# SECURITISATION INFORMATION

STSS4 - Securitisation unique identifier	959800WRDNTXKQPU1358N202301
STSS6 - Securitisation repository	European DataWarehouse GmbH
Securitisation type	Public
STSS7 - Securitisation name	AUTONORIA SPAIN 2023, FONDO DE TITULIZACION
STSS9 - Securitisation classification	non-ABCP securitisation
STSS10 - Underlying exposures classification	auto loans/leases
STSS4 - Multiple STS notifications flag	No
STSS4 - Multiple STS notifications reason	-
STSS4 - Multiple STS notifications comment	-

# LIST OF INSTRUMENTS

STSS1 - Instrument ISIN	ES0305733000	ES0305733018	ES0305733026	ES0305733034	ES0305733042	ES0305733059	ES0305733067
STSS1 - INSTRUMENT CODE TYPE	-	-	-	-	-	-	-
STSS1 - INSTRUMENT CODE	-	-	-	-	-	-	-
ISIN SHORT NAME	ANORI 2023-SP A	-	-	-	-	-	-

# **DESIGNATED ENTITY**

STSS0 - Designated entity LEI	95980020140005879929
Designated entity name	BANCO CETELEM, S.A.

# **ORIGINATOR**

STSS2 - Originator LEI	95980020140005879929
Originator name	BANCO CETELEM, S.A.
STSS8 - Originator country	SPAIN

# **ORIGINAL LENDER**

STSS2 - Original Lender LEI	95980020140005879929
Original Lender name	BANCO CETELEM, S.A.
STSS8 - Original Lender country	SPAIN

### SSPE

STSS8 - SSPE Country	SPAIN
----------------------	-------

# **SPONSOR**

STSS2 - Sponsor LEI	-
Sponsor name	-

0.7000	
STSS8 - Sponsor country	-

### **PROSPECTUS**

STSS5 - Prospectus country	SPAIN
STSS5 - Prospectus identifier	2023147749 / Register no. 11,293
STSS11 - Issue date	2023-09-19
STSS5 - Exemption on Prospectus	-

# **CREDIT INSTITUTION**

STSS17 - Originator (or original lender) is not a Credit institution	No
STSS18 - Credit granting criteria compliance	N/A
STSS18 - Credit granting criteria compliance comment	-
STSS19 - Credit granting criteria supervision	N/A
STSS19 - Credit granting criteria supervision comment	

### STS NOTIFICATION INFORMATION

STSS3 - STS notification identifier	959800WRDNTXKQPU1358N20230101
Update description	-
STSS12 - Last notification date	2023-09-26
Initial notification date	2023-09-26
Notification reporting entity	ESB01
Notification Reporting Entity STS compliance status	Compliant
Cancelled status	Not cancelled
Sanction status	Not sanctioned
Previously authorised Notification Reporting Entity	-

### **AUTHORISED THIRD PARTY**

STSS13 - Authorised Third party	Yes
STSS13 - Authorised Third party statement	Prime Collateralised Securities (PCS) EU SAS
STSS14 - Authorised Third party name	Prime Collateralised Securities (PCS) EU SAS. France.
Authorised Third party country	FRANCE
STSS15 - Authorised Third party competent authority	FR-France - Autorité des Marchés Financiers (AMF)

# CA STS NON-COMPLIANCE

STSS16 - CA STS non-compliance status	Compliant
User profile	-
STSS16 - Reason	-
Comment	-
STSS16 - Significant Event Information hyperlink	-

STSS20 - True sale or assignment transfer	Confirmed
STSS20 - True sale or assignment transfer comment	The Legal Opinion issued by Cuatrecasas confirms that "(i) the assignment of the Initial Receivables to the Fund on the Date of Incorporation and (ii) the assignment of the Additional Receivables to the Fund during the Revolving Period has been or will be carried out (in the latter case according to the provisions of the Master Receivables Sale and Purchase Agreement) legally, validly, unconditionally for the remaining term until maturity and enforceable vis-à-vis third parties with full recourse to the Borrowers and, where applicable, guarantors, by means of a true sale or assignment or transfer with the same legal effect of being enforceable against the Seller or any other third party".
STSS21 - Subject to severe clawback	No
STSS21 - Subject to severe clawback comment	
STSS22 - Clawback provisions exemption	Confirmed
STSS22 - Clawback provisions exemption comment	The assignment of the Receivables to the FT is not subject to any severe clawback provision. In the event of bankruptcy of the Seller, (i) the FT will enjoy a right of separation (arts 239 and 240 Bankruptcy Law), save for moneys in possession of the Seller, and (ii) the assignment of the Receivables may be subject to recovery only in case that fraudulent intention is evidenced in the assignment.
STSS23 - The seller is not the original lender flag	No
STSS23 - Transfer where the seller is not the original lender	N/A
STSS23 - Transfer where the seller is not the original lender comment	
STSS24 - Transfer at a later stage	N/A
STSS24 - Transfer at a later stage comment	-
STSS24 - ALternative mechanism	N/A
STSS24 - Alternative mechanism comment	
STSS25 - Representations and warranties	Confirmed
STSS25 - Representations and warranties comment	Section 2.2.8.2 (4) of the Additional Information of the Prospectus. The Seller represents that "BANCO CETELEM is, without limitation, the owner of the Loans, which are free of any liens and encumbrances, and to the best of its knowledge there is no clause that could adversely affect the enforceability of their assignment to the Issuer".
STSS26 - Underlying exposures eligibility criteria	Confirmed
STSS26 - Underlying exposures eligibility criteria comment	Section 2.2.2.3 of the Additional Information of the Prospectus states that "in order to be assigned to and transferred to the Issuer, all Receivables (both the Initial Receivables and the Additional Receivables) must meet both the Individual Eligibility Criteria, the Incremental Portfolio Criteria and the Aggregate Securitised Portfolio Criteria on the respective Purchase Date (for clarification purposes either it being the Initial Purchase Date or any Subsequent Purchase Date).  As per the Initial Receivables, the verification of the Initial Receivables' compliance with the Eligibility Criteria will be performed on the Initial Purchase Date. As per the Additional Receivables, this process is developed in section 2.2.2.2 of the Additional Information."  See description of the "Incremental Portfolio Criteria" and "Aggregate Securitised Portfolio Criteria" in Section 2.2.2.3 of the Additional Information of the Prospectus.  The Individual Eligibility Criteria: "Each Receivable shall individually satisfy on their respective Purchase Date with all the representations and warranties established in section 2.2.8.2 and 2.2.8.3 below (Representations of the Seller in relation to the Loan Agreements and Representations of the Seller in relation to the Loan Agreements (items (1) to (16) in section 2.2.8.2 of the Additional Information of the Prospectus).  Receivables non-conforming with either the Individual Eligibility Criteria, the Incremental Portfolio Criteria or the Aggregate Securitised Portfolio Criteria are subject to a process of replacement described in section 2.2.9 of the Additional Information of the Prospectus.
STSS26 - Underlying exposures selection processes	Confirmed

STSS26 - Underlying exposures selection processes comment	Section 2.2.2.3 of the Additional Information of the Prospectus states that "in order to be assigned to and transferred to the Issuer, all Receivables (both the Initial Receivables and the Additional Receivables) must meet both the Individual Eligibility Criteria, the Incremental Portfolio Criteria and the Aggregate Securitised Portfolio Criteria on the respective Purchase Date (for clarification purposes either it being the Initial Purchase Date or any Subsequent Purchase Date). As per the Initial Receivables, the verification of the Initial Receivables' compliance with the Eligibility Criteria will be performed on the Initial Purchase Date. As per the Additional Receivables, this process is developed in section 2.2.2.2 of the Additional Information." See description of the "Incremental Portfolio Criteria" and "Aggregate Securitised Portfolio Criteria" in Section 2.2.2.3 of the Additional Information of the Prospectus. The Individual Eligibility Criteria: "Each Receivable shall individually satisfy on their respective Purchase Date with all the representations and warranties established in section 2.2.8.2 and 2.2.8.3 below (Representations of the Seller in relation to the Loan Agreements and Representations of the Seller in relation to the Loan Agreements (items (1) to (16) in section 2.2.8.2 of the Additional Information of the Prospectus) and Representations of the Seller in relation to the Loan Agreements (items (1) to (16) in section 2.2.8.3 of the Additional Information of the Prospectus). Receivables non-conforming with either the Individual Eligibility Criteria, the Incremental Portfolio Criteria or the Aggregate Securitised Portfolio Criteria are subject to a process of replacement described in section 2.2.9 of the Additional Information of the Prospectus.
STSS27 - Homogeneity of assets	Confirmed
STSS27 - Homogeneity of assets comment	The underlying exposures fall into the following asset category according to article 1 (a) (v) of the Commission Delegated Regulation (EU) 2019/1851 of 28 May 2019, supplementing Regulation (EU) 2017/2402 on the homogenity of the underlying exposures (auto loans and leases).  Additionally, into the Section 2.2.8.2 (15) of the Additional Information of the Prospectus, the Seller represents that the homogenity criteria are met: "Regarding the homogeneity factor to be met: (i) all Borrowers are individuals with residence in the same jurisdiction (Spain) only; (ii) Loans have been underwritten according with standards that apply similar approaches for assessing associated credit risk; and (iii) are serviced in accordance with similar procedures for monitoring, collecting and administering."
STSS28 - No re-securitisation	Confirmed
STSS28 - No re-securitisation comment	Into the Section 2.2.8.2 (13) of the Additional Information of the Prospectus, the Seller represents: "No Loan includes transferable securities as defined in point (44) of Article (4 (1) of MiFID II, any securitisation position within the meaning of the EU Securitisation Regulation or any derivative". It is specified in Section 2.2.13 and 2.2.14 of the Additional Information of the Prospectus states that the Receivables do not include transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU nor any securitisation position, whether traded or not. Additionally, the Seller represents that the each Loan Agreement consists of a Loan granted by Banco Cetelem to individuals which, at the corresponding origination date, were shown to be resident in Spain, for the purpose of financing the purchase of New Vehicles, Used Vehicles or Recreational Vehicles, and if applicable, any related insurance premia (section 2.2.8.2 (7) of the Additional Information of the Prospectus).
STSS29 - Soundness of the underwriting standards (ordinary course of business)	Confirmed
STSS29 - Soundness of the underwriting standards (ordinary course of business) comment	Into the section 2.2.8.2 (1) of the Additional Information of the Prospectus, the Seller represents: "Each Loan Agreement has been executed between the Seller and an Elegible Borrower within the framework of an offer of credit pursuant to the applicable provisions of Royal Legislative Decree 1/2007, of November 16, approving the consolidated text of the General Law fro the Defence of Consumers and Users, Law 16/2011 and other complementary laws and all other applicable legal and regulatory provisions, for personal, family or household consumption purposes."  Into the section 2.2.8.2 (2) of the Additional Information of the Prospectus, the Seller represents "Each Loan Agreement has been originated in the ordinary course of the Seller's business, pursuant to underwriting standards in respect of the acceptance of auto loans contained in section 2.2.7 of the Additional Information, that are no less stringent than those that the Seller applied at the time of origination to similar receivables that are not securitised." Into the section 2.2.8.2 (14) of the Additional Information of the Prospectus, the Seller represents "As from the time of their granting, the Loans have been and are being administered by BANCO CETELEM in accordance with the usual procedures that it has established."  Into the section 2.2.8.3 (20) of the Additional Information of the Prospectus, the Seller represents that "As of the date of the origination of each Receivable, the assessment of the Borrower's creditworthiness of the Loans meets the requirements as set out in article 8 of Directive 2008/48/EC."
STSS29 - Soundness of the underwriting standards (disclosure)	Confirmed

STSS29 - Soundness of the underwriting standards (disclosure) comment	Into the section 2.2.8.2 (1) of the Additional Information of the Prospectus, the Seller represents: "Each Loan Agreement has been executed between the Seller and an Elegible Borrower within the framework of an offer of credit pursuant to the applicable provisions of Royal Legislative Decree 1/2007, of November 16, approving the consolidated text of the General Law fro the Defence of Consumers and Users, Law 16/2011 and other complementary laws and all other applicable legal and regulatory provisions, for personal, family or household consumption purposes."  Into the section 2.2.8.2 (2) of the Additional Information of the Prospectus, the Seller represents "Each Loan Agreement has been originated in the ordinary course of the Seller's business, pursuant to underwriting standards in respect of the acceptance of auto loans contained in section 2.2.7 of the Additional Information, that are no less stringent than those that the Seller applied at the time of origination to similar receivables that are not securitised." Into the section 2.2.8.2 (14) of the Additional Information of the Prospectus, the Seller represents "As from the time of their granting, the Loans have been and are being administered by BANCO CETELEM in accordance with the usual procedures that it has established."  Into the section 2.2.8.3 (20) of the Additional Information of the Prospectus, the Seller represents that "As of the date of the origination of each Receivable, the assessment of the Borrower's creditworthiness of the Loans meets the requirements as set out in article 8 of Directive 2008/48/EC."
STSS29 - Residential Loan requirement	N/A
STSS29 - Residential Loan requirement comment	-
STSS29 - Borrower's creditworthiness assessment	Confirmed
	Into the section 2.2.8.2 (1) of the Additional Information of the Prospectus, the Seller represents: "Each Loan Agreement has been executed between the Seller and an Elegible Borrower within the framework of an offer of credit pursuant to the applicable provisions of Royal Legislative Decree 1/2007, of November 16, approving the consolidated text of the General Law fro the Defence of Consumers and Users, Law 16/2011 and other complementary laws and all other applicable legal and regulatory provisions, for personal, family or hosehold consumption purposes."  Into the section 2.2.8.2 (2) of the Additional Information of the Prospectus, the Seller represents "Each Loan Agreement has been originated in the ordinary course of the Seller's business, pursuant to underwriting standards in respect of the acceptance of auto loans contained in section 2.2.7 of the Additional Information, that are no less stringent than those that the Seller applied at the time of origination to similar receivables that are not securitised." Into the section 2.2.8.2 (14) of the Additional Information of the Prospectus, the Seller represents "As from the time of their granting, the Loans have been and are being administered by BANCO CETELEM in accordance with the usual procedures that it has established."  Into the section 2.2.8.3 (20) of the Additional Information of the Prospectus, the Seller represents that "As of the date of the origination of each Receivable, the assessment of the Borrower's creditworthiness of the Loans meets the requirements as set out in article 8 of Directive 2008/48/EC."
STSS30 - Originator/Lender Expertise	Confirmed
STSS30 - Originator/Lender Expertise comment	The business of BANCO CETELEM as Seller has included the origination of exposures of a similar nature as the Purchased Receivables for at least five (5) years prior to the Issuer Incorporation Date (section 3.5 of the Additional Information of the Prospectus). BANCO CETELEM is a bank incorporated in Spain and entered in the Bank of Spain's Special Register of Banks and Bankers under number 3, its code number being 0225. Additionally, the Seller has well documented and adequate policies, procedures and risk-management controls relating to the origination of consumer finance loans, such as the Receivables. The members of its management body and the senior staff of the Seller have adequate knowledge and skills in originating and underwriting consumer finance loans, similar to the consumer finance loans included in the portfolio, gained through years of practice and continuing education.  The members of the management body and the Seller's senior staff have been appropriately involved within the governance structure of the functions of originating and underwriting of the portfolio. Please see also (i) Prospectus sections 2.2.7 (The method of origination or creation of assets, and for loans and credit agreements, the principal lending criteria and an indication of any loans which do not meet these criteria and any rights or obligations to make further advances) of Additional Information; and (ii) Prospectus section 3.5 (Name, address and significant business activities of the Sellerof the securitised assets) of Additional Information.
STSS31 - Defaulted or restructured exposures	Confirmed

STSS31 - Defaulted or restructured exposures comment	The Seller represents in the Adittional information of the Prospectus the following: Section 2.2.8.2 (8): "No Loan is derived from debt refinancings or restructuring (at the moment of assignment to the Issuer)."  Section 2.2.8.2 (9): "On the date of assignment to the Fund, none of the Borrowers under any of the Loans have been declared insolvent."  Section 2.2.8.3 (8): "No Receivable is on the date of assignment to the Fund a Written-Off Purchased Receivable, nor a Defaulted Purchased Receivable, nor a defaulted Receivable within the meaning of Article 178(1) of Regulation (EU) No 575/2013) nor generally is a doubtful, subject to litigation, nor is a Frozen Receivable. A Frozen Receivable means a receivable subject to any proceeding listed in Annex A to Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings including, but not limited to, insolvency proceedings and out-of-court payment agreements regulated in Artcles 231 et seq. of the Insolvency Law."  Section 2.2.8.3 (11): "No Receivable is on the date os assignment to the Fund subject to any deliquency or delay in the payment of any amount thereon."  Section 2.2.8.3 (20): "As at the date of origination of each Receivable, the assessment of the Borrower's creditworthiness of the Loans meets the requirements as set out in article 8 of Directive 2008/48/EC."  Section 2.2.8.3 (22): "To the best of the Seller's knowledge, on the basis of information obtained (i) from the Borrower on the origination of the Receivables, (ii) in the course of BANCO CETELEM's servicing of the Receivables or BANCO CETELEM's risk management procedures or (iii) from a third party, no Borrower is a credit-impaired borrower who:  (i) has been declared insolvent or had a court grant his/her/its creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his/her/its non-performin
STSS32 - At least one payment at the time of transfer	Confirmed
STSS32 - At least one payment at the time of transfer comment	The exemption under article 20(12) of the Securitisation Regulation shall not apply: its is specified into the section 2.2.8.3 (16) of the Additional Information, the Seller represents that "each Receivable has already given rise to the payment of at least one (1) instalment by the corresponding Borrower(s) before the applicable Purchase Date."
STSS32 - Payment exemption	-
STSS32 - Payment exemption comment	-
STSS33 - Degree of dependence on repayments	Confirmed
STSS33 - Degree of dependence on repayments comment	Section 4.9.1 (Redemption Price) of the Securities Notes of the Prospectus states that "For the purpose of compliance with the requirements stemming from article 20(13) of the EU Securitisation Regulation, the repayments to be made to the Noteholders have not been structured to depend predominantly on the sale of the Ancillary Rights attached to the Purchased Receivables".

### REQUIREMENTS ON TRANSPARENCY

STSS58 - Historical Default and Loss Performance Data	Confirmed
STSS58 - Historical Default and Loss Performance Data comment	It is confirmed that In accordance with article 22(1) of the Securitisation Regulation, the Seller has undertaken to make available the Static and Dynamic Historical Data to potential investors.  The Seller has made available in section 2.2.7.3 of the Additional Information of the Prospectus delinquency and default data, for substantially similar exposures to those being securitised for a period no shorter than 5 years.  Data is available on the website of the European Data Warehouse (for registered users) via the following link https://editor.euroedw.eu//
STSS58 - Historical Default and Loss Performance Data location	Data is available on the website of the European Data Warehouse (for registered users) via the following link https://editor.euroedw.eu//
STSS59 - Sample external verification	Confirmed

Deloitte, S.L., as audit firm, has issued the special securitisation report on certain features and attributes of a sample of all of BANCO CETELEM's selected loans from which the Initial Receivables will be taken to be assigned to the Issuer upon being established for the purposes of complying with the provisions of EU Securitisation Regulation. In addition, Deloitte has verified the fulfilment of the Eligibility Criteria, the data disclosed in the stratification tables included in section 2.2.2 of the Additional Information, and the CPR tables included in section 4.10 of the Securities Notes of the Prospectus.
Confirmed
In accordance with Article 22(3) of the Securitisation Regulation, the Seller has undertaken to make available to potential investors the liability cash flow model. The liability cash flow model will be available to potential investors through Bloomberg and Intex.
Confirmed
BANCO CETELEM shall be responsible for compliance with articles 19 to 22 of the EU Securitisation Regulation and the applicable legislation. In addition, Banco Cetelem will remain responsible for making the liability cash flow model available to potential investors (through Bloomberg and Intex or any other provider) in compliance with article 22.3 of the EU Securitisation Regulation
Available
For the purpose of compliance with the requirements stemming from Article 22(4) of the EU Securitisation Regulation, the records of the Seller do not contain any information related to environmental performance of the Vehicles related to the Purchased Receivables and as a result the Seller is unable to report on such environmental performance. However, the Seller will use its best efforts to prepare itself so that it is technically able to source such information on the environmental performance of the Vehicles related to Purchased Receivables as soon as possible in accordance with Article 22(4) of the EU Securitisation Regulation. (Section 2.2.2.1 (p) of the Additional Information of the Prospectus).
Confirmed
BANCO CETELEM as Originator confirms being compliant with article 7 of the EU Securitisation Regulation and also confirms being responsible for the compliance of the transaction with article 7 of the EU Securitisation Regulation. The Seller or the Management Company, who will be designated as Reporting Entity (see section 4.3.1. of the Additional Information of the Prospectus), has made available to potential investors before pricing, the following information:  (i) information on the underlying exposures as required by and in accordance with article 7.1(a) of the EU Securitisation Regulation on a quarterly basis;  (ii) an investor report as required by and in accordance with article 7.1(e) of the EU Securitisation Regulation (the "Investor Report");  (iii) all underlying documentation that is essential for the understanding of the Prospectus as required by and in accordance with article 7.1(b) of the EU Securitisation Regulation;  (iv) any information required to be reported pursuant to articles 7.1(f) or 7.1(g) (as applicable) of the EU Securitisation Regulation; and  (v) any other information that may be required from time to time under article 7 of the EU Securitisation Regulation or any developing regulations.  The reports described in items (i), (ii) and (iv) shall be available simultaneously, at the latest one (1) month after the relevant Payment Date, or earlier and without delay upon the update of any information that needs to be reported pursuant to articles 7.1(f) or 7.1(g).
Confirmed
BANCO CETELEM as Originator confirms being compliant with article 7 of the EU Securitisation Regulation and also confirms being responsible for the compliance of the transaction with article 7 of the EU Securitisation Regulation.  The Seller or the Management Company, who will be designated as Reporting Entity (see section 4.3.1. of the Additional Information of the Prospectus), has made available to potential investors before pricing, the following information:  (i) information on the underlying exposures as required by and in accordance with article 7.1(a) of the EU Securitisation Regulation on a quarterly basis;  (ii) an investor report as required by and in accordance with article 7.1(e) of the EU Securitisation Regulation (the "Investor Report");  (iii) all underlying documentation that is essential for the understanding of the Prospectus as required by and in accordance with article 7.1(b) of the EU Securitisation Regulation;  (iv) any information required to be reported pursuant to articles 7.1(f) or 7.1(g) (as applicable) of the EU Securitisation Regulation; and  (v) any other information that may be required from time to time under article 7 of the EU Securitisation Regulation or any developing regulations.  The reports described in items (i), (ii) and (iv) shall be available simultaneously, at the latest one (1) month after the relevant Payment Date, or earlier and without delay upon the update of any information that needs to be reported pursuant to articles 7.1(f) or 7.1(g).

STSS62 - Before pricing documentation	Confirmed
	BANCO CETELEM as Originator confirms being compliant with article 7 of the EU Securitisation Regulation and also confirms being responsible for the compliance of the transaction with article 7 of the EU Securitisation Regulation.  The Seller or the Management Company, who will be designated as Reporting Entity (see section 4.3.1. of the Additional Information of the Prospectus), has made available to potential investors before pricing, the following information:  (i) information on the underlying exposures as required by and in accordance with article 7.1(a) of the EU Securitisation Regulation on a quarterly basis;  (ii) an investor report as required by and in accordance with article 7.1(e) of the EU Securitisation Regulation (the "Investor Report");  (iii) all underlying documentation that is essential for the understanding of the Prospectus as required by and in accordance with article 7.1(b) of the EU Securitisation Regulation;  (iv) any information required to be reported pursuant to articles 7.1(f) or 7.1(g) (as applicable) of the EU Securitisation Regulation; and  (v) any other information that may be required from time to time under article 7 of the EU Securitisation Regulation or any developing regulations.  The reports described in items (i), (ii) and (iv) shall be available simultaneously, at the latest
	one (1) month after the relevant Payment Date, or earlier and without delay upon the update of any information that needs to be reported pursuant to articles 7.1(f) or 7.1(g).

### REQUIREMENTS ON STANDARDISATION

STSS35 - Mitigation of Interest rates and currency risks	Confirmed
STSS35 - Mitigation of Interest rates and currency risks comment	In order to mitigate any interest rate risk connected with the Class A/B Notes and the Class C/D/E/F/G Notes, the Issuer has entered into the Swap Agreements with the Swap Counterparty, in the form of ISDA (French Law) 2002 Master Agreement, together with the relevant Schedule I, Credit Support Annex and confirmations thereto. The Swap Agreements will hedge the potential interest rate exposure of the Issuer in relation to its floating rate interest obligations under, respectively, the Class A/B Notes and the Class C/D/E/F/G Notes. Pursuant to the Swap Agreements, the Issuer will pay to the Swap Counterparty fixed amounts and the Swap Counterparty will pay to the Issuer floating amounts. For further details see (i) section 1.2.f) (Interest Rate Risk) of the Risk Factors of the Prospectus; (ii) section 4.8 (Nominal interest rate and provisions relating to interest payable) of the Securities Note of the Prospectus; and (ii) section 3.4.2.6 (Interest Rate Swap Agreements) of the Additional Information of the Prospectus. FX: N/A, there is no currency risk since (i) Receivables are expressed in Euro, and (ii) the Notes are denominated in Euro.
STSS36 - Derivatives not purchased/sold by SSPE	Exemption on derivatives
STSS36 - Derivatives not purchased/sold by SSPE comment	Other than the Swap Agreements referred to above in STSS35, no derivative contracts are entered or will be entered into by the Fund, in accordance with article 21(2) of Regulation (EU) 2017/2402.
STSS37 - Common standards underwriting derivatives	Confirmed
STSS37 - Common standards underwriting derivatives comment	The Swap Agreements have been underwritten and documented according to commonly accepted standards, in the form of the ISDA (French Law) 2002 Master Agreement, together with the relevant Schedule I, Credit Support Annex and confirmations thereto, as referred to above in STSS35.
STSS38 - Referenced interest payments	Confirmed
STSS38 - Referenced interest payments comment	Into the section 2.2.8.3 (7) of the Additional Information of the Prospectus, the Seller represents "Each Receivable bears a fixed rate of interest strictly greater than four point ninety-five (4.95) per cent per annum (excluding insurance premia)." Into the section 4.8 of the Securities Note of the Prospectus it is specified that the rate of interest applicable in respect of the Class A, Class B, Class C, Class D, Class E, Class F and Class G Notes is calculated by reference to EURIBOR. Therefore, any referenced interest under the Class A, Class B, Class C, Class D, Class E, Class F and Class G Notes are based on generally used market interest rates and do not reference complex formula or derivatives.
STSS39 - Acceleration notice / enforcement requirement	Confirmed
STSS39 - Acceleration notice / enforcement requirement comment	Each of the requirements of article 21(4) of Regulation (EU) 2017/2402 are met. In case of early liquidation, the Fund shall be wound-up according to section 4.4.3 (Early Liquidation of the Fund) of the Registration Document of the Prospectus, i.e. by applying the Available Distribution Amount, in accordance with the Accelerated Priority of Payments described in Prospectus section 3.4.7.5 of the Additional Information. There is no cash trapping.
STSS40 - No trapping of cash	Confirmed

STSS40 - No trapping of cash comment	Each of the requirements of article 21(4) of Regulation (EU) 2017/2402 are met. In case of early liquidation, the Fund shall be wound-up according to section 4.4.3 (Early Liquidation of the Fund) of the Registration Document of the Prospectus, i.e. by applying the Available Distribution Amount, in accordance with the Accelerated Priority of Payments described in Prospectus section 3.4.7.5 of the Additional Information. There is no cash trapping.
STSS41 - Sequential amortisation	Confirmed
STSS41 - Sequential amortisation comment	Into the Section 3.4.7.4 (b) (Priority of Payments during the Revolving Period and the Normal Redemption Period - Principal Priority of Payment) of the Additional Information of the Prospectus, it is mentioned that during the Revolving Period and the Normal Redemption Period and prior to the occurrence of an Accelerated Redemption Event, the Available Principal Proceeds will be applied by the Management Company towards the following payments or provisions of a higher priority to be paid or provided according to the Principal Priority of Payment on each Payment Date.  Into the Section 3.4.7.5 (Priority of Payments during the Accelerated Redemption Period) of the Additional Information of the Prospectus, it is mentioned that following the occurrence of an Accelerated Redemption Event, or on the Issuer Liquidation Date or on the Final Maturity Date, the Available Distribution Amount will be applied by the Management Company towards the following payments according to the Accelerated Priority of Payment on each Payment Date.  The Available Distribution Amount includes principal receipts.
STSS42 - Reversed repayment on seniority	Confirmed
STSS42 - Reversed repayment on seniority comment	Prospectus section 4.4.5 (Actions for the liquidation and termination of the Fund) of the Registration Document: amounts shall be applied in the form, amount and order of priority established in the Accelerated Priority of Payments described in section 3.4.7.5 of the Additional Information.  Prospectus section 3.4.7.5. (Accelerated Priority of Payments) of the Additional Information: provides for a repayment of the Notes in a sequential order, as determined by the seniority of their Notes and is not to be reversed with regard to such seniority.
STSS43 - No automatic liquidation	Confirmed
STSS43 - No automatic liquidation comment	There is no provision in the Prospectus requiring automatic liquidation of the Receivables at market value, as stated in section 4.4.3.3 of the Registration Document.
STSS44 - Non-sequential priority of payments triggers	Confirmed
STSS44 - Non-sequential priority of payments triggers comment	Into the Section 3.4.7.4 (b) (Priority of Payments during the Revolving Period and the Normal Redemption Period - Principal Priority of Payment) of the Additional Information of the Prospectus, it is mentioned that during the Revolving Period and the Normal Redemption Period and prior to the occurrence of an Accelerated Redemption Event, the Available Principal Proceeds will be applied by the Management Company towards the following payments or provisions of a higher priority to be paid or provided according to the Principal Priority of Payment on each Payment Date.  Into the Section 3.4.7.5 (Priority of Payments during the Accelerated Redemption Period) of the Additional Information of the Prospectus, it is mentioned that following the occurrence of an Accelerated Redemption Event, or on the Issuer Liquidation Date or on the Final Maturity Date, the Available Distribution Amount will be applied by the Management Company towards the following payments according to the Accelerated Priority of Payment on each Payment Date.  The Available Distribution Amount includes principal receipts.
STSS44 - Credit quality deterioration trigger	Confirmed
STSS44 - Credit quality deterioration trigger comment	Into the Section 3.4.7.4 (b) (Priority of Payments during the Revolving Period and the Normal Redemption Period - Principal Priority of Payment) of the Additional Information of the Prospectus, it is mentioned that during the Revolving Period and the Normal Redemption Period and prior to the occurrence of an Accelerated Redemption Event, the Available Principal Proceeds will be applied by the Management Company towards the following payments or provisions of a higher priority to be paid or provided according to the Principal Priority of Payment on each Payment Date.  Into the Section 3.4.7.5 (Priority of Payments during the Accelerated Redemption Period) of the Additional Information of the Prospectus, it is mentioned that following the occurrence of an Accelerated Redemption Event, or on the Issuer Liquidation Date or on the Final Maturity Date, the Available Distribution Amount will be applied by the Management Company towards the following payments according to the Accelerated Priority of Payment on each Payment Date.
	The Available Distribution Amount includes principal receipts.

Section 3.7.2.3 (Specific Representations and Undertakings of the Servicer) of the Additional Information of the Prospectus: "The Servicer has agreed to provide the Management Company with the same level of care and diligence for the servicing, recovery and collection of the Purchased Receivables as the level of diligence it usually provides for its other similar auto loan receivables and to use procedures at least equivalent to those it usually uses. The Servicer has undertaken to establish, maintain and implement all necessary accounting, management and administrative systems and procedures, electronic or otherwise, to establish and maintain accurate, complete, reliable and up to date information regarding the Purchased Receivables including, but not limited to, all information contained in the reports that it is required to prepare and the records relating to the Purchased Receivables".  According with section 3.7.2 (Servicing and custody of the securitised assets) of the Additional Information of the Prospectus, BANCO CETELEM or any other entity that may substitute in the future will service and administer the Purchased Receivables and collect payments due in respect of such Purchased Receivables and its Ancillary Rights in accordance with its customary and usual BANCO CETELEM Policies for servicing auto loan
receivables comparable to the Purchased Receivables. BANCO CETELEM confirms it has relevant expertise as servicer from at least 5 years.

# TRANSACTION DOCUMENTATION

STSS50 - Participant duties	Confirmed
STSS50 - Participant duties comment	It is hereby confirmed that the transaction documentation specifies all of the requirements under article 21(7) (a) of Regulation (EU) 2017/2402.  The obligations of the Servicer are set forth in section 3.7.2. of the Additional Information of the Prospectus.  The obligations of the Management Company (trustee) are set forth in section 3.7.1. of the Additional Information of the Prospectus.  See also section 3.4.5. of the Additional Information of the Prospectus (Specification of any investment parameter for the investment of temporary liquidity surpluses and description of the parties responsible for the said investment) for the Account Bank Agreement and futher Servicing duties.
STSS51 - Servicing Continuity	Confirmed
STSS51 - Servicing Continuity comment	The term and substitution of the Servicer shall be done in accordance with the procedure established in section 3.7.2.11. of the Additional Information of the Prospectus.
STSS52 - Derivative Counterparty Continuity	Confirmed
STSS52 - Derivative Counterparty Continuity comment	The Swap Agreement contains provisions aimed at ensuring the replacement of the Swap Counterparty in case of its default, insolvency, rating downgrade or other specified events (see a comprehensive list of events that trigger an early termination of the Swap Agreements in sections 3.4.2.6.8 and 3.4.2.6.9 of the Additional Information of the Prospectus. See also Risk Factors 1.2.f); and section 3.4.5.2 (Rating Agencies Criteria for the Account Bank) of the Additional Information of the Prospectus.
STSS53 - Liquidity Provider Continuity	N/A
STSS53 - Liquidity Provider Continuity comment	-
STSS53 - Account Bank Continuity	Confirmed
STSS53 - Account Bank Continuity comment	According to section 3.4.5.2 of the Additional Information of the Prospectus, in case of downgrade in the Account Bank, the Management Company shall either obtain an unconditional, irrevocable and first demand guarantee securing performance of the Account Bank or substitute the Account Bank.  According to section 3.4.8.2. of the Additional Information of the Prospectus, in case of downgrade in the Paying Agent, the Management Company shall either obtain an unconditional, irrevocable and first demand guarantee securing performance of the Paying Agent or substitute the Paying Agent.
STSS55 - Debt situation documentation	Confirmed
STSS55 - Debt situation documentation comment	Section 2.2.7.1. of the Additional Information of the Prospectus contains the Criteria and procedures to grant loans and the risk management and monitoring.  Section 2.2.7.2 of the Additional Information of the Prospectus contains the procedure of action to be followed by the Servicer depending on the status of each Loan. In any case, the collection management and recovery procedure shall comply with the criteria described in section 3.7.2.8 of the Additional Information of the Prospectus.
STSS56 - Priorities of payment and triggered events	Confirmed

	The Prospectus complies with the article 21(9) of Regulation (EU) 2017/2402. Section 3.4.7.4 of the Additional Information of the Prospectus provides for the Interest Priority of Payments and Principal Priority of Payments. Section 3.4.7.5 of the Additional Information of the Prospectus provides for the Priority of Payments during the Accelerated Redemption Period.
STSS57 - Timely resolution of conflicts	Confirmed
STSS57 - Timely resolution of conflicts comment	As per Prospectus section 4.11 of the Securities Note: the Meeting of Creditors shall be established upon and by virtue of the Deed of Incorporation and shall remain in force and in effect until repayment of the Notes in full or cancellation of the Issuer.

# **REVOLVING SECURITISATION**

STSS45 - Early termination	Confirmed
STSS45 - Early termination comment	The transaction features a Revolving Period. Please see above (STSS41). There are appropriate triggers which may cause the end of the Revolving Period: (i) of a Revolving Period Termination Event; or (ii) Issuer Event of Default which may cause the end of the Revolving Period. For a concise explanation how the provisions of article 21(6)(a), (b) and (d) are met, reference is made to the fields STSS46, STSS47 and STSS49 below.
STSS46 - Credit quality deterioration trigger	Confirmed
STSS46 - Credit quality deterioration trigger comment	See defintion "Revolving Period Termination Event" in section 2.2.2.2.1 of the Additional Information of the Prospectus.  Item (a): "the Cumulative Defaulted Purchased Receivables Ratio is greater than one (1) per cent. on the relevant Settlement Date on which such ratio will be calculated by the Management Company, from the Issuer Incorporation Date to the Revolving Period End Date."
STSS47 - Insolvency-related event	Confirmed
STSS47 - Insolvency-related event comment	See defintion "Revolving Period Termination Event" in section 2.2.2.2.1 of the Additional Information of the Prospectus. Items (b) and (c): (b) "a Seller Event of Default has ocurred and is continuing." (c) "a Servicer Termination Event has ocurred and is continuing."
STSS48 - Pre-determined threshold value	Confirmed
STSS48 - Pre-determined threshold value comment	See definition "Revolving Period Termination Event" in section 2.2.2.2.1 of the Additional Information of the Prospectus.  Item (g): "on any Payment Date, the debit balance of the Class G Principal Deficiency Sub-Ledger (taking into account amounts which have been credited to such Principal Deficiency Sub-Ledger on such Payment Date) exceeds zero point fifty (0.50) per cent. of the Outstanding Principal Balance of the Aggregate Securitised Portfolio as of the immediately preceding Calculation Date."
STSS49 - New underlying exposures failure generation	Confirmed
STSS49 - New underlying exposures failure generation comment	See definition "Revolving Period Termination Event" in section 2.2.2.2.1 of the Additional Information of the Prospectus.  Item (f): "on any two consecutive Payment Dates the Issuer Available Cash has exceeded ten (10.00) per cent. of the Principal Amount Outstanding of the Notes".

### **RISK RETENTION**

STSS34 - Compliance with risk retention requirements	Confirmed
STSS34 - Compliance with risk retention requirements comment	Section 3.4.3 (Risk retention requirement) of Additional Information of the Prospectus, states the following: "In accordance with (i) paragraph (3)(a) of article 6 (Risk retention) of EU Securitisation Regulation and article 5 of the Delegated Regulation (EU) 625/2014, applicable until the new regulatory technical standards to be adopted by the Commission apply pursuant to article 43(7) of the EU Securitisation Regulation and (ii) paragraph 3(a) of article 6 (Risk retention) of the UK Securitisation Regulation (as in effect on the Issuer Incorporation Date) and Article 5 of Delegated Regulation (EU) 625/2014, as it forms part of UK domestic law by virtue of the EUWA (and as in effect on the Issuer Incorporation Date), as at the Issuer Incorporation Date such interest will take the form of the holding by the Seller of no less than five (5) per cent. of the nominal value of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class G Notes".
STSS34 - Retaining entity LEI	95980020140005879929

STSS34 - Retaining entity name	Banco Cetelem, S.A.U.
--------------------------------	-----------------------

# **RETAINING RISK OPTIONS**

Vertical slice	Yes
Seller's share	No
Randomly-selected exposures kept on balance sheet	No
First loss tranche	No
First loss exposure in each asset	No
No compliance with risk retention requirements	No
Other option used	No
Other option used comment	-

# COMMENT

Comment	<b> -</b>