors that may affect its solvency and risk profile. Likewise, there must be sufficient, accurate and updated information on the purpose of the financing, its guarantees and other characteristics.

This information gathering process must also take into account the provisions of the Regulations on the Prevention of Money Laundering in force at any given time, assessing, among other questions, whether the funds used to repay the loan come from legitimate sources.

As mentioned above, the onus of this phase rests with the company's analyst, working in collaboration with the customer's commercial relationship manager. This phase involves conducting an individualised analysis of the customer/group in order to reach a decision on the proposed operation that minimises the risks to be taken on by Santander. In order to perform this function properly, the analyst draws support from different tasks and/or systems, most notably:

**Visits to the client and debt limit:** At least once a year, the analyst visits the client to find out about all the circumstances that influence their business and activity, to gather economic-financial information and any necessary clarifications, future investment plans, etc. In order to correctly enter data into the analysis system, the client must be asked for the corresponding supporting documentation. The analysis system must contain verified and updated information on the clients, for which it includes an information update control. The resolution of the operations is based on the data collected in the analysis system, so the success of each decision depends on the information collected being complete, correct and up to date. All the data collected in the information system

must be verified with the relevant documentation in each case. The information in the analysis system must be justified with the corresponding documentation:

- Audited annual accounts, Corporate Tax for the last two years.
- Provisional balance sheets for the current year and P&L.
- Annual and quarterly VAT summary.
- Form 347 (customer and supplier information).
- Authorization to request CIRBE.
- Banking pool.
- Details of partner debts (to guarantee, latest receipts, current debts).
- Installations (registry verifications).

- **Phase 2:** Analysis and assessment of credit risk through credit rating models,

The customer rating is key to admission decisions, which assigns such critical aspects as the probability of default. This probability will be used to calculate the expected loss and the consumption of economic capital, key factors for pricing.

Customer rating may be performed at the time of admission or it may be performed beforehand on a recurring and periodic basis, in both cases assessing the sustainability and viability of the borrower's financial situation and his future payment capacity in the face of adverse conditions that may occur during the life of his operations.

Banco Santander's Rating System is an internal methodology applied to Non-Standardized client credit assessment.

Non-Standardized companies are assessed using the Rating Plus model, which is made up of an objective module, based on financial and behavioural information, and a subjective module, based on information imputed by the analyst through a qualitative questionnaire. The Combined Rating is obtained through the combination of the objective and subjective modules. Finally, the analyst must give his/her consent or, on the contrary, make an expert adjustment to obtain the Final Rating.

The objective module is automatically obtained from the combination of:

- The financial module: 52%
- The behavioural module: 48%

The subjective module is one of the essential aspects of the rating, given that the subjective information of the company becomes more relevant within the combined rating.

It is made up of a questionnaire of 22 questions, each containing 3 or 4 closed answers. In the case of Non-Standardized companies, this module is always mandatory and must be completed. The questions and answers in the subjective module questionnaire are divided into the 6 assessment areas used when analysing a client:

1. Product / Demand / Market
2. Shareholders / Management
3. Access to credit
4. Profitability / Benefits
5. Generation of resources

## 6. Solvency

The combined rating is obtained automatically from the combination of:

- The objective module: 56%
- The subjective module: 44%

This rating provides the company's credit rating by collecting all the relevant information about the client, both quantitative and qualitative. When the analyst is satisfied with the combined rating, he/she will ratify it and, therefore, it will be the client's final rating.

- **Phase 3:** Price assignment to operations must be established in the Admission Process.

- **Phase 4:** Decision itself to approve or reject each application (which may be carried out in two ways: based on the prior allocation of limits or on specific operations); and the different levels on decision making.

The establishment of limits makes it possible to bring the decision closer to the customer, thereby speeding up the resolution of credit applications and focusing commercial efforts on those customers with the greatest risk-taking potential.

This assignment of limits will be made based on the client's score and the information entered in the system and its update (client's repayment capacity, debt in the system, among others), either manually and/or through tools that automatically evaluate the information. The historical and current information is always considered, as well as future expectations and in accordance with local credit policies and the unit's risk appetite. The assigned limit will be translated into the maximum level of risk we are willing to assume with the customer, with the information available at a given time, considering, among others, its repayment capacity and contractual conditions such as term, amount, required collateral and price.

In the case of tailor-made or portfolio clients, this is a process with a high manual component, supported by the analyst's expert judgment, the client's credit profile and associated with the development of a business plan with the client.

With respect to specific requests for approval of one-off transactions, the analysis of these requests varies depending on whether the transaction fits within the established limits, in which case the transaction is authorized if all the conditions of the limit are met, or if not, a specific analysis of the requested transaction is carried out.

The decisions made by those responsible for credit decisions must be impartial and objective and must not be adversely affected by any conflict of interest. To this end, the Group's general code of conduct must be complied with and monitored, and it must be ensured that the remuneration practices applicable to personnel involved in the granting of loans do not encourage the assumption of a higher risk than that tolerated by the entity or by the client, in coherence with this procedure and the entity's long-term objectives.

Decision-making authority:

Banco Santander has an allocation system by which different hierarchical levels of the organisation are assigned different delegated authority for risk approval.

In Santander España the highest level is the Executive Risk Committee Spain (CERE), which, apart from deciding on the transactions within its competent, delegates decisions up to certain amounts and maturities to other bodies.

Those bodies are: 1) Risk Admission Forum (FARE), 2) Non-Standardized Risk Analyst, 3) Territorial Risk Committees

The HUBs Risk Committee is the highest decision-making level at local level. It may in turn delegate decision-making to its risk teams (analysts, head of Decision Center, etc.). For operations

that exceed the limits assigned, the application must be forward to the Non-Standardized Risk Analyst (headquarter).

The Non-Standardized Risk Analyst decides within the scope of its powers, and if the operation exceeds the level for which it has authority, it submits the operation for final approval by the Risk Admission Forum.

The levels involved, from lowest to highest decision-making authority, are as follows:

- Analyst
- Head of the Decision Center.
- Territorial Risk Committee
- Non-Standardized Risk Analyst
- Risk Admission Forum
- Executive Risk Committee

The Risk Admission Committee (RPF), which includes the Chief Lending Officer of the Group and Directors of Santander Risk functions. The Forum will meet weekly, or in extraordinary sessions when the Forum deems it appropriate.

The Executive Risk Committee (CER), which includes the Chief Executive Officer and Directors of Santander, is the highest decision-making level for approving the proposed risk. It meets once per week.

- **Phase 5:** registration in the systems.

The final resolution is recorded in the corresponding system, together with the information related to both the client and the operation.

Throughout the admission process, the traceability of each proposal must be guaranteed, so that the entire decision process carried out for the resolution of the proposal up to the formalization of the contract is recorded.

The commercial function, with the collaboration of legal counsel and other support functions, will formalize the contract for the closing of the admission process within the term agreed in the resolution. The requirements and safeguards established in the document regulating the formalization process must be complied with according to the type of operation and the guarantees required.

Additionally, processes must be integrated to take into account whether the financing requested has an impact on environmental, social and climate change aspects.

In the particular case of proposals from clients that are part of the Leveraged Finance perimeter, these must comply with a series of specific requirements in the admission process, mainly focused on a greater depth in their analysis, their current and future payment capacity, and scenario analysis.

## **2. Monitoring**

As in the previous admission phase, a fundamental part of this phase is coordination between commercial management and risk management, all the more so when the successful completion of the operation depends to a high degree on the evolution of the customer's credit quality over the life of the loan.

This likewise involves a series of tasks and systems that permit optimal management of this phase of the risk.

**1. Santander Customer Assessment Note ("SCAN"):** This risk management system allows the customer's credit quality and operations to be gauged and monitored. Putting a customer in SCAN means applying deeper monitoring, with specific actions. It does not necessarily reflect deterioration of credit quality, as it may be triggered by other factors, such as: excess share with the customer, excess concentration of risk in a sector, reduction of risk appetite with certain customers, insufficient risk-return ratio, etc.

The bodies and instances with the authority to make decisions regarding monitoring are: the analysts who supervise the clients, those responsible for the monitoring function and those professionals dedicated to risk management within their area of activity, the territorial governing bodies and central services of Santander Spain, according to the current government.

The policy or criterion to be followed as from that time will be one of those described below, depending on the SCAN score:

- SCAN status: "Monitoring level 0 – Do Not Serve": This monitoring level entails the greatest degree of attention and control and is designed to extinguish outstanding exposure (and even the relationship with the customer (asset and liability)) and to prevent starting any commercial/business relationship in the case of non-customers, or not to restart business relationships should the exposure already be extinguished.
- SCAN status: "Monitoring level 1 - Specialised Monitoring": This monitoring level entails a high degree of control requiring the establishment of specific actions, including recovery actions designed to minimise losses. This level focusses on extinguishing the customer exposure as a means to reduce arrears and associated provisions, whether through recovery management or refinancing actions to enable the future viability of the customer.
- SCAN status: "Monitoring level 2 - Intensive Monitoring": This monitoring level implies actions which are designed to extinguish or reduce the customer risk position while not including (as with the specialised monitoring level) recovery actions as a measure for reducing risk. This level includes customers with financial difficulties that, should they persist or increase, could affect their ability to fulfil their contractual obligations.
- SCAN status: "Monitoring level 3 - Proactive Monitoring": This monitoring level aims at anticipating possible deterioration, using corrective management actions regarding the customer position, including correcting any situations in which the customer's position falls outside current credit policies (e.g. risk appetite, concentration, profitability, quota with the customer, insufficient guarantees) without being caused by credit deterioration. This monitoring level is associated with the following high-level strategies: "Suspend", "Secure", "Rightsize" and "Maintain".
  - Suspend: motivated by sudden events not directly related to the borrower and which implies suspending the concession of new risk until such time as the situation is corrected.
  - Secure: restricts risk concession, limiting it to the acquisition of additional guarantees or documenting existing ones appropriately.
  - Rightsize: aimed at operating at lower levels of exposure with the customer. Risk concession is restricted and designed to favour reduction in exposure.
  - Maintain: focussed on not increasing the exposure with customers with whom there are issues making prudence advisable and for whom risk concession is restricted.
- SCAN status: "Monitoring level 4 - Ordinary Monitoring": This monitoring level requires no specific proactive or restrictive actions on the customer's position, or customer reviews any more frequently than usual. This level is assigned to customers with good credit quality with whom there are no signs or weaknesses that would warrant a higher monitoring level. The high-level strategy associated with this level will be "serve normally" with no restrictions within credit policies.

**2. Rating:** The rating system for companies is as described above (single system for all Santander and for any phase of the risk), and is monitored throughout the life of the loan.

The rating must be updated at least once a year, although its frequency may be less depending on the client's level of monitoring and SCAN policy. In addition, the analyst must review the rating whenever he or she has relevant information that advises its review, for example, a recent visit to the client, a relevant event, a news item in the press, a planned change in the company's economic/financial structure, etc. It is the analyst's obligation to keep the rating duly updated.

**3. Risk reviews:** In addition to the periodic reviews done by the admission analyst together with the monitoring analyst in the regional offices, reviews are conducted at other higher levels, according to the amount of the risk exposure to the customer/group. Those tasks are performed from the Risk Departments of the Regional Units – Credit Risks Area or Board Risk Committee. In all cases, the customer's relationship manager is always involved, taking part in the decision on the risk policy to be followed with the customer/group.

**(d) PROCEDURE FOR ANALYSING RISK FOR PERSONALIZED AND STANDARDIZED CUSTOMERS**

**d.1. Introduction**

This group includes standardized clients (self-employed persons) and personalized clients, which we describe below:

Generally speaking, legal persons that meet the following conditions are personalized:

- **Retail sme:** Have an individual or group level turnover, between 2-10 million euros or an individual or group level risk limit lower than 1.5 million euros.
- **Micro-enterprises:** Have an individual or group level turnover, between 0-2 million euros or an individual or group level risk limit lower than 1.5 million euros.

Additionally, those clients of the same group that have an individual risk limit lower than 100,000 euros.

- Self-employed: individuals who carry out economic activities on their own account.

Unlike non-standardized risk management, these clients do not have a designated subscriber and their requests are resolved on a first-come, first-served basis by one of the small business subscribers located at the head office (Madrid), in the case of micro-enterprises and self-employed persons, or by the risk-based subscribers, in the Business Analysis Units (CdD), in the case of retail sme.

**d.2. Credit risk application process**

The credit risk application process for standardized and personalized customers can be initiated either at request of the customer in the form of a loan application at a Santander's branch (universal or corporate branch) or at the initiative of Santander through a campaign of "pre-approved" credit facilities. In first case, it is the small business relationship manager who generates the relationship with the business, submitting the application once all the economic information has been gathered and input into the systems. The data in all cases shall be based on original documents.

In this case, a loan application is processed through the Parthenon Proposals System or Web application system setting out the information for the application and the economic data of the requesting firm, for entry into the "Information System for Analysis (ISA)"

Once submitted the application is automatically analysed by the decision engine "PowerCurve" along with the data obtained from the rest of the information systems: personal accounts, external files (RAI, ASNEF and EXPERIAN), position of firm and group, management and monitoring of incidents (BSI), the behavioural score TRIAD and statistical rating models.

The office is, in the last instance, the body that decides on the operation, with authority to decline it in those cases it deems necessary. That is, operations where the automated decision system has recommended be approved will require the appropriate commercial authorisation before being booked.

The decision engine “PowerCurve” integrates different credit risk decision models. Each of them utilizes specific scorecards and includes the credit risk policy and data pulled from other information sources applied on a differentiated basis according to the characteristics of the operations, the profile of the applicants and the segment (microbusinesses, retail smes and self-employed individuals). Each decision model is a different decision tree consisting of a combination of decision rules.

"TRIAD" is a behaviour scoring system that uses information from current experience with the applicant to assign credit limits for each type of product.

It should be noted that retail SMEs are assessed using the Rating Plus model, which is composed of a financial module and a behavioural module (TRIAD):

- The financial module: 52%.
- The behavioural module: 48%.

Depending on the information obtained by the decision model, the application may be authorised (pending ratification by the branch credit committee), declined or sent to an underwriter for a review.

### **d.3. Capture and resolution of the credit risk application**

The process of credit risk applications for standardized businesses begins in most of cases at the branch where the applicant requests the credit facility.

During this process, the branch shall obtain all required economic information from the applicant and input it into the appropriate section of the “Information System for Analysis (ISA)”

Process, requirements and minimum documentation to be followed for a credit risk application by the branch:

- 1) Application form signed by the customer.
- 2) Required documentation:
  - Application sheet.
  - Corporate income tax with information on the annual financial statements for legal entities. (this information will be available to download automatically per agreement between Santander and Informa or through direct connection with the tax agency)
  - Annual and quarterly VAT summary (this information will be available to download automatically per agreement between Santander and Informa or through direct connection with the tax agency).
  - Current annual income tax return in the case of self-employed.
  - Form 347: Annual declaration of operations with third parties: this is purely information and entails no payment. The document discloses transactions greater than 3,005.06€ with customers and suppliers. This form also includes subsidies from government and private entities, collection operations for the account of company owners, customer advances and suppliers/creditors. This provides us with important information on concentration in a given customer/supplier.
  - Authorization to request CIRBE

3) Advisable to submit:

- Interim financial statements for legal entities.

4) Minimum data to be entered into the analysis system:

- For legal entities:
  - Date of incorporation of the company
  - Registered address
  - Type of activity
  - Identity of owners
  - Personnel data
  - Financial statements
  - Identification property module and date of registry verification.
- For individuals
  - Time as self-employed
  - Marital status
  - Number of dependent relatives
  - Type of activity
  - Structure of the business (number of employees)
  - Geographic operations footprint and location of the business
  - P&L account
  - Property and debt declaration

#### **d.4. Evaluation of applications: decision and scoring models**

For micro-enterprises and self-employed, the admission process is based on automated decision models (not managed by any underwriter) which rest on score models complemented with review parameters reflecting the current credit policy. Each application is analysed with these models in order to determine the probability of default. Santander's credit risk policy set a maximum acceptable level of default used by the decision model to return a resolution on the operation. The following resolutions are possible:

- Declined credit application: Applications with a high probability of default or meets certain characteristics that are not permitted by Santander risk admission policies.
- Approved credit application: Applications with low probability of default and whose characteristics meet the Santander's credit risk policy requirements.
- Credit application to be reviewed by an underwriter: Applications that fall into the so-called grey area given a medium probability of default that does not immediately support a decision one way or another.

Applications sent to the Retail Risk Authorisation Centre (Spanish acronym UAM) are decided by an underwriter based on the information provided by the decision model and according to the credit policy.



In the case of retail SMEs, customers are assessed using the Rating Plus model and the applications could be approved by a campaign of “pre-approved” credit facilities or sent to the risk-based subscribers, in the Business Analysis Units (CdD).

#### **d.5. Booking and disbursement of credit facilities**

Once the application has been authorised, the branch will be able to print out the terms and conditions of the contract and proceed with the booking, which will involve arranging the signature of the contractual document with the customer and public notary, if applicable. Upon signature the loan will be disbursed in the customer’s Santander account.

If the loan is backed by real estate, during the signature the “land registry” will be notified so as to ensure that the mortgage is duly registered.

### **POLICY OF BANCO SANTANDER S.A. ON CLAIMS AND RECOVERIES**

The claims and recoveries policy followed by Santander to date, as amended from time to time (the "**Recoveries Policy**") is described in this section.

Responsibility for Santander's recovery policies is assigned to the *Property Recovery and Management* area of Santander Spain and its functions are as follows:

- 1 Establish the necessary action plans to control the irregular and delinquent portfolio and, through proactive management, avoid new entries into default:
  - Analyse and define proposals for actions and products aimed at reducing irregularity and delinquency.
  - Carry out and control the global monitoring of portfolios and customers in irregular and delinquent situations.
  - Identify proposed actions on critical products or groups. Monitoring of the defined plans.
- 2 Control and analyse the implementation of the policies and strategies defined for each of the participants in the recovery process.
- 3 Coordinate and generate the information available on management cycles, in relation to products, segments and zones/territories, etc., for communication and management thereof.
- 4 Establish the policies and strategies for action of the Recovery Centre.
- 5 Establish policies and strategies on external judicial and extra-judicial recovery service providers.
- 6 Coordinate the definition of objectives in the Branch Network and monitor their degree of achievement.
- 7 Establish the commercial process for recoveries.
- 8 Supervise relations with internal and external structures (Bank of Spain, Internal and External Audits, etc.).

The development of the recovery activity is conceived as a modular structure of sequential management, which begins on the first day of default or when the customer is classified as doubtful for reasons other than default and ends with the recovery of the debt (or with the sale of the asset in case of payment in kind or award) or the declaration of definitive default.

This model is also used to manage customers that, although they do not have irregular positions, have been classified as doubtful for reasons other than non-performing loans and those for which Santander Spain considers it appropriate to begin a debt recovery process.

Relevant consumer protection considerations and principles will be taken into account and fair treatment of customers will be ensured.

In any case, the measures for the protection of mortgagors provided for in the Royal Decree-Law 6/2012, of 9 March (*Real Decreto-ley 6/2012, de 9 de marzo, de medidas urgentes de protección de deudores hipotecarios sin recursos*) will be applied, as well as other specific measures provided for by law, taking into account the economic and personal circumstances of the customers.

In the recovery process, there are various management channels, which can be both internal and external. The degree of involvement and objectives of each of the functions involved in the process depends, *inter alia*, on the regulatory and economic environment, as well as on the business model of Santander Spain.

#### 1.- Irregular phase (1 to 90 days):

It runs from the day after the default for 90 days. In this phase, the following contribute to the recovery management:

1. Branch: Through the policies of objectives and incentives on the management of irregulars and delinquencies.
2. Telephone Collection Centre: Call centres that manage the customers and products that are determined from time to time. As a reference, it manages depending on the amount (customer risk) determined from time to time, always as management complementary to that of the branch.
3. Digital channels and payment platforms. Santander App and Web, chatbot, call-bot and payment platforms.
4. Irregularity Managers: Specific portfolios are assigned to them for management in the 1 to 90 day period, depending on the customer risk determined from time to time.

#### 2.- Delinquency (90-150 days):

These are matters more than 90 days and less than 150 days old. In this phase, the following contribute to the recovery management:

1. Branch: Through the policies of objectives and incentives on the management of irregulars and delinquencies.
2. External Recovery Companies: These are specialised firms that are in charge of the recovery process in this phase of management, applying policies and strategies defined by Santander.
3. Digital channels and payment platforms. Santander App and Web, chatbot, call-bot and payment platforms.
4. Delinquency Managers: Customers are assigned to their portfolios on the basis of the customer risk determined at any given time.

#### 3.- Pre-litigation and litigation:

At 150 days from the date of default or earlier, if it has been rated by criteria, this phase begins and is managed as described in this section.

“*External recovery companies*” are firms specialised in judicial and extra-judicial recovery management as well as the management of awarded assets under the supervision of the Property Recovery and Management function, in accordance with the policies, strategies and procedures defined by the Recovery function and Santander.

Judicial processes are aimed by Solicitors Companies, which have the responsibility to present the documents to the court.

Once the extrajudicial management has been carried out, if it is unsuccessful, the corresponding judicial proceedings are initiated depending on the characteristics of the credit document, such as monetary, mortgage, or ordinary enforcement, etc. In contracts subject to Law 5/2019, of 15 March,

on real estate credit agreements (*Ley 5/2019, de 15 de marzo, reguladora de los contratos de crédito inmobiliario*) for the early maturity of loans, the corresponding protocol is applied: upon default of 12 or 15 instalments (depending on whether the default occurs in the first or second half of the life of the loan), the customer is sent a demand for payment and granted a period of 30 days to pay.

Without prejudice to the procedures that may be initiated in each case, judicial management is compatible with extra-judicial management, which has four purposes and always takes priority over legal proceedings:

1) **REGULARISATION:** Although the processing of the legal claim is under way, the intention is to obtain payment of the outstanding principal, interest and procedural costs.

2) **REFINANCING:** Consisting of the formalisation of a new transaction with an authorised contribution in accordance with the governance defined by Santander at any given time after a case-by-case study by the analyst, taking into consideration the debtor's scoring and the type of guarantee.

3) **FORECLOSURE AND DEED IN LIEU ASSETS:** In the event of manifest insolvency of the customer or reduced economic capacity, the property is delivered in payment of the debt submitted for judicial award or notarial auction.

4) **CASH PAYMENTS:** Cash payments with partial forgiveness of the debt are allowed, being configured as another instrument for the case of low economic solvency.

At all times it must be taken into account that solutions are adapted to the circumstances of the customers in order to avoid generating situations of vulnerability.

#### **4.- Post-litigation**

Once the award has been made, the properties are transferred to the Property Management team of Santander. Its procedure for managing awarded properties is as follows:

##### **1) Legal Cleanup**

The legal situation of the property (mainly title, liens and possession) is reviewed by the external recovery and solicitors companies that provide services to the Bank, to determine whether there are any issues that might prevent its sale.

##### **2) Registration of the Property**

Once legal cleanup is finished, the property must enter in process of registration. The file is received from external recovery and solicitors companies with:

- Ownership document; and
- Litigation appraisal,

and an Agency presents and fulfils the Property Registration Form to the Registry to register Santander's ownership.

##### **3) Commercial Cleanup**

If there are no legal problems (mainly possession), the commercial cleanup of the property is carried out.

The properties are included in the portfolio of each Commercial Agent of Santander, which are distributed by geographical areas, and the steps to identify and determine the characteristics of the property are begun.

For this purpose, the External Collaborating Agent (*Agente Colaborador Externo*, or "**ACE**"), which is a Sales Agent with a contract with Santander, after a process of approval, and with a

presence in the specific area, prepares a report containing specific data on the property, such as surface area, external appearance and marketing possibilities in the area. The ACE also carries out a valuation of the property.

#### **4) Valuation of the assets**

The final price (proposed market price versus book value of the asset) is set by the corresponding decision-making bodies with sufficient powers in the Property Recovery and Management function, according to the governance in effect from time to time.

The sale price of the assets will be set by optimising the impact on results, based on objective criteria such as the market value of the assets and the sales strategy established by the Property Recovery and Management function, for which they take into account properties of similar characteristics in the area and, in some cases, any of the decision-making bodies may request updated appraisals and also valuations from statistical tools.

The prices set by the corresponding decision-making bodies are not negotiable by the customer and can be revised every 3 months, positioning the price according to market or Santander's circumstances. Exceptionally, and always after a reasoned proposal, offers may be submitted for an amount lower than the sales price fixed.

#### **5) Marketing**

The entity can use any channel (web pages, branch network, real estate agents, among others) for the marketing of the foreclosed assets. The decision on the channel used should follow the principle of speeding up sales, thus maximising the benefits for the entity.

The customer has several input channels:

- Marketer: A customer that is looking for a property visits the office of a marketer where they can "show" him/her Santander homes.
- Customer: A customer interested in a property seen on the web, submits his/her data. From the web the contacts are transferred to the marketer to try to schedule a visit.
- Intranet: Same treatment as websites but for employees. They have a 5% discount.
- Groups: Same access as for employees. Only agreements with specific groups.
- Call Centre: The customer sees the sign on the home and calls the Call Centre which transfers the data to the sales company to schedule a visit.
- Commercial Banking branches: They act as referral agents. They generate sales opportunities that are attended by the marketers.

#### **6) Completion of the sale**

Once the customer makes the purchase decision, the documentation (earnest money agreement, PBC form and additional documentation required by Santander) is sent to the Money Laundering Prevention (*Prevención de Blanqueo de Capitales*, or "**PBC**") Department of Santander through the Marketer. Once the documentation has been checked and found to be in order, the property is removed from the website and the procedures for the deed of the transaction are initiated (as in any property sale operation).

Santander has set up a procedure to offer financing to these customers financing on special terms.

#### **7) Deregistration of the asset**

Once the deed of sale has been signed, a copy is sent in order to:

- Deregister the asset and account for the sale.

- Proceed with the payment of the commission to the marketer that made the sale.

#### **Servicer default**

If the Issuer determines, acting in good faith and a commercially reasonable manner, that the Swap Counterparty has persistently failed to procure that the Reference Obligations and the Reference Collateral are administered and enforced by the Servicer in accordance with the Relevant Lender's Credit and Collection Policies and Servicing Principles as in force from time to time and to the standard of a reasonable and prudent lender or equivalent credit and collection policy and servicing principles; or, following receipt of a Policies Amendment Notice, that the relevant change(s) specified in such notice will have a material adverse effect on the rights and obligations of the Issuer under the Confirmation or in respect of the Reference Portfolio, the Issuer may, by not less than 15 Business Days' written notice (the date of such notice, the "**Servicer Default / Adverse Policies Amendment Notice Date**") to the Swap Counterparty designate a Cash Settlement Date as the Servicer Default / Adverse Policies Amendment Date in respect of the Transaction, which, in turn shall result in the termination of the Credit Default Swap, including the termination of the work-out period in respect of any outstanding Credit Events at such time. Following such termination, the Worked Out Credit Protection Amount in respect of each Defaulted Reference Obligation which has not become a Cured Reference Obligation will be zero, and no further servicing of such Defaulted Reference Obligation will be required under the Credit Default Swap. As such, the Noteholders are not exposed to a failure to continually service the Reference Obligations upon the default or insolvency of the Servicer as the Worked Out Credit Protection Amount of any outstanding Credit Events at that time will be zero and no further claims may be made in respect of any new Credit Event.

## DESCRIPTION OF THE INITIAL REFERENCE PORTFOLIO

There are 9,785 Reference Obligations in the Initial Reference Portfolio (which has been designated by the Swap Counterparty on the Cut-Off Date), the Initial Reference Portfolio Amount being EUR 2,765,684,995.84 and the Protected Reference Portfolio Amount being EUR 2,627,400,746.05.

Please see below some charts showing the distribution by several criteria of the Reference Obligations comprising the Initial Reference Portfolio.

### a) Distribution by Protected Reference Obligation Notional Amount (PRONA) of the Reference Obligations

The Protected Reference Obligation Notional Amount of the Reference Obligations in the Initial Reference Portfolio is between EUR 1,038.12 and EUR 19,000,002.00, with an average of EUR 268,513.11. The scope of the intervals are defined as including the first and excluding the last amount of such intervals.

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by PRONA:

PRONA	Reference Obligation Notional Amount (RONA)		Reference Obligations	
	€	%	Number	%
0-1,000,000	1,229,855,914	44.47%	9,264	94.68%
1,000,000-2,000,000	500,793,329	18.11%	327	3.34%
2,000,000-3,000,000	200,280,355	7.24%	77	0.79%
3,000,000-4,000,000	172,684,947	6.24%	49	0.50%
4,000,000-5,000,000	86,117,932	3.11%	18	0.18%
5,000,000-6,000,000	28,564,093	1.03%	5	0.05%
6,000,000-7,000,000	66,244,169	2.40%	10	0.10%
7,000,000-8,000,000	30,759,981	1.11%	4	0.04%
8,000,000-9,000,000	17,826,333	0.64%	2	0.02%
9,000,000-10,000,000	58,619,599	2.12%	6	0.06%
>10,000,000	373,938,344	13.52%	23	0.24%
<b>TOTAL</b>	<b>2,765,684,995.84</b>	<b>100.00%</b>	<b>9,785</b>	<b>100.00%</b>

### b) Distribution by initial amount of the Reference Obligations

The initial amount of the Reference Obligations in the Initial Reference Portfolio is between EUR 1,500.00 and EUR 100,000,000.00, with an average of EUR 384,610.88. The scope of the intervals are defined as including the first and excluding the last amount of such intervals.

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by initial principal:

Initial Balance	Reference Obligation Notional Amount (RONA)		Reference Obligations	
	€	%	Number	%
0-1,000,000	952,853,045	34.45%	8916	91.12%
1,000,000-2,000,000	460,579,666	16.65%	479	4.90%
2,000,000-3,000,000	288,819,165	10.44%	172	1.76%
3,000,000-4,000,000	209,514,452	7.58%	89	0.91%
4,000,000-5,000,000	111,178,463	4.02%	35	0.36%
5,000,000-6,000,000	99,898,265	3.61%	26	0.27%
6,000,000-7,000,000	46,994,737	1.70%	11	0.11%

7,000,000-8,000,000	44,294,169	1.60%	8	0.08%
8,000,000-9,000,000	38,173,212	1.38%	7	0.07%
9,000,000-1,000,0000	78,845,387	2.85%	11	0.11%
>10,000,000	434,534,434	15.71%	31	0.32%
<b>TOTAL</b>	<b>2,765,684,995.84</b>	<b>100.00%</b>	<b>9,785</b>	<b>100.00%</b>

**c) Distribution by year of origination of the Reference Obligations**

The origination dates fall between 1981 and 2024.

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by year of origination:

Origination Year	Reference Obligation Notional Amount (RONA)		Reference Obligations	
	€	%	Number	%
1981	38,526	0.00%	1	0.01%
1982	288,947	0.01%	1	0.01%
1985	834,737	0.03%	1	0.01%
1988	3,210,526	0.12%	1	0.01%
1990	1,220,000	0.04%	1	0.01%
1991	1,476,842	0.05%	2	0.02%
1992	1,862,105	0.07%	2	0.02%
1993	321,053	0.01%	1	0.01%
1994	513,684	0.02%	1	0.01%
1995	642,105	0.02%	1	0.01%
1996	1,515,368	0.05%	2	0.02%
1997	1,797,895	0.07%	5	0.05%
1998	3,210,526	0.12%	2	0.02%
1999	5,316,632	0.19%	4	0.04%
2000	2,863,789	0.10%	6	0.06%
2001	13,372,127	0.48%	6	0.06%
2002	3,800,621	0.14%	6	0.06%
2003	10,068,873	0.36%	6	0.06%
2004	1,483,375	0.05%	5	0.05%
2005	1,227,145	0.04%	8	0.08%
2006	23,845,474	0.86%	13	0.13%
2007	2,214,778	0.08%	14	0.14%
2008	5,940,510	0.21%	13	0.13%
2009	13,468,919	0.49%	30	0.31%
2010	4,991,400	0.18%	17	0.17%
2011	10,260,810	0.37%	13	0.13%
2012	9,576,921	0.35%	18	0.18%
2013	12,228,142	0.44%	37	0.38%
2014	62,536,662	2.26%	79	0.81%
2015	42,407,178	1.53%	86	0.88%
2016	50,957,818	1.84%	104	1.06%
2017	50,849,531	1.84%	80	0.82%

2018	64,805,648	2.34%	96	0.98%
2019	45,602,302	1.65%	146	1.49%
2020	116,939,595	4.23%	265	2.71%
2021	98,577,184	3.56%	299	3.06%
2022	125,232,556	4.53%	576	5.89%
2023	351,117,667	12.70%	1,433	14.64%
2024	1,619,067,022	58.54%	6,404	65.45%
<b>TOTAL</b>	<b>2,765,684,995.84</b>	<b>100.00%</b>	<b>9,785</b>	<b>100.00%</b>

#### d) Distribution by year of maturity of the Reference Obligations

The maturities fall between 2025 and 2054.

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by year of maturity:

Maturity Year	Reference Obligation Notional Amount (RONA)		Reference Obligations	
	€	%	Number	%
2025	861,557,875	31.15%	1,411	14.42%
2026	41,887,494	1.51%	688	7.03%
2027	107,496,543	3.89%	1,504	15.37%
2028	99,335,557	3.59%	1,142	11.67%
2029	728,860,740	26.35%	2,969	30.34%
2030	121,040,038	4.38%	337	3.44%
2031	391,320,532	14.15%	838	8.56%
2032	19,588,485	0.71%	48	0.49%
2033	21,456,053	0.78%	61	0.62%
2034	38,257,032	1.38%	117	1.20%
2035	32,865,414	1.19%	48	0.49%
2036	81,893,162	2.96%	152	1.55%
2037	15,513,875	0.56%	31	0.32%
2038	23,623,038	0.85%	54	0.55%
2039	166,818,977	6.03%	334	3.41%
2040	276,787	0.01%	2	0.02%
2041	4,756,849	0.17%	9	0.09%
2042	830,234	0.03%	5	0.05%
2043	1,347,886	0.05%	5	0.05%
2044	2,588,603	0.09%	9	0.09%
2045	1,342,342	0.05%	4	0.04%
2046	709,529	0.03%	5	0.05%
2047	83,658	0.00%	1	0.01%
2048	0	0	0	0
2049	515,936	0.02%	3	0.03%
2050	288,352	0.01%	1	0.01%
2051	0	0	0	0
2052	88,611	0.00%	1	0.01%
2053	67,590	0.00%	1	0.01%
2054	1,273,806	0.05%	5	0.05%



<b>TOTAL</b>	<b>2,765,684,995.84</b>	<b>100.00%</b>	<b>9,785</b>	<b>100.00%</b>
--------------	-------------------------	----------------	--------------	----------------

**e) Distribution by geographical region**

The top three regions account EUR 1,364,342,386 (49.33% of the Initial Reference Portfolio Amount).

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by location of the related Reference Entities:

Region	Reference Obligation Notional Amount (RONA)		Reference Obligations	
	€	%	Number	%
CATALUÑA	548,180,110	19.82%	1,338	13.67%
MADRID	507,966,642	18.37%	1,731	17.69%
ANDALUCIA	308,195,634	11.14%	1,554	15.88%
COMUNIDAD VALENCIANA	202,683,429	7.33%	680	6.95%
GALICIA	195,877,213	7.08%	724	7.40%
PAIS VASCO	164,640,203	5.95%	282	2.88%
CANARIAS	151,612,358	5.48%	669	6.84%
CASTILLA-LEON	111,891,018	4.05%	648	6.62%
ARAGON	108,633,866	3.93%	242	2.47%
BALEARES	84,472,613	3.05%	199	2.03%
ASTURIAS	77,051,209	2.79%	200	2.04%
CASTILLA-LA MANCHA	76,064,439	2.75%	438	4.48%
MURCIA	66,606,203	2.41%	279	2.85%
EXTREMADURA	56,261,891	2.03%	430	4.39%
NAVARRA	45,742,850	1.65%	93	0.95%
CANTABRIA	43,197,546	1.56%	215	2.20%
LA RIOJA	15,278,583	0.55%	49	0.50%
MELILLA	675,199	0.02%	8	0.08%
CEUTA	653,991	0.02%	6	0.06%
<b>TOTAL</b>	<b>2,765,684,995.84</b>	<b>100.00%</b>	<b>9,785</b>	<b>100.00%</b>

**f) Distribution by industry sector of the borrowers (2009 CNAE Classification)**

The top three high-level CNAE industry sectors account for EUR 1,635,152,919 (59.12% of the Initial Reference Portfolio Amount).

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by industry sector of the related Reference Entities:

Industry Sector <sup>1</sup>	Reference Obligation Notional Amount (RONA)		Reference Obligations	
	€	%	Number	%
Manufacturing industry	690,485,971	24.97%	1,277	13.05%
Wholesale and retail trade	609,686,360	22.04%	2,207	22.55%
Real Estate Activities	334,980,588	12.11%	585	5.98%
Hotels and restaurants	199,921,348	7.23%	1,403	14.34%

<sup>1</sup> Clasificación Nacional de Actividades Económicas 2009 published by the Spanish Instituto Nacional de Estadística (1p CNAE level).

Agriculture, livestock, forestry and fisheries	163,824,349	5.92%	789	8.06%
Professional, scientific and technical activities	144,590,996	5.23%	595	6.08%
Transport and storage	129,711,427	4.69%	687	7.02%
Construction	103,086,764	3.73%	719	7.35%
Financial and Insurance Activities	98,136,680	3.55%	123	1.26%
Administrative and support service activities	89,763,057	3.25%	359	3.67%
Information and communication activities	52,801,102	1.91%	215	2.20%
Health and social work activities	46,174,982	1.67%	225	2.30%
Water supply, sewerage, waste management and remediation activities	26,810,717	0.97%	41	0.42%
Electricity, gas, steam and air-conditioning supply	20,723,824	0.75%	42	0.43%
Arts, entertainment and recreation activities	17,253,044	0.62%	151	1.54%
Other services	14,557,138	0.53%	164	1.68%
Education	13,083,086	0.47%	107	1.09%
Extractive industries	8,530,628	0.31%	23	0.24%
No CNAE	1,536,635	0.06%	71	0.73%
Public administration and defence; compulsory social security	26,300	0.00%	2	0.02%
<b>TOTAL</b>	<b>2,765,684,995.84</b>	<b>100.00%</b>	<b>9,785</b>	<b>100.00%</b>

**g) Distribution by amortisation type of the reference Obligations**

The following chart shows the distribution of the Reference Obligations in the Initial Reference Portfolio by amortisation type:

Amortisation Type	Reference Obligation Notional Amount (RONA)		Reference Obligations	
	€	%	Number	%
French	1,695,208,566	61.29%	7,519	76.84%
Bullet	908,031,233	32.83%	1,897	19.39%
Linear	73,648,638	2.66%	332	3.39%
Contractual	88,796,558	3.21%	37	0.38%
<b>TOTAL</b>	<b>2,765,684,995.84</b>	<b>100.00%</b>	<b>9,785</b>	<b>100.00%</b>

## ISSUER

The Issuer is a Spanish securitisation fund (*fondo de titulización*), which is an isolated pool of assets (*patrimonio separado*) comprised by assets (mainly, the proceeds of the issue of the Notes) and liabilities (mainly, the Notes and any other financing received by the Issuer). The legal regime applicable to the Issuer is set forth in Law 5/2015, dated 27 April ("**Law 5/2015**").

The name of the Issuer is "Fondo de Titulización MAGDALENA 11". The Issuer has been incorporated on 18 November 2024 by means of the execution of its Deed of Incorporation. The Issuer, as a Spanish securitisation fund (*fondo de titulización*), is a regulated entity subject to the supervision of the CNMV. Moreover, its incorporation has been approved by the CNMV, which has registered the Deed of Incorporation of the Issuer with its public registry.

The Issuer is a special purpose entity which will carry out a specific synthetic securitisation transaction, pursuing the activities set out in the Transaction Documents and summarised in this document. The main activities of the Issuer are, *inter alia*, the issue of the Notes and the entering into of the Transaction Documents (in particular, the Credit Default Swap). The Issuer has not engaged, since its incorporation, in any material activities nor commenced operations (other than those incidental to its incorporation, the issue of the Notes and activities incidental to the exercise of its rights and compliance with its obligations under the Transaction Documents). The Issuer has no employees.

The activities of the Issuer (as those ones of any other Spanish securitisation fund (*fondo de titulización*)) are limited by operation of law to the transaction expressly contemplated in its Deed of Incorporation (which contemplates the execution of the Transaction Documents). Therefore, the Issuer can neither carry out any other transactions nor enter into any new contracts other than those required for the purposes of the transaction contemplated in its Deed of Incorporation.

Since the Issuer is newly incorporated, it lacks any historical financial information. Its annual financial statements will be subject to verification and annual review by the auditors. The annual report of the Issuer will be filed with the CNMV within the deadlines set in the current regulations. By virtue of the resolutions adopted by the board of directors of the Management Company dated 9 October 2024, PricewaterhouseCoopers Auditores, S.L. was appointed as the auditor of the Issuer for years 2024, 2025 and 2026. PricewaterhouseCoopers Auditores, S.L. is registered with the Official Registry of Auditors (*Registro Oficial de Auditores de Cuentas*) with number S0242 and has its registered address in Madrid at Paseo de la Castellana 259 B.

The Issuer cannot be subject to insolvency proceedings (*concurso*) under the Spanish Insolvency Law, although it can be liquidated upon occurrence of any of the liquidation events set forth in the Deed of Incorporation.

### ***The Management Company***

As Spanish securitisation funds have no legal personality, they must be managed by a third party. As a matter of Spanish law, the management and legal representation of a securitisation fund is legally vested on specific financial institutions denominated "*sociedades gestoras*" (management companies), which are legally entrusted with the defence of the rights and interests of the noteholders and the other creditors of the securitisation fund. Management companies of Spanish securitisation funds (*fondos de titulización*) are subject to supervision by the CNMV.

The Management Company of the Issuer is Santander de Titulización, S.G.F.T., S.A.

The Management Company was incorporated in December 1992 and is duly registered in the special registry established for such purpose by the CNMV under number 1. The Management Company belongs to the Santander group and its registered office is at Juan Ignacio Luca de Tena, 9-11, 28027 Madrid.

The Deed of Incorporation does not contemplate Noteholders having voting rights. Pursuant to Article 25.1 of Law 5/2015, the Management Company shall be the legal representative of the Issuer, it being required by Article 26.1.a) to protect the interest of the Noteholders and other Creditors of the Issuer and to ensure that the Issuer is operated in accordance with the provisions of the Deed of Incorporation. The Management Company is not responsible for any of the Issuer's liabilities. 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 (those duties including, among others, to exercise and enforce all of the rights and remedies of the Issuer under the Credit Default Swap and all of the other Transaction Documents to which the Issuer is a party).

In case of insolvency (*concurso*) of the Management Company, Article 33 of Law 5/2015 requires the appointment of a new management company to represent and manage the Issuer. If such new management company is not appointed within a four (4) months period after the date insolvency is declared, the Issuer will be liquidated and the Notes issued by the Issuer will be redeemed in accordance with the terms and conditions set forth in the Deed of Incorporation. Pursuant to the Deed of Incorporation, in the event that the Management Company is insolvent, it shall use its best efforts to appoint a new management company and to take into consideration suggestions by the Noteholders to this effect.

## CREDIT DEFAULT SWAP

*The following is a summary of certain provisions of the Credit Default Swap and is qualified in its entirety by reference to the detailed provisions of the Credit Default Swap. The following summary does not purport to be complete, and prospective investors must refer to the Credit Default Swap for detailed information regarding the Credit Default Swap.*

### **Documentation**

On the Incorporation Date, the Issuer will enter into the credit default swap with Banco Santander, S.A. (the "**Swap Counterparty**") pursuant to a 2002 ISDA Master Agreement and the schedule thereto (the "**ISDA**"), and a credit default swap confirmation (the "**Confirmation**") having an effective date (the "**Effective Date**") which is the same as the Closing Date (the "**Credit Default Swap**").

The Credit Default Swap will incorporate the 2003 ISDA Credit Derivatives Definitions (without incorporating either the 2009 ISDA Credit Derivatives Definitions Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions published on 12 March 2009 or the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the ISDA Credit Derivatives Definitions, published on 14 July 2009) (the "**2003 Definitions**"). In the event of any inconsistency between the 2003 Definitions and the Credit Default Swap, the Credit Default Swap will prevail.

Noteholders are deemed to have notice of the terms of the Credit Default Swap and the 2003 Definitions.

### **The Reference Portfolio**

#### ***Summary of Reference Portfolio***

The portfolio in respect of which the Credit Default Swap is entered into (as the same may be amended from time to time pursuant to a Reduction/Removal or Substitution, the "**Reference Portfolio**") will, at any time, consist of a pool of credit exposures to obligors (the "**Reference Entities**") selected by the Swap Counterparty on the Cut-Off Date and identified as such by an identification code in the Reference Register and their related Reference Obligations (as defined below) at that time.

In respect of each Reference Entity, the Swap Counterparty has designated, in the Reference Register, one or more Reference Obligations which are identified by an identification code and the applicable Reference Obligation Notional Amount and Protected Reference Obligation Notional Amount in respect thereof (the "**Reference Obligations**").

The Reference Obligations comprising the Reference Portfolio may or may not have been originated or acquired by the Swap Counterparty. As at the Cut-Off Date, each Reference Obligation in the Reference Portfolio complied with the Eligibility Criteria and the Reference Portfolio is required to comply with the Portfolio Guidelines (save for those criteria set forth in paragraphs (i) and (ii) of the Portfolio Guidelines).

The initial Reference Entities, Reference Obligations, Reference Obligation Notional Amounts and Protected Reference Obligation Notional Amounts are subject to variation from time to time pursuant to any Substitution or Reduction/Removal.

#### ***Reference Register***

The Swap Counterparty is required to maintain a register in respect of each Reference Obligation and Reference Entity containing the information set out in the section entitled "*Reference Register*" in this Information Memorandum (such register as amended by the Swap Counterparty from time to time in accordance with the terms of the Credit Default Swap, the "**Reference Register**").

#### ***Reference Obligation Notional Amount***

The "**Reference Obligation Notional Amount**" and "**Protected Reference Obligation Notional Amount**" designated in respect of any Reference Obligation is the Euro amount identified as such in respect of such Reference Obligation in the Reference Register, *provided that*, if such Reference Obligation is not a Credit Line, the Protected Reference Obligation Notional Amount will be equal to 95% of the Relevant

Lender's exposure to such Reference Obligation on the Relevant Date, as adjusted pursuant to the terms of the Credit Default Swap.

The Reference Obligation Notional Amount of a Reference Obligation may be reduced as a result of a Reduction/Removal as described herein. For the avoidance of doubt, the Reference Obligation Notional Amount shall not be subject to increase as a result of any amendment or refinancing that results in interest being capitalised.

#### ***Reference Obligation Eligibility Criteria***

Each Reference Obligation and, where applicable, its corresponding Reference Entities must meet the individual criteria set out in the section entitled "*Eligibility Criteria*" section in this Information Memorandum (the "**Eligibility Criteria**") on its Relevant Date.

The "**Relevant Date**" in respect of a Reference Obligation is:

- (a) with respect to any Reference Obligation comprised in the Reference Portfolio on the Effective Date, the Cut-Off Date; and
- (b) with respect to any Reference Obligation that has been added to the Reference Portfolio after the Effective Date pursuant to a Substitution, the date falling 5 Note Business Days prior to the relevant Substitution Date.

#### ***Reference Portfolio Eligibility Criteria***

On the Cut-Off Date and each Relevant Date in respect of any Substitution, the Reference Portfolio will be required to meet the criteria set out, and in the manner set out, in the "*Portfolio Guidelines*" section in this Information Memorandum (the "**Portfolio Guidelines**") on the Cut-Off Date (save that the Reference Portfolio shall not be required to meet criteria (i) and (ii) of the Portfolio Guidelines on the Cut-Off Date) and each Relevant Date in respect of any Substitution (subject to the PG Breach Exception, as described below).

#### ***Substitution***

If the Swap Counterparty becomes aware or the Issuer determines that any Reference Obligation comprised in the Reference Portfolio on the Effective Date did not comply with the Eligibility Criteria on the Cut-Off Date or that any Substitution was effected without satisfying the Conditions to Substitution (a "**False Addition**"), then the Swap Counterparty or the Issuer, as applicable, will, as soon as reasonably practicable, notify the other party of such event.

If a Reference Obligation has been added/adjusted pursuant to a False Addition, then:

- (a) promptly following the date on which the Swap Counterparty became aware of such False Addition, the Swap Counterparty will remove the relevant Reference Obligation from the Reference Portfolio (and for the avoidance of doubt, such removal will constitute a Reduction/Removal); and
- (b) on any Cash Settlement Date, the Swap Counterparty will have the right (but not the obligation) at its sole discretion (and acting in its own interests) to add, with effect from and including such date, one or more Reference Obligations (including Reference Obligations with respect to new Reference Entities) to the Reference Portfolio (each such addition, a "**Substitution**", each such Reference Obligation, a "**Substitute Obligation**", the Reference Obligation Notional Amount being added to the Reference Portfolio as applicable, the "**Substitute RONA**" and the Protected Reference Obligation Notional Amount being added to the Reference Portfolio, the "**Substitute PRONA**"), *provided that*, in respect of each Substitution, on the Relevant Date:
  - (i) the Substitute Obligation satisfied each of the Eligibility Criteria;
  - (ii) the Swap Counterparty has annual individual and consolidated accounts for the last two accounting periods duly audited and the auditors' report in respect of the last accounting period does not contain any qualifications which are relevant for the purposes of article 17(a) of Law 5/2015;

- (iii) the aggregate Substitute RONA of each Substitute Obligation on each Cash Settlement Date does not exceed the aggregate Reference Obligation Notional Amount of each Ineligible Obligation removed from the Reference Portfolio during the immediately preceding Calculation Period;
- (iv) the weighted average PD of the Substitute Obligations on the related Cash Settlement Date does not exceed the weighted average PD of the Ineligible Obligations removed from the Reference Portfolio during the immediately preceding Calculation Period; and
- (v) either:
  - (A) the Portfolio Guidelines were satisfied in respect of all Substitutions on the Relevant Date in respect of such Substitution; or
  - (B) if the Portfolio Guidelines set out in sub-paragraph (iii) of the Portfolio Guidelines had been breached immediately prior to the relevant Substitution (after taking into account any Reduction/Removal on such Substitution Date) and such breach is continuing, (1) the weighted average life of all Reference Obligations which are the subject of the Substitution on that date is equal to or lower than 3.50 years and (2) all of the other Portfolio Guidelines were satisfied in respect of all Substitution Date on the Relevant Date including such Substitution (the "**PG Breach Exception**"),

(together, the "**Conditions to Substitution**"); and

- (c) No Credit Event Notice may be delivered with respect to such Reference Obligation.

Each day on which any Substitution is effected by the Swap Counterparty shall constitute a "**Substitution Date**".

Any failure to satisfy the Conditions to Substitution will not comprise a breach of the Credit Default Swap or the ISDA or otherwise comprise a Swap Event of Default (including, without limitation, under Section 5(a)(ii) of the ISDA) or an event which, with the giving of notice or the lapse of time or both, would constitute a Swap Event of Default with respect to the Swap Counterparty and in the absence of fraud, will not entitle Issuer to claim any compensation, damages or any other equitable relief.

#### ***Reductions/Removals***

The Reference Obligation Notional Amount in respect of a Reference Obligation may be reduced from time to time as follows (each such reduction, a "**Reduction/Removal**"):

- (a) in respect of a Reference Obligation which is not a Credit Line, in whole or in part (as applicable) to reflect any repayment, prepayment or amortisation in relation to the relevant Reference Obligation by an amount which is in the same proportion to the Protected Reference Obligation Notional Amount of the Reference Obligation immediately prior to such repayment, prepayment or amortisation as the amount that such repayment, prepayment or amortisation bears to the outstanding principal amount of such Reference Obligation immediately prior to such repayment, prepayment or amortisation. For the avoidance of doubt, no such reduction shall occur following a repayment or prepayment in respect of a Reference Obligation which is a Credit Line;
- (b) in whole or in part (as applicable) to reflect any disposal by the Relevant Lender of all or part of its interest in the Reference Obligation in the ordinary course of its business to a third party which is not either (i) the Swap Counterparty, (ii) a credit institution (other than the Swap Counterparty) or a regulated lending institution (*establecimiento financiero de crédito*) which, in both cases, is part of the Banco Santander S.A. consolidated accounting group or (iii) a special purpose vehicle or other entity which is part of the Banco Santander S.A. consolidated accounting group by an amount which is in the same proportion to the Protected Reference Obligation Notional Amount of the Reference Obligation immediately prior to such disposal as the amount that such disposal bears to the outstanding principal amount of such Reference Obligation immediately prior to such disposal;

- (c) in whole if the relevant Reference Obligation ceases to be held on Banco Santander S.A.'s regulatory balance sheet as a result of the Relevant Lender no longer being consolidated with Banco Santander S.A. for the purpose of Article 11 of Regulation No 575/2013 of the European Parliament and of the Council of 26 June 2013 (the "CRR");
- (d) in respect of a Reference Obligation which is a Credit Line, in whole upon the cancellation in full of the commitment and repayment of all outstanding amounts in respect of that Reference Obligation;
- (e) in respect of a Reference Obligation which is a Credit Line, in part if, following the occurrence of the Event Determination Date in respect of such Reference Obligation, the Defaulted Notional Amount is less than the Protected Reference Obligation Notional Amount for that Reference Obligation, by an amount equal to the amount by which the Protected Reference Obligation Notional Amount exceeds the Defaulted Notional Amount;
- (f) in whole, if the relevant Reference Obligation is determined by the Swap Counterparty or the Independent Accountants to have been a False Addition;
- (g) in whole if the relevant Reference Obligation becomes a Worked Out Reference Obligation other than where the relevant Reference Obligation is a Cured Reference Obligation, *provided that* for the purpose of determining the Portfolio Amortisation Amount, the amount of such Reduction shall be deemed to be an amount equal to the Defaulted Notional Amount for such Reference Obligation *minus* the Worked Out Credit Protection Amount for such Reference Obligation;
- (h) at the option of the Swap Counterparty, in whole if, following the occurrence of an Event Determination Date in respect of such Reference Obligation, the Swap Counterparty determines in a commercially reasonable manner and in good faith that any of sub-paragraphs (c), (d) or (e) (as applicable) of the Additional Condition to Settlement could not be satisfied in respect of that Reference Obligation;
- (i) in whole in respect of any Reference Obligation if a Credit Event occurred in respect of the relevant Reference Obligation prior to the Effective Date;
- (j) in whole or in part if, as a result of any amendment or refinancing, the Reference Obligation becomes subject to a guarantee from the European Investment Bank, the European Investment Fund or the *Instituto de Crédito Oficial* or, if such Reference Obligation was subject to such a guarantee when it was first included in the Reference Portfolio, such guarantee is extended to cover a previously unguaranteed portion of the Reference Obligation (and, where in part, such Reduction/Removal shall only occur in respect of the portion corresponding to such portion subject to the guarantee); and
- (k) at the option of the Swap Counterparty, in whole, if as a result of an amendment or refinancing, the final repayment date of the relevant Reference Obligation were to be extended beyond the Scheduled Termination Date.

If the Swap Counterparty becomes aware that the Reference Portfolio did not comply with the applicable criteria set forth in the Portfolio Guidelines on the Cut-Off Date, the Swap Counterparty shall select one or more Reference Obligations to be removed from the Reference Portfolio so as to cause the Reference Portfolio following such removal to be in compliance with the Portfolio Guidelines (and any such removal shall be a Reduction/Removal).

Following any reduction of the Protected Reference Obligation Notional Amount in whole, the relevant Reference Obligation shall be removed from the Reference Portfolio.

For the avoidance of doubt, the Swap Counterparty may not reduce or remove any Reference Obligations from the Reference Portfolio otherwise than in accordance with the foregoing.

### **Servicing**

The Reference Obligations will be administered and enforced by the Relevant Lender or its agent acting on its behalf (the "Servicer") in accordance with the Servicer's credit and collection policy and servicing



principles as in force from time to time (the "**Servicing Standards**") or equivalent credit and collection policy and servicing principles.

In all cases, any credit, risk management, recovery process and/or enforcement decisions relating to the Reference Portfolio shall be taken by the Relevant Lender without regard to the existence of the Credit Default Swap and with a view of minimising losses and maximising recoveries on the relevant Reference Obligation.

The Swap Counterparty shall ensure that information barriers are put in place such that the officers of the Relevant Lender responsible for servicing the Reference Obligations in the Reference Portfolio shall not be aware of the Reference Obligations included in the Reference Portfolio and each Servicer shall therefore carry out its duties in relation to the Reference Portfolio without regard to the existence of the Credit Default Swap.

### **Amendment and Refinancing of Reference Obligations**

Reference Obligations may, from time to time, be amended or refinanced by the Relevant Lender in accordance with its normal servicing practices for loans of that type, including, without limitation, increases of the principal amount, changes to the interest rate of the loan, changes to the borrower or an amendment made (or deemed to be made) as required to comply with applicable moratoria or similar events.

Such amendment or refinancing may include extending the final repayment date for such Reference Obligation provided that the final repayment date may not be extended beyond the Scheduled Termination Date except where such extension occurs as a result of (i) a Restructuring, or (ii) any payment holiday or moratorium which is either imposed by operation of law or pursuant to a General Moratorium, and further provided that any amendment or refinancing of any Reference Obligation in respect of which the Relevant Lender is a Securitisation Issuer shall be also subject to those restrictions and limitations (if any) applicable under the transactions documents of the relevant Securitisation. Any such amendment may take the form of the cancellation or repayment of the existing Reference Obligation and its replacement with a new obligation of the same borrower or a different borrower.

Except as permitted in sub-paragraphs (j) and (k) under the sub-section "Reductions/Removal" above, an amended or refinanced Reference Obligation will remain in the Reference Portfolio without being required to satisfy the Eligibility Criteria or Portfolio Guidelines at that time.

Where, pursuant to a refinancing, two or more Reference Obligations are consolidated into one new obligation, including where such new obligation has a different borrower, such new obligation shall be a new Reference Obligation and shall remain in the Reference Portfolio and the Reference Obligation Notional Amount and the Protected Reference Obligation Notional Amount of such new Reference Obligation shall be equal to the aggregate Reference Obligation Notional Amounts and the aggregate Protected Reference Obligation Notional Amounts of the Reference Obligations being consolidated immediately prior to the refinancing.

Where, pursuant to a refinancing, one Reference Obligation is split into two or more new obligations, including where such new obligations have a different borrower, each such new obligation shall be a new Reference Obligation and shall remain in the Reference Portfolio and the sum of the Reference Obligation Notional Amounts and the sum of the Protected Reference Obligation Notional Amounts of such new Reference Obligations shall be equal to the Reference Obligation Notional Amount and the Protected Reference Obligation Notional Amount, as applicable, of the Reference Obligation being split immediately prior to the refinancing.

Where, pursuant to a refinancing, the principal amount of the Reference Obligation to which the Relevant Lender is exposed is increased, such Reference Obligation shall remain in the Reference Portfolio and the Reference Obligation Notional Amount and the Protected Reference Obligation Notional Amount of such new Reference Obligation shall be equal to those immediately prior to the refinancing.

For the avoidance of doubt, an amendment or refinancing which constitutes or gives rise to a Restructuring Credit Event will be settled in accordance with the Settlement Method.

## Fixed Amounts

As the buyer of credit protection, the Swap Counterparty will make periodic payments of Fixed Amounts to the Issuer. Fixed Amounts will be payable on each date falling one (1) Note Business Day prior to a Cash Settlement Date (each such date, a "Fixed Rate Payer Payment Date").

"Fixed Amount" for any Fixed Rate Payer Payment Date means the amount determined by the Swap Calculation Agent to be equal to:

- (A) the sum of:
  - (a) the Protected Tranche Fixed Component Amount in respect of that Fixed Rate Payer Payment Date;
  - (b) the Issuer Operating Expenses in respect of that Fixed Rate Payer Payment Date;
  - (c) the Issuer Taxes in respect of that Fixed Rate Payer Payment Date;
  - (d) the Subordinated Loan Amounts in respect of that Fixed Rate Payer Payment Date;
  - (e) if, on such Fixed Rate Payer Payment Date, the Swap Counterparty is not the Deposit Bank, the absolute value of any negative interest charged on the Deposit Account in respect of such Fixed Rate Payer Calculation Period; and
  - (f) any Tax Gross Up Amount in respect of that Fixed Rate Payer Payment Date;

*less*

- (B) if, on such Fixed Rate Payer Payment Date, the Swap Counterparty is not the Deposit Bank, an amount equal to any positive interest paid into the Deposit Account in respect of such Fixed Rate Payer Calculation Period.

If the Fixed Amount in respect of a Fixed Rate Payer Payment Date is a negative amount, the Issuer shall pay an amount equal to the absolute value of the Fixed Amount to the Swap Counterparty on the Cash Settlement Date immediately following such Fixed Rate Payer Payment Date.

"Tax Gross Up Amount" means such additional amount as is necessary to ensure that the net amount actually received by the Noteholders following the occurrence of a Tax Gross Up Event will equal the full amount that the Noteholders would have received had no such Tax Gross Up Event occurred.

"Tax Gross Up Event" means the fact that the Swap Counterparty receives not less than 15 days' notice from the Issuer, the Paying Agent or any Noteholder that the Issuer is required to make any deduction or withholding for or on account of any tax in relation to a number of Notes equal to or greater than 25% of the Notes outstanding at such time other than where any such deduction or withholding is required because of the failure of the relevant Noteholders to provide any certificates and/or other information as may be required by the Issuer or the Paying Agent in order for such payments to be made free of such deduction or withholding, *provided that* Notes held by Noteholders who are tax resident in a jurisdiction which (i) qualifies as a non-cooperative jurisdiction (*jurisdicción no cooperativa*) for the purposes of Spanish tax laws or (ii) is listed as a high-risk and non-cooperative jurisdiction by the Financial Action Task Force ("FATF") shall not be taken into account for the purposes of the calculation of such 25% threshold.

## Credit Events

A "Credit Event" means the occurrence of a Bankruptcy, Failure to Pay or Restructuring in respect of a Reference Obligation or the Reference Entity in respect thereof, provided, for the avoidance of doubt, that forbearance measures within the meaning of Article 47b of the CRR that are applied to the underlying exposures shall not preclude the triggering of eligible Credit Events. For this purpose:

"Bankruptcy" means a Reference Entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) to (g) (inclusive).

**"Failure to Pay"** means, in respect of a Reference Obligation, the failure by the relevant Reference Entity to make, where and when due (after satisfaction of any conditions precedent applicable to the commencement of any Grace Period with respect to payments due under such Reference Obligation and upon expiration of any such Grace Period), any payments in respect of:

- (i) in the case of each Reference Obligation classified as "Retail" in the Relevant Lender's systems, such Reference Obligation; and
- (j) in the case of each Reference Obligation classified as "Non-Retail" in the Relevant Lender's systems, any obligation owed to the Relevant Lender by such Reference Entity,

which in each case, are no less than the Minimum Payment Amount, and one or more of such payments which exceeds the Minimum Payment Amount remain outstanding for, in aggregate, at least 90 days after their relevant due dates, where:

**"Minimum Payment Amount"** means, in respect of:

- (a) each Reference Obligation classified as "Retail" in the Relevant Lender's systems, the sum of:
  - (i) EUR 100; and
  - (ii) one per cent. of the outstanding principal amount owed in respect of such Reference Obligation; and
- (b) each Reference Obligation classified as "Non-Retail" in the Relevant Lender's systems, the sum of:
  - (i) EUR 500; and
  - (ii) one per cent. of the outstanding principal amount owed in respect of all obligations owed to the Relevant Lender by the relevant Reference Entity in respect of such Reference Obligation.

**"Restructuring"** means, in respect of a Reference Obligation, the forgiveness or postponement of principal, interest or fees that results in or occurs at a time when the Relevant Lender has recorded a negative value adjustment or other similar debit directly attributable to the principal amount of the Reference Obligation to the profit and loss account of the Relevant Lender in respect of such Reference Obligation, *provided that* the same is effected:

- (a) at a time when a Distress Condition is prevailing in respect of such Reference Obligation;
- (b) with regard to the standards of a reasonable and prudent lending bank (disregarding for such purposes the effect of the credit protection provided by the Credit Default Swap in respect of such Reference Obligation but taking into account any security allocable to that Reference Obligation); and
- (c) with the intent that such Restructuring is to minimise any expected loss in respect of such Reference Obligation,

provided that a General Moratorium shall not of itself constitute a Restructuring, but may do so where the other elements of this definition are satisfied by or at the time of such General Moratorium, and for this purpose, sub-paragraphs (b) and (c) of this definition shall be deemed satisfied in respect of any General Moratorium.

For the purposes of the foregoing:

- (a) **"Distress Condition"** means, in respect of a Reference Obligation, that:
  - (i) the relevant Reference Entity is facing or is expected to face difficulties resulting from a deterioration in the creditworthiness or financial condition of such Reference Entity in satisfying its payment obligations under such Reference Obligation either in the short term or the long term; or
  - (ii) with effect from the Default Guidelines Implementation Date, the Calculation Agent determines that a default has been triggered by circumstances constituting a distressed restructuring determined in accordance with the Default Guidelines,

in either case, as determined by the Calculation Agent in accordance with the Servicing Principles;

- (b) **"Default Guidelines"** means each of:
  - (i) the EBA (European Banking Authority) Guidelines on the application of the definition of default under Article 178 of Regulation (EU) No 575/2013 (EBA/GL/2016/07) (18 January 2017);
  - (ii) Commission Delegated Regulation (EU) 2018/171; and
  - (iii) any other regulation or guidelines relevant to the application of the definition of default under Article 178 of the CRR by the Swap Counterparty for prudential purposes from time to time;
- (c) **"Default Guidelines Implementation Date"** means the date on which the Default Guidelines have been first implemented into the policies and procedures of the Swap Counterparty;
- (d) **"Grace Period"** means, in respect of any Reference Obligation, the applicable grace period with respect to payments under the relevant Reference Obligation, as may be extended pursuant to any General Moratorium in respect of such Reference Obligation; and
- (e) **"General Moratorium"** means:
  - (i) a general payment moratorium which:
    - (A) is based on the applicable national law or is otherwise agreed to by the Relevant Lender in the context of an industry- or sector-wide moratorium scheme agreed or coordinated within the banking industry or a material part thereof; and

- (B) applies to a large group of obligors predefined on the basis of broad criteria; and
  - (C) envisages only changes to the schedule of payments for a predefined limited period of time; and
  - (D) offers the same conditions for the changes of the payment schedules to all exposures subject to the moratorium; and
  - (E) does not apply to new loan contracts granted after the date when the moratorium was announced; and/or
- (ii) any other moratoria on loan repayments which is implemented as a result of any regulation, guidelines or statements published by the EBA from time to time relevant to general moratoria on loan repayments (including, without limitation, the Reference Obligations), including any such regulations, guidelines or statements that lead to a re-interpretation of the payment moratorium described in (i) above).

## Settlement Terms

### *Calculation of Aggregate Seller Payments*

On each 23 January, 23 April, 23 July and 23 October in each year from (and including) 23 April 2025 to (and including) the Termination Date (each such date being, for these purposes, a "**Cash Settlement Date**") the Issuer shall pay certain amounts to the Swap Counterparty in respect of the aggregate loss amounts in respect of the Defaulted Reference Obligations in the Reference Portfolio determined during the Calculation Period related to such Cash Settlement Date (such amount, the Aggregate Issuer Payment, as set out in more detail below).

On each Note Business Day falling five (5) Note Business Days prior to a Cash Settlement Date (each, a "**Calculation Date**") the Swap Calculation Agent will calculate the "**Aggregate Seller Payment**", which will be equal to the sum of the Protected Tranche Loss Allocation.

The amount of the "**Protected Tranche Loss Allocation**" will be equal to:

- (a) if the Current Period Loss Adjustment is a positive amount, an amount equal to the lesser of:
  - (i) the greater of (A) zero and (B) the Current Period Loss Adjustment *minus* the Threshold Loss Allocation on that Calculation Date; and
  - (ii) the Protected Tranche Amount on that Calculation Date (prior to giving effect to any adjustment to the Protected Tranche Amount on that Calculation Date); and
- (b) if the Current Period Loss Adjustment is a negative amount, an amount equal to the lesser of:
  - (i) the greater of (A) zero and (B) the absolute value of the Current Period Loss Adjustment minus the absolute value of the Senior Tranche Loss Allocation for that Calculation Date; and
  - (ii) the Cumulative Protected Tranche Loss Amount immediately prior to that Calculation Date,

expressed as a negative amount.

### *Conditions to Settlement*

Losses in respect of a Reference Obligation will be included in the calculation of the Aggregate Issuer Payment if the following conditions (the "**Conditions to Settlement**") are satisfied:

- (i) the Swap Counterparty has delivered a Credit Event Notice to the Issuer (copied to the Independent Accountant) during the period (the "**Notice Delivery Period**") commencing on the Closing Date and ending on the Initial Termination Date (*provided that*, if a Potential Credit Event Notice has been delivered in respect of any Reference Obligation on or prior to the Initial Termination Date,

the Notice Delivery Period in respect of such Reference Obligation shall be extended to the day falling 90 days after the Initial Termination Date);

- (ii) if the Reference Obligation is an Initial Verifiable Reference Obligation, the Independent Accountant has delivered a notice (the "**Accountants' Notice**") to the parties verifying:
- (a) that the Credit Event identified in the relevant Credit Event Notice occurred during the Notice Delivery Period;
  - (b) the calculation of the Initial Credit Protection Amount;
  - (c) the Defaulted Notional Amount on the Event Determination Date was not greater than 95 per cent. of the aggregate outstanding principal amount of the Reference Obligation to which the Relevant Lender is exposed on the Event Determination Date (which amount shall exclude any amount in respect of which the Relevant Lender has entered into any other hedging or credit protection arrangements *provided that*, for this purpose, (i) where the Relevant Lender is a Securitisation Issuer, any securities issued by that Securitisation Issuer shall not constitute a hedge or credit protection arrangement and (ii) any guarantees forming part of the finance documentation with respect to such Reference Obligation shall not constitute hedging or credit protection arrangements);
  - (d) if the Relevant Lender in respect of the Reference Obligation is a Securitisation Issuer, that on the Event Determination Date for that Reference Obligation the Securitisation Retained Amount in respect of the relevant Securitisation was not less than the Securitisation Alignment Amount in respect of that Securitisation;
  - (e) the Independent Accountants have verified that such Reference Obligation complied with the Eligibility Criteria as at the Relevant Date;
  - (f) that Swap Counterparty is, and has at all times since the Trade Date been, in compliance with the undertaking that a member of the Banco Santander, S.A. consolidated group will retain, at all times until the redemption of the Notes, a material net economic interest in the securitisation of not less than 5% as contemplated by Article 6(3)(b) of the Securitisation Regulation (the "**Risk Retention Undertaking**") by the Swap Counterparty or a member of the Swap Counterparty's consolidated group retaining not less than 5 per cent of the nominal value of each Reference Obligation outside the Reference Portfolio (the "**Retained Interest**"); and
  - (g) that the relevant Reference Obligation was included in the Reference Portfolio on the date on which the Credit Event occurred,

(the "**Additional Condition to Settlement**").

A Reference Obligation will be an "**Initial Verifiable Reference Obligation**" if either:

- (a) the Initial Credit Protection Amount in respect of that Reference Obligation is greater than EUR 600,000; or
- (b) the Independent Accountants select that Reference Obligation to be an Initial Verifiable Reference Obligation on or prior to the Calculation Date immediately following the applicable Event Determination Date; or
- (c) the Issuer has requested that Reference Obligation to be an Initial Verifiable Reference Obligation on or prior to the Calculation Date immediately following the applicable Event Determination Date, *provided that* the Issuer may only make such a request if it has been requested to do so by a Noteholder who has undertaken to the satisfaction of the Management Company to pay for all costs and expenses arising from such request.

The Swap Counterparty will, from time to time, procure that the Independent Accountants randomly select, from all Reference Obligations in respect of which an Initial Credit Protection Amount which is less than or equal to EUR 600,000 has been determined since the last time they made such a selection (or, in the case

of the initial selection, since the Effective Date) (an "**Initial Batch**"), at least five per cent (5%) of such Reference Obligations to be Initial Verifiable Reference Obligations.

Notwithstanding the above, in respect of a Determined Reference Obligation, the Issuer may at any time on or prior to the Calculation Date immediately following the applicable Event Determination Date, request that a Reference Obligation in respect of which an Event Determination Date has occurred (a "**Determined Reference Obligation**") be an Initial Verifiable Reference Obligation (*provided that* the Issuer may only make such a request if it has been requested to do so by a Noteholder who has undertaken to the satisfaction of the Management Company to pay for all costs and expenses arising from such request).

A "**Credit Event Notice**" must contain confirmation from the Swap Calculation Agent of the occurrence or existence of a Credit Event:

- (i) in respect of a Reference Obligation which was in the Reference Portfolio on the Cut-Off Date, on or after the Effective Date; and
- (ii) in respect of any other Reference Obligation, on or after the Substitution Date in respect of that Reference Obligation.

If a Credit Event occurs, the Swap Counterparty shall deliver a Credit Event Notice.

The Conditions to Settlement can only be satisfied once in relation to each Reference Obligation but may be satisfied more than once in relation to the Reference Portfolio and the Credit Default Swap.

Following the satisfaction of the Conditions to Settlement in respect of a Reference Obligation in respect of which a Credit Event has occurred, the Swap Calculation Agent will determine the Initial Credit Protection Amount in respect of such Defaulted Reference Obligation.

#### ***Calculation of Loss Amounts***

The "**Initial Credit Protection Amount**" is an amount equal to the product of (i) the Defaulted Notional Amount and (ii) the higher of (a) the Regulatory Capital LGD in respect of that Defaulted Reference Obligation; and (b) the Provision Percentage in respect of that Defaulted Reference Obligation.

Following the earlier to occur of:

- (a) the date on which the Swap Counterparty has determined (acting in accordance with the standards of a reasonable and prudent lender) that all Recoveries anticipated in respect of such Defaulted Reference Obligation have been received by the Relevant Lender;
- (b) in respect of a Defaulted Reference Obligation in respect of which:
  - (i) a Failure to Pay Credit Event had occurred, the date on which the Swap Counterparty determined that all overdue principal amounts in respect of:
    - (A) in the case of a Defaulted Reference Obligation classified as "Retail" in the Relevant Lender's systems, such Reference Obligation; and
    - (B) in the case of a Defaulted Reference Obligation classified as "Non-Retail" in the Relevant Lender's systems, any obligation owed to the Relevant Lender by the applicable Reference Entity,have been paid in full (together with any interest on such amounts); or
  - (ii) a Restructuring has occurred and the Swap Counterparty has since classified such Reference Obligation as a Stage 1 exposure pursuant to Bank of Spain Circular 4/2017, of 27 November 2017,(in which case each such Reference Obligation shall be a "**Cured Reference Obligation**");
- (c) except where the Credit Event specified in the Credit Event Notice for that Defaulted Reference Obligation was a Failure to Pay and a Restructuring Credit Event also occurred following the Event

Determination Date in respect of that Defaulted Reference Obligation, the date falling 72 months following the Event Determination Date;

- (d) the Servicer Default / Adverse Policies Amendment Notice Date; and
- (e) the date falling 45 Business Days prior to the Final Termination Date (the "**Long-Stop Date**")

(such date, the "**Work-Out Completion Date**" and such Defaulted Reference Obligation, a "**Worked Out Reference Obligation**"), the Swap Calculation Agent will determine the Worked Out Credit Protection Amount and the Credit Protection Adjustment Amount in respect of such Defaulted Reference Obligation.

In respect of each Worked Out Reference Obligation, the Swap Calculation Agent will determine the "**Credit Protection Adjustment Amount**" by subtracting the Initial Credit Protection Amount from the Worked Out Credit Protection Amount (*provided that* if the Work-Out Completion Date in respect of such Worked Out Reference Obligation is the Servicer Default / Adverse Policies Amendment Notice Date, the Worked Out Credit Protection Amount in respect of such Worked Out Reference Obligation shall be zero).

#### ***Verification of Credit Protection Adjustment Amounts***

Following the Work-Out Completion Date in respect of a Worked Out Reference Obligation which is a Final Verifiable Reference Obligation, the Swap Calculation Agent shall cause the Independent Accountants to deliver to the Issuer, the Swap Counterparty and the Swap Calculation Agent a notice (the "**Verification Notice**") verifying, in accordance with the Agreed Upon Procedures, (i) the calculation of the Credit Protection Adjustment Amount (including each component thereof) (ii) that the Worked Out Credit Protection Amount corresponds with the losses recorded in respect of the relevant Worked Out Reference Obligation in the Relevant Lender's profit and loss statement and (iii) that such Credit Protection Adjustment Amount will be correctly allocated to the Threshold Loss Allocation, Protected Tranche Loss Allocation or Senior Tranche Loss Allocation, as applicable.

A "**Verified Reference Obligation**" is a Worked Out Reference Obligation in respect of which the Verification Date has occurred.

A Worked Out Reference Obligation will be a "**Final Verifiable Reference Obligation**" if:

- (i) the Worked Out Credit Protection Amount in respect of that Worked Out Reference Obligation is greater than EUR 600,000;
- (ii) the Independent Accountants select that Worked Out Reference Obligation to be a Final Verifiable Reference Obligation on or prior to the Calculation Date immediately following the applicable Work-Out Completion Date; or
- (iii) the Issuer has requested that Reference Obligation to be a Final Verifiable Reference Obligation on or prior to the Calculation Date immediately following the applicable Work-Out Completion Date, *provided that* the Issuer may only make such a request if it has been requested to do so by a Noteholder who has undertaken to the satisfaction of the Management Company to pay for all costs and expenses arising from such request.

The Swap Counterparty will, from time to time, procure that the Independent Accountants randomly select, from all Worked Out Reference Obligations in respect of which a Work-Out Credit Protection Amount which is less than or equal to EUR 600,000 has been determined since the last time they made such selection (a "**Final Batch**"), at least five per cent (5%) of such Reference Obligations to be Final Verifiable Reference Obligations.

#### ***Aggregate Seller Payments***

If the Aggregate Seller Payment in respect of a Cash Settlement Date is greater than zero, the Aggregate Seller Payment shall be paid by the Issuer to the Swap Counterparty on such Cash Settlement Date.

If the Aggregate Seller Payment in respect of a Cash Settlement Date is less than zero, the absolute value of such Aggregate Seller Payment shall be due and payable from the Swap Counterparty to the Issuer on such Cash Settlement Date.



The obligation of the Issuer to pay Initial Credit Protection Amounts and Credit Protection Adjustment Amounts (each, a "**Seller Payment**") to the Swap Counterparty exists regardless of whether the Swap Counterparty suffers a loss or is exposed to the risk of loss following the occurrence of a Credit Event, and regardless of whether the Swap Counterparty has any legal or beneficial interest in any obligations of any Reference Entity or any economic risk in respect thereof. If the Swap Counterparty transfers any beneficial interest in any obligation of a Reference Entity or any economic risk in respect thereof to another person or entity, the Swap Counterparty will not, directly or indirectly (including through any indemnity or representation as to collectability made in any agreement providing for such transfer), transfer to or otherwise vest in such person or entity, any interest in, or any benefit of, the Credit Default Swap for the portion of beneficial interest or economic risk that has been transferred.

#### ***Financial Intermediation Fee***

On each Cash Settlement Date, the Issuer shall pay to the Swap Counterparty an intermediation fee (the "**Financial Intermediation Fee**") in an amount equal to the excess (if any) of the balance standing to the credit of the Issuer Account once all other payments and retentions to be made by the Issuer on such Cash Settlement Date have been made, over the Principal Balance of the Notes once redeemed or reduced on such Cash Settlement Date in accordance with Clause 9.9.3 of the Deed of Incorporation.

#### ***Late Recoveries***

If, in respect of any Worked Out Reference Obligation, at any time on or prior to the Termination Date the Relevant Lender receives further Recoveries which were not included in determining the Worked Out Credit Protection Amount in respect of such Worked Out Reference Obligation, such amounts shall be a "**Late Recovery Amount**".

#### **Termination of the Credit Default Swap**

##### ***General Terms***

The Credit Default Swap will terminate on the earlier to occur of (A) the Final Exhaustion Date and (B) the earliest to occur of:

- (a) the Scheduled Termination Date;
- (b) the Optional Termination Date;
- (c) an Early Termination Date;
- (d) the Failure Date;
- (e) the Servicer Default / Adverse Policies Amendment Date; and
- (f) the Issuer Liquidation Date,

(the "**Initial Termination Date**")

*provided that*, if on the Initial Termination Date there are one or more Reference Obligations in respect of which an Event Determination Date has occurred or in respect of which a Potential Credit Event Notice has been delivered but, in either case, in respect of which the Conditions to Settlement either have been, or remain capable of being, satisfied and which have not yet become Worked Out Reference Obligations in respect of which the Verification Date has occurred, the Termination Date shall occur on the earliest to occur of:

- (i) the Final Exhaustion Date;
- (ii) the date falling 24 months after the Initial Termination Date, *except that* if the Initial Termination Date is the Issuer Liquidation Date or a Servicer Default / Adverse Policies Amendment Date, the final termination date shall be the Initial Termination Date (the "**Final Termination Date**");

- (iii) the Cash Settlement Date which occurs on or following the first date on which all such Reference Obligations have become either (i) Verified Reference Obligations or (ii) Reference Obligations in respect of which it is no longer possible for the Conditions to Settlement to be satisfied; and
- (iv) the Actual Early Redemption Date.

***Optional Early Termination Date***

The Swap Counterparty may elect, upon not less than 15 Note Business Days' written notice to the Issuer, to terminate the Credit Default Swap in whole on any Note Payment Date falling on or following the occurrence of one of the following events (such date, an "**Optional Termination Date**"):

- (a) either:
  - (i) a notification or other communication by any applicable regulatory or supervisory authority is received by the Swap Counterparty which states that the amount of regulatory capital which the Swap Counterparty is required to hold in respect of the Reference Portfolio is materially greater than the amount of regulatory capital which the Swap Counterparty anticipated being required to hold in respect of the Reference Portfolio as a consequence of entering into the Transaction (determined by reference to the regulatory requirements in force on the Effective Date); or
  - (ii) the Swap Counterparty, acting reasonably, determines that there is a material adverse change in the Swap Counterparty's ability to reflect the full benefit of the Transaction as anticipated by it on the Effective Date as a result of the enactment or effective date of or supplement or amendment to, or a change in, law, policy or official interpretation of any relevant regulations or as a result of any official communication, interpretation or determination made by any relevant regulatory authority, in each case occurring after the Effective Date and which cannot be avoided by the Swap Counterparty using commercially reasonable efforts,

provided that in respect of each of (i) and (ii) above, such event shall be beyond the Swap Counterparty's reasonable control and the Swap Counterparty shall provide evidence to the Issuer of the occurrence and details thereof (each of them, a "**Regulatory Event**");

For the avoidance of doubt, the amount of regulatory capital which the Swap Counterparty anticipates being required to hold in respect of its exposure to the Reference Portfolio:

- (a) shall take into account the Securitisation Framework; and
- (b) shall not take into account either (i) any changes to the Securitisation Framework or any implementing regulations, policies or guidelines in respect thereof announced or published after the Closing Date, or (ii) any other proposed changes to any applicable law or regulation.

"**Securitisation Framework**" means, as at the Closing Date:

- (i) the CRR, including as it is amended pursuant to Regulation (EU) 2024/1623 of the European Parliament and of the Council of 31 May 2024; and
  - (ii) 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 standardized securitisation and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 575/2013.
- (b) an applicable supervisory, regulatory or governmental body gives a written notice to the Swap Counterparty, at any time while the Transaction is in effect, that the Swap Counterparty is not permitted, as a result of the Transaction, to recognise significant credit risk transfer in respect of

the Reference Portfolio in accordance with Article 245(2) or (3) of the CRR (a "**Significant Risk Transfer Failure Event**");

- (c) the occurrence of the date on which the Protected Reference Portfolio Notional Amount has been reduced to or below ten per cent. (10%) of the Protected Reference Portfolio Amount (a "**Clean-up Event**"); or
- (d) the occurrence of the First Optional Termination Date (*i.e.*, the Cash Settlement Date on or immediately following 23 October 2027), provided that, in this case only, the Swap Counterparty shall have first notified its competent authority of its intention to designate an Optional Termination Date and provided its competent authority with an analysis showing that it is not exercising this termination right to avoid allocating losses to the Protected Tranche Amount or otherwise due to a deterioration in the quality of the Reference Obligations (provided for the avoidance of doubt that the Swap Counterparty is not required to obtain the prior approval of its competent authority to the exercise by it of this termination right).

At any time following the designation of an Optional Termination Date by the Swap Counterparty, the Swap Counterparty may, acting in its sole discretion, waive its right to deliver any further Credit Event Notices or Potential Credit Event Notices by delivering a notice in writing to this effect to the Issuer and the Management Company (the "**Waiver Notice**"). Following the delivery of a Waiver Notice by the Swap Counterparty, the Swap Counterparty may request the Independent Accountant to deliver, no later than the 10 Business Day preceding the Optional Termination Date, an Accountants' Notice in respect of all Determined Reference Obligations outstanding as of the date of the Waiver Notice.

#### **Early Termination Date**

An "**Early Termination Date**" may be designated by either:

- (a) the Issuer, under the Credit Default Swap, upon the occurrence of:
  - (i) a Swap Event of Default with respect to the Swap Counterparty (and, in such circumstances, the Early Termination Date shall be designated to occur no later than two (2) Note Business Days after the relevant Swap Event of Default);
  - (ii) the contractual performance of the Issuer's or the Swap Counterparty's obligations becoming illegal (as more fully described in the Credit Default Swap); or
  - (iii) a Force Majeure Event in respect of the Swap Counterparty (as defined and more fully described in the Credit Default Swap); or
  - (iv) a Swap Tax Event in respect of the Issuer; and
- (b) the Swap Counterparty, under the Credit Default Swap, upon the occurrence of:
  - (i) a Swap Event of Default with respect to the Issuer;
  - (ii) the contractual performance of the Issuer's or the Swap Counterparty's obligations becoming illegal (as more fully described in the Credit Default Swap);
  - (iii) a Force Majeure Event in respect of the Issuer (as defined and more fully described in the Credit Default Swap); or
  - (iv) a Swap Tax Event in respect of the Swap Counterparty.

A "**Swap Event of Default**" means, with respect to each of the Issuer and the Swap Counterparty, (1) a payment default (continuing for one (1) Note Business Day, or more) and (2) certain bankruptcy-related events (each as more fully described in the Credit Default Swap).

A "**Swap Tax Event**" means, with respect to each of the Issuer and the Swap Counterparty, an action taking by a taxing authority, or brought in a court of competent jurisdiction, after the Effective Date or a change in tax law after the Effective Date which results in such party either being required to gross-up a payment

under the Credit Default Swap, or receive a payment from which an amount is required to be deducted or withheld (as more fully described in the Credit Default Swap).

### **Payments upon Early Termination**

In the event that an Early Termination Date is designated by either the Issuer or the Swap Counterparty, no termination amounts will be payable by either party under the Credit Default Swap, however, the positive and negative Aggregate Seller Payments and Fixed Amounts (as applicable) which become payable after the Early Termination Date shall remain payable.

### **Failure Date**

A "**Failure Date**" will occur on:

- (i) the day falling sixty (60) calendar days after the date on which the Deposit Bank ceased to satisfy the Required Rating without it having been replaced by a new Deposit Bank which has the Required Rating (but only to the extent that the affected Deposit Bank is the Swap Counterparty or any other bank which is part of the consolidated group of the Swap Counterparty); or
- (ii) the day falling fifteen (15) calendar days after any Cash Settlement Date on which the Issuer has failed to pay in full any amounts payable to the holders of the Notes on such Cash Settlement Date without such failure to pay having been fully remedied on or before such day.

### **Servicer Default / Adverse Policies Amendment Date**

If the Issuer determines, acting in good faith and a commercially reasonable manner, that the Swap Counterparty has persistently failed to procure that the Reference Obligations and the Reference Collateral are administered and enforced by the Servicer in accordance with the Relevant Lender's Credit and Collection Policies and Servicing Principles as in force from time to time and to the standard of a reasonable and prudent lender or equivalent credit and collection policy and servicing principles; or, following receipt of a Policies Amendment Notice, that the relevant change(s) specified in such notice will have a material adverse effect on the rights and obligations of the Issuer under the Confirmation or in respect of the Reference Portfolio, the Issuer may, by not less than 15 Business Days' written notice (the date of such notice, the "**Servicer Default/ Adverse Policies Amendment Notice Date**") to the Swap Counterparty designate a Cash Settlement Date as the Servicer Default / Adverse Policies Amendment Date in respect of the Transaction.

### **Reporting**

The Swap Counterparty shall, not later than the third (3<sup>rd</sup>) Business Day immediately preceding each Cash Settlement Date, deliver to the Issuer a report (the "**Reference Portfolio Report**") disclosing in respect of the immediately preceding Calculation Period (and the Issuer shall, not later than the tenth (10<sup>th</sup>) calendar day following each Cash Settlement Date, make available on its website [www.santanderdetitulizacion.com](http://www.santanderdetitulizacion.com) such Reference Portfolio Report):

- (a) the most recent Reference Register available at the end of such Calculation Period;
- (b) each Reference Entity and Reference Obligation in respect of which a Credit Event Notice has been delivered during the relevant Calculation Period;
- (c) each Reference Obligation that has become a Defaulted Reference Obligation during the relevant Calculation Period;
- (d) any Seller Payments calculated in respect of any Defaulted Reference Obligations during the relevant Calculation Period;
- (e) the Aggregate Seller Payment (if any) payable by the Issuer on the next Cash Settlement Date;
- (f) the Threshold Loss Allocation, the Protected Tranche Loss Allocation and the Senior Tranche Loss Allocation in respect of such Calculation Period;

- (g) the Threshold Amount, the Protected Tranche Amount and the Senior Tranche Amount on the last day of such Calculation Period;
- (h) details of any Protected Tranche Amortisation Amount and Senior Tranche Amortisation Amount which may have been determined on the Amortisation Date immediately following the last day of the relevant Calculation Period;
- (i) the credit quality step of the Deposit Bank for the purposes of paragraph 10 of Article 26e of the Securitisation Regulation and details of any Subordination Event and any rating downgrade of the Deposit Bank below the Required Rating, in each case that occurred during the relevant Calculation Period;
- (j) details of the Risk Retention in respect of the Reference Portfolio; and
- (k) any other information as the Swap Counterparty deems appropriate.

## **Tax Provisions**

### ***Issuer***

If any payment obligation of the Issuer under the Credit Default Swap is subject to, or becomes subject to, any deduction or withholding for or on account of any Tax, the Issuer will not be obliged to and will not gross up the relevant amount unless such Tax is an Indemnifiable Tax (as defined and further described in the Credit Default Swap), and the Swap Counterparty will receive such amount *less* the amount of any such deduction or withholding.

The Swap Counterparty may, however, in such circumstances elect to terminate the Credit Default Swap (as set out in more detail in the Credit Default Swap).

### ***Swap Counterparty***

If any payment obligation of the Swap Counterparty under the Credit Default Swap is subject to, or becomes subject to, any deduction or withholding for or on account of any Tax which is required by law, the Issuer may terminate the Credit Default Swap (as set out in more detail in the Credit Default Swap).

### ***Tax Gross Up Event***

If the Issuer is required to make any deduction or withholding for or on account of any tax in relation to a number of Notes equal to or greater than 25% of the Notes outstanding at such time (provided that Notes held by Noteholders who are tax resident in a jurisdiction which (i) qualifies as a non-cooperative jurisdiction (*jurisdicción no cooperativa*) for the purposes of Spanish tax laws; or (ii) is listed as a high-risk and non-cooperative jurisdiction by the Financial Action Task Force ("FATF") shall not be taken into account for the purposes of the calculation of the 25% threshold) other than where any such deduction or withholding is required because of the failure of the relevant Noteholders to provide any certificates and/or other information as may be required by the Issuer or the Paying Agent in order for such such payments to be made free of such deduction or withholding (a "**Tax Gross Up Event**"), the Swap Counterparty (having received not less than 15 days notice from the Issuer, the Paying Agent, or any Noteholder) shall pay to the Issuer, in addition to the payment to which the Issuer is otherwise entitled under the Credit Default Swap, such additional amount as is necessary to ensure that the net amount actually received by the Noteholders will equal the full amount that the Noteholders would have received had no such deduction or withholding be required (a "**Tax Gross Up Amount**").

### **Governing Law**

The Credit Default Swap will be governed by, and shall be construed in accordance with, the laws of Ireland. Each of the Issuer and the Swap Counterparty submits to the jurisdiction of the Irish courts in connection with the Credit Default Swap.

## ELIGIBILITY CRITERIA AND PORTFOLIO GUIDELINES

### Part A – Eligibility Criteria

The following Eligibility Criteria apply to each Reference Obligation included in this transaction:

1. such Reference Obligation has been originated by Banco Santander S.A. or one of its Affiliates;
2. the registered address of the Reference Entity for such Reference Obligation is in Spain;
3. the Reference Entity for such Reference Obligation is not part of the same corporate group as the Swap Counterparty;
4. the Swap Counterparty has certified that, as at the Relevant Date, such Reference Obligation or any related security is, subject to insolvency and other laws generally applicable to creditors' rights, valid, binding and enforceable in accordance with its terms and has not been amended in such a way that the enforceability or collectability of such Reference Obligation has been affected and that the Relevant Lender has full recourse to the Reference Entity for such Reference Obligation and, where applicable, any guarantor for all amounts due in respect of such Reference Obligation;
5. no Credit Event or default (within the meaning of Article 178(1) of CRR) shall have occurred and be continuing on the Relevant Date in respect of such Reference Obligation;
6. such Reference Obligation is not recorded in the Relevant Lender's systems (or those of its servicer) as a "non-performing" exposure (*riesgo dudoso*) for the purposes of Bank of Spain Circular 4/2017, of 27 November 2017;
7. no other obligation of the Reference Entity for such Reference Obligation is recorded in the Relevant Lender's systems (or those of its servicer) as a "non-performing" exposure (*riesgo dudoso*) for the purposes of Bank of Spain Circular 4/2017, of 27 November 2017;
8. no payment under such Reference Obligation is past due or has been subject to a General Moratorium;
9. the Reference Entity for such Reference Obligation:
  - (i) has not been declared insolvent or had a court grant 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 its non-performing exposures with the Relevant Lender and/or the Swap Counterparty within three years of the Relevant Date;
  - (ii) was not, as of the date of its origination, and where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the Relevant Lender or the Swap Counterparty; and
  - (iii) does not have a credit assessment or credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the Relevant Lender or the Swap Counterparty which do not form part of the Reference Portfolio;
10. no Restructuring shall have previously occurred in respect of such Reference Obligation (whether or not such Restructuring was prior to the occurrence of a payment default);
11. the Reference Entity for such Reference Obligation is an enterprise (including self-employed persons) that is not an SSPE as defined in the Securitisation Regulation;
12. if such Reference Obligation is a mortgage, the loan-to-value is less than 90.00 per cent;

13. the Reference Obligation Notional Amount of such Reference Obligation is not greater than EUR 21,000,000;
14. the interest rate applicable to such Reference Obligation is not less than 0 per cent;
15. such Reference Obligation has defined periodic payment streams relating to rental, principal or interest payments, or any right to receive income from the assets supporting such payments;
16. the Reference Entity for such Reference Obligation has made at least one payment in respect of such Reference Obligation as of the Relevant Date;
17. such Reference Obligation is not an interest bullet loan;
18. such Reference Obligation has a PD lower than 3.00 per cent;
19. the Reference Entity for such Reference Obligation has a PD lower than 3.00 per cent;
20. such Reference Obligation has a Regulatory Capital LGD equal to or lower than 70.00 per cent;
21. such Reference Obligation was originated in the ordinary course of business of Banco Santander S.A. or the relevant Affiliate that originated the loan, as applicable, in accordance with the credit and collection policies applicable from time to time to Banco Santander S.A. or the relevant Affiliate that originated the loan, as applicable, and pursuant to underwriting standards that are not less stringent than those that such entity applies to origination of similar exposures that are not securitised and in a manner which meets the requirements as provided for in applicable EBA guidelines;
22. the scheduled maturity date of such Reference Obligation is not later than the Scheduled Termination Date;
23. such Reference Obligation is not a derivative, transferable security, as defined in Article 4(1), point 44 of Directive 2014/65/EU or a securitisation position;
24. the Protected Reference Obligation Notional Amount of such Reference Obligation is equal to 95 per cent of the Reference Obligation Notional Amount of such Reference Obligation and is not higher than:
  - (i) if such Reference Obligation is not a Credit Line, 95 per cent of the outstanding principal balance of the Reference Obligation to which the Relevant Lender is exposed; or
  - (ii) if such Reference Obligation is a Credit Line, 95 per cent of the commitment limit to which the Relevant Lender is exposed;
25. such Reference Obligation is denominated in Euros;
26. such Reference Obligation is not a loan made to an individual other than a self-employed person who has made a borrowing under the relevant Reference Obligation for the purposes of financing its business activity;
27. such Reference Obligation is not a syndicated loan;
28. such Reference Obligation relates to unsubordinated and non-contingent obligations against the relevant Reference Entity;
29. unless the applicable Reference Entity in respect of the Reference Obligation is classified by the Swap Counterparty as self-employed, such Reference Obligation is classified by the Swap Counterparty in its systems as SCAN "4. Ordinary", "3. Proactive - Secure", "3. Proactive - Rightsize" or "3. Proactive - Maintain" (as redenominated or amended from time to time). For the

avoidance of doubt, the Swap Counterparty does not maintain SCAN classifications in respect of self-employed persons;

30. the Swap Counterparty has full legal and valid title to such Reference Obligation and its associated ancillary rights;
31. the Swap Counterparty or an entity which is included in the scope of supervision on a consolidated basis maintains the credit risk of such Reference Obligation on its balance sheet;
32. such Reference Obligation has been originated and underwritten as part of the core business activity of the relevant originator;
33. no third parties were involved in the credit or underwriting decisions concerning the Reference Obligation;
34. the referenced interest payments due under such Reference Obligation are based on generally used market rates or generally used sectoral rates reflective of the cost of funds and do not reference complex formulae or derivatives;
35. the assessment of the creditworthiness of the Reference Entity in respect of such Reference Obligation met the requirements set out in applicable EBA guidelines;
36. such Reference Obligation was not marketed and underwritten on the premise that the loan applicant or, where applicable, intermediaries, were made aware that the information provided might not be verified by the lender; and
37. such Reference Obligation is recorded in the Relevant Lender's systems as being in Stage 1 for the purposes of Bank of Spain Circular 4/2017, of 27 November 2017 (IFRS 9 Framework).

For the purpose of the Eligibility Criteria:

"**PD**" means, in respect to a Reference Obligation or a Reference Entity, the lower of the "*probability of default*" (within the meaning given to such term in Section 4.1(54) of the CRR) of the relevant Reference Entity and, in respect of the PD of a Reference Obligation, the probability of default of any protection provider in respect of such Reference Obligation.



## Part B – Portfolio Guidelines

The Portfolio Guidelines are satisfied if each of the following criteria is fulfilled:

- (i) In respect of a Substitution and the Substitution Date of such Substitution, the weighted average probability of default of all Reference Obligations which are the subject of a Substitution occurring on that Substitution Date is less than or equal to 1.15 per cent.
- (ii) In respect of a Substitution and the Substitution Date of such Substitution t, the weighted average Regulatory Capital LGD of all Reference Obligations which are the subject of a Substitution occurring on that Substitution Date is less than or equal to 60.00 per cent.
- (iii) The weighted average life of the Protected Reference Portfolio Notional Amount is equal or lower than 3.50 years.
- (iv) The aggregate Reference Obligation Notional Amount of all Reference Obligations in respect of the same Reference Entity Group shall not exceed 0.50 per cent of the Reference Portfolio Notional Amount, other than for Reference Entity Groups for which the aggregate Reference Obligation Notional Amount of all Reference Obligations was greater than 0.50 per cent of the Reference Portfolio Notional Amount on the Cut-Off Date, in which case the aggregate Reference Obligation Notional Amount of all Reference Obligations of such Reference Entity Group shall not exceed 0.75 per cent of the Reference Portfolio Notional Amount.
- (v) The aggregate Reference Obligation Notional Amount of all Reference Obligations with the same 2009 CNAE Classification shall not exceed 25.00 per cent of the Reference Portfolio Notional Amount.
- (vi) The aggregate Reference Obligation Notional Amount of all Reference Obligations which are classified by the Relevant Lender as belonging to the "self-employed" category shall not exceed 6.00 per cent of the Reference Portfolio Notional Amount.
- (vii) The aggregate Reference Obligation Notional Amount of all Reference Obligations which are classified by the Relevant Lender as belonging to the "micro-business" category shall not exceed 12.00 per cent of the Reference Portfolio Notional Amount.
- (viii) If the Max Group PD for a Reference Entity is greater than 1.50 per cent, the aggregate Reference Obligation Notional Amount of all Reference Obligations of the relevant Reference Entity Group is not greater than 0.30 per cent of the Reference Portfolio Notional Amount.

For the purpose of the Portfolio Guidelines:

**"2009 CNAE Classification"** means each of the second levels (or "divisions") set out in the statistical classification of economic activities in Spain (*Clasificación Nacional de Actividades Económicas 2009*) produced by the Spanish National Institute for Statistics (*Instituto Nacional de Estadística*) in accordance with the provisions in the Regulation E/C 1893/2006 of the European Parliament and of the Council and approved by Royal Decree 475/2007 of 13 April of 2007;

**"Max Group PD"** means, in respect of a Reference Entity, the highest PD for any Reference Obligation of any Reference Entity forming part of the same Reference Entity Group as that Reference Entity; and

**"Reference Entity Group"** means, in respect of any Reference Entity, such Reference Entity and any other entity forming a single affiliated group with such Reference Entity.

## REFERENCE REGISTER

The Swap Counterparty will maintain the Reference Register, which will contain information relating to, *inter alia*, the following:

- (i) the reference number of each Reference Obligation (including, for the avoidance of doubt, any Non-Worked Out Reference Obligations);
- (ii) the reference number of each Reference Entity (Reference Entity ID);
- (iii) the 2009 CNAE Classification (including both the code and the description) of each Reference Entity;
- (iv) the geographical region in which each Reference Entity is situated;
- (v) any group to which each Reference Entity belongs (Reference Entity Group ID);
- (vi) the details of each Reference Obligation (including the scheduled maturity date and, in the case of Reference Obligation secured by real estate, the loan to value ratio);
- (vii) the outstanding principal of each Reference Obligation;
- (viii) the Reference Obligation Notional Amount of each Reference Obligation under the heading "*RONA*";
- (ix) the Protected Reference Obligation Notional Amount of each Reference Obligation under the heading "*PRONA*";
- (x) with respect to each Reference Obligation, whether a Credit Event has occurred in relation to such Reference Obligations and the nature of such Credit Event;
- (xi) the Regulatory Capital LGD of each Reference Obligation;
- (xii) the date on which the Reference Obligation was originated;
- (xiii) the PD of each Reference Obligation;
- (xiv) the "probability of default" (within the meaning given to such term in Section 4.1(55) of the CRR) of the relevant Reference Entity of each Reference Obligation (disregarding, for the avoidance of doubt, the "probability of default" of any protection providers in respect of such Reference Obligation);
- (xv) whether the Relevant Lender in respect of a Reference Obligation is a Securitisation Issuer and, if so, the relevant Securitisation;
- (xvi) where the Relevant Lender or the servicer in respect of a Reference Obligation is the Swap Counterparty, whether it is classified in the systems of the Relevant Lender as "4. Seguimiento Ordinario (Ordinary)", "3. Seguimiento Proactivo – Mantener (Proactive – Maintain)", "3. Seguimiento Proactivo – Ajustar (Proactive – Rightsize)", "3. Seguimiento Proactivo – Afianzar (Proactive – Secure)", "3. Proactive – Política Suspensa (Proactive – Suspend)", "2. Seguimiento Intensivo – Reducir (Intensive – Reduce)", "2. Seguimiento Intensivo - Salir (Intensive – Exit)", "1. Seguimiento Especializado – Reducir Perdidas (Specialised – Reduce loss and delinquency)", "0. No Atender – Bloquear y Salir (Do not serve – Block and exit)";
- (xvii) the original principal balance of the Reference Obligation;
- (xviii) the amortization type of each Reference Obligation;
- (xix) the grace period end date (as applicable) for each Reference Obligation;
- (xx) the real estate type of the Reference Obligation;

- (xxi) the amount (if any) in arrears for each Reference Obligation;
- (xxii) if the Reference Obligation is in arrears, the number of days in arrears; and
- (xxiii) the segment (rating system) used in relation to each Reference Obligation.

## THE DEPOSIT BANK AGREEMENT

*The following description of the Deposit Bank Agreement (Contrato de Apertura de Cuenta de Tesorería) consists of a summary of certain provisions of these agreements and is qualified by reference to the provisions thereof. The following summary does not purport to be complete and prospective investors must refer to the Deposit Bank Agreement (Contrato de Apertura de Cuenta de Tesorería) for detailed information.*

### **Deposit Bank Agreement (Contrato de Apertura de Cuenta de Tesorería)**

The Management Company, for and on behalf of the Issuer, and the Deposit Bank have entered into the Deposit Bank Agreement on the same day of execution of the Deed of Incorporation pursuant to which the Issuer Account has been opened.

The Deposit Bank Agreement provides that the following amounts shall be paid into the Issuer Account:

- (a) the Note's subscription proceeds and the disbursement of the Subordinated Loan;
- (b) all payments received by the Issuer from Swap Counterparty by virtue of the Credit Default Swap; and
- (c) if applicable, positive interest accruing on the balance of the Issuer Account from time to time.

The balance of the Issuer Account will not fall below zero (0) at any time.

The following amounts will be charged to the Issuer Account:

- (a) the amount of any payments to be made by the Issuer in accordance with the applicable Priorities of Payments; and
- (b) if applicable, the negative yield of the balance of the Issuer Account.

To the extent that Banco Santander, S.A. is the Deposit Bank, the balance of the Issuer Account will not accrue any interest (whether positive or negative).

The Issuer shall maintain the Issuer Account in Banco Santander, S.A. so long as:

- (i) the credit quality step of Banco Santander, S.A. for the purposes of paragraph 10 of Article 26e of the Securitisation Regulation (the "CQS") is not below the Required CQS; and
- (ii) and the long-term rating of the unsecured and unsubordinated debt (the "**Rating**") of Banco Santander, S.A. by any of Moody's, S&P and Fitch (the "**Rating Agencies**") is not below the Required Rating.

**"Required CQS"** means:

- (i) in respect to Banco Santander, S.A. a CQS of, at least, "2", save where Banco Santander, S.A. has a CQS of "3" and has been allowed by the competent authorities designated pursuant to Article 29(5) of the Securitisation Regulation, consulting EBA, to act as Deposit Bank, in which case the Required CQS in respect of Banco Santander, S.A. will be of, at least, "3"; and
- (ii) otherwise, a CQS of, at least, "3".

If the CQS of the Deposit Bank falls below the Required CQS, the Issuer shall, within nine (9) months, transfer the Issuer Account to a credit institution with the Required CQS and the Required Rating, in which case the interest rate applicable to the Issuer Account will be that agreed between the Issuer and such credit institution.

**"Required Rating"** means:

- (i) in respect to Banco Santander, S.A. a Rating of, at least, "BBB-/Baa3" (or equivalent) by any of the Rating Agencies; and

(ii) otherwise, a Rating of, at least, "A/A2" (or equivalent), by two Rating Agencies.

If the Rating of the Deposit Bank falls below the Required Rating, the Issuer shall, within thirty (30) calendar days, transfer the Issuer Account to a credit institution with the Required CQS and the Required Rating, in which case the interest rate applicable to the Issuer Account will be that agreed between the Issuer and such credit institution.

**Governing law**

The Deposit Bank Agreement will be governed by Spanish law.

## SUMMARY OF OTHER TRANSACTION DOCUMENTS

*The following description of the Paying Agency Agreement, the Management, Placement and Subscription Agreement and the Subordinated Loan Agreement consists of a summary of certain provisions of these agreements and is qualified by reference to the provisions thereof. The following summary does not purport to be complete and prospective investors must refer to the Paying Agency Agreement, the Management, Placement and Subscription Agreement and the Subordinated Loan Agreement, as appropriate, for detailed information.*

### **Paying Agency Agreement**

The Management Company, for and on behalf of the Issuer, has entered into a paying agency agreement for the Notes with the Paying Agent on the same day of execution of the Deed of Incorporation, pursuant to which the Paying Agent assumes the role of paying agency of the Notes.

The Paying Agent will receive a quarterly fee (the "**Paying Agent Fee**").

### **Management, Placement and Subscription Agreement**

The Management Company, for and on behalf of the Issuer, has entered into a management, placement and subscription agreement with the Lead Manager and the Swap Counterparty (the "**Management, Placement and Subscription Agreement**") on the same day of execution of the Deed of Incorporation. By virtue of such agreement:

- (a) the Lead Manager has assumed the management of the operations regarding the design of the financial, timing and commercial conditions of the issue of Notes, as well as the coordination of relations with potential investors;
- (b) the Lead Manager has undertaken to promote the placement of the Notes amongst professional clients (*clientes profesionales*), as defined in article 112 of RD 813/2023 (or equivalent applicable legislation in the jurisdictions where the Notes are placed); and
- (c) the Swap Counterparty has undertaken to subscribe those Notes which the Lead Manager had not been able to place among professional clients.

The Lead Manager will receive a fee on the Closing Date in the amount agreed between it and the Management Company (on behalf of the Issuer).

### **Subordinated Loan Agreement**

The Management Company, for and on behalf of the Issuer, has entered into a subordinated loan agreement with the Subordinated Lender on the same day of execution of the Deed of Incorporation (the "**Subordinated Loan**"). The Subordinated Loan has been granted for a total amount of EUR ONE MILLION (€ 1,000,000.00) and will be used to finance the expenses relating to the incorporation of the Issuer and the issue of the Notes.

The Subordinated Loan will be paid into the Issuer Account no later than noon on the Closing Date.

The Subordinated Loan will accrue nominal annual interest, payable on the first Note Payment Date (i.e., 23 April 2025), which will be equal to EURIBOR-3 months plus 16 (0.16%) basis points and will be paid on the first Note Payment Date only if the Issuer has sufficient Available Funds in accordance with the relevant Priorities of Payment. The interest accrued will be calculated on the basis of: (i) the days actually existing between the Closing Date and the first Note Payment Date and (ii) a three hundred and sixty (360) day year. In the event that the annual nominal interest of the Subordinated Loan is negative, such interest will be zero per cent (0 %).

The Subordinated Loan will be fully repaid on the first Note Payment Date, provided the Issuer has sufficient Available Funds, in accordance with the relevant Priorities of Payment.

The Subordinated Loan, due to its subordinated nature, will rank junior to some of the other creditors of the Issuer as provided for in the relevant Priorities of Payment.

**Governing law**

The Paying Agency Agreement, the Management, Placement and Subscription Agreement and the Subordinated Loan Agreement are governed by Spanish law.

## USE OF PROCEEDS

The total net proceeds of the issue of the Notes will be EUR 197,100,000 (the "**Proceeds**").

No expenses related to the listing of, and permission to deal in, the Notes on the MARF will be deducted from the proceeds of the issue of the Notes. All such expenses will be funded by the Issuer exclusively from an advance under the Subordinated Loan on the Closing Date.

The Issuer will apply the Proceeds on the Closing Date to fund the deposit to be held by the Deposit Bank in accordance with the Deposit Bank Agreement.



## **ASESOR REGISTRADO (REGISTERED ADVISOR)**

Santander de Titulización, Sociedad Gestora de Fondos de Titulización, S.A. (the "**Management Company**") is a company incorporated before the Notary of Madrid Mr. Francisco Mata Pallarés on 21 December 1992 and recorded in his notarial records under number 1310, registered with the Madrid Commercial Registry in Volume 4789, Sheet 75, Section 8, Page M-78658, Entry 1 and with the Registry of Registered Advisors pursuant to the Market Operating Instruction 4/2017 of 22 May (*Instrucción Operativa 4/2017 de 22 de mayo*).

The Management Company will be acting as the Issuer's Registered Advisor and, therefore, will assist the Issuer in order for the latter to be able to comply with the obligations and meet the responsibilities that it will be required to assume once the Notes are admitted on the MARF, acting as a specialised liaison between the Issuer and the market, and as a facilitator of the inclusion and conduct of the Issuer in the new trading system applicable to the Notes.

Thus, the Management Company will have to provide the MARF with the periodic reports it requires, and the MARF, in turn, may seek any information deemed necessary in connection with the Registered Advisor's role and its obligations as Registered Advisor. MARF may take any applicable measures in order to check the information provided.

For the purposes of the Notes being listed on MARF, the Issuer must at all times have a designated Registered Advisor properly registered with the "Registry of Registered Advisors of the Market" (*Registro de Asesores Registrados del MARF*).

The Management Company is the Registered Advisor of the Issuer for the purpose of assisting the Issuer in (i) the admission of the Notes issued; (ii) the compliance with any obligations or responsibilities corresponding to the Issuer as a result of its participation in the MARF; (iii) the preparation and submission of the financial and business information required by the market; and (iv) the review of the information to ensure it complies with applicable standards and regulations.

For these purposes, the Management Company:

- (a) has verified that the Issuer complies with the requirements of MARF's rules for the admission of the Notes to listing; and
- (b) has prepared the Information Memorandum, has reviewed all the information provided to MARF in connection with the request for admission of the Notes to listing on MARF and has verified that the information in this Information Memorandum complies with applicable laws and does not contain any omissions likely to mislead any potential investors.

Once the Notes are admitted to listing on MARF, the Management Company, as Registered Advisor of the Issuer, shall:

- (a) prepare the information to be submitted by the Issuer for submission to the MARF, periodically or on an *ad hoc* basis, and ensure that the contents thereof satisfy the requirements and time limits established by the applicable rules and regulations;
- (b) consider the factors that could affect the performance of the obligations assumed by the Issuer upon the Notes being admitted to listing on MARF and the best way to deal with circumstances to avoid a breach of those obligations;
- (c) manage, handle and respond to any queries or information requests by MARF regarding the situation of the Issuer, the evolution of its activity, the level of performance of its obligations and any other relevant market data; and
- (c) comply with any obligations imposed on it, in its capacity as Registered Advisor of the Issuer, by the relevant MARF's rules.

For such purposes, the Registered Advisor will take the following actions:

- (a) analyse the exceptional situations that may occur with regards to the evolution of the market price, trading volume and any other relevant circumstances in the trading of the Notes;
- (b) sign the statements that have been established generally in the rules and regulations as a consequence of the admission of the Notes on the MARF and in relation to the information required from companies listed on the MARF; and
- (c) forward to the MARF, as soon as possible, the communications received in response to queries and information requests that the latter may issue.

## MARKET INFORMATION

### Summary of Clearance and Settlement Procedures

Below is a brief summary of the Spanish clearance and settlement procedures applicable to book-entry securities such as the Notes.

The Spanish clearing, settlement and recording system of securities transactions has undergone a significant reform to align it with the EU practices and standards and prepare it for the implementation of future integration projects (the "**Reform**"). Following the Reform, which implementation was completed by 18 September 2017, the Spanish clearing, settlement and registry procedures of securities transactions allows the connection of the post-trading Spanish systems to the European system TARGET Securities.

The Reform has introduced three main changes that, in turn, involve a number of operating modifications. These changes include (i) a new recording system based on balances, (ii) the introduction of a central clearing counterparty (BME Clearing, S.A., "**BME Clearing**" or the "**CCP**"), and (iii) the integration of the current CADE (*Central de Anotaciones de Deuda Pública*) and SCLV (*Servicio de Compensación y Liquidación de Valores*) into a single platform managed by Iberclear which operates under the trade name of ARCO.

#### *Iberclear and BME Clearing*

Iberclear is the Spanish central securities depository in charge of both the register of securities held in book-entry form, and the settlement of all trades from the Spanish Stock Exchanges, Latibex (the Latin American stock exchange denominated in Euro), the Book-Entry Public Debt Market, the BME Growth, Alternative Fixed Income Market (MARF) and AIAF. To achieve this, Iberclear uses the technical platforms named ARCO.

Iberclear and BME Clearing are owned by *Bolsas y Mercados Españoles, Sociedad Holding de Mercados y Sistemas Financieros, S.A.*, a holding company, which holds a 100% interest in each of the Spanish official secondary markets and settlement systems.

The securities recording system of Iberclear is a two tier registry: the keeping of the central record corresponds to Iberclear and the keeping of the detail records correspond to the participating entities (*entidades participantes*) in Iberclear.

Access to become a participating entity is restricted to (i) credit institutions, (ii) investment services companies which are authorised to render custody and administration of financial instruments, (iii) the Bank of Spain, (iv) the General Administration and the General Social Security Treasury, (v) other duly authorised central securities depositories and central clearing counterparties and (vi) other public institutions and private entities when expressly authorised to become a participating entity in central securities depositories.

The central registry managed by Iberclear reflects (i) one or several proprietary accounts which show the balances of the participating entities' proprietary accounts; (ii) one or several general third-party accounts that will show the overall balances that the participating entities hold for third parties; (iii) individual accounts opened in the name of the owner, either individual or legal person; and (iv) individual special accounts of financial intermediaries which use the optional procedure of settlement of orders. Each participating entity, in turn, maintains the detail records of the owners of the securities or the shares held in their general third-party accounts.

According to the above, Spanish law considers the owner of the securities to be:

- the participating entity appearing in the records of Iberclear as holding the relevant securities in its own name;
- the investor appearing in the records of the participating entity as holding the securities; or
- the investor appearing in the records of Iberclear as holding securities in a segregated individual account.

BME Clearing is the CCP in charge of the clearing of transactions closed on the Spanish Stock Exchanges. BME Clearing interposes itself on its own account as seller in every purchase and as buyer in every sale. It calculates the buy and sell positions vis-à-vis the participants designated in such buy or sell instructions. The CCP then generates and send to Iberclear the relevant settlement instructions.

The settlement and book-entry registration platform managed by Iberclear, which operates under the trade name of ARCO (for both equity securities and fixed-income securities as from September 2017), receives the settlement instructions from BME Clearing and forwards them to the relevant participating entities involved in each transaction. ARCO operates under a T+2 settlement standard, by which any transactions must be settled within two business days following the date on which the transaction was completed.

To evidence title to securities, at the owner's request the relevant participating entity must issue a legitimation certificate (*certificado de legitimación*). If the owner is a participating entity or a person holding securities in a segregated individual account, Iberclear is in charge of the issuance of the certificate regarding the securities held in their name.

### **Market Information in relation to the Notes**

#### ***Iberclear Settlement of securities traded in MARF***

Iberclear and the participating entities (*entidades participantes*) in Iberclear have the function of keeping the book-entry register of securities traded on MARF.

Transactions are settled on the stock-exchange business day agreed by participants at the moment of the trade.

#### ***Euroclear and Clearstream***

Investors who do not have, directly or indirectly through their custodians, a participating account with Iberclear may hold their investment in the Notes through bridge accounts maintained by each of Euroclear Bank SA/NV and Clearstream Banking, S.A. with participating entities in Iberclear.

## TERMS AND CONDITIONS OF THE NOTES

The following is a summary of the terms and conditions of the Notes in the form (subject to completion and amendment) in which they will be set out in the Deed of Incorporation of the Issuer (the "**Conditions**"). The statements in this section include summaries of, and are subject to, the detailed provisions of the Deed of Incorporation and the Credit Default Swap (provided that, pursuant to the Deed of Incorporation, the Deed of Incorporation must be always construed in light of the Credit Default Swap and, in the event of any inconsistency between the provisions of the Credit Default Swap and the provisions of the Deed of Incorporation, the provisions of the Credit Default Swap will prevail).

The EUR 197,100,000 portfolio credit linked notes due 2056 (the "**Notes**") have been issued pursuant to the Deed of Incorporation of the Issuer to be dated on 18 November 2024 (the "**Incorporation Date**") (it being also the "**Trade Date**" of the Credit Default Swap) in accordance with Article 17 and related provisions of Law 5/2015.

Copies of the Credit Default Swap, the Deed of Incorporation and the other Transaction Documents are obtainable during normal business hours at the offices of the Management Company, being at the date hereof at Juan Ignacio Luca de Tena, 9-11, 28027 Madrid (Spain).

The issue of the Notes was authorised by resolution of the Board of Directors of the Management Company of the Issuer passed on 9 October 2024.

### 1. **Definitions**

In this section (*Terms and Conditions of the Notes*), the following defined terms have the meanings set out below:

"**Actual Early Redemption Date**" has the meaning given to it in paragraph 6 (f) (vii) below;

"**Aggregate Seller Payment**" (*Importe de Pérdidas a Imputar a los Tramos Protegidos*) has the meaning given to it in the Credit Default Swap;

"**Available Funds**" (*Fondos Disponibles*) means, in respect to each Note Payment Date, any amounts standing to the credit of the Issuer Account;

"**Available Liquidation Funds**" (*Fondos Disponibles para Liquidación*) means any amounts standing to the credit of the Issuer Account;

"**Available Redemption Funds**" (*Cantidad Disponible para Amortización*) means, in respect of any Note Payment Date, an amount equal to the lower of:

- (i) the Protected Tranches Amortisation Amount; and
- (ii) the Available Funds;

in both cases determined in respect of such Note Payment Date;

"**Basic Terms Modification**" means any amendment or modification of any Transaction Document which would require a material amendment of the Deed of Incorporation, *provided that* "**material amendment of the Deed of Incorporation**" means any amendment to the Deed of Incorporation which is not regarded by the CNMV to amount to a non-material amendment (*modificación de escasa relevancia*) for the purposes of Article 24 of Law 5/2015, pursuant to which no amendment affecting the Notes or of the provisions dealing with the liquidation procedures of the Issuer or with the calculation and application of the Available Funds can be regarded as a non-material amendment (*modificación de escasa relevancia*);

"**Calculation Agent**" means Banco Santander, S.A. or such other entity or entities appointed from time to time as calculation agent subject to and in accordance with the terms of the Credit Default Swap;

"**Calculation Date**" (*Fecha de Cálculo*) means, in respect of each Cash Settlement Date, the Note Business Day falling five (5) Note Business Days prior to that Cash Settlement Date;

**"Calculation Period"** (*Periodo de Cálculo*) means, in respect of any Calculation Date, the period from (and including) the first date of the month in which the immediately preceding Calculation Date occurred (or, in the case of the first Calculation Date, the period from and including the Effective Date) to (but excluding) first date of the month in which such Calculation Date occurs;

**"Clean-up Event"** has the meaning given to it in the Credit Default Swap;

**"Closing Date"** (*Fecha de Desembolso*) means 4 December 2024 (it being also the **"Effective Date"**) of the Credit Default Swap);

**"CNMV"** means the Spanish Exchanges Commission (*Comisión Nacional del Mercado de Valores*);

**"Conditions to Settlement"** (*Requisitos de Pago*) has the meaning given to it in the Credit Default Swap;

**"Credit Default Swap"** (*Derivado Crediticio*) means the credit default swap dated on the Incorporation Date between the Management Company on behalf of the Issuer and the Swap Counterparty;

**"Creditors"** means:

- (a) any Tax Authorities;
- (b) the Noteholders;
- (c) the Swap Counterparty;
- (d) the Deposit Bank;
- (e) the Paying Agent;
- (f) the Subordinated Lender; and
- (g) any other creditors of the Issuer;

**"Deed of Incorporation"** means the deed of incorporation executed by the Management Company and Banco Santander, S.A. on 18 November 2024 in connection with the incorporation of the Issuer;

**"Deposit Bank"** means Banco Santander, S.A., or such other entity or entities appointed from time to time as deposit bank subject to and in accordance with the terms of the Deposit Bank Agreement;

**"Deposit Bank Agreement"** (*Contrato de Apertura de Cuenta de Tesorería*) means the deposit bank agreement dated on the Incorporation Date and made between the Management Company on behalf of the Issuer and the Deposit Bank, and includes such Deposit Bank Agreement as from time to time modified, supplemented or replaced in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto, as from time to time so modified;

**"Early Redemption Date"** (*Fecha de Amortización Anticipada*) means:

- (i) in respect of an Early Redemption Event constituted by the occurrence of a Failure Date (*Fecha de Incumplimiento*), the third Business Day following such Failure Date; and
- (ii) otherwise, the Note Payment Date following the delivery of an Early Redemption Notice;

**"Early Redemption Event"** has the meaning given to it in paragraph 6(c) (*Mandatory Early Redemption*) (*Amortización Anticipada*) of the Notes following Early Redemption Events.

**"Early Redemption Notice"** has the meaning given to it in paragraph 6(d) (*Delivery of an Early Redemption Notice*) below;

**"Early Termination Date"** (*Fecha de Vencimiento Anticipado del CDS*) has the meaning given to it in the Credit Default Swap;

**"EURIBOR"** means the rate, as determined by the Calculation Agent, for deposits in Euro for a period equal to the relevant Note Interest Period which appears on the display page designated EURIBOR01 on Reuters (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying comparable rates) as of 11.00 a.m., (Brussels time), on the second TARGET Settlement Day before the first day of the relevant Note Interest Period (the **"Interest Determination Date"**), provided that if such rate does not appear on that page, the Calculation Agent will:

- (i) request the principal Euro-zone office of each of four major banks in the Euro-zone interbank market to provide a quotation of the rate at which deposits in Euro are offered by it at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date to prime banks in the Euro-zone interbank market for a period equal to the relevant Note Interest Period and in an amount that is representative for a single transaction in that market at that time;
- (ii) determine the arithmetic mean (rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards) of such quotations; and
- (iii) if fewer than two such quotations are provided as requested, the EURIBOR applicable to the Notes during such Note Interest Period will be the EURIBOR rate last determined in relation to the Notes in respect of a preceding Note Interest Period.

Exceptionally, the Interest Determination Date for the first Note Interest Period will be the Incorporation Date, resulting in an EURIBOR of 3.004%.

**"Extension Period"** means the period (if any) from (and including) the Partial Redemption Date to (and including) the Termination Date;

**"Extension Period Payment Date"** has the meaning given to it in paragraph 6(f) (*Redemption of the Notes during the Extension Period*) below;

**"Extension Period Redemption Amount"** has the meaning given to it in paragraph 6(f) (*Redemption of the Notes during the Extension Period*) below;

**"Failure Date"** means:

- (i) the day falling sixty (60) calendar days after the date on which the Deposit Bank ceased to satisfy the Required Rating without it having been replaced by a new Deposit Bank which has the Required Rating (but only to the extent that the affected Deposit Bank is the Swap Counterparty or any other bank which is part of the consolidated group of Banco Santander S.A.; or
- (ii) the day falling fifteen (15) calendar days after any Cash Settlement Date on which the Issuer has failed to pay in full any amounts payable to the holders of the Notes on such Cash Settlement Date without such failure to pay having been fully remedied on or before such day;

**"Final Redemption Date"** means the earlier of:

- (a) the Note Payment Date upon which the Notes have been redeemed in full;
- (b) the Legal Redemption Date;

**"Final Termination Date"** means the date falling 24 months after the Initial Termination Date, except that if the Initial Termination Date is the Seller Liquidation Date or a Servicer Default / Adverse Policies Amendment Date, the Final Termination Date shall be the Initial Termination Date;

**"Final Verification Date"** (*Fecha de Verificación Final*) means the Note Payment Date which occurs on or following the first date on which all Non-Worked Out Reference Obligations have become either (i) Verified Reference Obligations or (ii) Reference Obligations in respect of which it is no longer possible for the Conditions to Settlement to be satisfied;

**"Financial Statements"** means the audited financial statements of the Issuer;

**"Iberclear"** has the meaning given to it in paragraph 2(c) (*Registration, clearing and settlement*) below;

**"Iberclear Members"** has the meaning given to it in paragraph 2(d) (*Title and transfer*) below;

**"Independent Accountants"** (*Audidores Independientes*) has the meaning given to it in the Credit Default Swap;

**"Initial Credit Protection Amount"** (*Importe Inicial de Pérdidas*) has the meaning given to it in the Credit Default Swap;

**"Initial Note Extension Amount"** has the meaning given to it in paragraph 6(f) (*Redemption of the Notes during the Extension Period*) below;

**"Initial Principal Balance"** means EUR 197,100,000;

**"Initial Termination Date"** (*Fecha de Vencimiento Inicial del CDS*) has the meaning given to it in the Credit Default Swap;

**"Interest Amount"** has the meaning given to it in paragraph 5(c) (*Interest - Calculation of Interest Amount*) below;

**"Interest Rate"** (*Tipo de Interés*) means:

- (a) in respect of each Note Payment Date occurring prior to or on the Initial Termination Date: the sum of the EURIBOR rate with a designated maturity of three months and the Spread; and
- (b) in respect of each Note Payment Date other than the first Note Payment Date occurring after the Initial Termination Date: the EURIBOR rate with a designated maturity of three months,

*provided that:*

- (i) if the Initial Termination Date occurs on a date that is not a Note Payment Date, the Interest Rate for the first Note Payment Date falling after the Initial Termination Date shall be a percentage equal to the sum of: (i) the EURIBOR rate and (ii) the product of:
  - (1) the Spread; and
  - (2) the number of days from (and including) the previous Note Payment Date to (and including) the Initial Termination Date *divided by* the number of days in the Note Interest Period ending on that Note Payment Date;
- (ii) if and for so long as the Swap Counterparty is the Deposit Bank, EURIBOR rate shall be floored at zero (0); and
- (iii) if the amount of the Interest Rate calculated as per the above provisions is negative, then the Interest Rate shall be deemed to be zero (0).

**"Investors Report"** (*Informe de la Fecha de Amortización*) means the duly completed quarterly investor report to be prepared by the Management Company setting out details of, amongst other things, payments of interest and payments of principal on the Notes;

**"Issuer"** means Fondo de Titulización MAGDALENA 11;



**"Issuer Account"** (*Cuenta de Tesorería*) means the account of the Issuer opened by the Issuer pursuant to the Deposit Bank Agreement;

**"Issuer Liquidation Date"** means the date on which the Issuer is liquidated and the Notes are redeemed prior to their scheduled maturity, upon the occurrence of the Management Company's insolvency where it has not been duly replaced within a period of 4 months;

**"Issuer Operating Expenses"** (*Gastos del Fondo*) means any fees, expenses, or costs (including value added tax and including amounts by way of indemnity) which are incurred and payable by the Issuer (together with any Taxes in respect of those fees, expenses or costs);

**"Lead Manager"** (*Entidad Directora*) means Banco Santander, S.A.;

**"Legal Redemption Date"** (*Fecha de Vencimiento Legal*) means 23 July 2056;

**"Letter Agreement"** (*Carta de los Auditores*) has the meaning given to it in the Credit Default Swap;

**"Liquidation Priority of Payments"** (*Orden de Prelación de Pagos de Liquidación*) means payments in the following order of priority:

- (a) *First*, in or toward payment of Taxes payable by the Issuer;
- (b) *Secondly*, in or towards payment *pari passu* and rateably of all Issuer Operating Expenses;
- (c) *Thirdly*, in or towards payment of all amounts then due and unpaid to the Swap Counterparty under the terms of the Credit Default Swap;
- (d) *Fourthly*, in or towards payment *pari passu* and rateably of all interest then due and unpaid in respect of the Notes;
- (e) *Fifthly*, in or towards payment *pari passu* and rateably of any principal amounts due to be paid in respect of redemption of the Notes on such Note Payment Date;
- (f) *Sixthly*, in or toward payments of all interest amounts then due and unpaid to the Subordinated Lender under the terms of the Subordinated Loan Agreement;
- (g) *Seventhly*, in or toward payments of all principal amounts then due and unpaid to the Subordinated Lender under the terms of the Subordinated Loan; and
- (h) *Eighthly*, in or toward payments of the Financial Intermediation Fee (if any);

**"Management Company"** (*Sociedad Gestora*) means Santander Titulización, S.G.F.T, S.A or any other duly licensed management company (*sociedad gestora de fondos de titulización*) which may replace it in the future;

**"MARF"** means the Spanish multilateral trading facility "*Mercado Alternativo de Renta Fija*" (Alternative Fixed-Income Market):

**"Non-Worked Out Reference Obligation"** (*Derecho de Crédito Pendiente de Liquidación*) has the meaning given to it in the Credit Default Swap;

**"Note Business Day"** (*Día Hábil*) means any TARGET Settlement Day on which commercial banks and foreign exchange markets settle payments and are open for general business in Madrid (including dealings in foreign exchange and foreign currency deposits);

**"Note Interest Period"** (*Periodo de Devengo de Interés*) means each period from (and including) a Note Payment Date to (but excluding) the next following Note Payment Date, *provided that*: (i) the initial Note Interest Period will commence on (and include) the Closing Date; and (ii) the final Note Interest Period will end on (but exclude) the Note Payment Date on which the Notes are finally redeemed in full and no further amounts are due or payable on the Notes;

**"Note Payment Date"** (*Fecha de Amortización*) means each of 23 of January, April, July and October in each year commencing on 23 April 2025 and ending on the Final Redemption Date, *provided that*, if any such date is not a Note Business Day, the Note Payment Date shall fall on the next Note Business Day;

**"Note Principal Payment"** has the meaning given to it in paragraph 6(h) (*Note Principal Payment*) below;

**"Noteholder"** means the person in whose name any Note is for the time being registered in the Spanish Central Registry operated by Iberclear or, as the case may be, the relevant Iberclear Member accounting book as further described in paragraph 2(d) (*Title and Transfer*) below;

**"Optional Termination Date"** (*Fecha de Vencimiento Opcional del CDS*) has the meaning given to it in the Credit Default Swap;

**"Ordinary Priority of Payments"** (*Orden de Prelación de Pagos Ordinario*) means payments in the following order of priority:

- (a) *First*, in or toward payment of Taxes payable by the Issuer;
- (b) *Secondly*, in or towards payment *pari passu* and rateably of all Issuer Operating Expenses;
- (c) *Thirdly*, in or towards payment of all amounts then due and unpaid to the Swap Counterparty under the terms of the Credit Default Swap;
- (d) *Fourthly*, in or towards payment *pari passu* and rateably of all interest then due and unpaid in respect of the Notes;
- (e) *Fifthly*, in or towards payment *pari passu* and rateably of any principal amounts due to be paid in respect of redemption of the Notes;
- (f) *Sixthly*, in or toward payments of all interest amounts then due and unpaid to the Subordinated Lender under the terms of the Subordinated Loan;
- (g) *Seventhly*, in or toward payments of all principal amounts then due and unpaid to the Subordinated Lender under the terms of the Subordinated Loan; and
- (h) *Eighthly*, in or toward payments of the Financial Intermediation Fee (if any);

**"Partial Redemption Date"** has the meaning given to it in paragraph 6(f) (*Redemption of the Notes during the Extension Period*) below;

**"Paying Agent"** (*Agente de Pago*) means Banco Santander, S.A., or such other entity or entities as may replace it in the future;

**"Paying Agency Agreement"** (*Contrato de Agencia de Pago*) means the paying agency agreement dated on the Incorporation Date and made between the Management Company on behalf of the Issuer and the Paying Agent, as such agreement may be modified, supplemented by means of any deed or any other document expressed to be supplemental thereto, and/or replaced, from time to time, in accordance with the provisions therein contained;

**"Portfolio Amortisation Amount"** means, in respect of each Amortisation Date, an amount equal to the sum of all Reductions/Removals which occurred during the Calculation Period falling immediately prior to such Amortisation Date minus an amount equal to the aggregate Substitute PRONA of all Substitutions which occurred on such Amortisation Date;

**"Prescription Relevant Date"** has the meaning given to it in paragraph 9(b) (*Prescription Relevant Date*) below;

**"Principal Balance"** (*Saldo de Principal Pendiente de los Bonos*) of the Notes means, at any time on any date, an amount equal to:

- (i) the Initial Principal Balance of the Notes;  
*minus*
- (ii) the aggregate of any amounts actually paid to the relevant Noteholders in redemption of the Notes at that time;  
*minus*
- (iii) the aggregate amount of positive Aggregate Seller Payments (if any) that have been applied to reduce the Principal Balance of the Notes pursuant to Clause 9.9.3.(c) of the Deed of Incorporation (as further described in paragraph 6(g) below (*Reduction and Reinstatement of the Principal Balance of the Notes*);  
*plus*
- (iv) the aggregate amount of the absolute value of negative Aggregate Seller Payments (if any) that have been applied to reinstate the Principal Balance of the Notes pursuant to Clause 9.9.5 of the Deed of Incorporation (as further described in paragraph 6(g) (*Reduction and Reinstatement of the Principal Balance of the Notes*),

*provided that* the Principal Balance of the Notes may not be less than zero;

**"Priority of Payments"** (*Orden de Prelación de Pagos*) means, as applicable, the Ordinary Priority of Payments and/or the Liquidation Priority of Payments;

**"Protected Reference Obligation Notional Amount"** (*Importe Nocial Protegido*) has the meaning given to it in the Credit Default Swap;

**"Protected Tranches Amortisation Amount"** (*Importe para Amortización de los Tramos Protegidos*) has the meaning given to it in the Credit Default Swap;

**"Reference Obligation"** (*Derecho de Crédito de Referencia*) has the meaning given to it in the Credit Default Swap;

**"Reference Portfolio Report"** (*Informe de la Cartera de Referencia*) has the meaning given to it in the Credit Default Swap;

**"Regulatory Event"** (*Evento Regulatorio*) has the meaning given to it in the Credit Default Swap;

**"Scheduled Termination Date"** (*Fecha de Vencimiento Prevista del CDS*) means the Note Payment Date scheduled to fall on 23 July 2054;

**"Significant Risk Transfer Failure Event"** has the meaning given to it in the Credit Default Swap;

**"Spanish Central Registry"** has the meaning given to it in paragraph 2(c) (*Registration, clearing and settlement*) below;

**"Spread"** means 6.5%;

**"Subordinated Lender"** means Banco Santander, S.A. in its capacity as subordinated lender under the Subordinated Loan Agreement;

**"Subordinated Loan Agreement"** means the subordinated loan agreement dated on the Incorporation Date between the Management Company on behalf of the Issuer and the Subordinated Lender;

**"Subsequent Note Extension Amount"** means the portion of the Notes which remains outstanding on any Extension Period Payment Date after payment of the relevant Extension Period Redemption Amount;

**"Swap Counterparty"** (*Contraparte*) means Banco Santander, S.A. in its capacity as counterparty to the Credit Default Swap;

**"TARGET Settlement Day"** (*Día Target*) means any day on which T2payment system is open for the settlement of payments in Euro. **"T2"** means the real time gross settlement system operated by the Eurosystem or any successor;

**"Tax"** means any present or future tax, levy, impost, duty or other charge or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of a Tax Authority and **"Taxes", "taxation", "taxable"** and comparable expressions shall be construed accordingly;

**"Tax Authority"** means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world;

**"Tax Gross Up Amount"** means such additional amount as is necessary to ensure that the net amount actually received by the Noteholders following the occurrence of a Tax Gross Up Event will equal the full amount that the Noteholders would have received had no such Tax Gross Up Event occurred;

**"Tax Gross Up Event"** means the fact that the Swap Counterparty receives not less than 15 days' notice from the Issuer, the Paying Agent or any Noteholder that the Issuer is required to make any deduction or withholding for or on account of any tax in relation to a number of Notes equal to or greater than 25% of the Notes outstanding at such time other than where any such deduction or withholding is required because of the failure of the relevant Noteholders to provide any certificates and/or other information as may be required by the Issuer or the Paying Agent in order for such payments to be made free of such deduction or withholding, *provided that* Notes held by Noteholders who are tax resident in a jurisdiction which (i) qualifies as a non-cooperative jurisdiction (*jurisdicción no cooperativa*) for the purposes of Spanish tax laws; or (ii) is listed as a high-risk and non-cooperative jurisdiction by the Financial Action Task Force ("FATF") shall not be taken into account for the purposes of the calculation of such 25% threshold.

**"Termination Date"** means the earliest to occur of:

- (a) the Final Exhaustion Date; and
- (b) the Initial Termination Date, provided that, if on the Initial Termination Date there are one or more Reference Obligations in respect of which an Event Determination Date has occurred or in respect of which a Potential Credit Event Notice has been delivered but, in either case, in respect of which the Conditions to Settlement either have been, or remain capable of being, satisfied and which have not yet become Worked Out Reference Obligations in respect of which the Verification Date has occurred, the Termination Date shall occur on the earliest to occur of:
  - (i) the Final Exhaustion Date;
  - (ii) the Final Termination Date;
  - (iii) the Cash Settlement Date which occurs on or follows the first date on which all such Reference Obligations have become either (i) Worked Out Reference Obligations in respect of which the Verification Date has occurred or (ii) Reference Obligations in respect of which it is no longer possible for the Conditions to Settlement to be satisfied; and
  - (iv) the Actual Early Redemption Date.

"**Transaction Documents**" means the Deed of Incorporation, the Paying Agency Agreement, the Deposit Bank Agreement, the Credit Default Swap, the Management, Placement and Subscription Agreement and the Subordinated Loan Agreement;

"**Transaction Parties**" means the Issuer, the Arranger and Lead Manager, the Paying Agent, the Swap Counterparty, the Deposit Bank, the Management Company, the Subordinated Lender and the Calculation Agent, each a "**Transaction Party**" or any person affiliated with them;

"**Threshold Amount**" (*Importe Vivo del Tramo de Primera Pérdida*) has the meaning given to it in the Credit Default Swap;

"**Verified Reference Obligations**" (*Derechos de Crédito Verificados*) has the meaning given to it in the Credit Default Swap;

"**Waiver Notice**" (*Notificación de Renuncia*) has the meaning given to it in the Credit Default Swap.

## 2. **Form, Denomination and Title**

### (a) ***Form and denomination***

The Notes have been issued in uncertificated, dematerialised book-entry form (*anotaciones en cuenta*) in euro in an aggregate nominal amount of €197,100,000. The denomination of each Note is equal to €100,000 (referred to as the "**principal amount**" of a Note).

### (b) ***Application for listing on MARF***

Application shall be made to list the Notes on the MARF by the Management Company on behalf of the Issuer on the Closing Date.

### (c) ***Registration, clearing and settlement***

The Notes have been registered with the *Spanish Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal* ("**Iberclear**") as the operator of the central registry of the Spanish clearance and settlement system (the "**Spanish Central Registry**").

Holders of a beneficial interest in the Notes who do not have, directly or indirectly through their custodians, a participating account with Iberclear may participate in the Notes through bridge accounts maintained by each of Euroclear and Clearstream, Luxembourg with Iberclear. Iberclear operates the settlement and clearing of the Notes, notwithstanding the Issuer's commitment to assist, when appropriate, on the clearing and settlement of the Notes through Euroclear and Clearstream, Luxembourg.

The Spanish National Numbering Agency (*Agencia Nacional de Codificación de Valores Mobiliarios*) has assigned the following ISIN to identify the Notes: ES0305863005.

### (d) ***Title and transfer***

Title to the Notes is evidenced by book entries, and each person shown in the Spanish Central Registry maintained by Iberclear and in the registries maintained by the respective members (*entidades participantes*) of Iberclear (the "**Iberclear Members**") as being a holder of the Notes shall be (except as otherwise required by Spanish law) deemed to be the holder of the principal amount of the Notes recorded therein.

In this section, "**Noteholder**" means the person in whose name such Note is for the time being registered in the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Member accounting book.

The Notes are issued without any restrictions on their transferability. Consequently, the Notes may be transferred and title to the Notes may pass (subject to Spanish law and to

compliance with all applicable rules, restrictions and requirements of Iberclear or, as the case may be, the relevant Iberclear Member) upon registration in the relevant registry of each Iberclear Member and/or Iberclear itself, as applicable.

### 3. **Status and Ranking of the Notes**

#### (a) ***Status***

The Notes constitute direct obligations of the Issuer. The Notes rank *pari passu* without preference or priority amongst themselves.

#### (b) ***Priority of Payments***

Amounts payable to the Noteholders and the other Creditors will be applied in accordance with the applicable Priority of Payments.

### 4. **Issuer Covenants Financial Statements and Investor Reports**

The Issuer has undertaken under the terms of the Deed of Incorporation to make available to the Noteholders its Financial Statements by means of their publication in the website of the Management Company ([www.santanderdetitulizacion.com](http://www.santanderdetitulizacion.com)).

The Issuer has also undertaken under the terms of the Deed of Incorporation to make available to the Noteholders the Investors Report in respect of each Note Payment Date simultaneously with the Reference Portfolio Report no later than ten (10) days following each Note Payment Date in accordance with paragraph 11 (*Notices to Noteholders*) below.

### 5. **Interest**

#### (a) ***Period of Accrual***

Each Note bears interest on its Principal Balance at the Interest Rate from (and including) the Closing Date until the Final Redemption Date.

#### (b) ***Note Payment Dates and Note Interest Periods***

Interest on the Notes is payable quarterly in arrears on each Note Payment Date in respect of the Note Interest Period ending immediately prior thereto. The first payment of interest will be made on 23 April 2025.

#### (c) ***Calculation of Interest Amount***

In respect of each Note Interest Period and in respect of all of the Notes shall be an amount (the "**Interest Amount**") equal to the product of: (i) the aggregate Principal Balance of the Notes on the first day of the Note Interest Period ending on (but excluding) that Note Payment Date, (ii) the Interest Rate and (iii) the Fixed Rate Day Count Fraction.

#### (d) ***Notification of Interest Amount***

The Management Company will, at least one Note Business Day prior to each Note Payment Date in relation to each Note Interest Period, notify to the Noteholders in accordance with paragraph 11 (*Notices to Noteholders*) below the Interest Amount payable in respect of the Notes for such Note Interest Period.

### 6. **Redemption, Reduction, Reinstatement and Cancellation**

#### (a) ***Final Redemption of the Notes on the Legal Redemption Date***

Unless previously redeemed in full and cancelled, the Issuer shall redeem the Notes at their then aggregate Principal Balance at that time on the Legal Redemption Date in accordance with the Liquidation Priority of Payments.

(b) ***Amortised Redemption***

On each Note Payment Date, the Issuer shall apply an amount equal to the Available Redemption Funds determined in respect of such Note Payment Date in or towards redemption of the Notes.

(c) ***Mandatory Early Redemption (Amortización Anticipada) of the Notes following Early Redemption Events***

If an Early Redemption Event occurs prior to the Legal Redemption Date, the Issuer shall redeem, subject to paragraph 6(g) (*Reduction and Reinstatement of the Principal Balance of the Notes*) below, the Notes at their then aggregate Principal Balance at that time on the Early Redemption Date.

Each and any of the following events shall be treated as an "**Early Redemption Event**":

- (i) the designation of an Early Termination Date in respect of the Credit Default Swap by either the Issuer or the Swap Counterparty;
- (ii) the designation by the Swap Counterparty of an Optional Termination Date in respect of the Credit Default Swap by reason of a Regulatory Event, a Significant Risk Transfer Failure Event or a Clean-up Event or on, or at any time following, the First Optional Termination Date (*provided that* an Initial Termination Date or the Final Exhaustion Date has not already occurred);
- (iii) the occurrence of the Scheduled Termination Date;
- (iv) the occurrence of the Failure Date;
- (v) the designation of the Servicer Default / Adverse Policies Amendment Date;
- (vi) the occurrence of the Issuer Liquidation Date; or
- (vii) an agreement is reached by the Management Company, the Swap Counterparty, all of the Noteholders and any contractual Creditors of the Issuer for the Issuer being liquidated and the Notes being early redeemed.

(d) ***Delivery of an Early Redemption Notice***

If an Early Redemption Event occurs, the Issuer shall give notice (the "**Early Redemption Notice**") of such early redemption to Noteholders in accordance with paragraph 11 (*Notices to Noteholders*) below and the Paying Agent as soon as practicable after the Management Company becomes aware of such occurrence.

(e) ***Consequences of Notes becoming Due and Payable and Delivery of Early Redemption Notice***

Upon the delivery of an Early Redemption Notice, all of the Notes then outstanding shall, subject to paragraph 6(f) (*Redemption of the Notes during the Extension Period*) below become due and repayable on the Early Redemption Date at their then Principal Balance.

(f) ***Redemption of the Notes during the Extension Period***

- (i) If an Early Redemption Event (other than the occurrence of the Servicer Default Date or the Issuer Liquidation Date) occurs prior to the Legal Redemption Date, and on the date of such occurrence, there are one or more Non-Worked Out Reference Obligations, then the Issuer shall, on the immediately following Note Payment Date (the "**Partial Redemption Date**") apply an amount equal to the Available Funds on such Note Payment Date remaining after application thereof in, or towards, payments of items 1<sup>st</sup> to 4<sup>th</sup> of the Ordinary Priority of Payments in, or towards, redemption of the Notes in an amount equal to their then Principal Balance (following any reduction or reinstatement of the Principal Balance of the

Notes on that Note Payment Date in accordance with paragraph 6(g) below (*Reduction and Reinstatement of the Principal Balance of the Notes*) less the Initial Note Extension Amount;

- (ii) a portion of the Notes (the "**Initial Note Extension Amount**") shall remain outstanding in respect of all such Non-Worked Out Reference Obligations pending the Final Verification Date;
- (iii) the Initial Note Extension Amount on the Partial Redemption Date shall be equal to the excess (if any) of the aggregate Protected Reference Obligation Notional Amounts of such Non-Worked Out Reference Obligations over the Threshold Amount as of the Partial Redemption Date;
- (iv) on each Note Payment Date following the Partial Redemption Date (each, an "**Extension Period Payment Date**"), the Issuer shall redeem the Notes in part, subject to the applicable Priority of Payments, at their Extension Period Redemption Amount at that time, where "**Extension Period Redemption Amount**" means, in respect of an Extension Period Payment Date, an amount equal to the Available Redemption Funds calculated in respect of such Extension Period Payment Date (that are conceptually equal to:
  - (A) the Principal Balance of the Notes, as of such Extension Period Payment Date, following any reduction or reinstatement of the Principal Balance of the Notes on that Note Payment Date in accordance with paragraph 6(g) below (*Reduction and Reinstatement of the Principal Balance of the Notes*);  
*less*
  - (B) the excess of (i) the aggregate Protected Reference Obligation Notional Amounts of the Non-Worked Out Reference Obligations which have not become Verified Reference Obligations within the Calculation Period preceding such Extension Period Payment Date *minus* the aggregate Initial Credit Protection Amounts previously determined in respect of such Non-Worked Out Reference Obligations over (ii) the Threshold Amount as of such Extension Period Payment Date);
- (v) the Initial Note Extension Amount and each Extension Period Redemption Amount shall be calculated by the Management Company (by reference to calculations provided to it for this purpose by the Calculation Agent) as of (and as soon as practicable following) the occurrence of the relevant Early Redemption Event and thereafter on each Calculation Date during the Extension Period which immediately precedes an Extension Period Payment Date;
- (vi) where the Partial Redemption Date occurs prior to the Scheduled Termination Date, any Notes remaining outstanding during the Extension Period shall continue to bear interest on the then Principal Balance of such Notes until the Scheduled Termination Date in accordance with paragraph 5 (*Interest*) above.
- (vii) notwithstanding any other provisions to the contrary, where the Management Company determines (taking into account any Waiver Notice delivered by the Swap Counterparty) that the Initial Note Extension Amount on the Partial Redemption Date or the Subsequent Note Extension Amount on any future Extension Period Payment Dates will be zero because the Threshold Amount is equal to, or greater than, the aggregate Protected Reference Obligation Notional Amounts of all Non-Worked Out Reference Obligations *minus* the aggregate Initial Credit Protection Amounts previously determined in respect of such Non-Worked Out Reference Obligations as of, in each case, the Calculation Date immediately preceding the Partial Redemption Date or, as applicable, the relevant Extension Period Payment Date, then and to the extent that the Notes have been



actually redeemed in full on the Partial Redemption Date or, as applicable, such Extension Period Payment Date (the "**Actual Early Redemption Date**"):

- (A) such Actual Early Redemption Date will be the Termination Date of the Credit Default Swap;
- (B) the Independent Auditors will be released from their obligations to carry out any verification in compliance with the Agreed Upon Procedures in respect to any outstanding Non-Worked Out Reference Obligations as of that Calculation Date; and
- (C) the Management Company will liquidate the Issuer as soon as possible on or after the Actual Early Redemption Date for which purposes the Fixed Amount payable by the Swap Counterparty on the Fixed Rate Payer Payment Date immediately preceding the Actual Early Redemption Date will include the liquidation expenses reasonably determined by the Management Company (without prejudice to the Swap Counterparty's right to be reimbursed by the Management Company (on behalf of the Fund) any surplus remaining after the conclusion of the liquidation of the Issuer).

(g) ***Reduction and Reinstatement of the Principal Balance of the Notes***

On each Note Payment Date, the Principal Balance of the Notes shall be reduced by an amount equal to the positive Aggregate Seller Payment (if any) determined by the Management Company on behalf of the Issuer in respect of that Note Payment Date, **provided that** the Principal Balance of the Notes shall not be reduced below zero.

If, in respect of any Note Payment Date, a negative Aggregate Seller Payment is determined by the Management Company on behalf of the Issuer, then, on that Note Payment Date, an amount equal to the absolute value of such Aggregate Seller Payment shall be applied to reinstate the Principal Balance of the Notes.

(h) ***Note Principal Payment***

The principal amount (the "**Note Principal Payment**") which is required to be repaid in respect of each Note on any Note Payment Date shall be that Note's *pro rata* share of the aggregate amount required to be applied in redemption of the Notes on such Note Payment Date, *provided that* no Note Principal Payment may exceed the Principal Balance of the related Note.

(i) ***Calculation of Note Principal Payments and Principal Balance***

On each Calculation Date, the Management Company on behalf of the Issuer shall determine:

- (i) if there is to be a redemption (in whole or in part) of the Notes pursuant to this paragraph 6 (*Redemption, Reduction, Reinstatement and Cancellation*), the amount of any Note Principal Payment due in respect of each Note on the Note Payment Date immediately following such Calculation Date;
- (ii) the Principal Balance of each Note on such Note Payment Date (after deducting any Note Principal Payment to be paid on that Note Payment Date).

The Management Company will notify each determination of a Note Principal Payment and Principal Balance to the Paying Agent and the MAREF, by no later than the day which is one (1) Note Business Day prior to the Note Payment Date immediately following the Calculation Date on which such calculations are made.

## 7. Payments

### (a) *Payments of Interest and Principal*

Payments of principal and interest in respect of the Notes will be made by transfer to the registered account of the relevant Noteholder maintained by or on behalf of it with a bank that processes payments in a city in which banks have access to the T2 system, details of which appear in the records of Iberclear or, as the case may be, the relevant Iberclear Member at close of business on the day immediately preceding the date on which the payment of principal or interest, as the case may be, falls due. Noteholders must rely on the procedures of Iberclear or, as the case may be, the relevant Iberclear Member to receive payments under the relevant Notes. The Issuer and the Paying Agent will have no responsibility or liability for the records relating to payments made in respect of the Notes.

### (b) *Payments Subject to Fiscal Laws*

Payment of principal and interest in respect of the Notes are subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment and to the provisions of the Paying Agency Agreement and the other Transaction Documents.

### (c) *No default interest*

Any amounts due and payable by the Issuer in respect of any Note Payment Date which are not paid by the Issuer by reason of the insufficiency of Available Funds for those purposes shall be paid by the Issuer in the following Note Payment Date, subject to the Priority of Payments and the availability of Available Funds for such payment, *provided that* no default interest shall be paid by the Issuer on any such unpaid amounts.

## 8. Taxation

### (a) *Payments Free of Tax*

Subject to paragraph 8 (d) (*Tax Gross Up*), all payments of principal and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for or on account of any present or future Taxes unless the Issuer is required by applicable law to make any payment in respect of the Notes subject to any such withholding or deduction. In that event, the Issuer shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so required to be withheld or deducted.

### (b) *No Payment of Additional Amounts*

Subject to paragraph 8 (d) (*Tax Gross Up*), the Issuer will **not** be obliged to make any additional payments to holders of Notes in respect of such withholding or deduction as is referred to in paragraph 8(a) (*Taxation - Payments Free of Tax*).

### (c) *Tax Deduction Not Note Event of Default*

If the Issuer is required to make a withholding or deduction as is referred to in paragraph 8(a) (*Taxation - Payments Free of Tax*), this shall not constitute an Early Redemption Event.

### (d) *Tax Gross Up*

If the Issuer is required at any time to make any deduction or withholding for or on account of any tax in relation to a number of Notes equal to or greater than 25% of the Notes outstanding at such time (provided that Notes held by Noteholders who are tax resident in a jurisdiction which (i) qualifies as a non-cooperative jurisdiction (*jurisdicción no cooperativa*) for the purposes of Spanish tax laws; or (ii) is listed as a high-risk and non-cooperative jurisdiction by the Financial Action Task Force ("**FATF**") shall not be taken into account for the purposes of the calculation of such 25% threshold) other than where any such deduction or withholding is required because of the failure of the relevant

Noteholders to provide any certificates and/or other information as may be required by the Issuer or the Paying Agent in order for such such payments to be made free of such deduction or withholding (a "**Tax Gross Up Event**"), the Swap Counterparty (having received not less than 15 days notice from the Issuer, the Paying Agent, or any Noteholder) shall pay to the Issuer, in addition to the payment to which the Issuer is otherwise entitled under the Credit Default Swap, such additional amount as is necessary to ensure that the net amount actually received by the Noteholders will equal the full amount that the Noteholders would have received had no such deduction or withholding be required (a "**Tax Gross Up Amount**").

## 9. Prescription

### (a) *Principal*

Claims for payment in respect of principal and interest shall be prescribed and become void unless made within five (5) years from the appropriate Prescription Relevant Date in respect of such payment and thereafter any principal interest or other sums payable in respect of such Notes shall be forfeited and revert to the Issuer.

### (b) *Prescription Relevant Date*

"**Prescription Relevant Date**" means the date on which such payment first becomes due.

## 10. Modification

### (a) *Modification*

The Management Company on behalf of the Issuer may agree, without the consent or sanction of the Noteholders or any other Creditors at any time and from time to time, with any party to any of the Transaction Documents in making any modification (other than in respect of a Basic Terms Modification) to the terms and conditions of the Notes or the other Transaction Documents to which the Issuer is a party, if in its opinion, the interests of the holders of the Notes then outstanding would not be prejudiced thereby (provided that any modification which is required to correct a manifest error or which, in the opinion of the Management Company, is of a formal, minor or technical nature shall not be deemed to prejudice the interest of the holders of the Notes then outstanding).

### (b) *Notification*

The Issuer shall cause any such modification to be notified to the Noteholders in accordance with paragraph 11 (*Notices to Noteholders*), as soon as practicable after it has been made.

### (c) *Binding Nature*

Any modification referred to in paragraph 10(a) shall be binding on the Noteholders and the other Creditors.

## 11. Notices to Noteholders

Without prejudice to the transparency requirements set out in the Securitisation Regulation, notices to the Noteholders will be published in the official bulletin of MARF (*Boletín Diario de MARF*). Any such notice will be deemed to have been given on the date of the first publication. In addition, so long as the Notes are represented by book-entries in Iberclear, all notices to Noteholders shall be made through Iberclear for on transmission to their respective accountholders.

## 12. Limited Recourse and no Meeting of Creditors

The Issuer has been incorporated as a "Securitisation Fund" (*Fondo de Titulización*) under Law 5/2015. Accordingly, the Issuer is an isolated pool of assets and liabilities, without legal personality, that is managed by the Management Company.

Pursuant to Article 25.1 of Law 5/2015, the Management Company shall be the legal representative of the Issuer, it being required by Article 26.1.a) to protect the interest of the Noteholders and other Creditors of the Issuer.

Each of the Noteholders by purchasing or subscribing for the Notes agrees with the Issuer that;

- (i) sums payable to each Noteholder in respect of the Issuer's obligations to such Noteholder shall be limited to the lesser of (a) the aggregate amount of all sums due and payable to such Noteholder and (b) the aggregate amounts of the Available Funds or, as applicable, Available Liquidation Funds, net of any sums which are payable to other persons in priority to or *pari passu* with such Noteholder in accordance with the applicable Priority of Payments;
- (ii) on the Legal Redemption Date following final distribution of the Available Liquidation Funds, the Noteholders shall have no further claim against the Issuer in respect of any unpaid amounts and such unpaid amounts shall be discharged in full;
- (iii) none of the Management Company, the Lead Manager or any other Transaction Parties shall be responsible for any of the Issuer's liabilities;
- (iv) 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
- (v) no meeting of creditors (*junta de acreedores*) has been organised.

### **13. Governing Law and Jurisdiction**

The Notes (and any non- contractual obligations arising out of or in connection with the Notes) are governed by, and shall be construed in accordance with, Spanish law.

The courts of Spain have exclusive jurisdiction to settle any disputes arising out of or in connection with the Notes (including a dispute relating to any non-contractual obligation arising out of or in connection with the Notes).

## **BANCO SANTANDER, S.A.**

Banco Santander, S.A. is the parent bank of Grupo Santander (Santander Group). It was established on 21 March 1857 and incorporated in its present form by a public deed executed in Santander, Spain, on 14 January 1875.

Banco Santander, S.A. and its consolidated subsidiaries are a financial group operating through a network of offices and subsidiaries across Spain, the United Kingdom and other European countries, Brazil and other Latin American countries and the US, offering wide range of financial products.

In Latin America, Santander Group have majority shareholdings in banks in Argentina, Brazil, Chile, Colombia, Mexico, Peru and Uruguay.

At 21 December 2023, Santander Group had a market capitalization of € 61bn, shareholders' equity of € 93bn and total assets of €1,797bn. Santander Group had €1,177bn in customer funds under management at that date.

As of 21 December 2023, Santander Group had 212,764 employees and 8,500 branches.

Banco Santander, S.A. has a long-term credit rating of "A(high)" by DBRS (as of September 2023), "A+" by Standard & Poor's (as of September 2024), "A2" by Moody's (as of October 2024) and "A-" by Fitch (as of September 2024).

## TAXATION IN SPAIN

The following summary of the anticipated treatment of the Issuer and holders of Notes (other than residents of Spain) is based on Spanish taxation law and practice as they are understood to apply at the date of this document and is subject to changes in such taxation law and practice. It does not constitute legal or tax advice and does not address all aspects of Spanish tax law and practice (including such tax law and practice as they apply to any land or building situate in Spain). Prospective investors in the Notes should consult their professional advisers on the implications of acquiring, buying, selling or otherwise disposing of the Notes under the laws of any jurisdiction in which they may be liable to taxation.

### Taxation of the Issuer

The tax rules applicable to Spanish securitisation funds are currently contained in (i) Law 27/2014, of 27 November, on Corporate Income Tax (*Ley 27/2014, de 27 de noviembre, del Impuesto sobre Sociedades*) ("**Law 27/2014**"), in particular, Articles 7.1.h) and 13.1; (ii) Corporate Income Tax Regulations passed by Royal Decree 634/2015, of 10 July (*Reglamento del Impuesto sobre Sociedades, aprobado por el Real Decreto 634/2015, de 10 de julio*) (the "**CIT Regulations**"), in particular, Articles 8, 9 and 61.k); (iii) the Revised Text of the Transfer Tax and Stamp Duty Law, passed by Legislative Royal Decree 1/1993, of 24 September (*Texto Refundido de la Ley del Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados, aprobado por el Real Decreto Legislativo 1/1993, de 24 de septiembre*), in particular, Article 45.I.B.15 and 45.I.B.20.4; (iv) Law 37/1992, of 28 December, on Value Added Tax (*Ley 37/1992, de 28 de diciembre, del Impuesto sobre el Valor Añadido*), and, in particular, Article 20.Uno.18.n); (v) 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*) (the "**General Tax Regulations**"), and, in particular, Articles 42, 43 and 44; and (vi) 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.

In summary, these legal provisions define the following fundamental principles:

- (a) The Issuer is exempt from Capital Duty (*Impuesto sobre Operaciones Societarias*).
- (b) According to Article 7.1.h) of Law 27/2014, the Issuer is a taxpayer of the Corporate Income Tax. The Issuer will be subject to the general provisions of Law 27/2014 to determine the taxable base, as well as to the applicable standard rate (25%).
- (c) The issuance, subscription, transfer, redemption and repayment of the Notes will either be "not subject to" or "exempt from", as the case may be, VAT and Transfer Tax/Stamp Duty.
- (d) The Issuer will be subject to VAT in accordance with the general VAT rules. However, the management services rendered to the Issuer by the Management Company will be exempt from VAT.
- (e) The Management Company, in the name and on behalf of the Issuer, 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 such reporting obligations is developed by Articles 42, 43 and 44 of the General Tax Regulations.

### Taxation on the Notes

The tax treatment of the interest and other income paid to the investors in the Notes will differ depending on the tax residence and status of the relevant investor.

- (a) If the investor is an individual resident in Spain for tax purposes, any interest received and any income obtained by the investor arising from the disposal or redemption of the Notes is subject to Personal Income Tax at a rate of 19% on the first Euro 6,000.00 received, at a rate of 21% on the amount between Euro 6,000.01 and Euro 50,000.00 received, at a rate of 23% on the amount between Euro 50,000.01 and Euro 200,000.00 received, 27% for taxable income between Euro

200,000.01 and Euro 300,000.00 and 28% on the excess of Euro 300,000.00. In any event, the interest received is subject to withholding on account of Personal Income Tax at the rate of 19%.

- (b) If the investor is a company resident in Spain, any interest received will be subject to the Corporate Income Tax (generally, at the rate of 25%).

The interest that is paid in relation to the Notes is free from withholding on account of Corporate Income Tax, provided that: (i) they are represented by means of book-entry form (*anotaciones en cuenta*) and (ii) they are traded in an official Spanish secondary market of securities or in MARF (as envisaged in the case of the Notes). The procedure to make effective the withholding exemption is regulated under Ministerial Order dated 22 December 1999.

- (c) Non-resident investors with permanent establishment in Spain to which the investment in the Notes is directly connected will be subject to the same regime as set forth for taxpayers under Corporate Income Tax.
- (d) In case of the investment in the Notes is made by non-resident investors without permanent establishment in Spain, the interest received and any income arising from the disposal or redemption of the Notes will be exempt from withholding in Spain in accordance with the special regime set forth under Law 10/2014, provided that the Notes are admitted to trading in a regulated market, a trading multilateral system (this being the case of MARF) or other organised market. For these purposes, the information procedure set forth in the General Tax Regulations has to be complied with.

In the event that the information procedure set forth in the General Tax Regulations is not duly complied with interest received and any income arising from the disposal or redemption of the Notes will be subject to withholding at the rate of 19%, unless a tax exemption or reduced tax rate were applicable pursuant to the Non-Resident Income Tax Law or an applicable Treaty for the avoidance of Double Taxation that Spain may have entered into with the investor's tax residence jurisdiction.

**If you are in any doubt as to your tax position you should consult your professional tax adviser.**

## SUBSCRIPTION AND SALE

The Lead Manager will, under a subscription agreement entered into on the Incorporation Date (the "**Management, Placement and Subscription Agreement**") between the Lead Manager and the Management Company on behalf of the Issuer, agree with the Management Company on behalf of the Issuer to procure subscriptions, for the Notes at the issue price of 100 per cent. of their initial principal amount, subject to certain conditions contained therein. The Issuer has agreed to indemnify the Lead Managers against certain liabilities incurred in connection with the offer and sale of the Notes.

The Management, Placement and Subscription Agreement is subject to a number of conditions and may be terminated by the Lead Manager in certain circumstances prior to payment for the Notes to the Issuer.

Attention is also drawn to the information set out on the inside cover of this Information Memorandum.

### United Kingdom

The Lead Manager has represented to and agreed with the Issuer, amongst other things, that:

- (a) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom. For the purposes of this provision, the expression retail investor means a person who is one (or more) of the following:
  - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law in the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); or
  - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, 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 domestic law by virtue of the EUWA.

### United States

The Management Company on behalf of the Issuer and Lead Manager have represented, warranted and undertaken, each on their own behalf only, that neither of them nor any of their Affiliates (including any person acting on behalf of either of them or any of their Affiliates) has offered or sold, or will offer or sell, any Notes in any circumstances which would require the registration of any of the Notes under the Securities Act and, in particular, that:

- (a) **No directed selling efforts:** neither of them nor any of their Affiliates nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States with respect to the Notes;
- (b) **No SUSMI:** the Issuer and the Lead Manager each reasonably believe that there is no substantial U.S. market interest in the Issuer's debt securities; and
- (c) the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons.

### Spain

This Information Memorandum has not been registered with the CNMV. The offering of the Notes does not constitute a public offering in accordance with the provisions of Article 35 of Law 6/2023, of 17 March,



on the Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*) and related legislation. As established by Rule 2 of the Circular 2/2018, of MARF, dated 4 December, the Notes are intended exclusively for professional clients (as defined in Article 112 of RD 813/2023).

### **General**

Except for listing the Notes on the MARF, and as otherwise described in this Information Memorandum no action is being taken in any jurisdiction that would or is intended to permit a public offering of the Notes, or the possession, circulation or distribution of this Information Memorandum or any other material relating to the Issuer or the Notes in any jurisdiction where action for that purpose is required. This Information Memorandum does not constitute, and may not be used for the purpose of, an offer or solicitation in or from any jurisdiction where such an offer or solicitation is not authorised. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Information Memorandum nor any other offering material or advertisement in connection with the Notes may be distributed or published in or from any country or jurisdiction, except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction.

The Lead Manager has undertaken not to offer or sell any of the Notes, or to distribute this document or any other material relating to the Notes, in or from any jurisdiction except under circumstances that will result in compliance with applicable law and regulations.

### **Prohibition of Sales to EEA Retail Investors**

Each of the Issuer and Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
- (b) a customer within the meaning of Directive 2016/97/EU (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.

### **Resale**

The Notes have not been and will not be registered under the Securities Act or any state securities or "Blue Sky" laws or the securities laws of any other jurisdiction and, accordingly, may not be reoffered, resold, pledged or otherwise transferred except in accordance with the restrictions set out herein.

Without limiting the foregoing, by holding a Note, each Noteholder acknowledges and agrees, among other things, that such Noteholder understands that the Issuer is not registered as an investment company under the Investment Company Act.

### **Transfer Restrictions Applicable to the Notes:**

- (a) Each transferee of a Note or any interest therein will be deemed to have represented and agreed, that on and as of the relevant date of delivery of such Notes to it and in each case with respect to the Notes:
  - (i) it understands and acknowledges that the Notes have not been registered under the Securities Act or any state securities laws and that that Notes may not be offered or sold except in transactions exempt from, or not subject to, the registration requirements of the Securities Act or unless registered under the Securities Act;
  - (ii) it understands and acknowledges that the Issuer has not been registered under the Investment Company Act;
  - (iii) it is acquiring the Notes for its own account (not as a nominee or an agent);

- (iv) it is a sophisticated investor with such knowledge and experience in financial and business matters, including but not limited to sales and purchases of the type of debt securities issued by the Issuer, as to be capable of evaluating the merits and risks of the purchase of the Notes; it has sought such financial, accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to the Notes; it is able to bear the economic risk of an investment in the Notes and can afford a complete loss of an investment;
  - (v) in making the decision to purchase the Notes it has relied solely upon its own independent investigation; and
  - (vi) it is not a U.S. Person and that it is presently located outside the United States (a "**Non-U.S. Person**") and is taking possession of the Notes in Regulation S form, where "**U.S. Person**" means (a) U.S. Persons as defined in Regulation S, or (b) any person that is not either (x) a "foreign located person" as that term is defined in Rule 3.10(c) promulgated by the Commodity Futures Trading Commission ("**CFTC**") under the Commodity Exchange Act of 1936 (as amended) (the "**CEA**") or (y) a "non-United States person", as defined in Rule 4.7(a)(1)(iv) issued by the CFTC under the CEA.
- (b) With respect to any transfer of a Note or any interest therein to any person:
- (i) the Notes may only be transferred in denominations of EUR 100,000 and integral multiples of EUR 100,000 in excess thereof;
  - (ii) the Notes may only be transferred in accordance with all applicable securities laws of the United States; and
  - (iii) any purported transfer in violation of any securities laws of the United States will not be permitted.
- (c) The Issuer shall have the right to compel any beneficial owner of any Note that is not a Non-U.S. Person, to sell such Notes, or may sell such Notes on behalf of such owner.
- (d) The Notes are and will be subject to the transfer restrictions set out in herein and each transferor of the Notes shall provide notice of such transfer restrictions to any proposed transferee of the Notes.
- (e) Each of the Issuer and the Management Company is entitled to rely upon these representations and warranties provided by a transferee.
- (f) Each transferee of the Notes represents and will be required to represent throughout the time of its holding of any Notes that:
- (i) it is not and is not deemed for purposes of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or Section 4975 of the Internal Revenue Code of 1986, as amended from time to time (the "**Code**") to be (a) an "employee benefit plan" as defined in ERISA and subject to part 4 of subtitle B of title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code, or (c) any entity whose underlying assets are deemed for purposes of ERISA or the Code to include "plan assets" by reason of such plan investment in the entity;
  - (ii) if, at any time, it will be an employee benefit plan that is not a benefit plan investor and that is subject to any U.S. Federal, state, or local law that is substantially similar to section 406 of ERISA or Section 4975 of the Code (a "**Similar Law**"), the purchase and holding of the Notes do not and will not violate any Similar Law; and
  - (iii) it acknowledges and agrees that any purported transfer of any Note that does not comply with these requirements shall be null and void *ab initio*.

## GENERAL INFORMATION

1. All authorisations, consents and approvals to be obtained by the Issuer (or the Management Company on its behalf) for, or in connection with, the creation and issue of the Notes, the performance by the Issuer of the obligations expressed to be undertaken by it and the distribution of this Information Memorandum have been obtained and are in full force and effect. The issue of the Notes has been authorised by a resolution of the Board of Directors of the Management Company passed on 9 October 2024.
2. Application has been made to list the Notes on the MARF by the Management Company on behalf of the Issuer. The Notes are not listed on any other exchange.
3. The Notes have been accepted for clearance through Iberclear. The Spanish National Numbering Agency (*Agencia Nacional de Codificación de Valores Mobiliarios*) has assigned the following ISIN to identify the Notes: ES0305863005.
4. Save as disclosed in this Information Memorandum, since the Incorporation Date, the Issuer has not:
  - (a) commenced operations;
  - (b) made up annual financial accounts as at the date of this Information Memorandum; or
  - (c) entered into any contracts or arrangements not being in its ordinary course of business.
5. Save as disclosed in this Information Memorandum, since the Incorporation Date, there has been no material adverse change in the financial position or prospects and no significant change in the financial or trading position of the Issuer.
6. The Issuer will not provide post-issuance reporting other than the Investors Reports, the Reference Portfolio Reports and its Financial Statements as well as the information set out in the section entitled "*Reporting obligations under the Securitisation Regulation*" (without prejudice to the obligations of the Swap Counterparty under the Credit Default Swap in relation to the availability of the Investor Information).

## REPORTING OBLIGATIONS UNDER THE SECURITISATION REGULATION

### (a) **General overview of the reporting obligations of the Securitisation Regulation**

In accordance with Article 26d of the Securitisation Regulation, the Swap Counterparty has made available before pricing in the Data Room (as defined below) the historical data referred to in article 22.1 of the Securitisation Regulation (the "**Historical Data**"), the information referred to in article 22.5 of the Securitisation Regulation and a liability cash flow model (the "**Liability Cash Flow Model**") and it shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.

In accordance with Article 26d of the Securitisation Regulation, by reference to Article 7.1, the Swap Counterparty shall make the following information available to the Noteholders, to the competent authorities and, upon request, to potential investors:

- (i) each quarter, information on the Reference Portfolio as required by and in accordance with Article 7.1(a) of the Securitisation Regulation (which will comply with the reporting templates included in the Delegated Regulation);
- (ii) all underlying documentation that is essential for the understanding of the transaction, in accordance with Article 7.1 (b) of the Securitisation Regulation;
- (iii) a transaction summary or overview of the main features of the securitisation in accordance with Article 7.1 (c) of the Securitisation Regulation (that will be the Information Memorandum);
- (iv) the STS notification referred to in Article 27 of the Securitisation Regulation as set out in Article 7.1 (d);
- (v) each quarter an investor report as required by and in accordance with Article 7.1(e) of the Securitisation Regulation (which will be the Investors Report and whose content will comply with the reporting templates included in the Delegated Regulation);
- (vi) any information required to be reported pursuant to Articles 7.1(f) or 7.1(g) (as applicable) of the Securitisation Regulation, without delay; and
- (vii) any other information that may be required from time to time under Article 7 of the Securitisation Regulation or any developing regulations.

The information required by sub-paragraphs (ii) to (iv) above shall be made available before pricing, at least in draft or initial form. The final documentation shall be made available to investors at the latest 15 days after the Incorporation Date.

In compliance with paragraph 2 of article 26d of the Securitisation Regulation, a sample of the underlying exposures has been verified by the Independent Accountants. Such verification by the Independent Accountants have confirmed the compliance by the referred sample of underlying exposures with the applicable Eligibility Criteria and that the data disclosed in respect of such underlying exposures is accurate. No significant adverse findings have been found by the Independent Accountants during its review.

### (b) **Fulfilment of reporting undertakings**

For the purposes of paragraph 5 of article 26d of the Securitisation Regulation, the Swap Counterparty is the designated and responsible entity for submitting the information required by article 7 of the Securitisation Regulation.

(c) **Manner in which the relevant information will be made available to investors, potential investors and competent authorities**

Until the Effective Date, the reporting obligations under Article 7.1 and 26d of the Securitisation Regulation will be satisfied by making available and maintaining the relevant Investor Information (as defined below) in the Dataroom.

After the Effective Date, the ongoing reporting under Article 7.1 and 26d of the Securitisation Regulation of the Securitisation Regulation will be satisfied by making available the relevant Investor Information in the website of the Management Company at [www.santanderdetitulizacion.com](http://www.santanderdetitulizacion.com), without prejudice to the possibility of using a Replacement Dataroom.

For these purposes:

"**Dataroom**" means the website maintained by the Swap Counterparty at <https://connect.cliffordchance.com> for the purpose of uploading documentation and other information in respect of the synthetic securitisation constituted by the Transaction Documents.

"**Replacement Dataroom**" means either:

- (a) a securitisation repository; or
- (b) a website that:
  - (i) includes a well-functioning data quality control system,
  - (ii) is subject to appropriate governance standards and to maintenance and operation of an adequate organisational structure that ensures the continuity and orderly functioning of the website;
  - (iii) is subject to appropriate systems, controls and procedures that identify all relevant sources of operational risk;
  - (iv) includes systems that ensure the protection and integrity of the information received and the prompt recording of the information; and
  - (v) makes it possible to keep a record of the information for at least five years after the first of the following dates: the Final Redemption Date and the Legal Redemption Date (*Fecha de Vencimiento Legal*).

The following documentation and information comprises the "**Investor Information**":

1. the Reference Portfolio Reports;
2. the Reference Register;
3. this Information Memorandum in respect of the Notes;
4. the Deed of Incorporation of the Issuer;
5. the Credit Default Swap;
6. the 2003 ISDA Credit Derivatives Definitions published by the International Swaps and Derivatives Association (excluding the 2009 ISDA Credit Derivatives Definitions Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions published on 12 March 2009 and the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement to the ISDA Credit Derivatives Definitions published on 14 July 2009);
7. the STS notification in respect of the Notes;

8. the Deposit Bank Agreement (*Contrato de Apertura de Cuenta de Tesorería*);
9. the Paying Agency Agreement;
10. the Subordinated Loan Agreement;
11. the Liability Cash Flow Model; and
12. the Historical Data.

## ADMISSION OF THE NOTES TO MARF

### **1.- Request for admission (*incorporación*) of the notes to the Alternative Fixed Income Market. Deadline for admission (*incorporación*) to trading.**

Admission (*incorporación*) will be requested on the Closing Date for the Notes described in this Information Memorandum (*Documento Informativo de Incorporación*) on the Multilateral Trading Facility known as Alternative Fixed Income Market (*Mercado Alternativo de Renta Fija* or *MARF*). Such listing is expected to take place within thirty (30) days following the Closing Date.

If such deadline is not met, the reasons for the delay shall be communicated to the MARF and shall be disclosed to the public through ORI (Other Relevant Information) in MARF or any other means of communication generally accepted by the market that guarantee adequate dissemination of information, in time and content, without prejudice to any potential contractual liability that the Issuer might incur.

MARF adopts the legal structure of a multilateral trading facility, under the terms provided for in Articles 43, 68 and related of Law 6/2023, of 17 March, on the Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*), constituting an alternative, unofficial, market for the trading of fixed-income securities.

This Information Memorandum (*Documento Informativo de Incorporación*) is the one required by Circular 2/2018 of MARF of 4 December.

Neither MARF nor the National Securities Market Commission (*Comisión Nacional del Mercado de Valores* or *CNMV*) have approved or made any verification or test in relation to the contents of the Information Memorandum (*Documento Informativo de Incorporación*). The intervention of MARF does not mean a statement or acknowledgement about the completeness, understanding and consistency of the information included into the documentation contributed by the Issuer.

Potential investors are advised to fully and carefully read the Information Memorandum (*Documento Informativo de Incorporación*), prior to making any investment decision regarding the Notes.

The Management Company (on behalf of the Issuer) expressly declares that it is aware of and knows the requirements and conditions necessary for admission and exclusion of the notes in the MARF, pursuant to the current legislation and the requirements of its governing bodies, and expressly agrees to comply therewith.

The Management Company (on behalf of the Issuer) expressly declares that it has met the requirements for registration and settlement of the transaction in Iberclear. The settlement of transactions will be carried out through Iberclear.

### **2.- Costs of all legal, financial, and audit services and other costs to the Issuer and placement costs and, if necessary, underwriting costs, originated by the Issue, placement and admission (*incorporación*).**

The costs for the issuance of the Notes and their admission (*incorporación*) on MARF are approximately of EUR 1,000,000.00.

## GLOSSARY OF DEFINED TERMS

In addition to the terms otherwise used and defined in this Information Memorandum, the following terms are used in this Information Memorandum:

**"Affiliate"** means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, **"control"** of any entity or person means ownership of a majority of the voting power of the entity or person.

**"Agreed Upon Procedures"** means the procedures to be carried out by the Independent Accountants under the Credit Default Swap.

**"Amortisation Date"** means each Cash Settlement Date.

**"Calculation Date"** means, in respect of each Cash Settlement Date, the Note Business Day falling five (5) Note Business Days prior to that Cash Settlement Date.

**"Calculation Period"** means, in respect of any Calculation Date, the period from (and including) the first date of the month in which the immediately preceding Calculation Date occurred (or, in the case of the first Calculation Date, the period from and including the Effective Date) to (but excluding) first date of the month in which such Calculation Date occurs.

**"Conditions to Settlement Satisfaction Date"** means, in respect of a Determined Reference Obligation:

- (a) if that Reference Obligation is an Initial Verifiable Reference Obligation, the date on which the Accountants' Notice in respect of that Reference Obligation is delivered to the Issuer; and
- (b) if that Reference Obligation is not an Initial Verifiable Reference Obligation, if there are other Reference Obligations within the same Initial Batch to which that Reference Obligation belongs which are Initial Verifiable Reference Obligations, the date on which the Conditions to Settlement Satisfaction Date has occurred with respect to all Initial Verifiable Reference Obligations that are selected by the Independent Accountants from the Initial Batch to which that Reference Obligation belongs at such time pursuant to the Selection of Initial Verifiable Reference Obligations provision in the Credit Default Swap.

**"Conditions to Substitution"** means each of the following conditions to be met in respect of each Substitution, on the Relevant Date:

- (a) the Substitute Obligation satisfied each of the Eligibility Criteria;
- (b) the Swap Counterparty has annual individual and consolidated accounts for the last two accounting periods duly audited and the auditors' report in respect of the last accounting period does not contain any qualifications which are relevant for the purposes of article 17(a) of Law 5/2015;
- (c) the aggregate Substitute RONA of each Substitute Obligation on each Cash Settlement Date does not exceed the aggregate Reference Obligation Notional Amount of each Ineligible Obligation removed from the Reference Portfolio during the immediately preceding Calculation Period;
- (d) the weighted average PD of the Substitute Obligations on the related Cash Settlement Date does not exceed the weighted average PD of the Ineligible Obligations removed from the Reference Portfolio during the immediately preceding Calculation Period; and
- (d) either:
  - (i) the Portfolio Guidelines were satisfied in respect of all Substitutions on the Relevant Date in respect of such Substitution; or
  - (ii) if the Portfolio Guidelines set out in sub-paragraph (iii) of the Portfolio Guidelines had been breached immediately prior to the relevant Substitution (after taking into account any



Reduction/Removal on such Substitution Date) and such breach is continuing, (1) the weighted average life of all Reference Obligations which are the subject of the Substitution on that date is equal to or lower than 3.50 years and (2) all of the other Portfolio Guidelines set out in Annex 2 were satisfied in respect of all Substitution Date on the Relevant Date including such Substitution (the "**PG Breach Exception**").

"**Credit Line**" means a revolving credit facility provided on terms that amounts repaid may be redrawn from time to time.

"**Cumulative Credit Losses**" means on any date, an amount equal to the sum of:

- (a) all Initial Credit Protection Amounts; and
- (b) all Credit Protection Adjustment Amounts,

as at that date.

"**Cumulative Protected Tranche Adjusted Loss Amount**" means, on any date, an amount equal to the sum of each positive and negative Protected Tranche Adjusted Loss Allocation determined in respect of each Calculation Date occurring prior to or on such date.

"**Cumulative Protected Tranche Amortisation Amount**" means, on any date, an amount equal to the sum of all Protected Tranche Amortisation Amounts determined prior to or on such date.

"**Cumulative Protected Tranche Loss Amount**" means, on any date, an amount equal to the sum of each positive and negative Protected Tranche Loss Allocation determined in respect of each Calculation Date occurring prior to or on such date.

"**Cumulative Senior Tranche Adjusted Loss Amount**" means, on any date, an amount equal to the sum of each positive and negative Senior Tranche Adjusted Loss Allocation determined in respect of each Calculation Date occurring prior to or on such date.

"**Cumulative Senior Tranche Amortisation Amount**" means, on any date, an amount equal to the sum of all Senior Tranche Amortisation Amounts determined prior to or on such date.

"**Cumulative Senior Tranche Loss Amount**" means, on any date, an amount equal to the sum of each positive and negative Senior Tranche Loss Allocation determined in respect of each Calculation Date occurring prior to or on such date.

"**Cumulative Threshold Adjusted Loss Amount**" means, on any date, an amount equal to the sum of each positive and negative Threshold Adjusted Loss Allocation determined in respect of each Calculation Date occurring prior to or on such date.

"**Cumulative Threshold Loss Amount**" means, on any date, an amount equal to the sum of each positive and negative Threshold Loss Allocation determined in respect of each Calculation Date occurring prior to or on such date.

"**Cumulative Unmatured Losses**" means, on any date, an amount equal to:

- (a) the sum of the Defaulted Notional Amounts in respect of all Defaulted Reference Obligations which have not yet become Verified Reference Obligations as at that date; *minus*
- (b) the sum of the Initial Credit Protection Amounts in respect of all Defaulted Reference Obligations which have not yet become Verified Reference Obligations as at that date.

"**Current Period Adjusted Loss Adjustment**" means, in respect of each Cash Settlement Date, an amount equal to:

- (a) the Current Period Loss Adjustment; *plus*

- (b) the Defaulted Notional Amount for each Reference Obligation which became a Non-Worked Out Reference Obligation in the Calculation Period ending immediately prior to such Cash Settlement Date; *minus*
- (c) in respect of each Reference Obligation in respect of which the Initial Credit Protection Amount has been determined in the Calculation Period ending immediately prior to such Cash Settlement Date, the Initial Credit Protection Amount determined in respect of that Reference Obligation; *minus*
- (d) in respect of each Reference Obligation which ceased to be a Non-Worked Out Reference Obligation in the Calculation Period ending immediately prior to such Cash Settlement Date, the Maximum Loss Amount in respect of such Reference Obligation,

provided for the avoidance of doubt, that the Current Period Adjusted Loss Adjustment may be either positive or negative.

**"Current Period Loss Adjustment"** means, in respect of each Calculation Date, an amount equal to:

- (a) the aggregate of all Initial Credit Protection Amounts in respect of Defaulted Reference Obligations for which the Conditions to Settlement Satisfaction Date occurred in the Calculation Period ending immediately prior to such Cash Settlement Date; *plus*
- (b) the aggregate of all positive and negative Credit Protection Adjustment Amounts in respect of Verified Reference Obligations for which the Verification Date occurred in the Calculation Period ending immediately prior to such Cash Settlement Date; *minus*
- (c) the aggregate of any Late Recovery Amounts received in the Calculation Period ending immediately prior to such Cash Settlement Date,

provided that, notwithstanding the foregoing, if the Swap Calculation Agent determines that any Initial Credit Protection Amount or Credit Protection Adjustment Amount was not included in the Current Period Loss Adjustment calculation for the relevant Calculation Period, the Swap Calculation Agent shall include such amount the Current Period Loss Adjustment Amount for the first Calculation Period following the date on which the Swap Calculation Agent makes such determination.

**"Cut-Off Date"** means 12 November 2024.

**"Deed of Incorporation"** means the deed of incorporation executed by the Management Company and Banco Santander, S.A. on 18 November 2024 in connection with the incorporation of the Issuer.

**"Default Guidelines"** means each of:

- (a) the EBA (European Banking Authority) Guidelines on the application of the definition of default under Article 178 of Regulation (EU) No 575/2013 (EBA/GL/2016/07) (18 January 2017);
- (b) Commission Delegated Regulation (EU) 2018/171; and
- (c) any other regulation or guidelines relevant to the application of the definition of default under Article 178 of Regulation (EU) No 575/2013 (EBA/GL/2016/07) (18 January 2017) by the Swap Counterparty for prudential purposes from time to time.

**"Default Guidelines Implementation Date"** means the date on which the Default Guidelines have been first implemented into the policies and procedures of the Swap Counterparty.

**"Defaulted Notional Amount"** means, in respect of a Defaulted Reference Obligation and any date of determination, an amount equal to the lesser of:

- (a) the Protected Reference Obligation Notional Amount in respect of that Defaulted Reference Obligation; and
- (b) 95 per cent. of the aggregate outstanding principal amount of the Reference Obligation to which the Relevant Lender is exposed on the Event Determination Date.

**"Defaulted Reference Obligation"** means a Reference Obligation in respect of which the Conditions to Settlement Satisfaction Date has occurred and which is not a Cured Reference Obligation.

**"Detachment Point"** has the meaning given to it in the second sub-paragraph of Article 256(2) of the CRR.

**"Distress Condition"** means, in respect of a Reference Obligation, that:

- (a) the relevant Reference Entity is facing or is expected to face difficulties resulting from a deterioration in the creditworthiness or financial condition of such Reference Entity in satisfying its payment obligations under such Reference Obligation either in the short term or the long term; or
- (b) with effect from the Default Guidelines Implementation Date, the Calculation Agent determines that a default has been triggered by circumstances constituting a distressed restructuring determined in accordance with the Default Guidelines,

in either case, as determined by the Calculation Agent in accordance with the Servicing Principles.

**"Distributor"** means any person who, after the initial placement of the Notes, offers, sells, places, recommends or otherwise makes available the Notes.

**"EBA"** means the European Banking Authority.

**"EURIBOR"** means the rate, as determined by the Calculation Agent, for deposits in Euro for a period of 3 months which appears on the display page designated EURIBOR01 on Reuters (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying comparable rates) as of 11.00 a.m., (Brussels time), on the second TARGET Settlement Day before the first day of the relevant Note Interest Period (the **"Interest Determination Date"**), provided that if such rate does not appear on that page, the Calculation Agent will:

- (i) request the principal Euro-zone office of each of four major banks in the Euro-zone interbank market to provide a quotation of the rate at which deposits in Euro are offered by it at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date to prime banks in the Euro-zone interbank market for a period of 3 months and in an amount that is representative for a single transaction in that market at that time;
- (ii) determine the arithmetic mean (rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards) of such quotations; and
- (iii) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean (rounded, if necessary, as aforesaid) of the rates quoted by major banks in the Euro-zone, selected by the Calculation Agent, at approximately 11.00 a.m. (Brussels time) on the first day of the relevant Note Interest Period for loans in Euro to leading European banks for a period equal to the relevant Note Interest Period and in an amount that is representative for a single transaction in that market at that time,

*provided, however, that* if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Note Interest Period, the EURIBOR applicable to the Notes during such Note Interest Period will be the EURIBOR rate last determined in relation to the Notes in respect of a preceding Note Interest Period.

**"Event Determination Date"** means the first date on which the Credit Event Notice is effective.

**"False Addition"** means the fact that: (i) any Reference Obligation which formed part of the Reference Portfolio on the Effective Date did not comply with the Eligibility Criteria on the Cut-Off Date; or (ii) any Substitution was effected without satisfying the Conditions to Substitution.

**"Final Estimated Recoveries Obligation"** means a Defaulted Reference Obligation in respect of which the Work-Out Completion Date occurs on the Long-Stop Date.

**"Final Exhaustion Date"** means the Cash Settlement Date which falls on or immediately following the date on which the Protected Tranche Amount is reduced to zero and it is impossible that the Tranche Protected Amount will again become greater than zero.

**"First Optional Termination Date"** means the Cash Settlement Date on or immediately following 23 October 2027.

**"Fixed Rate Payer Calculation Period"** means each period from, and including, one Fixed Rate Payer Payment Date to, but excluding, the next following Fixed Rate Payer Payment Date, *provided that*, the first Fixed Rate Payer Calculation Period shall commence on, and include, the Effective Date and the final Fixed Rate Payer Calculation Period shall end on, and include, the Termination Date.

**"Higher Risk Reference Obligation"** means each Reference Obligation which is not a Defaulted Reference Obligation and which is classified by the Relevant Lender as being:

- (a) an exposure with a PD greater than five per cent;
- (b) an exposure to a credit-impaired debtor; or
- (c) in default within the meaning of Article 178(1) of the CRR.

**"Initial Credit Protection Amount"** means an amount equal to the product of:

- (a) the Defaulted Notional Amount; and
- (b) the higher of:
  - (i) the Regulatory Capital LGD in respect of that Defaulted Reference Obligation; and
  - (ii) the Provision Percentage in respect of that Defaulted Reference Obligation.

**"Initial Protected Tranche Amount"** means EUR 197,100,000 being 7.5% (to two decimal places) of the Protected Reference Portfolio Amount.

**"Initial Reference Portfolio"** means the Reference Obligations identified in the Reference Register as of the Cut-Off Date.

**"Initial Reference Portfolio Amount"** means EUR 2,765,684,995.84, being the sum of the Reference Obligation Notional Amount of each Reference Obligation comprising the Initial Reference Portfolio).

**"Initial Senior Tranche Amount"** means EUR 2,404,000,746.05, being 91.5% (to two decimal places) of the Protected Reference Portfolio Amount.

**"Initial Threshold Amount"** means EUR 26,300,000, being 1% (to two decimal places) of the Protected Reference Portfolio Amount.

**"Interest Rate"** (*Tipo de Interés*) means:

- (a) in respect of the first Note Payment Date: 9.504%;
- (b) in respect of each Note Payment Date occurring prior to or on the Initial Termination Date: the sum of the EURIBOR rate and the Spread; and
- (c) in respect of each Note Payment Date other than the first Note Payment Date occurring after the Initial Termination Date: the EURIBOR,

*provided that:*

- (i) if the Initial Termination Date occurs on a date that is not a Note Payment Date, the Interest Rate for the first Note Payment Date falling after the Initial Termination Date shall be a percentage equal to the sum of: (i) the EURIBOR rate with a designated maturity of three months and (ii) the product of:

- (1) the Spread; and
  - (2) the number of days from (and including) the previous Note Payment Date to (and including) the Initial Termination Date *divided by* the number of days in the Note Interest Period ending on that Note Payment Date;
- (ii) if and for so long as the Swap Counterparty is the Deposit Bank, EURIBOR rate shall be floored at zero (0); and
  - (iii) if the amount of the Interest Rate calculated as per the above provisions is negative, then the Interest Rate shall be deemed to be zero (0).

**"Fixed Rate Day Count Fraction"** means the actual number of days in the Fixed Rate Payer Calculation Period in respect of which payment is being made divided by 360.

**"Issuer Liquidation Date"** means the date on which the Issuer is liquidated and the Notes are redeemed prior to their scheduled maturity, upon the occurrence of the Management Company's insolvency where it has not been duly replaced within a period of 4 months.

**"Issuer Operating Expenses"** means any fees, expenses, or costs (including value added tax and including amounts by way of indemnity) which are incurred and payable by the Issuer (together with any Taxes in respect of those fees, expenses or costs);

**"Issuer Taxes "** means, in respect of a Fixed Rate Payer Payment Date, an amount equal to the sum of any taxes, duties, charges, assessments or fees of any nature (including interest, penalties and additions thereto) which the Issuer must pay or retain for payment on the immediately following Cash Settlement Date

**"Maximum Loss Amount" "** means, in respect of a Reference Obligation on any date, an amount equal to:

- (a) the Defaulted Notional Amount in respect of that Reference Obligation; *minus*
- (b) the Initial Credit Protection Amount (if any) determined in respect of that Reference Obligation.

**"Note Business Day"** means any TARGET Settlement Day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) other than a Saturday or Sunday in Madrid.

**"Policies Amendment Notice"** means a notice of any changes to the Credit and Collection Policies and Servicing Principles of the Relevant Lenders which would affect the rights or obligations of the Issuer under the Confirmation or that are relevant in respect of the Reference Portfolio, to be delivered to the Issuer by the Swap Counterparty.

**"Portfolio Amortisation Amount"** means, in respect of each Amortisation Date, an amount equal to the sum of all Reductions/Removals which occurred during the Calculation Period falling immediately prior to such Amortisation Date *minus* an amount equal to the aggregate Substitute PRONA of all Substitutions which occurred on such Amortisation Date.

**"Potential Credit Event Notice"** means a written notice (such notice, a **"Potential Credit Event Notice"**) from the Swap Counterparty to the Issuer given on or prior to the Initial Termination Date that contains information that confirms in reasonable detail the occurrence or existence of a Potential Failure to Pay on or after the Effective Date and on or prior to the Initial Termination Date in respect of a Reference Obligation.

**"Potential Failure to Pay"** means the failure by a Reference Entity in respect of a Reference Obligation to make, when and where due, any payments with respect to such Reference Obligation, without regard to any Grace Period or any conditions precedent to the commencement of any Grace Period applicable to such Reference Obligation, in accordance with the terms of such Reference Obligation at the time of such failure.

**"Protected Reference Portfolio Amount"** means EUR 2,627,400,746.05, being 95% of the Initial Reference Portfolio Amount.

**"Protected Reference Portfolio Notional Amount"** means on any date, the lesser of:

- (a) the Protected Reference Portfolio Amount; and
- (b) the sum of the Protected Reference Obligation Notional Amounts for all Reference Obligations in the Reference Portfolio on such date.

**"Protected Tranche Amortisation Amount"** means, in respect of each Amortisation Date:

- (a) if a Subordination Event has not occurred prior to or on that Amortisation Date, an amount equal to the product of:
  - (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; and
  - (ii) an amount equal to the greater of zero and:
    - (A) the Protected Tranche Amount immediately prior to such Amortisation Date; *divided by*
    - (B) the sum of the Protected Tranche Amount and the Senior Tranche Amount, in each case immediately prior to such Amortisation Date; and
- (b) if a Subordination Event has occurred prior to or on that Amortisation Date, the greater of zero and an amount equal to:
  - (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; *minus*
  - (ii) the Senior Tranche Amount immediately prior to that Amortisation Date.

**"Protected Tranche Adjusted Amount"** means the greater of zero and an amount equal to:

- (a) the Initial Protected Tranche Amount; *minus*
- (b) the sum of the Cumulative Protected Tranche Adjusted Loss Amount and the Cumulative Protected Tranche Amortisation Amount on such date.

**"Protected Tranche Adjusted Loss Allocation"** means, in respect of each Calculation Date:

- (a) if the Current Period Adjusted Loss Adjustment is a positive amount, an amount equal to the lesser of:
  - (i) the greater of (A) zero and (B) the Current Period Adjusted Loss Adjustment *minus* the Threshold Adjusted Loss Allocation on that Calculation Date; and
  - (ii) the Protected Tranche Amount on that Calculation Date (prior to giving effect to any adjustment to the Protected Tranche Amount on that Calculation Date); and
- (b) if the Current Period Adjusted Loss Adjustment is a negative amount, an amount equal to the lesser of:
  - (i) the greater of (A) zero and (B) the absolute value of the Current Period Adjusted Loss Adjustment *minus* the absolute value of the Senior Tranche Adjusted Loss Allocation for that Calculation Date; and
  - (ii) the Cumulative Protected Tranche Adjusted Loss Amount immediately prior to that Calculation Date,  
  
expressed as a negative amount.

**"Protected Tranche Amount"** means on any date, the greater of zero and an amount equal to:

- (a) the Initial Protected Tranche Amount; *minus*
- (b) the sum of the Cumulative Protected Tranche Loss Amount and the Cumulative Protected Tranche Amortisation Amount on such date.

**"Protected Tranche Fixed Component Amount"** means, in respect of each Fixed Rate Payer Payment Date, an amount equal to the product of:

- (a) the Protected Tranche Amount on the first day of the Fixed Rate Payer Calculation Period ending on (but excluding) that Fixed Rate Payer Payment Date;
- (b) an amount equal to the greater of (x) zero, and (y) the Interest Rate in respect of that Fixed Rate Payer Payment Date; and
- (c) the Fixed Rate Day Count Fraction.

**"Protected Tranche Loss Allocation"** means in respect of each Calculation Date:

- (a) if the Current Period Loss Adjustment is a positive amount, an amount equal to the lesser of:
  - (i) the greater of (A) zero and (B) the Current Period Loss Adjustment *minus* the Threshold Loss Allocation on that Calculation Date; and
  - (ii) the Protected Tranche Amount on that Calculation Date (prior to giving effect to any adjustment to the Protected Tranche Amount on that Calculation Date); and
- (b) if the Current Period Loss Adjustment is a negative amount, an amount equal to the lesser of:
  - (i) the greater of (A) zero and (B) the absolute value of the Current Period Loss Adjustment minus the absolute value of the Senior Tranche Loss Allocation for that Calculation Date; and
  - (ii) the Cumulative Protected Tranche Loss Amount immediately prior to that Calculation Date,

expressed as a negative amount.

**"Provision Percentage"** means, in respect of a Defaulted Reference Obligation, the provisions held against that Defaulted Reference Obligation by the Relevant Lender at the time of the calculation of the Initial Credit Protection Amount or Worked Out Credit Protection Amount, as applicable, expressed as a percentage of the Relevant Lender's exposure to such Defaulted Reference Obligation.

**"Recoveries"** means, with respect to any Defaulted Reference Obligation, the greater of zero and the sum of each of the following amounts received or applied, and taken into account for the purpose of determining any loss recorded by the Relevant Lender in respect of such Defaulted Reference Obligation, by the Relevant Lender following the Event Determination Date in respect of amounts of principal owing in respect of such Defaulted Reference Obligation:

- (a) any amounts of principal paid or repaid in respect of such Reference Obligation or any replacement obligation which may be entered into following the Credit Event (or, in the case of a Reference Obligation that is subject to a guarantee, such Reference Obligation and guarantee) by or on behalf of the Reference Entity or any applicable guarantor;
- (b) any amounts in respect of which the Relevant Lender has successfully exercised against the Reference Entity or any applicable guarantor of such Defaulted Reference Obligation a right of set-off in respect of amounts due under such Defaulted Reference Obligation (or, in the case of a Reference Obligation that is subject to a guarantee, such Reference Obligation and guarantee) and/or any amounts in respect of which the Reference Entity of such Defaulted Reference Obligation has successfully exercised a right of set-off against any lender of such Defaulted

Reference Obligation in respect of amounts of principal due under such Defaulted Reference Obligation;

- (c) the sale or other proceeds from any sale of the Reference Obligation, whether due to enforcement or otherwise, or from the enforcement or recovery of the Reference Collateral (after deduction of all fees, taxes, foreclosure and other enforcement expenses (including legal costs) which are attributable to enforcement of a principal amount of the Defaulted Reference Obligation equal to the Protected Reference Obligation Notional Amount); and
- (d) (to the extent not included in (c) above) any payments in respect of principal received by the Relevant Lender of such Defaulted Reference Obligation in respect of any other security, including any related insurance policies, endowment policies or mortgage indemnity guarantees (if any).

**"Reference Collateral"** means, with respect to any Defaulted Reference Obligation, any pledge, mortgage, indemnity, guarantee or any other security interest granted directly or indirectly for the benefit of any lender(s) as security for the Reference Obligation provided that the Reference Collateral shall not include any of the aforementioned interests to the extent that it is held directly or indirectly for the benefit of a person other than the Relevant Lender.

**"Reference Obligation"** means each obligation designated as such and identified in the Reference Register which are mortgage and non-mortgage loans and/or credit lines to micro, small, medium or large enterprises (including self-employed persons), as adjusted from time to time in accordance with the Reduction/Removal provisions and the Substitution provisions, and as may be amended from time to time in accordance with the relevant provisions in the Credit Default Swap.

**"Reference Portfolio Notional Amount"** means, on any date, an amount equal to the sum of the Reference Obligation Notional Amount of each Reference Obligation comprising the Reference Portfolio on such date, provided, for the avoidance of doubt, that the Reference Obligation Notional Amount of each Non-Worked Out Reference Obligation is included in the Reference Portfolio Notional Amount.

**"Regulatory Capital LGD"** means, in respect of a Defaulted Reference Obligation, the loss given default (expressed as a percentage) used by the Swap Counterparty for the purpose of its regulatory capital calculations immediately prior to the Event Determination Date in respect of that Defaulted Reference Obligation (and not, for the avoidance of doubt, the expected loss best estimate calculated after the Event Determination Date in respect of that Defaulted Reference Obligation), *provided that* for the purpose of determining the Regulatory Capital LGD of a Defaulted Reference Obligation, the Swap Counterparty shall disregard any adjustments to the loss given default of such Defaulted Reference Obligation which occurred as a result of:

- (i) any obligation of that Reference Entity becoming a Related Defaulted Obligation; or
- (ii) the Relevant Lender having previously determined that an event of default is likely to occur in respect of that Defaulted Reference Obligation.

**"Related Defaulted Obligation"** means, in respect of any Defaulted Reference Obligation, an obligation in respect of which an event of default occurred prior to the Event Determination Date for the Defaulted Reference Obligation (and which has not been cured prior to the Event Determination Date) or an obligation in respect of which the Relevant Lender has determined that an event of default is likely to occur, and in each case which has:

- (i) the same Relevant Lender as the Defaulted Reference Obligation; and
- (ii) the same Reference Entity as the Defaulted Reference Obligation.

**"Relevant Date"** means:

- (i) with respect to any Reference Obligation comprised in the Reference Portfolio on the Effective Date, the Cut-Off Date; and



- (ii) with respect to any Reference Obligation that has been added to the Reference Portfolio after the Effective Date pursuant to a Substitution, the date falling five (5) Note Business Days prior to the relevant Substitution Date, as applicable.

**"Relevant Lender"** means, in respect of a Reference Obligation, the person that is the lender of record (meaning, for clarificatory purposes, the legal holder of the loan receivables arising from the relevant Reference Obligation) of such Reference Obligation, being one of:

- (i) the Swap Counterparty;
- (ii) any credit institution other than the Swap Counterparty or any regulated lending institution (*establecimiento financiero de crédito*) which is part of the Banco Santander S.A. consolidated accounting group; and
- (iii) a Securitisation Issuer which is part of the Banco Santander, S.A. consolidated accounting group.

**"Scheduled Redemption Date"** means the Scheduled Termination Date.

**"Securitisation"** in respect of a Reference Obligation the Relevant Lender of which is a Securitisation Issuer, the securitisation transaction entered into by that Securitisation Issuer

**"Securitisation Alignment Amount"** in respect of a Securitisation, on any date, an amount equal to the sum of the outstanding principal amount of each Reference Obligation in respect of which the Relevant Lender at that time is the relevant Securitisation Issuer.

**"Securitisation Issuer"** is a special purpose vehicle or other entity (with or without legal personality, including without limitation, a Spanish securitisation vehicle) which issues securities the performance and/or redemption of which is linked to the performance of a portfolio of obligations which includes such Reference Obligation.

**"Securitisation Retained Amount"** means, in respect of each Securitisation, on any date, an amount equal to:

- (a) the aggregate of the outstanding principal amount of the notes outstanding in respect of that Securitisation; *minus*
- (b) the sum of:
  - (iii) the sum of the outstanding principal amount of (1) one or more classes of notes any portion of which are sold to any party other than an entity which is part of the consolidated regulatory group of Banco Santander, S.A. unless all such notes are the subject of any repurchase transaction in respect of which either Banco Santander S.A. or other entity which is part of the consolidated regulatory group of Banco Santander, S.A. is under an obligation to repurchase such notes at a pre-determined price and (2) any tranches of notes ranking *pari passu* with or senior to the notes referred to in (1); and
  - (iv) without double-counting one or more classes of notes referred to in sub-paragraph (i), the aggregate of the outstanding principal amount of (1) any class of notes in respect of that Securitisation in respect of which Banco Santander, S.A. or other entity which is part of the consolidated regulatory group of Banco Santander, S.A. has purchased credit protection or entered into any other agreement to transfer the credit risk in respect of any portion of such notes and (2) any tranches of notes ranking *pari passu* with or senior to the notes referred to in (1) above.

**"Senior Tranche Adjusted Amount"** means, on any date, the greater of zero and an amount equal to:

- (a) the Initial Senior Tranche Amount; *minus*
- (b) the sum of the Cumulative Senior Tranche Adjusted Loss Amount and the Cumulative Senior Tranche Amortisation Amount on such date.

**"Senior Tranche Adjusted Loss Allocation"** means, in respect of each Calculation Date:

- (a) if the Current Period Adjusted Loss Adjustment is a positive amount, an amount equal to the lesser of:
  - (i) the greater of (A) zero and (B) the Current Period Adjusted Loss Adjustment *minus* the sum of the Threshold Adjusted Loss Allocation and the Protected Tranche Adjusted Loss Allocation on that Calculation Date; and
  - (ii) the Senior Tranche Amount on that Calculation Date (prior to giving effect to any adjustment to the Senior Tranche Amount on that Calculation Date); and
- (b) if the Current Period Adjusted Loss Adjustment is a negative amount, an amount equal to the lesser of:
  - (i) the absolute value of the Current Period Adjusted Loss Adjustment; and
  - (ii) the Cumulative Senior Tranche Adjusted Loss Amount immediately prior to that Calculation Date,expressed as a negative amount.

**"Senior Tranche Amortisation Amount"** means, in respect of each Amortisation Date:

- (a) if a Subordination Event has not occurred prior to or on that Amortisation Date, an amount equal to the product of:
  - (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; and
  - (ii) an amount equal to the greater of zero and:
    - (A) the Senior Tranche Adjusted Amount immediately prior to such Amortisation Date; *divided by*
    - (B) the sum of the Protected Tranche Adjusted Amount and the Senior Tranche Adjusted Amount, in each case immediately prior to such Amortisation Date; and
- (b) if a Subordination Event has occurred prior to or on that Amortisation Date, the lesser of:
  - (i) the Portfolio Amortisation Amount in respect of that Amortisation Date; and
  - (ii) the Senior Tranche Amount immediately prior to that Amortisation Date.

**"Senior Tranche Amount"** means, on any date, the greater of zero and an amount equal to:

- (a) the Initial Senior Tranche Amount; *minus*
- (b) the sum of the Cumulative Senior Tranche Loss Amount and the Cumulative Senior Tranche Amortisation Amount on such date.

**"Senior Tranche Loss Allocation"** means, in respect of each Calculation Date:

- (a) if the Current Period Loss Adjustment is a positive amount, an amount equal to the lesser of:
  - (i) the greater of (A) zero and (B) the Current Period Loss Adjustment *minus* the sum of the Threshold Loss Allocation and the Protected Tranche Loss Allocation on that Calculation Date; and
  - (ii) the Senior Tranche Amount on that Calculation Date (prior to giving effect to any adjustment to the Senior Tranche Amount on that Calculation Date); and

- (b) if the Current Period Loss Adjustment is a negative amount, an amount equal to the lesser of:
  - (i) the absolute value of the Current Period Loss Adjustment; and
  - (ii) the Cumulative Senior Tranche Loss Amount immediately prior to that Calculation Date, expressed as a negative amount.

**"Subordinated Loan Amounts"** means, in respect of a Fixed Rate Payer Payment Date, an amount equal to the sum of the principal and interest payable by the Issuer on the immediately following Cash Settlement Date under the Subordinated Loan.

**"Subordination Event"** means the occurrence of one of the following events:

- (a) the Cumulative Credit Losses are greater than 2.00% of an amount equal to the Protected Reference Portfolio Amount;
- (b) the Detachment Point of the tranche of the Reference Portfolio represented by the Protected Tranche Amount is less than 50 per cent of the Detachment Point of the tranche of the Reference Portfolio represented by the Protected Tranche Amount on the Effective Date;
- (c) the ratio between (i) the aggregate Reference Obligation Notional Amount of all Reference Obligations which are Higher Risk Reference Obligations, and (ii) the Reference Portfolio Notional Amount, expressed as a percentage, is 35 percentage points higher than the corresponding ratio on the Effective Date; or
- (d) the Cumulative Unmatured Losses are greater than or equal to the sum of the Protected Tranche Amount and the Threshold Amount.

For the avoidance of doubt, if a Subordination Event has occurred, the Protected Tranche Amortisation Amount and the Senior Tranche Amortisation Amount will from that time on be calculated on the basis that a Subordination Event has occurred regardless of whether the circumstances which caused that Subordination Event to occur are still subsisting.

**"Substitution "** means an addition or increase of Reference Obligations (including Reference Obligations with respect to new Reference Entities) to the Reference Portfolio as a result of a False Addition and each such Reference Obligation, a **"Substitute Obligation"** and the Reference Obligation Notional Amount being added to the Reference Portfolio as applicable, the **"Substitute RONA"** and the Protected Reference Obligation Notional Amount being added to the Reference Portfolio, the **"Substitute PRONA"**).

**"Substitution Date"** means each day on which any Substitution is effected by the Swap Counterparty.

**"Swap Calculation Agent"** means Banco Santander, S.A.

**"TARGET Settlement Day"** means any day on which T2 is open the settlement of payments in Euro.

**"Termination Date"** means the earliest to occur of:

- (a) the Final Exhaustion Date; and
- (b) the Initial Termination Date, provided that, if on the Initial Termination Date there are one or more Reference Obligations in respect of which an Event Determination Date has occurred or in respect of which a Potential Credit Event Notice has been delivered but, in either case, in respect of which the Conditions to Settlement either have been, or remain capable of being, satisfied and which, have not yet become Worked Out Reference Obligations in respect of which the Verification Date has occurred, the Termination Date shall occur on the earliest to occur of:
  - (i) the Final Exhaustion Date;
  - (ii) the Final Termination Date;

- (iii) the Cash Settlement Date which occurs on or follows the first date on which all such Reference Obligations have become either (i) Worked Out Reference Obligations in respect of which the Verification Date has occurred or (ii) Reference Obligations in respect of which it is no longer possible for the Conditions to Settlement to be satisfied; and
- (iv) the Actual Early Redemption Date.

**"Threshold Adjusted Loss Allocation"** means, in respect of each Calculation Date:

- (a) if the Current Period Adjusted Loss Adjustment is a positive amount, an amount equal to the lesser of:
  - (i) the greater of (A) zero and (B) the Current Period Adjusted Loss Adjustment *minus* the Threshold Adjusted Loss Allocation on that Calculation Date; and
  - (ii) the Protected Tranche Amount on that Calculation Date (prior to giving effect to any adjustment to the Protected Tranche Amount on that Calculation Date); and
- (b) if the Current Period Adjusted Loss Adjustment is a negative amount, an amount equal to the lesser of:
  - (i) the greater of (A) zero and (B) the absolute value of the Current Period Adjusted Loss Adjustment *minus* the absolute value of the Senior Tranche Adjusted Loss Allocation for that Calculation Date; and
  - (ii) the Cumulative Protected Tranche Adjusted Loss Amount immediately prior to that Calculation Date,

expressed as a negative amount.

**"Threshold Amount"** means on any date, the greater of zero and an amount equal to the Initial Threshold Amount *minus* the Cumulative Threshold Loss Amount on such date.

**"Threshold Loss Allocation"** means, in respect of each Calculation Date:

- (a) if the Current Period Loss Adjustment is a positive amount, an amount equal to the lesser of:
  - (i) the Current Period Loss Adjustment; and
  - (ii) the Threshold Amount on that Calculation Date (prior to giving effect to any adjustment to the Threshold Amount on that Calculation Date); and
- (b) if the Current Period Loss Adjustment is a negative amount, an amount equal to the lesser of:
  - (i) the greater of (A) zero and (B) the absolute value of the Current Period Loss Adjustment *minus* the sum of the absolute value of each of the Senior Tranche Loss Allocation and the Protected Tranche Loss Allocation for that Calculation Date; and
  - (ii) the Cumulative Threshold Loss Amount immediately prior to that Calculation Date,

expressed as a negative amount.

**"Total Recoveries"** means, respect of a Worked Out Reference Obligation which is not a Final Estimated Recoveries Obligation, the aggregate of all Recoveries in respect of such Worked Out Reference Obligation.

**"Verification Date"** means, in respect of a Worked Out Reference Obligation:

- (i) if that Worked Out Reference Obligation is a Final Verifiable Reference Obligation, the date on which the Verification Notice in respect of that Worked Out Reference Obligation is delivered to the Issuer; and

- (ii) if that Worked Out Reference Obligation is not a Final Verifiable Reference Obligation, the date on which the Verification Date has occurred with respect to all Final Verifiable Reference Obligations that are selected by the Independent Accountants from the Final Batch to which that Worked Out Reference Obligation belongs at such time pursuant to the Selection of Final Verifiable Reference Obligations provision of the Credit Default Swap.

**"Work-Out Completion Date"** means, in respect of a Defaulted Reference Obligation, the earliest to occur of:

- (a) the date on which the Swap Counterparty has determined (acting in accordance with the standards of a reasonable and prudent lender) that all Recoveries anticipated in respect of such Defaulted Reference Obligation have been received by the Relevant Lender;
- (b) in respect of a Defaulted Reference Obligation in respect of which:
  - (i) a Failure to Pay Credit Event had occurred, the date on which the Swap Counterparty determines that all overdue principal amounts in respect of:
    - (A) in the case of a Defaulted Reference Obligation classified as "Retail" in the Relevant Lender's systems, such Reference Obligation; and
    - (B) in the case of a Defaulted Reference Obligation classified as "Non-Retail" in the Relevant Lender's systems, any obligation owed to the Relevant Lender by the applicable Reference Entity,have been paid in full (together with any interest on such amounts); or
  - (ii) a Restructuring has occurred and the Swap Counterparty has since classified such Reference Obligation as a Stage 1 exposure pursuant to Bank of Spain Circular 4/2017, of 27 November 2017,  
  
(in which case each such Reference Obligation shall be a **"Cured Reference Obligation"**);
- (c) except where the Credit Event specified in the Credit Event Notice for that Defaulted Reference Obligation was a Failure to Pay and a Restructuring Credit Event also occurred following the Event Determination Date in respect of that Defaulted Reference Obligation, the date falling 72 months following the Event Determination Date;
- (d) the Servicer Default / Adverse Policies Amendment Notice Date; and
- (e) the date falling 45 Business Days prior to the Final Termination Date (the **"Long-Stop Date"**).

**"Worked Out Credit Protection Amount"** means:

- (i) in respect of a Worked Out Reference Obligation which is not either a Cured Reference Obligation or a Final Estimated Recoveries Obligation, an amount equal to:
  - (a) the Defaulted Notional Amount in respect of such Worked Out Reference Obligation;  
*minus*
  - (b) the Total Recoveries in respect of such Worked Out Reference Obligation,**provided that** if the Work-Out Completion Date in respect of such Worked Out Reference Obligation is the Servicer Default / Adverse Policies Amendment Notice Date, the Worked Out Credit Protection Amount in respect of such Worked Out Reference Obligation shall be zero;
- (ii) In respect of a Worked Out Reference Obligation which is not a Cured Reference Obligation but is a Final Estimated Recoveries Obligation, an amount equal to the product of:
  - (a) the Defaulted Notional Amount in respect of such Worked Out Reference Obligation; and

- (b) the Provision Percentage in respect of such Worked Out Reference Obligation; and
- (ii) In respect of a Worked Out Reference Obligation which is a Cured Reference Obligation, zero.

## INDEX OF DEFINED TERMS

*There follows an index of the defined terms used in this Information Memorandum, together with details of the page(s) on which such term(s) is or are defined.*

€ ii	
2003 Definitions .....	48
Additional Condition to Settlement .....	57
Affiliate .....	110
Aggregate Seller Payment .....	56
Agreed Upon Procedures .....	110
Amortisation Date .....	110
Available Funds .....	81
Available Liquidation Funds .....	81
Available Redemption Funds .....	81
Bankruptcy .....	54
Basel III .....	21
Basic Terms Modification .....	81
BRRD .....	6, 20
Calculation Agent .....	4, 81
Calculation Date .....	56, 82, 110
Calculation Period .....	110
Cash Settlement Date .....	56
CEA .....	103
CFTC .....	103
CIT Regulations .....	99
Clean-up Event .....	82
Closing Date .....	82
CNMV .....	4, 82
Code .....	103
Conditions .....	2
Conditions to Settlement .....	57, 82
Conditions to Settlement Satisfaction Date ..	110
Conditions to Substitution .....	110
control .....	110
CRD .....	21
CRD IV .....	21
Credit Default Swap .....	48, 82
Credit Event .....	53
Credit Event Notice .....	58
Credit Line .....	111
Credit Protection Adjustment Amount .....	59
Cumulative Credit Losses .....	111
Cumulative Protected Tranche Adjusted Loss Amount .....	111
Cumulative Protected Tranche Amortisation Amount .....	111
Cumulative Protected Tranche Loss Amount	111
Cumulative Senior Tranche Adjusted Loss Amount .....	111
Cumulative Senior Tranche Amortisation Amount .....	111
Cumulative Senior Tranche Loss Amount ...	111
Cumulative Threshold Adjusted Loss Amount .....	111
Cumulative Threshold Loss Amount .....	111
Cumulative Unmatured Losses .....	111
Cured Reference Obligation .....	59, 124
Current Period Adjusted Loss Adjustment ...	112
Current Period Loss Adjustment .....	112
Cut-Off Date .....	112
Deed of Incorporation .....	4, 82, 112
Default Guidelines .....	112
Default Guidelines Implementation Date .....	112
Defaulted Notional Amount .....	113
Defaulted Reference Obligation .....	113
Deposit Bank .....	4, 82
Deposit Bank Agreement .....	82
Detachment Point .....	113
Determined Reference Obligation .....	58
Distress Condition .....	113
Distributor .....	113
Early Redemption Date .....	82
Early Redemption Event .....	83, 91
Early Redemption Notice .....	83, 92
Early Termination Date .....	62, 83
EBA .....	113
EEA .....	21
Effective Date .....	48
Eligibility Criteria .....	49
ERISA .....	103
EUR .....	ii
EURIBOR .....	113
Euro .....	ii
Event Determination Date .....	114
Extension Period .....	83
Extension Period Payment Date .....	83, 92
Extension Period Redemption Amount .....	92
Extension Period Redemption Amount .....	83
Failure to Pay .....	54
False Addition .....	49, 114
Final Batch .....	60
Final Estimated Recoveries Obligation .....	114
Final Exhaustion Date .....	114
Final Redemption Date .....	84
Final Termination Date .....	61
Final Verifiable Reference Obligation .....	59
Final Verification Date .....	84
Financial Statements .....	84
First Optional Termination Date .....	114
Fixed Amount .....	53
Fixed Rate Day Count Fraction .....	115
Fixed Rate Payer Calculation Period .....	114
Fixed Rate Payer Payment Date .....	53
foreign financial institution .....	25
foreign passthru payments .....	25
FSMA .....	101
General Tax Regulations .....	99
Higher Risk Reference Obligation .....	114
Iberclear .....	1, 84
Iberclear Members .....	84, 90

IGAs .....	25	Principal Balance .....	87
Incorporation Date.....	81	Priority of Payments .....	87
Independent Accountants .....	4, 84	Proceeds .....	76
Initial Batch .....	58	Protected Reference Obligation Notional Amount .....	48, 87
Initial Credit Protection Amount .....	58, 84, 114	Protected Reference Portfolio Amount .....	116
Initial Note Extension Amount.....	84, 92	Protected Reference Portfolio Notional Amount .....	116
Initial Principal Balance .....	84	Protected Tranche Adjusted Amount.....	116
Initial Protected Tranche Amount .....	114	Protected Tranche Adjusted Loss Allocation	116
Initial Reference Portfolio .....	114	Protected Tranche Amortisation Amount	87, 116
Initial Reference Portfolio Amount .....	114	Protected Tranche Amount .....	117
Initial Senior Tranche Amount.....	114	Protected Tranche Fixed Component Amount .....	117
Initial Termination Date .....	61, 84	Protected Tranche Loss Allocation .....	117
Initial Threshold Amount .....	114	Protection Payment Amount .....	81
Initial Verifiable Reference Obligation .....	57	Provision Percentage.....	118
Interest Amount.....	84	Recoveries.....	118
Interest Rate.....	84, 115	Reduction/Removal.....	50
Investment Company Act.....	2	Reference Collateral.....	118
Investors Report .....	85	Reference Entities .....	48
ISDA.....	48	Reference Obligation .....	87, 118
Issuer .....	4, 85	Reference Obligation Notional Amount .....	48
Issuer Accounts .....	85	Reference Obligations.....	48
Issuer Liquidation Date .....	85, 115	Reference Portfolio .....	48
Issuer Operating Expenses .....	115	Reference Portfolio Notional Amount .....	118
Issuer Taxes.....	115	Reference Portfolio Report .....	63, 88
Late Recovery Amount.....	60	Reference Register .....	48
Law 10/2014.....	99	Regulation .....	2
Law 27/2014.....	99	Regulatory Capital LGD .....	118
Law 5/2015.....	46	Regulatory Event .....	88
Lead Managers .....	85	Related Defaulted Obligation.....	119
Legal Redemption Date.....	85	Relevant Date.....	119
Liquidation Priority of Payments .....	85	Relevant Lender .....	119
Liquidity Coverage Ratio .....	21	<b>Restructuring</b> .....	55
Long-Stop Date .....	124	Santander Information .....	i
Management Agreement .....	74	Scheduled Redemption Date .....	119
Management Company.....	86	Scheduled Termination Date.....	88
MARF.....	86	SEC .....	1
Maximum Loss Amount.....	115	Secured Creditors.....	82
Net Stable Funding Ratio .....	21	Securities Act.....	2
Non-U.S. Person.....	103	Securitisation .....	119
Non-Worked Out Obligation.....	86	Securitisation Alignment Amount.....	119
Note Business Day .....	86, 115	Securitisation Issuer .....	119
Note Interest Period.....	86	Securitisation Retained Amount .....	119
Note Payment Date.....	86	Seller Payment .....	60
Note Principal Payment.....	86, 94	Senior Tranche Adjusted Amount.....	120
Noteholder.....	86, 90	Senior Tranche Adjusted Loss Allocation ....	120
Notice Delivery Period.....	57	Senior Tranche Amortisation Amount.....	120
Operating Expenses.....	85	Senior Tranche Amount .....	121
Optional Termination Date.....	61, 86	Senior Tranche Loss Allocation.....	121
Ordinary Priority of Payments.....	86	Servicing Standards .....	52
Partial Redemption Date.....	87, 92	Similar Law.....	103
Paying Agency Agreement.....	87	Spanish Central Registry.....	1, 88, 89
Paying Agent .....	87	Spanish Insolvency Law .....	5
Paying Agent Fee .....	74	Spread .....	88
Policies Amendment Notice .....	115	Subordinated Lender .....	88
Portfolio Amortisation Amount.....	87, 116	Subordinated Loan .....	74
Portfolio Guidelines .....	49	Subordinated Loan Agreement .....	88
Potential Credit Event Notice .....	116	Subordinated Loan Amounts .....	121
Potential Failure to Pay .....	116		
Prescription Relevant Date .....	87		
principal amount.....	89		



Subordination Event .....	121	Threshold Amount .....	89, 123
Subscription Agreement .....	101	Threshold Loss Allocation .....	123
Subsequent Note Extension Amount .....	88	Total Recoveries .....	123
Substitution.....	122	Trade Date.....	81
Substitution Date .....	122	Transaction Documents .....	89
Swap Calculation Agent .....	122	Transaction Parties.....	i, 89
Swap Counterparty .....	48, 88	Transaction Party .....	89
Swap Event of Default.....	63	U.S. Person .....	103
Swap Tax Event.....	63	Verification Date.....	123
TARGET Settlement Day.....	88, 122	Verified Reference Obligation .....	59
Tax.....	88	Verified Reference Obligations .....	89
Tax Authority .....	88	Work Out Completion Date .....	59
Taxes .....	88	Worked Out Credit Protection Amount .....	124
Termination Date.....	89, 122	Worked Out Reference Obligation.....	59
Threshold Adjusted Loss Allocation .....	122		

**ISSUER**

**FONDO DE TITULIZACIÓN MAGDALENA 11**

Juan Ignacio Luca de Tena, 9-11,  
28027 Madrid  
Spain

**SWAP COUNTERPARTY**

**Banco Santander, S.A.**

Ciudad Grupo Santander  
Avenida de Cantabria s/n  
28660 Boadilla del Monte,  
Madrid  
Spain

**PAYING AGENT**

**Banco Santander, S.A.**

Juan Ignacio Luca de Tena 9  
28027 Madrid  
Spain

**ISSUER'S AUDITORS**

**PricewaterhouseCoopers  
Auditores, S.L.**

Madrid, Torre PWC, Paseo de la  
Castellana 259 B  
Spain

**LEGAL ADVISERS**

*As to Spanish law*  
**Clifford Chance, S.L.P.**

Paseo de la Castellana 110  
28046 Madrid  
Spain

*As to Irish law*  
**Walkers Ireland LLP**

The Exchange  
George's Dock, IFSC  
Dublin 1, Ireland  
D01 W3P9

**ARRANGER AND LEAD MANAGER**

**BANCO SANTANDER, S.A.**

Ciudad Grupo Santander  
Avenida de Cantabria s/n  
28660 Boadilla del Monte, Madrid  
Spain

**REGISTERED ADVISOR**

**SANTANDER DE TITULIZACIÓN, SOCIEDAD GESTORA DE FONDOS DE  
TITULIZACIÓN, S.A.**

Juan Ignacio Luca de Tena, 9-11,  
28027 Madrid  
Spain