

# FONDO DE TITULIZACIÓN

PROSPECTUS

€ 265,600,000

		S&P	MBRS
<b>Class A</b>	€ 204,000,000	AAA (sf)	AAA (sf)
<b>Class B</b>	€ 16,700,000	AA (sf)	AA(high) (sf)
<b>Class C</b>	€ 13,000,000	A (sf)	AA(low) (sf)
<b>Class D</b>	€ 16,600,000	BBB (sf)	BBB(high) (sf)
<b>Class J</b>	€ 15,300,000	NR	NR

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ARRANGER

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PAYING AGENT



ACCOUNTS BANK



FUND MANAGED BY



Prospectus recorded in the registers of  
the *Comisión Nacional del Mercado de Valores* (CNMV) on 8 October 2024

## IMPORTANT NOTICE – PROSPECTUS

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

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

- (a) a “retail client” as defined in point (11) of article 4(1) of directive 2014/65/EU (as amended, “**MIFID II**”);
- (b) a “customer” within the meaning of Directive (EU) 2016/97 (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MIFID II; and/or
- (c) not a “qualified investor” as defined in Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing directive 2003/71/EC (as amended, the “**Prospectus Regulation**”).

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

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

- (a) a retail client, as defined in point (8) of article 2 of Regulation (EU) No 2017/565 as it forms part of the domestic law of the UK by virtue of the European Union (Withdrawal) Act 2018 (as amended, “**EUWA**”);
- (b) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (FSMA) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of article 2(1) of Regulation (EU) No 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA; and/or
- (c) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of the domestic law of the UK by virtue of the EUWA.

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

**NOTHING IN THIS PROSPECTUS CONSTITUTES AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE NOTES IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. ANY**

**FORWARDING, DISTRIBUTION OR REPRODUCTION OF THE PROSPECTUS IN WHOLE OR IN PART IS UNAUTHORISED.**

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

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

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

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

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

By accessing the Prospectus or acquiring any Notes or a beneficial interest therein, you shall be deemed to have confirmed and represented, and in certain circumstances will be required to make certain representations and agreements (including as a condition to accessing or otherwise obtaining a copy of

this Prospectus or other offering materials relating to the Notes), to the Issuer, the Seller, the Management Company, the Arranger and the Joint Lead Managers (each as defined below) and on which each of such persons will rely without any investigation, that (i) you have understood the agreed terms set out herein; (ii) you are not a U.S. Person (within the meaning of Regulation S under the United States Securities Act) or, in relation to the offer, sale or delivery of the Notes, acting for the account or benefit of any such U.S. Person and the electronic mail address that you have provided in connection with the offering of the Notes is not located in the United States, its territories and possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands) or the District of Columbia; and (iii) you consent to delivery of the Prospectus by electronic transmission.

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

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

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

The Prospectus has been sent to you in electronic format. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and, consequently, neither the Management Company, nor Jefferies GmbH (the “**Arranger**”), Banco Santander, S.A. nor Citigroup Global Markets Europe AG (together with the Arranger, the “**Joint Lead Managers**”, as applicable), nor any person who controls the Arranger or any of the Joint Lead Managers, nor any director, officer, employee, agent or affiliate of any such person, nor the Issuer, nor the Seller accepts any liability or responsibility whatsoever in respect of any difference between the Prospectus distributed to you in electronic format herewith and the hard copy version available to you on request from the Management Company, the Arranger and/or any of the Joint Lead Managers.

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

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

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

Company provides any assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules will be available.

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

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

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

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

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## IMPORTANT NOTICE: MIFID II PRODUCT GOVERNANCE

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

- (a) **Target market:** the target market for the Notes is eligible counterparties and professional clients only, each as defined in MIFID II; and
- (b) **Channels of distribution:** all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate.

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

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## IMPORTANT NOTICE: UK MIFIR PRODUCT GOVERNANCE

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

- (a) **Target market:** the target market for the Notes is only eligible counterparties as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**") and professional clients as defined in Regulation (EU) No 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA (as amended, "**UK MiFIR**"); and
- (b) **Channels of distribution:** all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate.

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

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## IMPORTANT NOTICE – UK AFFECTED INVESTORS

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From 1 January 2021, relevant UK-established or UK-regulated persons are subject to Regulation (EU) 2017/2402 (as amended, the “**EU Securitisation Regulation**”) as it forms part of the domestic law of the UK by virtue of the EUWA, and, as may be further amended, supplemented or replaced, the “**UK Securitisation Regulation**”). Article 5 of the UK Securitisation Regulation places certain conditions on investments in a “securitisation” (as defined in the UK Securitisation Regulation) (the “**UK Due Diligence Requirements**”) by an “institutional investor” (as defined in the UK Securitisation Regulation). The UK Due Diligence Requirements also apply to investments by certain consolidated affiliates, wherever established or located, of such institutional investors which are entities subject to Regulation (EU) No 575/2013, as it forms part of UK domestic law by virtue of the EUWA (such affiliates, together with all such institutional investors, “**UK Affected Investors**”). Rules that recast the currently applicable UK Securitisation Regulation requirements are due to be implemented on 1 November 2024 (subject to a commencement order being made on or before that date). These reforms will impact on new securitisations closed after the implementation date and also have potential implications for securitisations in-scope of the UK Securitisation Regulation that closed prior to such date. Further consultations and reforms relating to the UK securitisation regime (including a review of the reporting templates required under the UK Securitisation Regulation) are expected in the last quarter of 2024 or the first quarter of 2025, although timings are potentially subject to change. While the UK Securitisation Regulation reforms published to date will effect some alignment with the EU regime, these reforms also introduce new points of divergence and further divergence in the future between EU and UK regimes cannot be ruled out.

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

Notwithstanding the above, with reference to the UK Securitisation Regulation as in effect and applicable on the Incorporation Date, the Seller, as “*originator*” (as such term is defined in the UK Securitisation Regulation) for the purposes of the UK Securitisation Regulation, will undertake in the Deed of Incorporation and the Management, Placement and Subscription Agreement to retain, on an ongoing basis, a material net economic interest in the securitisation described in this Prospectus of not less than 5% in accordance with Article 6(1) of the UK Securitisation Regulation by retaining the first loss tranche so that the retention equals in total not less than 5% of the nominal value of the securitized exposures (being the Class J Notes) in accordance with Article 6(3)(d) of the UK Securitisation Regulation as it applies as of the Incorporation Date.

The Seller will also undertake to not sell, transfer or otherwise surrender all or any part of the rights, benefits or obligations arising from the retained interest or hedge or mitigate its credit risk under or associated with the retained interest, except to the extent permitted in accordance with the EU Securitisation Regulation and the UK Securitisation Regulation.

In connection with the disclosure requirements of Article 7 of the UK Securitisation Regulation as in effect and applicable on the Incorporation Date, the Originator will make available to the noteholders and upon request, potential investors, the documents, reports and information necessary for such disclosure requirements and the Servicer will provide assistance to the Issuer in this regard pursuant to the terms of the transaction documents.

Except as described herein, no party to the securitisation transaction described in this Prospectus intends to take or refrain from taking any action with regard to this securitisation transaction in a manner prescribed or contemplated by the UK Securitisation Regulation, or to take any action for purposes of, or in connection with, facilitating or enabling the compliance by any investor with any applicable obligations under the UK Due Diligence Requirements.

Failure by a UK Affected Investor to comply with the UK Due Diligence Requirements with respect to an investment in the Notes offered by this Prospectus may result in regulatory sanctions being imposed by



the competent authority of such UK Affected Investor (including the imposition of a higher regulatory capital charges on that investment).

The UK Securitisation Regulation also includes criteria and procedures in relation to the designation of securitisations as simple, transparent and standardised, or STS, within the meaning of Article 18(1) of the UK Securitisation Regulation ("**UK STS**"). The transaction described in this Prospectus is not intended to be designated as a UK STS securitisation for the purposes of the UK Securitisation Regulation. Pursuant to Article 18(3) of the UK Securitisation Regulation, a securitisation which meets the requirements for an STS-Securitisation for the purposes of EU Securitisation Regulation, which is notified to the European Securities and Markets Authority ("**ESMA**") in accordance with the applicable requirements before the expiry of the period of two years specified in Article 18(3) of the UK Securitisation Regulation, as amended, and which is included in the ESMA List may be deemed to satisfy the "STS" requirements for the purposes of the UK Securitisation Regulation. No assurance can be provided that this transaction does or will continue to meet the STS requirements or to qualify as an STS-Securitisation under the EU Securitisation Regulation or pursuant to Article 18(3) of the UK Securitisation Regulation at any point in time.

Prospective UK Affected Investors are themselves responsible for analysing their own regulatory position and should consult their own advisers in this respect and should consider (and where appropriate, take independent advice on) the application of the UK Securitisation Regulation or other applicable regulations and the suitability of the Notes for investment.

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

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**ADDITIONAL IMPORTANT NOTICE**

**IN RESPECT OF THE OBLIGATION TO SUPPLEMENT THE PROSPECTUS**

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This Prospectus has been incorporated to the official registers of the CNMV on 8 October 2024 and shall be valid only until the time when trading on a regulated market begins, in accordance with the Prospectus Regulation.

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

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This document is the information memorandum (the "**Prospectus**") for PEPPER IBERIA CONSUMER 2024, FONDO DE TITULIZACIÓN (the "**Fund**" or the "**Issuer**") approved and registered in the Spanish National Securities Market Commission (*Comisión Nacional del Mercado de Valores*, "**CNMV**") on 8 October 2024, in accordance with the provisions of the Prospectus Regulation and the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019, supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004, as amended (the "**Prospectus Delegated Regulation**"), which includes the following:

1. a description of the main risk factors related to the issue, the securities and the assets that back the issue (the "**Risk Factors**");
2. a registration document for the securities, drafted in accordance with Annex 9 of the Prospectus Delegated Regulation (the "**Registration Document**");
3. a note on the securities, drafted in accordance with Annex 15 of the Prospectus Delegated Regulation (the "**Securities Note**");
4. an additional information to the Securities Note, drafted in accordance with Annex 19 of the Prospectus Delegated Regulation (the "**Additional Information**"); and
5. a glossary with definitions (the "**Definitions**").

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

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## RISK FACTORS

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

### 1. RISKS DERIVED FROM THE SECURITIES

#### 1.1. Related to the underlying assets

##### 1.1.1. Risk of payment default of the Obligors

Noteholders and the creditors of the Fund shall bear the risk of payment default by the Obligors under the Receivables. In particular, in the event that the losses under the Receivables are higher than the credit enhancements described in section 3.4.2.1 of the Additional Information, this circumstance could potentially jeopardise the payment of principal and/or interest under the Notes.

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

Levels of payment default by Obligors under the Receivables may be additionally impacted by, amongst others, fluctuations in general economic conditions and other factors linked to household income, which may have an impact on the ability of the Obligors to meet their payment obligations under the Receivables. The current deterioration of the macroeconomic situation, resulting in a significant increase in inflation rates and a rise in market interest rates could have an adverse effect on the ability of Obligors to meet their payment obligations under the Receivables and, ultimately, the ability of the Fund to make payments under the Notes. For further information on the risk arising from a deterioration of the macroeconomic conditions, please refer to Risk Factor 1.3.1 (*Risk resulting from the macroeconomic, geopolitical and climate conditions*) below.

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

For illustrative purposes, tables with historical information of defaults and recovery rates of the Seller's POS Receivables and PIL Receivables portfolios are displayed at section 2.2.7.1 of the Additional Information, which reflects, among others:

(a) For POS Facilities:

- (i) From 30 June 2022 until 30 June 2024, an average cumulative default rate of 1.33% after twelve months from origination (table titled "POS - Cumulative Gross Default %"); and
- (ii) From 30 June 2020 until 30 June 2024, an average recovery rate of 19.13% after twenty-four months from the date of the default (table titled "POS - Cumulative Recovery %").

(b) For PIL Facilities:

- (i) From 30 June 2022 until 30 June 2024, an average cumulative default rate of 2.40% after twelve months from origination (table titled "PIL - Cumulative Gross Default %"); and
- (ii) From 30 June 2022 until 30 June 2024, an average recovery rate of 19.08% after twenty-four months from the date of the default (table titled "PIL - Cumulative Recovery %").

The estimated cash flows displayed in section 4.10 of the Securities Note have been calculated considering (i) an annual constant default rate (CDR) of 3.5% and (ii) a recovery rate of 18.5% at 24 months, that are consistent with the rates of the Seller's portfolio of equivalent loans.

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

### 1.1.2. Risk of interruption of services

For the purposes of this risk factor, "**Commercial Dispute**" means a commercial dispute between an Obligor and the retailer or merchant (the "**Service Provider**") of the services financed by the Credit acquired by the Issuer, which results or could result in a total or partial cancellation of the debt, a modification of the amount or terms of payment of the debt, or the refund of any amount previously paid by the Obligor, including but not limited to the following cases:

- (a) if the Obligor exercises any rights it may have in relation to the Service Provider or the Seller, provided the following requirements are met:
  - (i) all or part of the services which are the subject of the contract have not been provided in accordance with the provisions of the contract or at all; and
  - (ii) the Obligor has claimed against the Service Provider, either in-court or out-of-court, and has not obtained the satisfaction to which it is entitled;
- (b) if an Obligor exercises any rights it may have against the Seller, the Service Provider and/or the Issuer, as a result of a possible breach of contract by the Service Provider, provided that the effective exercise of such rights is sufficiently proven; or

- (c) if the Seller brings a claim (either in-court or out-of-court) against the Service Provider in relation to any incident with respect to the Receivables.

Pursuant to Article 29.3 of the Spanish consumer credit law (*Ley 16/2011 de 24 de junio, de Contratos de Crédito al Consumo*) ("**Law 16/2011**"), if a dispute arises between an Obligor and a Service Provider, the Obligor is able to exercise those same rights (limited to the amount and proportion of services financed through the relevant Credit) against the lender of the Credit *provided that* the following two conditions are met:

- (a) all or part of the services which are the subject of the contract have not been provided in accordance with the provisions of the contract or at all; and
- (b) the Obligor has claimed against the Service Provider, either in-court or out-of-court, and has not obtained the satisfaction to which it is entitled.

If a Commercial Dispute arises in relation to a Receivable which causes a reduction in the amount payable by the relevant Obligor under the relevant Credit, the Seller is required, pursuant to the Master Receivables Sale Agreement, to pay into the Special Collection Account an amount equal to the amount of the reduction. In the event that the Seller does not pay the amount equal to any such reduction as described above, the Issuer may have insufficient funds to pay principal and interest in respect of the Notes in full.

For illustrative purposes, as of the Preliminary Portfolio Cut-Off Date:

- (a) the aggregate Service-Related Balance of the Receivables in the Preliminary Portfolio:
  - (i) which have arisen from Point of Sale Facilities for which the related Credit (or a portion of it) is a Service-Related Credit is 8.20 per cent.; and
  - (ii) which have arisen from Point of Sale Facilities for which the related Credit (or a portion of it) is: (a) a Service-Related Credit; and (b) was originated less than 12 months from the relevant Cut-Off Date, is 8.12 per cent;
- (b) the Top Service-Related Merchant Balances are 0.30 per cent. of the Receivables in the Preliminary Portfolio;
- (c) the aggregate of the Tier 1 Merchant Service-Related Balances are 0.00 per cent. of the Receivables in the Preliminary Portfolio; and
- (d) the aggregate of the Tier 2 Merchant Service-Related Balances are 0.00 per cent. of the Receivables in the Preliminary Portfolio.

### **1.1.3. Risk of prepayment of the Receivables**

Several calculations, such as duration and final maturity of the Notes of each Class (assuming a constant prepayment rate ("**CPR**") of 0%, 5%, 10%, 15%, 20% and 25%, which is consistent with the historical information provided by the Seller) contained in section 4.10 of the Securities Note are subject to a number of hypotheses including, inter alia, estimates of prepayment rates that may not materialise.

Prepayments on the Credits may occur as a consequence of early prepayment of a Credit by the relevant Obligor, in the terms set out in the relevant UPL Agreement from which the Receivables arise. Prepayment of the Receivables in rates higher than expected will cause the Fund to make payments of principal on the Notes earlier than expected and will shorten the maturity of the Notes.



The prepayment rate of the Credits cannot be predicted and is influenced by a wide variety of economic and other factors, including prevailing interest rates, household income, the availability of alternative financing and local and regional economic conditions.

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

#### **1.1.4. Securitised Portfolio information**

The statistical, financial and other information set out in section 2.2.2.2 of the Additional Information, including information in respect of collection rates, represents the characteristics of the Securitised Portfolio owned by the Issuer as at the Preliminary Portfolio Cut-Off Date. There can be no assurance that the Securitised Portfolio, as may be replenished during the Revolving Period, will display the same characteristics or be of the same quality and performance dynamics as the Securitised Portfolio.

#### **1.1.5. Credit Consumer Protection and Usury Laws**

The Seller is subject to an extensive array of consumer protection and lending laws, regulations and judgments in Spain, which in turn may lead to a substantial amount of customer claims including, without limitation, in respect of the ordinary interest rates under the Credits.

On the one hand, consumer credit activities are subject to extensive regulation in Spain. As a result of an increasing amount of such regulation in recent years and the impact of the 2008 financial crisis, there is an increasing tendency in recent years for Spanish borrowers to file claims against financial institutions, including, *inter alia*, on the basis of allegations that certain provisions included in the agreements signed by the consumers are abusive (*abusivas*) or lack transparency.

On the other hand, pursuant to the Spanish Law on Prohibition of Usury of 23 of July of 1908 (*Ley de 23 de julio de 1908 sobre nulidad de los contratos de préstamos usurarios*) (the "**Usury Law**"), any facility agreements providing for an ordinary interest rate (the "**Contractual Rate**") notably higher than the normal interest rate of money and manifestly disproportionate to the circumstances surrounding the case are "usurious" and, therefore, null and void. The Spanish Supreme Court has held that the nullity provided for by the Usury Law renders a "usurious" agreement void rather than voidable. This means, *inter alia*, that such agreement is unenforceable and must be treated as if it had never been formed, so that the declaration of nullity have *ex tunc* (retrospective) effect, without such nullity being able to be cured in any way and being not subject to any time limitations. Furthermore, pursuant to the Usury Law, where a facility is nullified by the courts of justice "the borrower shall be obliged to return only the sum received" and "if it has satisfied part of that and the interest due, the lender will return to the borrower" any amounts paid which exceed the borrowed capital.

There has been an increase in the number of claims from borrowers on the application of the Usury Law since the end of 2015. Whilst the vast majority of claims have been brought in relation to credit cards, in recent years there has been a significant increase in the number of claims brought in relation to consumer credits.

The Usury Law does not define the term “normal interest rate of money” (nor does it provide for any test or indication for assessing what “notably higher” means in practice), so it has been interpreted by each Spanish court based on its own judgment. However, the meaning of the term “normal interest rate of money” or, at least, which rate could be a valid benchmark for the purposes of determining thereof has been clarified, to some extent only, by the Spanish Supreme Court.

The Spanish Supreme Court case law between 2015 and 2022<sup>1</sup> established several general guidelines for performing the ‘usury test’ on the interest rate of a credit contract:

- (a) The credit’s APR (“*tasa anual equivalente*” or “TAE”, ie. the total cost of the credit, including interests and any fees and commissions) shall be assessed, and not its TEDR (“*tipo efectivo definición restringida*” ie. APR minus fees and commissions).
- (b) Such APR shall be compared with the average interest rate of the most specific type of contract possible at the time the agreement is concluded (notion of “*normal interest rate of money*”), avoiding average interest rates of more general categories (e.g., the interest rate of a revolving credit card contract should be compared to the average interest rate of that specific type of contract, and not to the average interest rate of consumer credit contracts);
- (c) The comparison to the specific average interest rate must be made at the time the contract is concluded;
- (d) The amount of deviation from the normal interest rate needs to be analysed on a case-by-case basis before being considered “*significantly higher*” and therefore usurious; and
- (e) The lender bears the burden of proof to demonstrate the existence of exceptional circumstances that justify the application of an interest rate significantly higher than the normal interest rate of money in consumer credit transactions<sup>2</sup>.

The more recent judgments from the Spanish Supreme Court (Judgement no. 258/2023, of 15 February 2023, Judgement no. 317/2023 of 28 February 2023 and Judgement 462/2023, of 15 February 2023) have definitively settled the question of what is the differential that must be applied in order to consider interest significantly higher than the normal interest rate of money in a revolving credit, both with regard to contracts entered into prior to 2010, and with regard to contracts entered into after that date, thereby generating legal certainty. In particular, four main conclusions can be drawn:

- (a) in order to identify what the normal market interest rate is for revolving credits originated between 2000 and 2010, as a general rule it is necessary to resort to the specific information closest in time, which is the one broken down by the Bank of Spain in June 2010 and which the Spanish Supreme Court fixes at the average rate of 19.32%<sup>3</sup>.
- (b) In the absence of a legal criterion on the acceptable upper margin for not incurring usury, in view of the requirements of predictability in a context of mass litigation, the Court establishes the following criterion: in revolving credit contracts, where the average interest rate has so far been above 15%, the interest rate is significantly

<sup>1</sup> Spanish Supreme Court Judgements no. 662/2022, of October 13<sup>th</sup>, 2022 (ECLI:ES:TS:2022:3602); no. 643/2022, of October 4<sup>th</sup>, 2022 (ECLI:ES:TS:2022:3503); no. 367/2022, of May 4<sup>th</sup>, 2022 (ECLI:ES:TS:2022:1763); no. 149/2020, of March 4<sup>th</sup>, 2020 (ECLI:ES:TS:2020:600); and no. 628/2015, of November 25<sup>th</sup>, 2015 (ECLI:ES:TS:2015:4810).

<sup>2</sup> The Spanish Supreme Court Judgement no. 628/2015, of November 25<sup>th</sup>, 2015, established that the risk of a high level of defaults associated with consumer credit granted rapidly and without adequate assessment of the borrower’s ability to pay cannot be considered an exceptional circumstance justifying an interest rate significantly higher than the normal interest rate of money.

<sup>3</sup> Unless such proof is provided, 19.32% will be taken as the average interest rate of revolving credit contracts on the date the contract is concluded, which is the oldest interest rate published by the BoS (June 2010).

higher if the difference between the average market rate and the Contractual Rate exceeds 6 percentage points.

For revolving credit cards contracts concluded prior to 2000 there is not a specific benchmark to compare with, so it would be subject to the evidence that the defendant can provide.

- (c) In this type of credit transaction, in the absence of specific circumstances justifying an elevated cost, the contract will be considered usurious if the Contractual Rate exceeds by six percentage points the APR that can be considered as normal interest rate of money, which will be the average interest rate of the credit cards and revolving cards section of the Bank of Spain's statistics, and which, if it is a TDER and not an APR, will have to be increased by 20 or 30 hundredths of a percentage point.
- (d) If the annual percentage rate of charge or APR is modified during the term of the contract, the possible usurious nature does not apply from the initial moment of the contract, but exclusively from the moment in which the lending financial institution unilaterally fixed a different APR with an interest rate notably higher than the normal interest rate of money at that moment.

In Judgement of 6 October 2023, the Spanish Supreme Court, also ratifying the doctrine established in its Judgement of 15 February 2023, finds out that although the doctrine on the six percentage points between the average market rate and the Contractual Rate to judge the usurious nature of the interest agreed on a revolving card is not applicable to a personal loan, in which the average market rate is less than 15%, there is nothing to prevent it from being taken into consideration when assessing whether the Contractual Rate is significantly higher than the average market rate for these credit transactions at the time it was agreed.

It should be noted that although the findings by the case law as to the interpretation of the Usury Law are binding on any Spanish lower courts, they do not have direct effect on any revolving credit or loan agreements other than the specific ones before the Supreme Court. Accordingly, the determination whether any specific revolving credit or loan agreement is or not usurious must still be made on a case-by-case basis considering all relevant factual circumstances surrounding each case.

None of the Receivables in the Preliminary Portfolio is subject to claims regarding ordinary interest rates and the ordinary interest charged on such Receivables is in line with what the Seller considers to be the market standard for the circumstances and type of origination of the Receivables. However, there can be no assurance that a Court would not take a different view in respect of a Receivable if a claim were to be brought against the Seller by the relevant Obligor in this respect. If a breach of a representation or warranty occurs as a result of a final court ruling (*sentencia firme*) declaring usury, the Seller is required to repurchase the relevant Receivable in accordance with the procedure set out in section 2.2.9 of the Additional Information. Investors should note that, if there were to be a material number of successful claims in respect of usury, they could negatively impact the weighted average yield of the Securitised Portfolio, and in those circumstances the Seller would not have to repurchase the impacted Receivables.

For illustrative purposes, the maximum APR is (i) 161.30% for Point of Sale Facilities and (ii) 29.33% for PIL Facilities, and the Principal Balance of Receivables with an APR above 24% is (i) 0.32% for Point of Sale Facilities and (ii) 1.88% for PIL Facilities.

#### **1.1.6. Geographical concentration risk**

As per the information shown in section 2.2.2.2 of the Additional Information, the Spanish Autonomous Communities (*Comunidades Autónomas*) having the largest concentrations of Obligors under the Credits from which the Receivables selected to be assigned to the Fund

arise are, as a percentage of the Principal Balance of the Receivables, as follows: Andalucía (20.73%), Comunidad Autónoma de Madrid (15.70%) and Cataluña (15.12%), altogether representing 51.55% of the Principal Balance.

To the extent that these Autonomous Communities experience a deterioration of their respective regional economic conditions in the future, particularly in comparison to other regions in Spain, the concentration of the Credits in such regions may exacerbate the risks relating to the Credits and, in particular, the risk of Obligor's default on their payment obligations under the Credits. In addition, any downturn in the local economy of these Autonomous Communities may adversely affect the employment levels and, consequently, the repayment ability of the Obligors located in these Autonomous Communities.

#### **1.1.7. Enforcement risk**

Given that all UPL Agreements have been formalised as private documents as set forth in section 2.2.7 of the Additional Information, the court proceeding available to the Servicer in case of Obligor's default under the relevant UPL Agreement consists in the Servicer commencing declarative proceedings (*acción declarativa*) for the recognition of the amounts that are due and payable under such UPL Agreement in order to subsequently be able to commence enforcement action (*acción ejecutiva*) of the potential ruling against the assets of the relevant Obligor.

If the UPL Agreement had been documented as notarial deed (*póliza*), the enforcement proceeding would foreseeably be quicker than the court proceeding for private documents, as the former provides for direct enforcement. In this regard, a delay in the recovery procedures of Credits formalised as private contracts as opposed to the credits formalised in notarial deeds (*pólizas*) could entail a temporary reduction and/or postponement of cash flows under the Credits and, ultimately, the Issuer's ability to make payments under the Notes, without it being possible to know in advance the timing of such procedures.

#### **1.1.8. No assurance of insurance protection**

At the time of the origination of a PIL Receivable, the Obligors are offered an optional payment protection insurance to cover the risks of Obligor's death, temporary or permanent incapacity, unemployment or hospitalization (as applicable on the basis of his/her employment status). For clarification purposes, no insurance is offered in respect of POS Receivables.

For illustrative purposes, 6.54% of the Obligors under the PIL Receivables of the Preliminary Portfolio have not opted for this insurance, representing 5.93% of the Principal Balance of such PIL Receivables. The absence of payment insurance implies greater exposure to a potential risk of payment default of the Obligors (see Risk Factor 1.1.1 "*Risk of payment default of the Obligors*"), which may ultimately have an adverse effect on the ability of the Fund to make payments under the Notes.

### **1.2. Risks related to the nature of the securities**

#### **1.2.1. Subordination risk**

Class A Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes and shall benefit from 23.19% of subordination of the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes, as the case may be.

Class B Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class C Notes, the Class D Notes and the Class J Notes and shall benefit from 16.91% of subordination of the Class C Notes, the Class D Notes and the Class J Notes, as the case may be.

Class C Notes will rank pari passu and pro rata without preference or priority amongst themselves and in priority to the Class D Notes and the Class J Notes and shall benefit from 12.01% of subordination of the Class D Notes and the Class J Notes, as the case may be.

Class D Notes will rank pari passu and pro rata without preference or priority amongst themselves and in priority to the Class J Notes and shall benefit from 5.76% of subordination of the Class J Notes, as the case may be.

Class J Notes will rank pari passu and pro rata without preference or priority amongst themselves and shall not benefit from the subordination of any other class of Notes.

The subordination rules among the different Classes of Notes are established in the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, in accordance with sections 3.4.7.2 and 3.4.7.3 of the Additional Information, respectively.

In addition to the above, payments on the Notes are subordinated to payments of certain fees, costs and expenses payable to other creditors and certain third parties.

There is no certainty that these subordination rules shall protect any Class of Notes from the risk of loss.

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

As described in Risk Factor 1.3.1 (*Risk resulting from the macroeconomic, geopolitical and climate conditions*), inflation rates, both in Spain and in the rest of the European Union, reached in the past two years levels not seen since 1993. Against this background of higher inflation rates, the world's main central banks tightened their monetary policy by increasing interest rates. In July 2022, the European Central Bank (the "ECB") announced the first increase in interest rates in the last eleven (11) years and proceeded to increase them again in numerous occasions leading to the reference rate to stand at 4.50% at the end of 2023 until the first recent decrease indicated below.

The impact of monetary policy tightening, together with the fading impacts of past supply shocks and the easing of cost pressures, has led to a progressive reduction in the inflation rates. According to the last report "*ECB staff macroeconomic projections for the Euro area – September 2024*", annual average headline HICP inflation is expected to decline from 5.4% in 2023 to 2.5% in 2024, 2.2% in 2025 and 1.9% in 2026. In particular, in Spain, according to the "*Bank of Spain's Macroeconomic projections for the Spanish economy – September 2024*", the HICP inflation rate (which averaged 3.4% in 2023) will decrease to 2.9% in 2024, 2.1% in 2025 and 1.8% in 2026.

In this scenario, during the year 2024, the ECB's governing council has decided to lower the three key ECB interest rates twice (in July 2024 and in September 2024). Accordingly, the interest rate on the main refinancing operations and the interest rates on the marginal lending facility and the deposit facility have been decreased to 3.65%, 3.90% and 3.50%, respectively. However, further increases cannot be ruled out at forthcoming meetings if inflation does not return to its 2% medium-term target in a timely manner, given the ECB's determination to fulfil its mandate to control inflation rates.

As described in Risk Factor 2.1.1 (*Interest rate risk*), the Notes accrue a periodic coupon (monthly) composed of a floating reference rate (1-month EURIBOR) plus a constant spread. Given the monthly repricing frequency of the Notes, the impact on the price in the event of further increases in interest rates shall be lower than that of similar securities with a fixed or floating rate structure with a lower repricing frequency. In fact, the greater impact on the price of the Notes mainly derived from to the relationship between the fixed spread of the Notes and the discount margin (i.e., the margin of return against the value of the benchmark so that floating rate instruments are priced at par on each of the interest rate reset dates).

Therefore, when the discount margin is greater than the fixed spread of the Notes, the price of the Notes will trade at a discount, i.e., below their nominal value.

For illustration purposes, as detailed in section 4.10 of the Securities Note, the weighted average interest rate of the Notes is equal to 4.55% as of 3 October 2024 (assuming a 1-month EURIBOR rate of 3.33% on 3 October 2024) and the weighted average spread is 1.41%.

Taking into account the evolution of the variables mentioned in the preceding paragraphs (inflation rate, level of interest rates, etc.), among others, the internal rate of return (IRR) of the Notes could differ from that detailed in section 4.10 of the Securities Note of this Prospectus.

In addition, it is important to highlight the effect that higher inflation rates may have on the real return for investors, given that, inflation rates higher than the return on the Notes may entail the dilution of the real gains for investors.

### **1.2.3. Yield and duration risk**

Calculation of the yield (internal rate of return) of the Notes of each Class is subject, among other things, to the assumed Receivable delinquency rate, which may not materialise. Calculation of the average life and duration of the Notes of each Class is subject to the repayment of amounts due by the Obligors under the Notes and also, among other things, the assumed Receivable prepayment rates, which may not materialise. Receivable repayment performance is influenced by a number of economic and social factors such as market interest rates, the Obligors' financial circumstances and the general level of economic activity, impairing their predictability.

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

Yield to maturity of a Class of Notes may also be affected if the Seller repurchases Receivables from the Securitised Portfolio as the payment received by the Issuer pursuant to such repurchase will have the same effect as a prepayment of such Receivable. The Seller has an obligation to repurchase Receivables if, among other things, there has been a breach of the representations and warranties set forth in section 2.2.8 of the Additional Information and the Seller also has an option to repurchase Defaulted Receivables as described further in section 2.2.9 of the Additional Information.

The Revolving Period is the period commencing on the Incorporation Date (excluded) and ending on the earlier of: (a) the Specified Revolving Period End Date; (b) the date of occurrence of an Early Amortisation Event; or (c) on the date of approval of an Enforcement Resolution by the Meeting of Creditors. If an Early Amortisation Event or an Event of Default occurs, then the Revolving Period will terminate earlier than expected. Any of the above will result in the Noteholders receiving payments of principal under the Notes earlier than expected.

To prevent the early redemption of the Notes during the Revolving Period, new Receivables must be generated. The generation of new Receivables is affected by the Seller's ability to compete in the industry environment from time to time and by obligors changing borrowing and payment patterns. If there is a decline in the generation of new Receivables, the Noteholders may receive payments of principal under the Notes earlier than expected and may not be able to reinvest at a similar rate of return. In particular, if the conditions for the purchase of Receivables by the Issuer are not met or there are no Receivables available for the Seller to sell to the Issuer during the Revolving Period, or there are fewer Receivables

sold to the Issuer during the Revolving Period than there are funds available for that purpose in the Pre-Funding Reserve Fund after using Principal Available Funds applied in accordance with, or retained in the Transaction Account pursuant to, item (2) of the Revolving Period Principal Priority of Payments for that purpose, then the Issuer will not be able to purchase such Receivables or, as the case may be, fully utilise the amounts standing to the credit of the Pre-Funding Reserve Fund during the Revolving Period for that purpose, which may result in:

- (a) if the amount standing to the credit of the Pre-Funding Reserve Fund as at the sixth Payment Date exceeds €500,000, that full amount being applied to the redemption of each outstanding Class of Notes *pari passu* and *pro rata* according to their respective Principal Amounts Outstanding on that Payment Date prior to the application of Principal Available Funds in accordance with the applicable Priority of Payments on that Payment Date; or
- (b) if the amount standing to the credit of the Pre-Funding Reserve Fund as at the sixth Payment Date is equal to or less than €500,000, that full amount being applied as Principal Available Funds in accordance with the applicable Priority of Payments on that Payment Date,

which may lead to a reduction in the weighted average life of the Notes.

#### **1.2.4. Interest deferral**

To the extent that funds available to the Issuer to pay the Notes Interest Amount due and payable under the Notes of any Class (other than the Most Senior Class of Notes) on a Payment Date are insufficient to pay the full amount of such Notes Interest Amount, payment of the shortfall in respect of such Notes Interest Amount ("**Deferred Interest**") will not then fall due but will instead be deferred until the first Payment Date thereafter on which funds are available to the Issuer to fund the payment of some or all of the Deferred Interest, and will fall due on such Payment Date to the extent of such available funds. Such Deferred Interest will not accrue interest.

Interest due and payable on the Most Senior Class of Notes may not be deferred. See also risk factor– "*Subordination risk*" above.

Holders of Notes which are not the Most Senior Class of Notes may therefore not receive payments of interest or there may be a delay in receiving interest if there are insufficient funds available to the Issuer on a Payment Date.

#### **1.2.5. Notes Euroeligibility risk**

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



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

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

#### **1.2.6. Early redemption of the Notes upon exercise of Seller's Call Options**

The Seller may exercise any of the Seller's Call Options (upon the occurrence of a Clean-Up Call Event, a Tax Change Event or the exercise by the Issuer of its Call Option) and instruct the Management Company to carry out the Early Liquidation of the Fund and the Early Redemption of the Notes in whole (but not in part), in accordance with section 4.4.3.2 of the Registration Document.

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

Any of the Seller's Call Options can only be exercised by the Seller to the extent that the Repurchase Early Liquidation Amount together with the rest of available funds considering the Post-Enforcement Priority of Payments contemplated in section 3.4.7.3 of the Additional Information are sufficient to redeem the Rated Notes in whole at par together with all accrued but unpaid interest thereon.

Consequently, any potential investor in the Class J Notes should be aware that the exercise of the Seller's Call Options may result in the Principal Amount Outstanding of Class J Notes not being totally or partially redeemed.

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

No assurance is provided that, upon the occurrence of any of the relevant events or circumstances enabling the Seller to exercise any of the Seller's Call Options, the Seller will exercise the right to instruct the Management Company to carry out the Early Liquidation of the Fund and the Early Redemption of the Notes.

#### **1.2.7. Risk relating to benchmarks and the hedging agreement**

The interest payable on the Notes and the payments to be made in respect of the Interest Rate Swap Agreement are determined by reference to Euro Interbank Offered Rate ("EURIBOR"), the calculation and determination of which is subject from 1 January 2018 to Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (as amended from time to time, the "**Benchmark Regulation**") published in the Official Journal of the EU on 29 June 2016, which entered into force on 30 June 2016 and is applied from 1 January 2018.



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

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

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

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

As provided in section 4.8.5 of the Securities Note, changes in the manner of administration of EURIBOR could result in the base rate on the Notes changing from EURIBOR to an Alternative Base Rate under certain circumstances (broadly related to EURIBOR dysfunction or discontinuation). This Alternative Base Rate, subject to certain conditions being satisfied will be implemented in substitution of EURIBOR or the then current Reference Rate, as the new Reference Rate applicable of the Notes, unless that Noteholders representing at least 10 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes do not consent to the Base Rate Modification. If such circumstance arises, then the proposed Base Rate Modification will not be implemented and, therefore, the Reference Rate applicable to the Notes will be equal to the last Reference Rate available on the relevant applicable screen rate pursuant to section 4.8.5 of the Securities Notes, unless an Ordinary Resolution is passed in favour of such proposed Base Rate Modification in accordance with section 4.11 of the Securities Note by each Class of Noteholders.

Any of the above changes could have a material adverse effect on the value of and return on the Notes and shall apply to the Interest Rate Swap Agreement for the purpose of aligning the base rate of the Interest Rate Swap Agreement to the Reference Rate of the Notes following these changes unless the Swap Counterparty decides not to accept the Alternative Base Rate, and the Fund or the Swap Counterparty decides to early terminate the Interest Rate Swap Agreement as a consequence of a Base Rate Modification in accordance with the Interest Rate Swap Agreement.

For further information on the potential consequences arising from an early termination of the Interest Rate Swap Agreement, please refer to Risk Factors 2.1.1 (*Interest Rate Risk*).

If the Swap Counterparty after using reasonable efforts to agree actions and amendments to align to the Alternative Base Rate, is unable to adhere to Alternative Base Rate and neither

the Fund nor the Swap Counterparty decides to early terminate the Interest Rate Swap Agreement, the Reference Rate applicable to the Notes shall be different to the floating rate applicable under the Interest Rate Swap Agreement, and taking into consideration that the Fund may in certain circumstances depend upon payments made by the Swap Counterparty in order to have sufficient Interest Available Funds to make payments of interest on the Notes, the Interest Available Funds may be insufficient and the Noteholders may experience delays and/or reductions in the payments of interest due to them.

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

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

### **1.3. Risks related to economic environment**

#### **1.3.1. Risk resulting from the macroeconomic, geopolitical and climate conditions**

Numerous factors are currently affecting or may continue to affect the economy and the financial markets in the coming months or years, having economic and financial repercussions. European financial markets have experienced volatility and have been adversely affected by concerns over economic contraction in certain EU member states and rising government debt levels. General trends in consumer and commodity prices characterised by high inflation, corresponding trends in wages, and, as discussed below, the evolution of monetary policy and interest rates (these elements being affected by the above-mentioned factors) are additional factors that may have an adverse effect on the ability of consumers and businesses to repay or refinance their existing debt, including the Obligors.

In this scenario, the euro area economy recovered at the start of 2024, with a boost from net trade and rising household spending. This, together with gradually increasing confidence, would underpin a consumption-driven recovery. However, the impulse from consumption is somewhat weaker than expected, with incoming data and recent surveys pointing to still subdued consumer confidence and elevated household saving intentions. Recent data on business investment also suggest weaker growth momentum. Domestic demand will nevertheless be supported by past monetary policy tightening effects wearing off and an assumed continued easing of financing conditions, in line with market expectations of the future path of interest rates. In addition, a projected rise in foreign demand supports the outlook for euro area exports. The labour market is seen as remaining resilient, with the unemployment rate expected to stay at historically low levels. Overall, according to the last report "*ECB staff macroeconomic projections for the Euro area – September 2024*", annual average real gross domestic product ("**GDP**") growth is expected to be 0.8% in 2024 and to reach 1.3% in 2025 and 1.5% in 2026. As for Spain, Spanish GDP is projected to grow by 2.8%, 2.2% and 1.9% in 2024, 2025 and 2026, respectively (*Bank of Spain's Macroeconomic projections for the Spanish economy – September 2024*).

Headline inflation is projected to increase somewhat in the last quarter of 2024, before declining further to the inflation target by the end of 2025. This reflects an easing of cost pressures, including from the labour side, and the lagged impact of past monetary policy tightening. Overall, annual average headline HICP inflation is expected to decline from 5.4% in 2023 to 2.5% in 2024, 2.2% in 2025 and 1.9% in 2026 (*ECB staff macroeconomic projections for the Euro area – September 2024*).

However, growing geopolitical tensions, amongst others, in Eastern Europe (particularly, in Ukraine) and in the Middle East (particularly in Israel, in the Red Sea and in the Bab-el-

Mandeb strait), may add pressure to global supply chains, which could potentially have negative effects on world trade and hinder economic growth.

Additionally, the physical effects of climate change along with regulations designed to mitigate its negative impacts will have a measurable impact on communities and the economy. In particular, this risk derives from (i) climate change resulting from severe weather events and systemic issues such as rising sea levels, (ii) transition events, which arise as society adjusts towards a low-carbon future, (iii) changes in policy, regulation and technology, (iv) exposure to legal and reputational risks due to changing stakeholder expectations related to action or inaction in addressing climate-related risks, and (v) potential divergence among regulators in disclosure expectations, coupled with the pace at which the regulatory landscape changes.

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

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

### **2.1. Risks related to the Issuer's nature, financial situation or activity**

#### **2.1.1. Interest rate risk**

The assets of the Fund will be made up of the Receivables representing the economic rights in the Credits selected from among those comprising the Preliminary Portfolio. In this regard, the Receivables comprising the Preliminary Portfolio, other than those which do not bear interest, accrue interest at a fixed rate (whether non-Synthetic Receivables or Synthetic Receivables). None of the Receivables yields at a variable rate.

On the other hand, the liabilities of the Fund will consist mainly of the Notes, which will accrue interest by reference to (i) an annual nominal floating interest rate, with respect to the Rated Notes, and (ii) an annual nominal fixed interest rate, with respect to the Class J Notes.

Therefore, the Issuer is subject to the risk of mismatch between the fixed rates of interest payable on the Receivables (other than those which do not bear interest) and the variable interest rate payable in respect of the Notes (other than the Class J Notes), which is mitigated (but not eliminated) by the Interest Rate Swap Agreement.

For illustrative purposes, the weighted average interest rate of (i) the Notes is equal to 4.55% as of 3 October 2024 (assuming a 1-month EURIBOR rate of 3.33% on 3 October 2024); and (ii) the Weighted Average Yield of the Initial Receivables is 14.4% as of 31 August 2024.

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

In order to protect the Fund from a situation where EURIBOR increases to such an extent that the Collections are not sufficient to cover the Fund's obligations under the Notes, the Fund

will enter into one or more interest rate swap transactions (jointly, the “**Swap Transaction**”) governed by a 2002 ISDA Master Agreement (the “**Interest Rate Swap Agreement**”) with Banco Santander, S.A. (the “**Swap Counterparty**”), which shall at all times be (or its credit support provider shall at all times be) an institution rated in accordance with the provisions of the Interest Rate Swap Agreement, to hedge the Notes against potential future increase of 1-month EURIBOR above the fixed interest rate applicable under the Credits.

Accordingly, the Issuer may in certain circumstances depend upon payments made by the Swap Counterparty in order to have sufficient Interest Available Funds available to make payments of interest on the Notes. If the Swap Counterparty fails to pay any amounts when due under the Interest Rate Swap Agreement, the Fund will be exposed to interest rate risk in the event of any potential increase of 1-month EURIBOR. Therefore, unless one or more comparable interest rate swap agreements are entered into by the Fund, the Interest Available Funds may be insufficient to make the payments under the Notes and the Noteholders may experience delays and/or reductions in the payments of interest due to them.

Furthermore, the Swap Transaction may be terminated by one party for various fault and non-fault based reasons. In the event that the Swap Transaction is terminated (for any reason), the Issuer will endeavour but cannot guarantee to find a replacement Swap Counterparty. If a replacement Swap Counterparty cannot be found or to the extent that the notional amount of any Swap Transaction in place is less than the Principal Amount Outstanding of the Notes, the Interest Available Funds may not be sufficient to pay interest on the Notes. In these circumstances, the Noteholders may experience delays and/or reductions in the interest payments to be received by them, and the Rated Notes may also be downgraded.

If the Interest Rate Swap Agreement is early terminated, then the Fund may be obliged to pay a termination amount (pursuant to Section 6(e) of the ISDA Master Agreement of the Interest Rate Swap Agreement) to the Swap Counterparty which may be based on the actual cost or market quotations provided by reference entities of the market of the cost of entering into an interest rate swap agreement similar to the Interest Rate Swap Agreement and the unpaid amounts on or prior to the early termination date. Except in certain circumstances (i.e., if the Swap Counterparty is a ‘Defaulting Party’), any termination payment due to the Swap Counterparty by the Fund will rank in priority to payments due on the Notes. In addition, any additional amounts required to be paid by the Fund as a result of the early termination of the Interest Rate Swap Agreement (including any extra costs incurred if the Fund cannot immediately enter into one or more, as appropriate, replacement interest rate swap agreements), may also rank in priority to payments due on the Notes. Therefore, this may affect the ability of the Issuer to make payments under the Notes.

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

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

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

### **2.1.3. Limitation of actions**

The Fund (devoid of legal personality) shall only bear liability to its obligations with its assets. Noteholders and other creditors of the Fund shall have no recourse whatsoever against

Obligors who have defaulted on their payment obligations under the Credits, or against the Seller. Any such rights shall lie with the Management Company, representing the Fund.

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

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

- (a) in the event of payment default of amounts due by the Fund resulting from the existence of Receivable default or prepayment;
- (b) breach by the Seller or the counterparties of their obligations under the corresponding Transaction Documents entered into by the Management Company for and on behalf of the Fund; or
- (c) shortfall of the credit enhancements to cover payment of the Notes.

## **2.2. Related to legal and regulatory risks**

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

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

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

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

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

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

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

## REGISTRATION DOCUMENT FOR ASSET-BACKED SECURITIES

(Annex 9 of the Prospectus Delegated Regulation)

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

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

Ms. Carmen Barrenechea Fernández, acting for and on behalf of INTERMONEY TITULIZACIÓN, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A., with business address at Príncipe de Vergara, 131, 3<sup>rd</sup> floor, 28002 Madrid (Spain), assumes responsibility for the information contained in this Registration Document.

Ms. Carmen Barrenechea Fernández acts in her capacity of director of the Management Company and exercises the powers that were expressly conferred to him for the incorporation of the Fund by the board of directors of the Management Company at its meetings held on 12 September 2024.

INTERMONEY TITULIZACIÓN, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A. is the promoter of the Fund and will be in charge of its legal administration and representation and the management and administration of the assets pooled in it.

#### **1.2. Statement granted by those responsible for the Registration Document**

Ms. Carmen Barrenechea Fernández declares that, to the best of his knowledge, the information contained in this Registration Document is in accordance with the facts and does not omit anything likely to affect its import.

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

No statement or report is included in this Registration Document.

#### **1.4. Information provided by a third party**

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

#### **1.5. Competent authority approval**

- (a) This Prospectus (including this Registration Document) has been approved by the CNMV as the Spanish competent authority under the Prospectus Regulation.
- (b) The CNMV has only approved this Prospectus (including this Registration Document) as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation.
- (c) The abovementioned approval should not be considered as an endorsement of the Fund whose characteristics are described in this Prospectus.



## **2. STATUTORY AUDITORS**

### **2.1. Name and address of the Fund's auditors**

#### **2.1.1. Auditors**

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

The board of directors of the Management Company, at its meetings held on 12 September 2024, appointed Deloitte, as auditor of the Fund for an initial period of three (3) years (i.e., 2024, 2025 and 2026). The details of Deloitte are included in section 3.1.10 of the Securities Note.

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

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

#### **2.1.2. Accounting standards**

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

The financial year of the Fund will coincide with the calendar year, starting on 1 January and ending on 31 December. However, as an exception, the first financial year will start on the Incorporation Date and will end on 31 December 2024, and the last financial year of the Fund will end on the date on which the Fund is scheduled to expire.

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

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

## **3. RISK FACTORS**

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

## **4. INFORMATION ABOUT THE ISSUER**

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

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



- (a) acquiring the Receivables assigned by the Seller; and
- (b) issuing the Notes.

The net equity of the Fund will be made up of open-end revolving assets and closed-end liabilities. Its assets shall comprise the Initial Receivables to be acquired on the Incorporation Date and the Additional Receivables which may be acquired on each Purchase Date during the Revolving Period (which will end on the Payment Date falling in September 2026 (included), unless the Revolving Period is early terminated, as provided in section 4.9.5 of the Securities Note).

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

The Fund will be incorporated under the name of PEPPER IBERIA CONSUMER 2024, FONDO DE TITULIZACIÓN in accordance with Spanish laws and, in order to identify it, the following names may also be used, without distinction:

PEPPER IBERIA CONSUMER 2024, FT

PEPPER IBERIA CONSUMER 2024, F.T.

FT PEPPER IBERIA CONSUMER 2024

FONDO DE TITULIZACIÓN PEPPER IBERIA CONSUMER 2024

The Issuer's LEI Code is 959800WGLKNCLN3H7815 and the Issuer's Spanish tax identification number is V-19784396.

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

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

This Prospectus was registered with the official registers of CNMV on 8 October 2024.

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

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

##### **4.4.1. Incorporation Date**

It is expected that the execution of the public deed (*escritura pública*) of incorporation of the Fund and issue of the Notes (the "**Deed of Incorporation**") and, thus the incorporation date of the Fund will take place on 9 October 2024 (the "**Incorporation Date**"). The Deed of Incorporation will be drafted in the Spanish language.

The Deed of Incorporation of the Fund may be amended in accordance with the provisions of article 24 of Law 5/2015, i.e.: if the Management Company has the approval of the Meeting of Creditors. However, such approval will not be necessary if, in the opinion of the CNMV, the proposed amendments are of minor relevance, which the Management Company will be responsible for documenting and evidencing.

Once CNMV verifies the compliance of the legal requirements for the amendment of the Deed of Incorporation, the Management Company will execute the relevant public deed of

amendment (*escritura pública de novación*) and file an authorised copy with CNMV for registration in its official registers. Any amendment to the Deed of Incorporation will be communicated by the Management Company to the Rating Agencies and published by the Management Company in accordance with the provisions set forth in section 4 of the Additional Information.

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

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

#### **4.4.2. Period of activity of the Fund**

It is expected that the Fund runs from the Incorporation Date until the Legal Maturity Date of the Fund, i.e., the Payment Date falling in April 2037 (subject to the Modified Following Business Day Convention), unless the Fund is early liquidated or cancelled in accordance with the provisions set out in sections 4.4.3 and 4.4.4 below.

#### **4.4.3. Early Liquidation of the Fund**

The Fund is subject to two categories of events under which the Management Company will carry out an Early Liquidation of the Fund:

- (a) the Mandatory Early Liquidation Events (described in section 4.4.3.1 below) and
- (b) the Optional Early Liquidation Events (described in section 4.4.3.2 below).

##### **4.4.3.1. Mandatory early liquidation of the Fund**

###### Mandatory Early Liquidation Events

The Management Company shall carry out the early liquidation of the Fund (the "**Early Liquidation of the Fund**") and, thus, the early redemption of the Notes (the "**Early Redemption of the Notes**") on the Payment Date following the occurrence of any of the events described below (the "**Mandatory Early Liquidation Events**"):

- (a) if, as stated in article 33 of Law 5/2015, four (4) months have elapsed since the occurrence of an event giving rise to the mandatory replacement of the Management Company due to a declaration of insolvency thereof without a new management company having been found that is prepared to take over management of the Fund and that is appointed pursuant to section 3.7.2 of the Additional Information; or
- (b) in the event of revocation of the authorisation of the Management Company, without a new management company having been found that is prepared to take over management of the Fund and that is appointed pursuant to section 3.7.2 of the Additional Information; or
- (c) if the Meeting of Creditors approves the Early Liquidation of the Fund with the relevant majority.

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

*Pre-emptive right of the Seller to acquire the Receivables*

Upon the occurrence of any of the Mandatory Early Liquidation Events, the Seller will have the right, but not the obligation, to repurchase the outstanding Receivables at the time of Early Liquidation of the Fund that, for clarification purposes should match with a Payment Date, at a price equal to the aggregate of (the "**Repurchase Early Liquidation Amount**"):

- (a) in respect of each Receivable which is not a Synthetic Receivable, the Principal Balance thereof at the end of month prior to the Early Liquidation Date;
- (b) in respect of each Receivable which is a Synthetic Receivable, the Synthetic Principal Balance thereof at the end of month prior to the Early Liquidation Date; and
- (c) any documented expenses incurred by the Fund in connection with the disposal of such Receivables, together with the Periodic Finance Charges accrued and not paid on the Early Liquidation Date.

In the event that there were Receivables purchased after the end of month prior to the relevant Payment Date, the amount corresponding to their purchase price at the time they were assigned to the Fund will be added to the Repurchase Early Liquidation Amount. Any Collections which are received by the Issuer after the repurchase cut-off date in respect of any Receivables repurchased by the Seller shall be returned by the Issuer to the Seller or netted against the Repurchase Early Liquidation Amount.

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

Upon receiving such notification, the Seller will have a period of fifteen (15) Business Days from the date on which it receives such notification to communicate to the Management Company its decision to repurchase or not the Receivables at the Repurchase Early Liquidation Amount.

If the Seller confirms its decision to repurchase the Receivables, the transfer of the Receivables to the Seller must be completed in the following Payment Date from the date on which the Seller communicates such decision provided that the Seller is able to transfer the Repurchase Early Liquidation Amount at least two days before the related Payment Date.

The Repurchase Early Liquidation Amount shall be paid by the Seller to the Fund by crediting the Transaction Account and shall form part of the Post-Enforcement Available Funds to be applied in accordance with the Post-Enforcement Priority of Payments as set out in section 3.4.7.3 of the Additional Information.

Conversely, if the Seller decides not to exercise its pre-emptive right, the Management Company shall sell the Receivables in accordance with the provisions below.

For the avoidance of doubt, under no circumstances will the Seller pre-emptive right imply an obligation or undertaking to repurchase the Receivables.

*Sale of the Receivables to third parties*

In case the Seller decides not to exercise its pre-emptive right to repurchase the Receivables in accordance with the provisions of the preceding section, the Management Company shall request legally binding bids from at least three (3) entities at its sole discretion among those active in the purchase and sale of similar assets.

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

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

The Seller shall have a right acquire the Receivables at a price equal to the highest bid made by the third party, therefore having priority over such third party in acquiring the Receivables. In order for the Seller to exercise such additional right to match, the Management Company shall notify the Seller of the terms and conditions (including, without limitation, the price, form of payment and conditions of the transfer) of the highest bid received for the Receivables from the entities mentioned above.

The Seller will then have a period of fifteen (15) Business Days from the date on which it receives the notification from the Management Company to communicate its decision to repurchase or not the Receivables and to communicate the terms of its offer. The offer of the Seller must in any case match the highest bid made by third parties and the transfer of the Receivables must be completed (including payment of the purchase price) as soon as reasonably practicable from the date on which the Seller communicates such decision.

In the event that the Seller does not exercise its right to match the highest bid, the Management Company shall accept the highest bid received from the above-referred third parties for the Receivables and will complete the sale of the Receivables in accordance with the procedure set out in the bidding process.

If no relevant offer is received from any third parties, then the Receivables shall remain as assets of the Fund, without prejudice to the possibility of the Management Company to start a new bidding process for the sale of the Receivables.

The Management Company and the relevant third party shall complete the sale of the Receivables in accordance with the procedure set out in the bidding process.

The purchase price of the Receivables shall be paid by the relevant third party to the Fund by crediting the Transaction Account and shall form part of the Post-Enforcement Available Funds to be applied in accordance with the Post-Enforcement Priority of Payments as set out in section 3.4.7.3 of the Additional Information.

#### Common provisions

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

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

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

For the purposes of this section:

"**Synthetic Receivable**" means a Point of Sale Facility arising under a UPL Agreement in respect of which, irrespectively of any interest rate payable by the Obligor, either (i) the yield comprises a discount made to the relevant merchant or there have been Transaction Fees and/or Periodic Finance Charges financed as part of the Principal Balance or (ii) the original

principal amount is reduced on the origination date by payment by the relevant Obligor of an initial amount, or (iii) a combination of (i) and (ii).

**"Principal Balance"** means in respect of a Receivable which is not a Synthetic Receivable, the principal balance of such Receivable (being that portion that does not relate to Finance Charge Receivables) and in relation to a Synthetic Receivable, shall mean the Synthetic Principal Balance.

**"Principal Collections"** means an amount equal to the portion of Collections from non-Defaulted Receivables not attributable to Finance Charge Receivables, as determined by the Servicer.

**"Finance Charge Collections"** means Collections and other monies in respect of Finance Charge Receivables and shall also include Recoveries **provided, however, that** the amount of Finance Charge Collections shall be reduced for the purposes of any calculation hereunder on any date of determination by the amount of any incorrect payments previously incorrectly allocated as Finance Charge Collections which are to be repaid on such date of determination.

**"Finance Charge Receivables"** means, (i) in relation to Receivables which are not Synthetic Receivables, any compulsory amounts or charges owed by the Obligors, relating to Transaction Fees and Periodic Finance Charges, and (ii) in relation to Synthetic Receivables shall mean an amount equal to the aggregate amount of the Receivables payable under the relevant UPL Agreement less the Synthetic Principal Balance.

**"Transaction Fees"** means all fees as specified in the UPL Agreement applicable to each Receivable.

**"Periodic Finance Charges"** means, in respect of a Designated Agreement, the finance charges (due to periodic rate) or any similar term as specified or defined in such Designated Agreement.

**"Synthetic Principal Balance"** means in relation to a Synthetic Receivable:

- (a) on the date of the relevant Purchase Offer, the amount identified as such in the relevant Purchase Offer; and
- (b) on any date of determination, the amount identified in the Servicer's records on such date,

in each case calculated pursuant to the French amortisation method ("*método de amortización francés*") and by reference to the Synthetic Interest Rate in relation to such Synthetic Receivable.

**"Synthetic Interest Rate"** means, in relation to each Synthetic Receivable, the annual interest rate for the relevant Synthetic Receivable, being the implicit interest rate (*tipo de interés implícito*) which would be earned on such Synthetic Receivable assuming that the total amount payable in respect of principal under such Synthetic Receivable is equal to:

- (a) the total amount repayable by the Obligor under such Synthetic Receivable; minus
- (b) the discount made to the relevant merchant or any fees or costs financed as part of the balance of such Synthetic Receivable.

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

##### Optional Early Liquidation Events

The Seller will have the option (but not the obligation) at its own discretion to instruct the Management Company to carry out the Early Liquidation of the Fund and the Early Redemption of the Notes in whole (but not in part) and hence repurchase all outstanding Receivables in any of the following instances (the "**Optional Early Liquidation Events**" and, together with the Mandatory Early Liquidation Events, the "**Early Liquidation Events**").

The Optional Early Liquidation Events described below can only be exercised by the Seller to the extent that the Repurchase Early Liquidation Amount together with the rest of Post-Enforcement Available Funds considering the Post-Enforcement Priority of Payments contemplated in section 3.4.7.3 of the Additional Information are sufficient to redeem the Rated Notes in whole at par together with all accrued but unpaid interest thereon.

##### (a) Clean Up Call Option

The Seller has the option to instruct the Management Company to carry out the Early Liquidation of the Fund and the Early Redemption of the Notes in whole (but not in part) and hence repurchase all outstanding Receivables on any Payment Date (a "**Clean Up Call Option Date**") where the aggregate Principal Amount Outstanding of the Rated Notes is less than or equal to 20 per cent. of the aggregate Principal Amount Outstanding of the Rated Notes upon issue (the "**Clean Up Call Event**") (the right to repurchase the Receivables under these circumstances, the "**Clean Up Call Option**").

The repurchase price payable by the Seller to the Fund in consideration for the sale of the Receivables shall be equal to the Repurchase Early Liquidation Amount.

The Clean Up Call Option can only be exercised by the Seller provided that:

- (i) The Repurchase Early Liquidation Amount (together with any amounts then standing to the credit of the Transaction Account and any other funds available to the Fund) must at least equal an amount that is sufficient to (I) redeem the Rated Notes then outstanding in full together with accrued and unpaid interest on such Notes, (II) pay amounts required under the Post-Enforcement Priority of Payments to be paid in priority to or *pari passu* with the Notes on the Early Liquidation Date; and (III) pay any other costs associated with the exercise of the Clean Up Call Option.
- (ii) No Enforcement Resolution has been approved prior to the Early Liquidation Date.

##### (b) Call Option

The Seller has the option to instruct the Management Company to carry out the Early Liquidation of the Fund and the Early Redemption of the Notes in whole (but not in part) and hence repurchase all outstanding Receivables on the Call Option Date (i.e., the Payment Date falling in March 2028) or any Payment Date thereafter (the "**Call Option Completion Date**") (the "**Call Option**").

The repurchase price payable by the Seller to the Fund in consideration for the sale of the Receivables shall be equal to the Repurchase Early Liquidation Amount.

The Call Option can only be exercised by the Seller provided that:

- (i) The Repurchase Early Liquidation Amount (together with any amounts then standing to the credit of the Transaction Account and any other funds available

to the Issuer) must at least equal an amount that is sufficient to (I) redeem the Rated Notes then outstanding in full together with accrued and unpaid interest on such Notes, (II) pay amounts required under the Post-Enforcement Priority of Payments to be paid in priority to or *pari passu* with the Notes on the Early Liquidation Date; and (III) pay any other costs associated with the exercise of the Call Option.

- (ii) No Enforcement Resolution has been approved prior to the Early Liquidation Date.

(c) Tax Change Call Option

The Seller has the option to instruct the Management Company to carry out an Early Liquidation of the Fund and the Early Redemption of the Notes in whole (but not in part) and hence repurchase all outstanding Receivables at any time if a Tax Change Event occurs (the right to repurchase the Receivables under these circumstances, the "**Tax Change Call Option**").

The Tax Change Call Option can only be exercised by the Seller provided that:

- (i) The Repurchase Early Liquidation Amount (together with any amounts then standing to the credit of the Transaction Account and any other funds available to the Issuer) must at least equal an amount that is sufficient to (I) redeem the Rated Notes then outstanding in full together with accrued and unpaid interest on such Notes, (II) pay amounts required under the Post-Enforcement Priority of Payments to be paid in priority to or *pari passu* with the Notes on the Early Liquidation Date; and (III) pay any other costs associated with the exercise of the Tax Change Call Option;
- (ii) No Enforcement Resolution has been approved prior to the Early Liquidation Date; and
- (iii) a legal opinion (in form and substance satisfactory to the Management Company, acting in the name and on behalf of the Fund) issued from a firm of lawyers in the applicable jurisdiction, opining on the relevant change in Tax law (or the application of the official interpretation of Tax law) and confirming that a Tax Change Event has occurred.

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

Early Liquidation Procedure

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

- (a) The Management Company shall immediately notify in writing to the Seller as soon as it is aware that a Clean Up Call Event or a Tax Change Event has occurred or will occur on the following Payment Date.
- (b) The Management Company shall calculate the Repurchase Early Liquidation Amount to be paid in consideration of the repurchased Receivables.
- (c) The Seller shall provide written notice to the Management Company and the Rating Agencies of its intention to exercise the relevant Seller's Call Option at least sixty (60) Business Days prior to the Early Liquidation Date; and
- (d) the Management Company shall then inform the Noteholders and the Swap Counterparty by publishing the appropriate insider information (*información privilegiada*) or other relevant information (*otra información relevante*) with CNMV within the following deadlines:
  - (i) upon exercise of the Clean Up Call Option or the Call Option, not less than fifteen (15) nor more than thirty (30) calendar days in advance of the Early Liquidation Date; and
  - (ii) upon exercise of the Tax Change Call Option, not more than sixty (60) nor less than thirty (30) calendar days in advance of the Early Liquidation Date.

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

Upon exercise by the Seller of any of the Seller's Call Options, the transfer of the Receivables to the Seller must be completed as soon as reasonably practicable from the date on which the Seller communicates such decision and in no event later than the Early Liquidation Date.

The Repurchase Early Liquidation Amount shall be paid by the Seller to the Fund by crediting the Transaction Account and shall form part of the Post-Enforcement Available Funds to be applied in accordance with the Post-Enforcement Priority of Payments as set out in section 3.4.7.3 of the Additional Information.

#### **4.4.4. Cancellation of the Fund**

Cancellation of the Fund shall take place:

- (a) upon full repayment of the Receivables pooled therein;
- (b) upon full repayment of all the obligations of the Fund towards its creditors;
- (c) upon completion of the Early Liquidation process established in section 4.4.3.1 and 4.4.3.2 above;
- (d) upon reaching the Legal Maturity Date;
- (e) if the provisional credit ratings of the Rated Notes are not confirmed as final by the Rating Agencies on or prior to the Disbursement Date (unless such provisional ratings are upgraded);
- (f) if the Management, Placement and Subscription Agreement is fully terminated in accordance with the provisions of section 4.2.3 of the Securities Note on or prior to the Disbursement Date;



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

- (g) in the event that the Notes are not fully disbursed on the Disbursement Date.

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

#### **4.4.5. Actions for the cancellation of the Fund**

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

- (a) Terminate or cancel the Transaction Documents that are not necessary for the liquidation of the Fund.
- (b) Carry out the Early Redemption of all the Notes for an amount equal to the Principal Amount Outstanding of the Notes on the Early Liquidation Date, plus accrued and unpaid interest from the last Payment Date to the Early Liquidation Date, less any tax withholding and free of any expenses for the Noteholder, all in accordance with the Post-Enforcement Priority of Payments as set out in section 3.4.7.3 of the Additional Information. All such amounts will, for all legal purposes, be deemed liquid, due and payable (*líquido, vencido y exigible*) on the Early Liquidation Date.
- (c) Apply all the amounts obtained from the sale of the Receivables and any other asset of the Fund, if any, towards payment of the various obligations, in the form, amount and order of priority established in the Post-Enforcement Priority of Payments described in section 3.4.7.3 of the Additional Information.
- (d) Once the Fund has been liquidated and all scheduled payments have been made pursuant to the Post-Enforcement Priority of Payments contemplated in section 3.4.7.3 of the Additional Information, if there is any remainder, such remainder will be for the benefit of the Seller as Seller's Variable Remuneration.

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

- (e) Within the calendar year from the liquidation of the Receivables and any other remaining assets of the Fund and the distribution of the available funds, or, if the Management Company deems it appropriate, within the first three (3) months of the following year, and always prior to the Legal Maturity Date, the Management Company will execute a deed (*acta*) before a notary public declaring: (i) the cancellation of the Fund as well as the grounds for such termination, (ii) the procedure followed for notifying the Noteholders and the CNMV, and (iii) the terms of the distribution of the Post-Enforcement Available Funds following the Post-Enforcement Priority of Payments provided for in section 3.4.7.3 of the Additional Information. In addition, the Management Company, on behalf of the Fund, will comply with any such further administrative steps as may be applicable at that time. The Management Company will submit such deed (*acta*) to the CNMV.

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

- (a) Terminate the incorporation of the Fund and the issue of the Notes.
- (b) Terminate the assignment of the Initial Receivables.
- (c) Terminate or cancel the Transaction Documents executed by the Management Company on behalf of the Fund.
- (d) Report the cancellation immediately to the CNMV, the Rating Agencies and the affected counterparties of the Fund.
- (e) Within one (1) month from the cancellation of the Fund, execute before a notary public a deed (*acta*) declaring the cancellation of the Fund and the grounds therefore, that shall be submitted to the CNMV, IBERCLEAR, AIAF and the Rating Agencies.

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

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

##### **4.5.1. Domicile of the Fund**

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

<i>Address:</i>	Príncipe de Vergara, 131, 3 <sup>rd</sup> Floor, 28002 Madrid, Spain
<i>LEI Code:</i>	959800WGLKNCLN3H7815
<i>NIF:</i>	V-19784396
<i>Website:</i>	<a href="http://www.imtitulizacion.com/">http://www.imtitulizacion.com/</a>

##### **4.5.2. Legal personality of the Fund**

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

The Fund will only be liable for its obligations vis-à-vis its creditors with its assets. The Fund is not subject to the Royal Legislative Decree 1/2020, of May 5, approving the recast of the Spanish Insolvency Law, as currently worded (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*) (as amended from time to time, and in particular, but not limited to, by Law 16/2022 of 5 September 2022 for the transposition of the Directive (EU) 2019/1023 of the European Parliament and of the Council, the "**Spanish Insolvency Law**").

The Fund will have no independent and separate compartments.

#### 4.5.3. Applicable legislation and country of incorporation

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

- (a) Law 5/2015 and its implementing provisions;
- (b) Law 6/2023 of 17 March on Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*) (as amended from time to time, the "**Securities Market Act**");
- (c) Royal Decree 814/2023 of 8 November on financial instruments, admission to trading, registration of securities and market infrastructures (*Real Decreto 814/2023, de 8 de noviembre, sobre instrumentos financieros, admisión a negociación, registro de valores negociables e infraestructuras de mercado*) (as amended from time to time, the "**Royal Decree 814/2023**"); and
- (d) other legal and regulatory provisions in force and applicable from time to time.

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

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

#### 4.5.4. Tax regime of the Fund

The tax regime applicable to the securitisation funds is contained in articles 7.1.h), 13.1 and 16 of Law 27/2014 of 27 November of Corporate Income Tax (*Ley 27/2014, de 27 de noviembre, del Impuesto sobre Sociedades*) ("**Law 27/2014**"); articles 8, 9 and 61.k) of Royal Decree 634/2015, of 10 July (*Real Decreto 634/2015, de 10 de julio, por el que se aprueba el Reglamento del Impuesto sobre Sociedades*) ("**CIT Regulation**"); article 20.One.18 of Law 37/1992, on Value Added Tax, of December 28 (*Ley 37/1992, de 28 de diciembre, del Impuesto sobre el Valor Añadido*) (the "**VAT Act**") modified by Law 28/2014, of November 27 and article 45.I.B).15 and 45.I.B).20.4 of the Revised Text of the Law on Transfer Tax and Stamp Duty approved by Royal Legislative Decree 1/1993, of 24 September (the "**Transfer Tax and Stamp Duty Act**"); general regulations regarding tax management and inspection courses of action and procedures and developing the common rules of tax application procedures, passed by Royal Decree 1065/2007, of 27 July (*Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por el Real Decreto 1065/2007, de 27 de julio*) ("**General Tax Regulations**"), articles 42, 43 and 44; Law 10/2014, of 26 June, on regulation, supervision and solvency of credit institutions (*Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de entidades de crédito*) ("**Law 10/2014**") and in particular, the First Additional Provision of such Law. The referred regulation essentially defines the following fundamental principles:

- (a) The Fund is exempt from the concept of "Capital Duty" (*Operaciones Societarias*) (article 45.I.B).20.4 of the Transfer Tax and Stamp Duty Act).
- (b) The incorporation and winding up of the Fund are either not subject or exempt from all the modalities of Transfer Tax and Stamp Duty (*Transmisiones Patrimoniales Onerosas y Actos Jurídicos Documentados*).

- (c) According to article 7.1.h) of Law 27/2014, the Fund is a taxpayer of the Corporate Income Tax. The Fund is subject to the general provisions of the Corporate Income Tax. The amount subject to this tax is calculated in accordance with the provisions of Section IV of Law 27/2014. The general rate in force is twenty-five per cent (25%).
- (d) In this regard, rule 13 of Circular 2/2016 sets forth the criteria through which securitisation funds must carry out the pertaining value adjustments resulting from drops in the value of the financial assets. Article 13.1 of Law 27/2014 states that, the "CIT Regulation", will govern the circumstances determining the deductibility of value adjustments made on account of losses in the value of debt securities valued at amortised cost and included in mortgage-backed securities funds and asset-backed securities funds.

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

- (e) As per Law 13/2023, of 24 May, which amends Law 58/2003, of 17 December, on the General Taxation in transposition of Council Directive (EU) 2021/514 of 22 March 2021, securitisation funds will no longer be excluded from the application of the financial expenses' limitation rule established in Article 16 of Law 27/2014. This implies that the Fund will be subject to the general interest-stripping rules foreseen in the preceding Article which limit the tax deductibility of net financial expenses, incurred by the Fund during a specific fiscal year, along with the related nuances with respect to its calculations and the functioning of such rule.
- (f) According to article 61.k) of the CIT Regulation, income from mortgage participating units, loans and other Receivables that constitute revenue items for the securitisation funds are not subject to withholding tax.
- (g) The Fund will be subject to VAT in accordance with the general VAT rules. The management services provided to the Fund by the Management Company will be exempt from VAT, pursuant to the provisions of article 20.One. 18 n) of the VAT Act.  
  
The input VAT borne by the Fund shall not be deductible for VAT purposes, but they shall be considered as a deductible expense for Corporation Tax Income purposes.
- (h) The issuance, subscription, transfer, redemption and repayment of the Notes, depending on whether the investor is a corporation for the purposes of Value Added tax, will be "not subject" or "exempt", according to each case, from Value Added Tax (article 20.1.18 of the VAT Act) and Transfer Tax/Stamp Duty (article 45.I.B.15 of the Transfer Tax and Stamp Duty Act).
- (i) The input VAT borne by the Fund shall not be deductible for VAT purposes but they shall be treated as a deductible expenses for CIT purposes. The assignment of the Receivables to the Fund is a transaction that is subject to but exempt from VAT in accordance with the provisions of article 20.One.18º e) of the VAT Act.
- (j) The assignment of the Receivables to the Fund is a transaction that is subject to but qualifies for an exemption from Value VAT, in accordance with the provisions of Article 20.One.18º e) of the VAT Act.

- (k) The assignment of the Receivables to the Fund is a transaction that is not subject to Transfer Tax. Likewise, it would not be subject to Stamp Duty as long as the requirements foreseen in article 31.2 of the Transfer and Stamp Duty Act are not fulfilled.
- (l) The Management Company, in the name and on behalf of the Fund, must comply with reporting obligations, amongst others, with those set out in the First Additional Provision of Law 10/2014. The procedure for complying with said reporting obligations is developed by articles 42, 43 and 44 of the General Tax Regulations, as amended from time to time.

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

Not applicable.

#### **4.7. EU Securitisation Regulation**

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

##### **4.7.1. Due diligence**

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

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

##### **4.7.2. Risk retention**

The Originator, as "originator" for the purposes of the EU Securitisation Regulation and the UK Securitisation Regulation, will undertake in the Deed of Incorporation and the Management, Placement and Subscription Agreement to retain, on an ongoing basis, a material net economic interest in the securitisation of not less than 5% in accordance with Article 6(1) of the EU Securitisation Regulation and Article 6(1) of the UK Securitisation Regulation by retaining the first loss tranche so that the retention equals in total not less than 5% of the nominal value of the securitized exposures (being the Class J Notes) in accordance with Article 6(3)(d) of the EU Securitisation Regulation, as supplemented by article 7 of the Commission Delegated Regulation (EU) 2023/2175 of 7 July 2023 on supplementing Regulation (EU) 2017/2402 of the European Parliament and of the Council with regard to regulatory technical standards specifying in greater detail the risk retention requirements for originators, sponsors, original lenders, and servicers (the "**Delegated Regulation 2023/2175**") and in accordance with Article 6(3)(d) of the UK Securitisation Regulation.

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

### 4.7.3. Transparency

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

In connection with the disclosure requirements of Article 7 of the UK Securitisation Regulation as in effect and applicable on the Incorporation Date, the Originator will make available to the noteholders and upon request, potential investors, the documents, reports and information necessary for such disclosure requirements and the Servicer will provide assistance to the Issuer in this regard pursuant to the terms of the transaction documents.

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

### 4.7.4. STS

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

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

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

## 5. BUSINESS OVERVIEW

### 5.1. Brief description of the Issuer's principal activities

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

- (a) to acquire a number of credit rights (the "**Receivables**") arising from Spanish unsecured consumer credits originated by the Seller in Spain and which will be assigned by the Seller to the Fund. See section 2.2 of the Additional Information (*Assets backing the Issue*) for further information on the Receivables; and
- (b) to issue asset-backed notes (the "**Notes**") the subscription proceeds of which will finance:
  - (i) with respect to the proceeds of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and part of the Class J Notes (the "**Class**

**J Notes Collateralised Portion**”), (x) the Initial Consideration of the Initial Receivables and (y) the set-up of the Pre-Funding Reserve Fund in an amount equal to €12,862,515.13; and

- (ii) with respect to part of the proceeds of the issue of the Class J Notes, (x) the set-up of the Cash Reserve Fund up to the Initial Cash Reserve Required Amount and (y) in an aggregate amount equal to TWO MILLION, TWO HUNDRED AND SEVENTY-ONE THOUSAND TWO HUNDRED AND FIFTY EUROS (€2,271,250) (the **“Class J Notes Expenses Portion”**) the initial expenses of the incorporation of the Fund and the issue of the Notes.

The amounts collected under the Credits from which the Receivables arise, both for interest (ordinary and default) and principal, together with any other amounts related to the Credits (as described in section 3.3.2 of the Additional Information) are allocated monthly, on each Payment Date, to (i) the payment of interest and repayment of principal of the Notes and (ii) the acquisition of Additional Receivables during the Revolving Period, in accordance with the relevant Pre-Enforcement Priority of Payments set forth in section 3.4.7 of the Additional Information.

In addition, the Fund, represented by the Management Company, will enter into a number of financial transactions and the provision of services in order to (i) consolidate the financial structure of the Fund, (ii) enhance the security or regularity in the payments of the Notes, (iii) partially cover any temporary mismatches in the scheduled principal and interest flows on the Receivables and the Notes and, in general, match the financial characteristics of the Receivables and the Notes.

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

**“Transaction Documents”** means the following documents: (i) Deed of Incorporation of the Fund; (ii) the Master Receivables Sale Agreement; (iii) the Paying Agency Agreement; (iv) the Bank Accounts Agreement; (v) the Interest Rate Swap Agreement; (vi) the Servicing Agreement; (vii) the Back-Up Servicing Agreement; (viii) the Collection Accounts Pledge Agreements; and (ix) any other documents executed from time to time after the Incorporation Date in connection with the Fund and designated as such by the relevant parties.

## **6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES**

### **6.1. Legal Person of the Management Company**

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

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

The Management Company is an entity registered with and supervised by CNMV.



The governance and management of the Management Company are entrusted by its bylaws to the shareholders' general meeting and to the board of directors. The powers of such bodies are those corresponding under the provisions of the Royal Decree-Law 1/2010, of 2 July, approving the Restated Text of the Spanish Companies Act approved by Royal Decree-Legislative 1/2010, of 2 July (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*) (as amended, the "**Spanish Companies Act**") and Law 5/2015.

#### 6.1.1. Corporate name and business address

<i>Corporate name:</i>	INTERMONEY TITULIZACIÓN, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A.
<i>Business address:</i>	Príncipe de Vergara, 131, 3 <sup>rd</sup> Floor, 28002 Madrid, Spain
<i>Tax Identification Number (NIF):</i>	A-83774885
<i>C.N.A.E. number</i>	8199
<i>LEI Code</i>	959800WRDNTXKQPU1358

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

The Management Company is a Spanish public limited company (*sociedad anónima*), incorporated on 16 October 2003 by means of the public deed granted before the notary of Madrid, Mr. Antonio Huerta Trólez, under number 2572 of his public records, with the prior authorization of the Ministry of Economy and Finance (*Ministerio de Economía y Hacienda*) granted on 6 October 2003.

The Management Company is registered with the Commercial Registry of Madrid under volume 19,277, book 0, sheet 127, section 8, page M-337707, 1<sup>st</sup> entry, and also registered under number 10 with the Special Register of Securitisation Issuer Management Companies (*Registro Especial de Sociedades Gestoras de Fondos de Titulización*) kept by the CNMV.

The Management Company has been incorporated for an indefinite period of time, unless any of the events stipulated by law or its by-laws for its winding-up occurs.

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

The corporate purpose of the Management Company according to article 2 of its Bylaws is the incorporation, management and legal representation of (i) securitisation funds (*fondos de titulización*); (ii) assets securitisation funds (*fondos de titulización de activos*); (iii) mortgage securitisation funds (*fondos de titulización hipotecaria*); and (iv) bank assets funds (*fondos de activos bancarios*).

Furthermore, and in accordance with article 26 of Law 5/2015, it will be responsible for the representation and defence of the interests of the holders of the securities issued by the funds it manages and of all the other ordinary creditors of such funds.

The Management Company will be responsible for the administration and legal representation of the Issuer, in accordance with the provisions of Law 5/2015 and the rest of the applicable legal regulations, as well as the provisions of the Deed of Incorporation.

The Management Company will perform for the Issuer those duties attributed to it in Law 5/2015. The Management Company is also responsible for acting with utmost diligence and transparency in defence of the best interest of the holders of the notes issued by the Issuer and the funders of the Issuer. Consequently, the Management Company must subordinate its



actions to safeguarding the interests of such persons, abiding by the applicable provisions in this regard prevailing from time to time. The holders of the Notes issued by the Issuer and remaining creditors of the Issuer will have no recourse against the Management Company, other than for non-performance of its duties or non-compliance with the provisions of the Deed of Incorporation, this Prospectus, any Prospectus supplement and the applicable laws and regulations.

The initial issuance or the maximum programme size of the total live assets managed by the Management Company as of 3 September 2024 are as follows:

Securitisation Fund	Initial Issuance/Maximum Program Size	Outstanding Balance	Issue Date
IM PASTOR 2, FTH	1,000,000,000	27,228,695	23/06/2004
IM PASTOR 3, FTH	1,000,000,000	95,719,565	09/06/2005
IM CAJAMAR 3, FTA	1,215,600,000	120,812,502	08/03/2006
IM PASTOR 4, FTA	920,000,000	105,624,151	05/06/2006
IM CAJAMAR 4, FTA	1,012,000,000	136,218,774	13/09/2006
IM CAJAMAR 5, FTA	1,015,000,000	141,549,391	12/09/2007
IM CAJAMAR 6, FTA	2,000,000,000	371,799,199	06/02/2008
IM CAJASTUR MBS 1, FTA	615,000,000	157,779,726	22/11/2010
IM BCG RMBS 2, FTA	1,183,000,000	395,716,221	22/11/2013
FAB 2013 TEIDE, FONDO DE ACTIVOS BANCARIOS	86,000,000.00	86,000,000.00	20/12/2013
IM FORTIA 1, FT	400,000,000.00	90,200,000.00	24/07/2015
IM BCC CAJAMAR 1, FT	750,000,000.00	294,653,754.00	15/01/2016
IM MARLAN 1, FT	47,900,000.00	371,956,327.20	13/04/2016
IM MARLAN 2, FT	6,700,000.00	23,700,002.66	06/04/2017
COLUMBUS MASTER CREDIT CARDS, FT	1,697,400,000.00	566,000,000.00	07/04/2017
IM SUMMA 1, FT	200,000,000.00	134,900,000.00	19/04/2017
IM BCC CAPITAL 1, FT	972,100,000.00	129,613,718.00	14/12/2018
IM GEDESCO INNOVFIN, FT	150,000,000.00	20,983,631.41	25/07/2019
IM BCC CAJAMAR 2, FT	725,000,000.00	406,723,867.35	13/12/2019
AUTONORIA SPAIN 2019, FT	1,000,000,000.00	147,091,900.00	13/12/2019
IM BCC CAJAMAR PYME 3, FT	1,000,000,000.00	313,386,303.00	06/04/2021
AQUISGRÁN, FT	260,000,000.00	153,000,000.00	08/06/2021
AUTONORIA SPAIN 2021, FT	1,000,000,000.00	402,511,600.00	23/06/2021
SACYR GREEN ENERGY MANAGEMENT, FT	104,000,000.00	80,699,985.60	23/09/2021
NB EPL, FT	7,080,000.00	97,930,181.52	22/11/2021
IM ANDBANK RMBS 1, FT	156,800,000.00	85,412,971.98	14/01/2022
IM ACP SHORT-TERM DEBT, FT	100,000,000.00	58,000,000.00	18/02/2022
IM BCC CAJAMAR PYME 4, FT	900,000,000.00	433,773,228.60	16/03/2022
CRISAE SENIOR DEBT FUND I, FT	5,000,000.00	40,000,000.00	04/04/2022
PERFECTA SOLAR RESIDENCIAL, FT	7,248,188.27	25,630,794.27	12/07/2022
AUTONORIA SPAIN 2022, FT	600,000,000.00	383,581,980.00	23/09/2022
RMBS MIRAVET 2023-1, FT	310,500,000.00	274,416,717.72	16/03/2023
UFASA CONSUMER FINANCE 2, FT	250,000,000.00	168,129,361.81	31/03/2023
ESPAI BARÇA, FT	1,025,500,000.00	1,025,500,000.00	24/04/2023
CESCE FONDO ANTICIPO DE FACTURAS, FT	300,000.00	123,700,000.00	07/06/2023
AUTONORIA SPAIN 2023, FT	575,000,000.00	514,359,350.00	20/09/2023
CASA VI, FT	267,900,000.00	253,171,587.23	20/03/2024
<b>TOTAL</b>	<b>22,565,028,188</b>	<b>8,257,475,487</b>	

**6.1.4. Audit**

The annual financial statements of the Management Company, for the years ended 31 December 2021, 31 December 2022 and 31 December 2023 have been audited by PRICEWATERHOUSECOOPERS AUDITORES, S.L., registered with the ROAC (Official Register of Auditors) with number S0242, with registered office at Torre PwC, Paseo de la Castellana 259 B, Madrid, and with Spanish Tax Identification Number (*NIF*) B-79031290 and registered with the Commercial Registry at *folio 75, tomo 9.267, libro 8.054, sección 3ª, hoja 87250-1*.

The annual financial statements for the years 2023 and 2022 contained no qualifications.

The audited annual financial statements of the Management Company for 2021, 2022 and 2023 have been filed with CNMV and with the Commercial Registry.

**6.1.5. Share Capital and equity**

As of the date of this Prospectus, the share capital of the Management Company is EUR 1,781,725, fully subscribed and paid up.

All the shares issued by the Management Company until the date of registration of this Prospectus (104,500 shares with a nominal value of EUR 17.05 each one) are ordinary shares and offer identical voting, financial and non-financial rights. All the shares are nominative, of the same class and series.

The Management Company's equity, as of 31 December 2023, 31 December 2022 and 31 December 2021 extracted from its financial statements is the following:

<i>(Thousand EUR)</i>	<b>31/12/2023</b>	<b>31/12/2022</b>	<b>31/12/2021</b>
<b>Share Capital</b>	1,781.73	1,781.73	1,781.73
<b>Other resources</b>	373.28	373.28	373.28
<b>Legal reserve</b>	356.35	356.35	341.00
<b>Voluntary reserve</b>	3,145.16	3,056.80	3,000.50
<b>Undistributed results retained earnings</b>	1,240.16	1,018.36	437.39
<b>TOTAL EQUITY</b>	<b>6,896.66</b>	<b>6,586.52</b>	<b>5,933.89</b>

**6.1.6. Existence or not of shareholdings in other companies**

There are no shareholdings in any other company.

**6.1.7. Administrative, management and supervisory bodies**

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

As of the date of this Prospectus, the board of directors is made up of the following persons:

Chairman: Javier de la Parte Rodríguez

Directors: Carmen Barrenechea Fernández

Manuel González Escudero

Secretary: Miriam Blanco Caso

The General Manager (*director general*) of the Management Company is Mr. Manuel González Escudero.

The Management Company has not approved any regulations of the board of directors and is not subject to the application of any code of good corporate governance, except for the Internal Code of Conduct referred to in section 7 below.

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

Príncipe de Vergara, 131, 3<sup>rd</sup> Floor

28002 Madrid, Spain

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

The following individuals carry out the following positions outside the Management Company:

Name	Position	Company
Mr. Javier de la Parte Rodríguez	Non-executive chairman	CORRETAJE E INFORMACIÓN MONETARIA Y DE DIVISAS, S.A.

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

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

**6.1.10. Significant litigations and conflicts**

As of the date of this Prospectus, the Management Company is not involved in any insolvency event or in any litigation or in actions which might affect its economic and financial position or, in the future, its capacity to carry out the management and administration of the Fund in the terms set out in this Prospectus.

**7. PRINCIPAL SHAREHOLDERS OF THE MANAGEMENT COMPANY**

The Management Company forms part of the group of companies Corretaje e Información Monetaria y de Divisas, S.A. The ownership of the shares of the Management Company is distributed among the companies listed below:

Shareholders	Share Capital %	Shares	Country
CORRETAJE E INFORMACIÓN MONETARIA Y DE DIVISAS, S.A.	80.83%	83,999	Spain
INTERMONEY S.A.	0.001%	1	Spain
MANAGER AND EMPLOYEES OF THE COMPANY	19.62%	20,500	Spain
<b>TOTAL</b>	<b>100%</b>	<b>100,000</b>	

The total amount of shares held by the members of the Board represents nineteen point fourteen (19.14) per cent. of the capital of the Management Company.

In order to comply with the rules of conduct of the securities market and in order to contribute to the transparency and efficient operation of the markets, Corretaje e Información Monetaria y de Divisas, S.A., has developed an Internal Code of Conduct that affects all the companies within its group (including the Management Company, thus complying with the requirement set out in article 29.1(j) of Law 5/2015). This Internal Code of Conduct was filed with the CNMV on February 2<sup>nd</sup>, 2006, and updated in May 2010.

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

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

In accordance with the provisions of section 4.4.2 of this Registration Document, the Issuer's operations shall commence on the Incorporation Date and therefore the Issuer has no financial statement as at the date of this Registration Document.

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

Not applicable.

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

Not applicable.

### **8.3. Legal and arbitration proceedings**

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

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

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

## **9. DOCUMENTS AVAILABLE**

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

- (a) this Prospectus;
- (b) the Deed of Incorporation of the Fund; and

(c) the Master Receivables Sale Agreement.

A copy of all the aforementioned documents may be consulted at the website of the Management Company ([www.imtitulizacion.com](http://www.imtitulizacion.com)), which complies with the provisions of Article 21 of the Prospectus Regulation.

A copy of the Prospectus will be available to the public on the website of the CNMV ([www.cnmv.es](http://www.cnmv.es)) and on the website of AIAF ([www.aiaf.es](http://www.aiaf.es)). Additionally, the annual and quarterly financial information required under Article 35 of Law 5/2015 will be available on the website of CNMV ([www.cnmv.es](http://www.cnmv.es)).

A copy of the Deed of Incorporation will be available to the public at IBERCLEAR.

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

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

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## SECURITIES NOTE FOR WHOLESALE NON-EQUITY SECURITIES

(Annex 15 of the Prospectus Delegated Regulation)

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

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

Ms. Carmen Barrenechea Fernández, acting in her capacity of director of INTERMONEY TITULIZACIÓN, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A., with business address at Príncipe de Vergara, 131, 3<sup>rd</sup> floor, 28002 Madrid (Spain), assumes responsibility for the information contained in this Securities Note and in the Additional Information.

Ms. Carmen Barrenechea Fernández acts in her capacity of director of the Management Company and exercises the powers that were expressly conferred to him for the incorporation of the Fund by the board of directors of the Management Company at its meetings held on 12 September 2024. INTERMONEY TITULIZACIÓN, S.G.F.T., S.A. is the promoter of PEPPER IBERIA CONSUMER 2024, FONDO DE TITULIZACIÓN and will be responsible for the legal management and representation thereof in accordance with article 26 of Law 5/2015.

In addition, Mr. Francisco Pedraza Sánchez, acting in the name and on behalf of PEPPER FINANCE CORPORATION, S.L.U., with business address at Calle Juan, Esplandiú 13 C1, Madrid (28007), Spain, as Seller, assumes responsibility for the information contained in the Securities Note and the Additional Information.

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

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

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

#### **1.3. Statement attributed to a person as an expert**

Not applicable.

#### **1.4. Information provided by a third party**

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

#### **1.5. Competent authority approval**

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

- (b) CNMV has only approved this Prospectus (including this Securities Note) as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation.
- (c) The abovementioned approval should not be considered as an endorsement of the quality of the Notes that are the subject of this Prospectus.
- (d) Investors should make their own assessment as to the suitability of investing in the Notes.

## 2. RISK FACTORS

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

## 3. ESSENTIAL INFORMATION

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

#### 3.1.1. INTERMONEY TITULIZACIÓN, S.G.F.T., S.A. (the "Management Company")

Participates as:

- (a) Management Company of the Fund.
- (b) administrator of the assets pooled in the Fund pursuant to Article 26.1 b) of Law 5/2015 (notwithstanding any delegation or subcontracting of such functions to the Servicer in the terms foreseen in this Prospectus);
- (c) Calculation Agent;
- (d) coordinator of the relationship with the supervisory authorities and market operators; and
- (e) from the Disbursement Date (exclusive), coordinator of the relationships with the Rating Agencies.

In this Prospectus, any reference to any action to be carried out by the Fund or the Issuer shall be understood as been carried out by the Management Company acting on behalf of the Fund or the Issuer, as applicable.

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

#### **Additional information**

Type of company	Securitisation fund management company ( <i>sociedad gestora de fondos de titulización</i> ) incorporated in Spain.
Business address	Calle Príncipe de Vergara 131, 3 <sup>rd</sup> floor, 28002 Madrid (Spain)
Tax Identification Number (NIF)	A-83774885.
Registration	It is registered with the Commercial Registry of Madrid at volume 19,277, book 0, sheet 127, section 8, page M-337707, 1 <sup>st</sup> entry. Likewise, it is also registered in the special register of the CNMV, under number 10.
Credit rating	Has not been assigned any credit rating by rating agencies.
LEI Code	959800WRDNTXKQPU1358.
Other information	A brief description of this company and of its duties is provided in section 6 of the Registration Document and section 3.7.2 of the Additional Information.

**3.1.2. Pepper Finance Corporation, S.L.U. ("Pepper Spain" or the "Seller")**

Pepper Spain participates as:

- (a) Seller and Originator of the Receivables to be acquired by the Fund;
- (b) Subscriber of the Class J Notes, in accordance with the provisions of the Management, Placement and Subscription Agreement.

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

In its capacity as Originator, the Seller undertakes and agrees (for the purposes of the Retention Requirements):

- (a) to retain on an on-going basis, a material net economic interest in the securitisation of not less than 5 per cent. of the nominal value of the securitised exposures for the purposes of Article 6(1) of the EU Securitisation Regulation and Article 6 of the UK Securitisation Regulation (as in effect and interpreted at the Disbursement Date), represented by the Class J Notes (the Retained Interest);
- (b) to retain the Retained Interest by holding the first loss tranche so that the retention equals in total not less than 5% of the nominal value of the securitised exposures in the securitisation in accordance with Article 6(3)(d) of the EU Securitisation Regulation (as supplemented by article 7 of the Delegated Regulation 2023/2175) and Article 6(3)(d) of the UK Securitisation Regulation (as in effect and interpreted at the Disbursement Date);
- (c) not to change the manner or form in which it retains the Retained Interest, except as permitted under the EU Securitisation Regulation and the UK Securitisation Regulation (as in effect and interpreted at the Disbursement Date);
- (d) not to dispose of, assign or transfer its rights, benefits or obligations in respect of the Retained Interest, except as permitted under the EU Securitisation Regulation and the UK Securitisation Regulation (as in effect and interpreted at the Disbursement Date);
- (e) not to take any action which would reduce its exposure to the economic risk of the Retained Interest in such a way that it ceases to hold the Retained Interest except as permitted under the EU Securitisation Regulation and the UK Securitisation Regulation (as in effect and interpreted at the Disbursement Date);
- (f) comply (or procure compliance) with the disclosure obligations under Article 7(1)(e)(iii) of the EU Securitisation Regulation and Article 7(1)(e)(iii) of the UK Securitisation Regulation (as in effect and interpreted at the Disbursement Date) (in each case, noting that it is the reporting entity under Article 7(2) of the EU Securitisation Regulation);
- (g) promptly notify the Management Company, acting on behalf of the Issuer, and the Arranger if for any reason it ceases to hold the Retained Interest in accordance with the Securitisation Regulations or fails to comply with the covenants set out in paragraphs (a) to (f) above or the Securitisation Regulations; and
- (h) represents that its principal activity is to pursue the activity listed in item (2) of Annex I to Directive 2013/36/EU (granting of consumer credits).



**Additional information**

Type of company	Limited liability company ( <i>sociedad de responsabilidad limitada</i> ) incorporated in Spain.
Business address	C/ de Juan Esplandiú, 13, C1, 28007 Madrid (Spain)
Tax Identification Number (NIF)	B-86961612.
Registration	It is registered with the Commercial Registry of Madrid at volume 32,039, sheet 211, section 8, page M-576566.
Credit rating	Has not been assigned any credit rating by rating agencies.
LEI Code	959800E4EBF0Y8HKAM06.

**3.1.3. PEPPER ASSETS SERVICES, S.L.U. ("Pepper Assets Services" or the "Servicer")**

Pepper Assets Services acts as:

- (a) Servicer of the Receivables in accordance with section 3.7.1 of the Additional Information.

**Additional information**

Type of company	Limited liability company ( <i>sociedad de responsabilidad limitada</i> ) incorporated in Spain.
Business address	C/ de Juan Esplandiú, 13, C1, 28007 Madrid (Spain)
Tax Identification Number (NIF)	B-86615945.
Registration	It is registered with the Commercial Registry of Madrid at volume 30,580, sheet 138, section 8, page M-550413.
Credit rating	Has not been assigned any credit rating by rating agencies.

**3.1.4. JEFFERIES GMBH ("Jefferies")**

Jefferies participates as:

- (a) Arranger;
- (b) Joint Lead Manager in respect of the Rated Notes under the Management, Placement and Subscription Agreement;
- (c) until the Disbursement Date (inclusive), coordinator of the relationships with the Rating Agencies; and
- (d) provide a cash flow model in compliance with Article 22.3 of the EU Securitisation Regulation.

In its capacity as:

- (a) Arranger, and upon the terms set forth in article 72.1 of Royal Decree 814/2023, it receives the mandate of the Management Company in order to direct operations concerning the design of the temporary and commercial financial conditions of the issue.
- (b) Joint Lead Manager, it has agreed on a several (but not joint) basis and upon the satisfaction of certain conditions precedent to subscribe and pay for, or place and procure subscription and payment for and purchase by qualified investors (for the purposes of Article 2(e) of the Prospectus Regulation) the Rated Notes, in accordance with the terms set forth in section 4.2.3 of the Securities Note.

Jefferies expects to receive fees for its role as Arranger and Joint Lead Manager.

**Additional information**

Type of company	Limited Liability Company incorporated in Germany
Business address	Bockenheimer Landstraße 24 60323 Frankfurt am Main, Germany
Credit rating	The latest credit ratings made public by the rating agencies for Jefferies are the following: - MOODY'S: Baa1 (long-term) (confirmed in November 2021) with a stable outlook. - STANDARD & POOR'S: BBB+ (long-term) and A-2 (short-term) (both confirmed in July 2021), both with a stable outlook.
LEI Code	5493004I3LZM39BWHQ75.

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

**3.1.5. Citigroup Global Markets Europe AG ("Citi")**

Citi participates as:

- (a) Joint Lead Manager in respect of the Rated Notes under the Management, Placement and Subscription Agreement.

In its capacity as Joint Lead Manager, it has agreed on a several (but not joint) basis and upon the satisfaction of certain conditions precedent subscribe and pay for, or place and procure subscription and payment for and purchase by qualified investors (for the purposes of Article 2(e) of the Prospectus Regulation) the Rated Notes, in accordance with the terms set forth in section 4.2.3 of the Securities Note. Citi expects to receive fees for its role as Joint Lead Manager.

**Additional information**

Type of company	Stock corporation ( <i>Aktiengesellschaft</i> ) founded in Germany under German law.
Business address	Reuterweg 16, 60323 Frankfurt am Main (Germany)
Registration	Registered with the commercial register of the Local Court of Frankfurt/Main under registration number HRB 88301.
Credit rating	The latest credit ratings made public by the rating agencies for Citi as of 15 July 2024 are the following: - MOODY'S INVESTORS SERVICE, INC: A1 (long-term) and P-1 (short-term) with a stable outlook. - S&P GLOBAL RATINGS: A+ (long-term) and P-1 (short-term) with a stable outlook.
LEI Code	6TJCK1B7E7UTXP528Y04.

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

**3.1.6. BANCO SANTANDER, S.A. ("Banco Santander")**

Banco Santander participates as:

- (a) Joint Lead Manager in respect of the Rated Notes under the Management, Placement and Subscription Agreement;
- (b) Paying Agent;
- (a) Accounts Bank;
- (b) Swap Counterparty;
- (c) Interest Rate Swap Calculation Agent;
- (d) Special Collection Account Bank; and

- (e) Direct Debit Collection Account Bank.

In its capacity as Joint Lead Manager, it has agreed on a several (but not joint) basis and upon the satisfaction of certain conditions precedent to subscribe and pay for, or place and procure subscription and payment for and purchase by qualified investors (for the purposes of Article 2(e) of the Prospectus Regulation) the Rated Notes, in accordance with the terms set forth in section 4.2.3 of the Securities Note. Banco Santander expects to receive fees for its role as Joint Lead Manager.

**Additional information**

Type of company	Credit institution incorporated in Spain.
Business address	Paseo de Pereda 9-12, 39004 Santander (Spain), and with its operational headquarters located at: Ciudad Grupo Santander, Avenida de Cantabria s/n, 28660 Boadilla del Monte, Madrid (Spain).
Tax Identification Number (NIF)	A-39000013.
Registration	It is registered with the register of the Bank of Spain under number 0049 and C.N.A.E. (Spanish National Classification of Economic Activities) no. 651.
Credit rating	The latest credit ratings made public by the rating agencies for Banco Santander are the following: <ul style="list-style-type: none"> <li>- <u>DBRS Ratings GmbH</u>: A (high) (Long-Term Issuer Rating) and R-1 (middle) (Short-Term Issuer Rating) (both confirmed in September 2023) with a stable trend.</li> <li>- <u>FITCH RATINGS IRELAND LIMITED</u>: A- (Long-Term Rating) and F2 (Short-Term Rating) (both confirmed in September 2023) with a stable outlook.</li> <li>- <u>MOODY'S INVESTORS SERVICE ESPAÑA, S.A.</u>: A2 (long-term) and P-1 (short-term) (both confirmed in July 2023) with a stable outlook.</li> <li>- <u>S&amp;P GLOBAL RATINGS EUROPE LIMITED</u>: A+ (long-term) and A-1 (short-term) (both confirmed in October 2023) with a stable outlook.</li> </ul>
LEI Code	5493006QMFDDMYIAM13.

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

**3.1.7. S&P Global Ratings Europe Limited ("S&P")**

S&P participates as credit rating agency for the Rated Notes, i.e.:

- (a) Class A Notes;
- (b) Class B Notes;
- (c) Class C Notes; and
- (d) Class D Notes.

**Additional information**

Business address	Fourth Floor Waterways House, Grand Canal Quay, Dublin 2, Ireland.
ESMA registration	Registered and authorised by ESMA on 31 October 2011 as a credit rating agency in the European Union pursuant to the terms of the CRA Regulation.
LEI Code	5493008B2TU3S6QE1E12.

**3.1.8. DBRS Ratings GmbH ("MDBRS")**

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

- (a) Class A Notes;
- (a) Class B Notes;
- (b) Class C Notes; and

## (c) Class D Notes.

For the purposes of this transaction, any references to “MDBRS” in this Prospectus shall include (i) for the purpose of identifying the MDBRS entity which has assigned the credit rating to the Rated Notes, DBRS Ratings GmbH and any successor thereto in this rating activity, and (ii) in any other case, any entity that is part of Morningstar DBRS.

**Additional information**

Business address	Neue Mainzer Straße 75, 60311 Frankfurt am Main, Germany.
ESMA registration	Registered and authorised by ESMA on 14 December 2018 as a credit rating agency in the European Union pursuant to the terms of the CRA Regulation.
LEI Code	54930033N1HPUEY7I370.

**3.1.9. Pepper Spanish Servicing, S.L.U. (the “Back-Up Servicer”)**

Pepper Spanish Servicing, S.L.U. participates as:

- (a) Back-Up Servicer of the Receivables in accordance with section 3.7.1 of the Additional Information.

**Additional information**

Type of company	Limited liability company ( <i>sociedad de responsabilidad limitada</i> ) incorporated in Spain.
Business address	Calleja Albasanz, 15 Building B, 1 <sup>st</sup> floor, 28037 Madrid (Spain)
Tax Identification Number (NIF)	B-88444260.
Registration	It is registered with the Commercial Registry of Madrid at volume 39,55, sheet 120, page M-700511.
Credit rating	Has not been assigned any credit rating by rating agencies.
LEI Code	9845003CBB8603CAR979.

**3.1.10. Deloitte Auditores, S.L. (“Deloitte”)**

Deloitte participates as:

- (a) auditor of the Fund.
- (b) independent company for the verification of a series of attributes of the assignable portfolio of Credits of the Fund and the fulfilment of the Eligibility Criteria, for the purposes of complying with the provisions of Article 22 of the EU Securitisation Regulation, on the fulfilment of the Eligibility Criteria set forth in section 2.2.8.6 of the Additional Information (the “**Special Securitisation Report on the Preliminary Portfolio**”); and
- (c) in addition, has verified the accuracy of the data disclosed in the stratification tables included in section 2.2.2.2 of the Additional Information.

**Additional information**

Type of company	Limited liability company ( <i>sociedad de responsabilidad limitada</i> ) incorporated in Spain.
Business address	Plaza Pablo Ruiz Picasso 1 (Torre Picasso), 28020, Madrid (Spain).
Tax Identification Number (NIF)	B79104469.
Registration	With the Commercial Registry of Madrid at volume 9418, book 8172, sheet 88021- 1, page 163, 1st entry.

**3.1.11. Cuatrecasas, Gonçalves Pereira S.L.P. (“Cuatrecasas”)**

Cuatrecasas participates as:

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

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

**Additional information**

Business address	Calle Almagro 9 – 28010 Madrid (Spain).
Tax Identification Number (NIF)	B-59942110.
Registration	Limited liability professional company incorporated in Spain, with Tax Identification Number B-59942110, registered office at Paseo de Gracia, 111 - 08008 Barcelona and registered in the Commercial Registry of Barcelona at Volume 40,693, folio 168, sheet number B-23,850.

**3.1.12. Allen Overy Shearman Sterling (“A&O Shearman”)**

A&O Shearman participates as legal advisor of the Arranger and the Joint Lead Managers and has reviewed the Prospectus and the structure of the transaction for the benefit of the Arranger and the Joint Lead Managers.

**Additional information**

Business address	Calle Serrano 73 - 28006 Madrid (Spain).
Tax Identification Number (NIF)	N0067503C.

**3.1.13. PRIME COLLATERALISED SECURITIES (PCS) EU SAS (“PCS” or the “Third Party Verification Agent (STS)”)**

PCS has been appointed by the Seller to:

- (a) act as a verification agent authorised under Article 28 of the EU Securitisation Regulation, in connection with the STS Verification; and
- (b) prepare an assessment of compliance of the Notes with the relevant provisions of article 243 and article 270 of Regulation (EU) No. 575/2013 of the European Parliament and of the Council, of 26 June 2013, on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012 (“**CRR Regulation**”) (the “**CRR Assessment**” and together with the STS Verification, the “**PCS Assessments**”).

**Additional information**

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

**3.1.14. EuropeanDataWarehouse (“EDW”)**

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

**Additional information**

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

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

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

### 3.1.15. Additional Information

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

- (a) According to the information available on the EU Securitisation Repository's website, Morningstar DBRS has a 7.00% interest in the share capital of the EU Securitisation Repository.
- (b) The Seller is a wholly owned subsidiary of the Servicer.
- (c) The Seller and the Back-Up Servicer do not form part of the same group for the purposes of article 42 of the Spanish Commercial Code; however, they share, on an indirect basis, a number of common shareholders.
- (d) There is no knowledge of the existence of any other relationship involving direct or indirect ownership or control between the aforementioned legal persons that participate in the securitisation transaction.

The Issuer is a party to the Transaction Documents together with certain other parties to the Transaction Documents (the "**Transaction Parties**") which have agreed to provide certain services in relation to the Securitised Portfolio and/or the Notes. As a consequence, the Issuer is dependent on the Transaction Parties satisfactorily performing their obligations under the Transaction Documents or successfully finding and replacing any Transaction Party with an entity capable of performing the relevant functions to the same standards, in order to maintain the ratings of the Rated Notes or to be able to successfully make payments under the Notes.

In addition, it should be noted that certain Transaction Parties have engaged in, and may in the future engage in, investment banking and/or commercial banking or other services for the Fund, the Seller or its affiliates and the Management Company in the ordinary course of business. Other Transaction Parties may also perform multiple roles. Accordingly, conflicts of interest may exist or may arise as a result of or in connection with parties having previously engaged or in the future engaging in transactions with other parties, having multiple roles or carrying out other transactions for third parties. The Transaction Parties may be replaced by one or more new parties. It cannot be excluded that such a new party could also have a potential conflicting interest, which might ultimately have a negative impact on the ability of the Fund to perform its obligations in respect of the Notes.

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

The Arranger, the Joint Lead Managers and their affiliates may play various roles in relation to the offering of the Notes, and they may also become beneficial owners of any Note.

In particular, the Arranger and/or its affiliates do not disclose specific trading positions or their hedging strategies, including whether they are in long or short positions in any Notes or obligations referred to in this Prospectus except where required in accordance with applicable law. Nonetheless, in the ordinary course of business, the Arranger and/or its affiliates and employees or customers of the Arranger and/or its affiliates may actively trade in and/or otherwise hold long or short positions in the Notes or enter into transactions similar to or referencing the Notes thereof for their own accounts and for the accounts of their customers. If the Arranger or any of its affiliates becomes the owner of any of the Notes, through market-making activity or otherwise, any actions that they take in their capacity as owners, including

voting, providing consents or otherwise will not necessarily be aligned with the interests of other owners of Notes of the same class or other classes of Notes. To the extent that the Arranger or any of its affiliates makes a market in the Notes (which it is under no obligation to do), it would expect to receive income from the spreads between its bid and offer prices for the Notes. In connection with any such activity, it will have no obligation to take, refrain from taking or cease taking any action with respect to these transactions and activities based on the potential effect on an investor in the Notes. The price at which the Arranger or any of its affiliates may be willing to purchase Notes, if it makes a market, will depend on market conditions and other relevant factors and may be significantly lower than the issue price for the Notes and significantly lower than the price at which it may be willing to sell the Notes.

To the maximum extent permitted by applicable law, the duties of the Arranger, the Joint Lead Managers and/or their affiliates in respect of the Notes are limited to the relevant contractual obligations set out in the Transaction Documents (if any) to which they are a party and will not, by virtue of them or any of their affiliates' acting in any other capacity, be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided therein. In particular, no advisory or fiduciary duty is owed to any person. None of the Arranger, the Joint Lead Managers or any of their affiliates shall have any obligation to account to the Fund, any party to the Transaction Documents or any Noteholder for any profit as a result of any other business that it may conduct with either the Fund or any other party to the Transaction Documents.

The Arranger and the Joint Lead Managers may assist clients and counterparties in transactions related to the Notes (including assisting clients in future purchases and sales of the Notes and hedging transactions). The Arranger and the Joint Lead Managers expect to earn fees and other revenues from these transactions. If the Arranger or any of the Joint Lead Managers and/or their affiliates becomes a beneficial owner of any Note, it will exercise the rights associated with such Note in its own discretion, which may or may not be in accordance with the best interest of other holders of the Notes.

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

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

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

### **3.2. The use and estimated net amount of the proceeds**

The net amount of the proceeds from the issue of the Notes is TWO HUNDRED AND SIXTY-FIVE MILLION SIX HUNDRED THOUSAND EUROS (€ 265,600,000), which will be distributed as follows:

- (a) The proceeds of the issuance of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes Collateralised Portion will be used:

- (i) to pay the Initial Consideration of the Initial Receivables; and
  - (ii) to credit the Pre-Funding Reserve Fund in an amount equal to €12,862,515.13.
- (b) Part of the proceeds of the issuance of the Class J Notes will be used to fund:
- (i) the Cash Reserve Fund up to the Initial Cash Reserve Required Amount; and
  - (ii) in an aggregate amount equal to the Class J Notes Expenses Portion, the initial expenses of the incorporation of the Fund and the issue of the Notes.

#### **4. INFORMATION CONCERNING THE SECURITIES TO BE ADMITTED TO TRADING**

##### **4.1. Total amount of the securities being admitted to trading**

The aggregate principal amount the Notes issued is TWO HUNDRED AND SIXTY-FIVE MILLION SIX HUNDRED THOUSAND EUROS (€ 265,600,000), represented by TWO THOUSAND, FIVE HUNDRED AND SIXTY-SIX (2,566) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), distributed in five (5) classes of Notes (Class A, Class B, Class C, Class D and Class J), in accordance with section 4.2 below.

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

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

The Notes are negotiable fixed-income securities (*valores negociables de renta fija*) with an explicit yield and are subject to the rules established in the Securities Market Act and its implementing and developing regulations and are issued pursuant to Law 5/2015.

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

- (a) Class A, with ISIN code ES0305839005, having a total nominal amount of TWO HUNDRED AND FOUR MILLION EUROS (€ 204,000,000), made up of TWO THOUSAND AND FORTY (2,040) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the "**Class A**" or "**Class A Notes**");
- (b) Class B, with ISIN code ES0305839013, having a total nominal amount of SIXTEEN MILLION, SEVEN HUNDRED THOUSAND EUROS (€ 16,700,000), made up of ONE HUNDRED AND SIXTY-SEVEN (167) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the "**Class B**" or "**Class B Notes**");
- (c) Class C, with ISIN code ES0305839021, having a total nominal amount of THIRTEEN MILLION EUROS (€ 13,000,000), made up of ONE HUNDRED AND THIRTY (130) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the "**Class C**" or "**Class C Notes**");
- (d) Class D, with ISIN code ES0305839039, having a total nominal amount of SIXTEEN MILLION, SIX HUNDRED THOUSAND EUROS (€ 16,600,000), made up of ONE HUNDRED AND SIXTY-SIX (166) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the "**Class D**" or "**Class D Notes**"); and



- (e) Class J, with ISIN code ES0305839047, having a total nominal amount of FIFTEEN MILLION, THREE HUNDRED THOUSAND EUROS (€ 15,300,000), made up of ONE HUNDRED AND FIFTY-THREE (153) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries (the "**Class J**" or "**Class J Notes**").

#### 4.2.2. Note Issue price

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

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

#### 4.2.3. Underwriting and Placement of the Notes

The Management Company, in the name and on behalf of the Fund, shall enter into an English law governed management, placement and subscription agreement on the Incorporation Date with (i) Jefferies, as Joint Lead Manager; (ii) Banco Santander, as Joint Lead Manager; (iii) Citi, as Joint Lead Manager; and (iv) Pepper Spain, as Seller (the "**Management, Placement and Subscription Agreement**").

In accordance with the Management, Placement and Subscription Agreement:

- (a) The Joint Lead Managers will, on a several (but not joint) basis during the Subscription Period and upon the satisfaction of the conditions precedent, subscribe and pay for, or place and procure subscription and payment for and purchase by qualified investors (for the purposes of Article 2(e) of the Prospectus Regulation) the entirety of the Rated Notes.
- (b) The Seller will subscribe (without receiving fees as consideration in respect thereof) the Class J Notes.

The Joint Lead Managers may give a termination notice to the Seller and the Management Company at any time before 12.00 CET on the Disbursement Date upon occurrence of, amongst others, any of the following termination events:

- (a) **Inaccuracy of representations:** any of the representations and warranties made by the Management Company and/or the Seller under the Management, Placement and Subscription Agreement being or proving to be untrue, incorrect or misleading in any material respect on any date on which they are made or deemed to be repeated.
- (b) **Breach of obligations:** any party (other than the Joint Lead Managers) failing to perform any of its material obligations under the Management, Placement and Subscription Agreement and, in particular, in the event that the Seller elects not to, or otherwise fails to (in all cases by the end of the relevant time limit) subscribe for and purchase the Class J Notes.
- (c) **Failure to fulfil conditions precedent:** any of the conditions precedent set out in the Management, Placement and Subscription Agreement are not satisfied or waived by the Joint Lead Managers.
- (d) **Force majeure:** since the Incorporation Date there has been, in the reasonable opinion of the Joint Lead Managers in consultation with the Management Company, an event that could not be foreseen or, even if foreseen, is inevitable rendering it impossible to perform the subscription or disbursement of the Notes or the success of the placement of the Notes pursuant to article 1,105 of the Spanish Civil Code (*force majeure*).

- (e) **Adverse change of rating:** any of the Rating Agencies has issued a notice (i) downgrading the Rated Notes; (ii) indicating that it intends to downgrade, or is considering the possibility of downgrading, the Rated Notes; or (iii) indicating that it is reconsidering the rating of the Rated Notes without stating that this is with a view to upgrading them.

The Subscription Period will start at 10.00 CET on the Subscription Date (i.e., the second Business Day prior to the Disbursement Date) and will end on the same day at 12.00 CET. The Subscription Date shall take place on 11 October 2024.

#### 4.2.4. Selling Restrictions

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

The Issuer, the Fund, the Seller, the Arranger and the Joint Lead Managers do not represent that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations.

Persons into whose possession this Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the EEA and the UK. For more information, please see *Important Notice – Prospectus*, *Important Notice: MIFID II PRODUCT GOVERNANCE* and *IMPORTANT NOTICE: UK MIFIR PRODUCT GOVERNANCE*.

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

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

The Notes may not be offered or sold directly or indirectly, and neither this Prospectus nor any other prospectus, form of application, advertisement, other offering material or other information relating to the Fund or the Notes may be issued, distributed or published in any

country or jurisdiction, except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations.

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

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

#### **4.2.5. Volcker Rule**

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

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

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

#### **4.3. Legislation under which the securities have been created**

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

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

- (b) the Securities Market Act, where applicable;
- (c) Royal Decree 814/2023;
- (d) Delegated Regulation 2019/979;
- (e) Delegated Regulation 2019/980; and
- (f) any such other legal and regulatory provisions as may be in force and applicable from time to time.

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

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

The Deed of Incorporation, the Notes and the Transaction Documents shall be governed by and construed in accordance with the laws of Spain, except for the Management, Placement and Subscription Agreement and the Interest Rate Swap Agreement which shall be governed by and construed in accordance with English Law.

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

The Notes will be exclusively represented by book-entries (*anotaciones en cuenta*) in accordance with the provisions of Law 5/2015 and Royal Decree 814/2023.

The Notes will be created as such by virtue of their corresponding book-entry and will be made out to the bearer.

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

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

For these purposes, "**Noteholders**" or "**holders**" means any and all holders of any of the Notes in accordance with the applicable laws and regulations (including, without limitation, Royal Decree 814/2023 and the relevant regulations of IBERCLEAR).

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

#### **4.5. Currency of the issue**

The Notes will be denominated in EUROS.

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

**4.6.1. Order of priority of securities and extent of subordination**

**Interest payment**

in accordance with the Interest Priority of Payments and the Post-Enforcement Priority of Payments described in section 3.4.7 of the Additional Information:

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

Payments of interest on the Class J Notes will rank behind payments to replenish the Cash Reserve Fund.

The Notes within each class will rank *pro rata* and *pari passu* among themselves at all times in respect of payments of interest to be made to such class.

**Principal redemption**

in accordance with the Revolving Period Principal Priority of Payments or the Amortisation Period Principal Priority of Payments (as applicable) and the Post-Enforcement Priority of Payments described in section 3.4.7 of the Additional Information:

- (a) payments of principal on the Class A Notes will rank at all times in priority to payments of principal on the Class B Notes;
- (b) payments of principal on the Class B Notes will rank at all times in priority to payments of principal on the Class C Notes;
- (c) payments of principal on the Class C Notes will rank at all times in priority to payments of principal on the Class D Notes; and
- (d) payments of principal on the Class D Notes will rank at all times in priority to payments of principal on the Class J Notes.

Notwithstanding the above, payments of principal on the Class J Notes may also be made after payment of items (1) to (14) of the Interest Priority of Payments, provided that the Fund has sufficient Interest Available Funds, as follows:

- (a) *firstly*, payment of principal on the Class J Notes until the total amount repaid under this item is equal to the Class J Notes Expenses Portion;

- (b) *secondly*, payment of principal on the Class J Notes until the total amount repaid under this item is equal to the amount by which the Initial Cash Reserve Required Amount exceeds the Cash Reserve Required Amount as of the relevant Payment Date.

The Notes within each individual class will rank pro rata and pari passu among themselves at all times in respect of payments of principal to be made to such individual class.

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

<u>Interest</u>	Interest Priority of Payments.	Post-Enforcement Priority of Payments.
<b>Class A</b>	3 <sup>rd</sup>	3 <sup>rd</sup>
<b>Class B</b>	5 <sup>th</sup>	5 <sup>th</sup>
<b>Class C</b>	7 <sup>th</sup>	7 <sup>th</sup>
<b>Class D</b>	9 <sup>th</sup>	9 <sup>th</sup>
<b>Class J</b>	14 <sup>th</sup>	12 <sup>th</sup>

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

<u>Principal</u>	Revolving Period Principal Priority of Payments	Amortisation Period Principal Priority of Payments	Post-Enforcement Priority of Payments
<b>Class A</b>	3 <sup>rd</sup>	2 <sup>nd</sup>	4 <sup>th</sup>
<b>Class B</b>	4 <sup>th</sup>	3 <sup>rd</sup>	6 <sup>th</sup>
<b>Class C</b>	5 <sup>th</sup>	4 <sup>th</sup>	8 <sup>th</sup>
<b>Class D</b>	6 <sup>th</sup>	5 <sup>th</sup>	10 <sup>th</sup>
<b>Class J<sup>(1)</sup></b>	7 <sup>th</sup>	6 <sup>th</sup>	13 <sup>th</sup>

(1) Payments of principal on the Class J Notes may also be made after payment of items (1) to (14) of the Interest Priority of Payments, provided that the Fund has sufficient Interest Available Funds, as follows:

- (a) *firstly*, payment of principal on the Class J Notes until the total amount repaid under this item is equal to the Class J Notes Expenses Portion;
- (b) *secondly*, payment of principal on the Class J Notes until the total amount repaid under this item is equal to the amount by which the Initial Cash Reserve Required Amount exceeds the Cash Reserve Required Amount as of the relevant Payment Date.

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

Directive 2014/59/EU, of May 15 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012,

of the European Parliament and of the Council ("BRRD") does not apply to the Fund, as Issuer of the Notes.

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

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

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

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

The Noteholders and the other creditors of the Fund will have no recourse against the Management Company, other than for non-performance of its duties or non-compliance with the provisions of the Deed of Incorporation, the rest of the Transaction Documents and the applicable laws and regulations.

In particular, the Noteholders and the other creditors of the Fund will have no recourse whatsoever against the Fund or the Management Company based on (i) delinquency or prepayment of the Receivables; (ii) non-fulfilment by the counterparties to the Transaction Documents entered in the name and on behalf of the Fund; or (iii) insufficiency of the credit enhancements to cover the payments of the Notes.

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

The obligations of the Seller and of the other entities participating in the transaction are limited to those included in the corresponding Transaction Documents to which each of them is a party, the most significant ones being described in this Prospectus and in the Deed of Incorporation.

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

- (a) sums payable to each Noteholder in respect of the Fund's obligations to such Noteholder shall be limited to the lesser of (i) the aggregate amount of all sums due and payable to such Noteholder and (ii) the aggregate amounts of the available funds, net of any sums which are payable to other persons in priority to or *pari passu* with such Noteholder in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payments, as applicable, set forth in sections 3.4.7.2 and 3.4.7.3 of the Additional Information, respectively;
- (b) upon liquidation of the Fund following final distribution of the Available Funds, the Noteholders shall have no further claim against the Fund in respect of any unpaid amounts and such unpaid amounts shall be discharged in full;

- (c) none of the Management Company, the Arranger, the Joint Lead Managers and any other party to the Transaction Documents shall be responsible for any of the Fund's liabilities; and
- (d) in particular, the Noteholders shall not have any right of action against the Management Company other than by reason of non-performance of its duties or non-compliance with the provisions of the Deed of Incorporation and the applicable laws and regulations.

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

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

The obligations of the Seller and of the other entities participating in the transaction are limited to those included in the corresponding Transaction Documents to which each of them is a party and all applicable laws and regulations, the most significant ones being described in this Prospectus and in the Deed of Incorporation.

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

#### **4.8. Nominal interest rate and provisions relating to interest payable**

##### **4.8.1. Nominal interest**

The return on the Notes will be determined through a floating or fixed interest rate, as provided below (the "**Interest Rate**"):

- (a) The Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes shall accrue, from the Disbursement Date until their full redemption, floating nominal interest on its Principal Amount Outstanding.
- (b) The Class J Notes shall accrue, from the Disbursement Date until their full redemption, fixed nominal interest on its Principal Amount Outstanding.

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

##### **4.8.2. Interest Accrual Periods and Payment Dates**

###### **Interest Accrual Periods**

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



Date and end on (but excluding) the final Payment Date of each Interest Accrual Period.

Exceptionally:

- (a) the first Interest Accrual Period will have a duration shorter than one month, beginning on the Disbursement Date (inclusive) and ending on the First Payment Date (not included) (the "**Initial Interest Accrual Period**"); and
- (b) the last Interest Accrual Period will begin on the last Payment Date prior to liquidation of the Fund (inclusive) and will end on the Notes Maturity Date (not included).

### **Payment Dates**

Interest in respect of the Notes will be payable monthly in arrears on the 25<sup>th</sup> of each calendar month (subject to Modified Following Business Day Convention) (each, a "**Payment Date**"), in respect of the Interest Accrual Period ending immediately prior thereto, in accordance with the Interest Priority of Payments or the Post-Enforcement Priority of Payments, and will be calculated on the basis of the actual number of days elapsed and a 360-day year (the "**Day Count Fraction**").

The first Payment Date will take place on the 25<sup>th</sup> of October 2024 (the "**First Payment Date**").

Withholding, contributions or taxes now or hereafter applicable to the principal, interest or returns on the Notes will be the sole responsibility of the Noteholders, and the amount thereof will be deducted by the Management Company, on behalf of the Fund, through the Paying Agent in the manner provided by law.

Payment will be made through the Paying Agent, which will use IBERCLEAR and its participating institutions to distribute the amounts to the Noteholders in accordance with their established procedures. Payment of interests and redemption of principal will be notified to the Noteholders in the events and with the notice established for each situation described in section 4.2.1 of the Additional Information.

For these purposes:

"**Business Day**" means a day which is a T2 Business Day other than (i) a Saturday, (ii) a Sunday or (iii) a public holiday in the city of Madrid (Spain).

"**T2 Business Day**" means a day on which the real time gross settlement system operated by the Eurosystem (T2) or any successor system, is open for settlement of payments.

The "**Modified Following Business Day Convention**" shall apply to all Notes, where if a Payment Date or the Legal Maturity Date is not a Business Day, the relevant date shall be postponed to the next day that is a Business Day unless in case that it would thereby fall into the next calendar month, in which event such date shall be deemed to be the immediately preceding Business Day.

### **4.8.3. Interest rate**

The Interest Rate for each Interest Accrual Period will be:

- (a) in respect of the Class A Notes, a floating rate equal to the Reference Rate plus a margin of 0.90% per annum (the "**Class A Interest Rate**"), provided that, if such resulting Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero);

- (b) in respect of the Class B Notes, a floating rate equal to the Reference Rate plus a margin of 1.30% per annum (the "**Class B Interest Rate**"), provided that, if such resulting Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero);
- (c) in respect of the Class C Notes, a floating rate equal to the Reference Rate plus a margin of 1.65% per annum (the "**Class C Interest Rate**"), provided that, if such resulting Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero);
- (d) in respect of the Class D Notes, a floating rate equal to the Reference Rate plus a margin of 2.50% per annum (the "**Class D Interest Rate**"), provided that, if such resulting Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero); and
- (e) in relation to the Class J Notes, a fixed rate equal to 7.0%, per annum (the "**Class J Interest Rate**").

#### **4.8.4. Reference Rate**

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

- (a) The EURIBOR for the one-month Euro deposits which appears on Reuters EURIBOR01 or Bloomberg (or any other pages replacing these pages in the future) at or about 11.00 a.m. CET on the Reference Rate Determination Date (the "**Screen Rate**").

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

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

The Accounts Bank shall communicate to the Management Company by email, before 12.00 p.m. CET on each Reference Rate Determination Date, the Reference Rate including the supporting documentation for such calculations.

As at the date of this Prospectus, EURIBOR is provided and administered by the EUROPEAN MONEY MARKETS INSTITUTE ("**EMMI**"). EMMI is included on the register of administrators and benchmarks established and maintained by the EUROPEAN SECURITIES AND MARKETS AUTHORITY (ESMA) pursuant to article 36 of the Benchmark Regulation.

#### **4.8.5. Fallback provisions**

##### **Base Rate Modification Event: terms and conditions**

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

- (i) a material disruption to EURIBOR, an adverse change in the methodology of calculating EURIBOR or EURIBOR ceasing to exist or to be published; or
  - (i) the insolvency or cessation of business of the EURIBOR administrator (in circumstances where no successor EURIBOR administrator has been appointed); or
  - (ii) a public statement by the EURIBOR administrator that it will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of EURIBOR or will be changed in an adverse manner); or
  - (iii) a public statement by the EURIBOR administrator that EURIBOR will not be included in the register under Article 36 of the Benchmark Regulation permanently or indefinitely;
  - (iv) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner; or
  - (v) a public statement by the supervisor of the EURIBOR administrator which means that EURIBOR may no longer be used or that its use is subject to restrictions or adverse consequences; or
  - (vi) a public announcement of the permanent or indefinite discontinuity of EURIBOR as it applies to the Notes; or
  - (vii) the reasonable expectation of the Management Company, in the name and on behalf of the Fund (acting on the advice of the Seller) that any of the events specified in sub-paragraphs (i), (ii), (iii), (iv), (v), (vi) or (vii) above will occur or exist within six (6) months of the proposed effective date of such Base Rate Modification.
- (b) Following the occurrence of a Base Rate Modification Event, the Management Company, in the name and on behalf of the Fund will (i) inform the Seller and the Swap Counterparty, and (ii) will make its best efforts to appoint a rate determination agent to carry out the tasks referred to in this section (the "**Rate Determination Agent**"). For the purposes of this section, the Rate Determination Agent shall mean an independent financial institution and dealer of international repute in the European Union appointed by the Management Company at the expense of the Fund (whose identity, for the avoidance of doubt, shall not need to be approved by the Noteholders).
- (c) The Rate Determination Agent shall determine an alternative base rate (the "**Alternative Base Rate**") to be substituted for EURIBOR as the Reference Rate of the Notes and those amendments to the Transaction Documents to be made by the Management Company, in the name and on behalf of the Fund, as are necessary or advisable to facilitate such change (the "**Base Rate Modification**"), provided that no such Base Rate Modification will be made unless the Rate Determination Agent has determined and confirmed to the Management Company in writing that:
- (i) such Base Rate Modification is being undertaken due to the occurrence of a Base Rate Modification Event and, in each case, such modification is required solely for such purpose and it has been drafted solely to such effect; and
  - (i) such Alternative Base Rate is:

- (A) a base rate published, endorsed, approved or recognised by the relevant regulatory authority or any stock exchange on which the Notes are listed or any relevant committee, working group, an industry body recognised nationally or internationally as representing participants in the asset backed securitisation market generally or other body established, sponsored or approved by any of the foregoing; or
- (B) a base rate utilised in a material number of publicly-listed new issues of Euro denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification; or
- (C) a base rate utilised in a publicly-listed new issue of Euro denominated asset backed floating rate notes where the originator of the relevant assets is the Seller or an affiliate of the Seller banking group; or
- (D) such other base rate as the Rate Determination Agent reasonably determines (and in relation to which the Rate Determination Agent has provided reasonable justification of its determination to the Management Company),

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

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

- (d) It is a condition to any such Base Rate Modification that:
  - (i) the Seller pays (or arranges for the payment of) all fees, costs and expenses (including legal fees) properly incurred by the Management Company and each other applicable party including, without limitation, any of the Transaction Parties, in connection with such modifications. For the avoidance of doubt, such costs shall not include any amount in respect of any reduction in the interest payable to a Noteholder or any change in the amount due to the Swap Counterparty or any change in the mark-to-market value of the Interest Rate Swap Agreement; and
  - (i) with respect to each Rating Agency, the Management Company shall notify such Rating Agency of the proposed modification and, in the Management Company's reasonable opinion, formed on the basis of due consideration and consultation with such Rating Agency (including, as applicable, upon receipt of oral or written (as applicable) confirmation from an appropriately authorised person at such Rating Agency), such modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency or (y) such Rating Agency placing the Rated Notes on rating watch negative (or equivalent).
- (e) When implementing any modification pursuant to this section, the Rate Determination Agent, the Management Company and the Seller, as applicable, shall act in good faith and (in the absence of gross negligence or wilful misconduct), shall have no responsibility whatsoever to the Noteholders or any other party.

- (f) If a Base Rate Modification is not made as a result of the application of section (c) above, and for so long as the Management Company (acting on the advice of the Seller) considers that a Base Rate Modification Event is continuing, the Management Company may or, upon request of the Seller, must initiate the procedure for a Base Rate Modification as set out in this section.
- (g) Any modification pursuant to this section must comply with the rules of any stock exchange on which the Notes are from time to time listed or admitted to trading and may be made on more than one occasion.
- (h) As long as a Base Rate Modification is not deemed final and binding in accordance with this section, the Reference Rate applicable to the Notes will be equal to the last Reference Rate available on the relevant applicable screen rate pursuant to section 4.8.4 above.
- (i) This section shall be without prejudice to the application of any higher interest under applicable mandatory law.
- (j) The Management Company, acting in the name and on behalf of the Fund, shall give at least 10 Business Days' prior written notice of the proposed Base Rate Modification to the Noteholders, the Swap Counterparty, and the Paying Agent before publishing a Base Rate Modification Noteholder Notice.
- (k) The Management Company, acting in the name and on behalf of the Fund, shall provide to the Noteholders a Base Rate Modification Noteholder Notice, at least forty (40) calendar days prior to the date on which it is proposed that the Base Rate Modification would take effect (such date being no less than ten (10) Business Days prior to the next Reference Rate Determination Date).
- (l) Noteholders representing at least ten per cent (10%) of the Principal Amount Outstanding of the Most Senior Class of Notes on the Base Rate Modification Record Date shall have not directed the Management Company in writing (or otherwise directed the Paying Agent (acting on behalf of the Fund) in accordance with the then current practice of any applicable clearing system through which such Most Senior Class of Notes may be held) within such notification period that such Noteholders of the Most Senior Class of Notes do not consent to the Base Rate Modification.
- (m) The Alternative Base Rate shall apply to the Interest Rate Swap Agreement for the purpose of aligning the base rate of the Interest Rate Swap Agreement to the Reference Rate of the Notes, unless the Swap Counterparty decides not to accept the Alternative Base Rate, and the Fund or the Swap Counterparty decides to early terminate the Interest Rate Swap Agreement as a consequence of a Base Rate Modification in accordance with the Interest Rate Swap Agreement.

However, if the Swap Counterparty after using reasonable efforts to agree actions and amendments to align to the Alternative Base Rate, is unable to accept the Alternative Base Rate and neither the Fund nor the Swap Counterparty decides to early terminate the Interest Rate Swap Agreement, the Reference Rate applicable to the Notes shall be different to the floating rate applicable under the Interest Rate Swap Agreement. For further information on the risks arising from this scenario, please refer to Risk Factor 1.2.7 above (*Risk relating to benchmarks and the hedging agreement*).

#### **Noteholder negative consent rights**

If Noteholders representing at least ten per cent (10%) of the Principal Amount Outstanding of the Most Senior Class of Notes on the Base Rate Modification Record Date have directed the Management Company in writing (otherwise directed the Paying Agent in accordance with

the current practice of any applicable clearing system through which such Most Senior Class of Notes may be held) within the notification period referred to above that such Noteholders of the Most Senior Class of Notes do not consent to the proposed Base Rate Modification, then the proposed Base Rate Modification will not be made and, the Reference Rate applicable to the Notes will be equal to the last Reference Rate available on the relevant applicable screen rate pursuant to section 4.8.4 above, unless an Ordinary Resolution is passed in favour of such proposed Base Rate Modification in accordance with section 4.11 of this Securities Note by each Class of Noteholders.

For the purposes of this section:

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

- (a) the date on which it is proposed that the Base Rate Modification shall take effect;
- (b) the period during which Noteholders of the Most Senior Class of Notes who are Noteholders on the Base Rate Modification Record Date may object to the proposed Base Rate Modification (which notice period shall commence at least forty (40) calendar days prior to the date on which it is proposed that the Base Rate Modification would take effect and continue for a period of not less than thirty (30) calendar days) and the method by which they may object;
- (c) the Base Rate Modification Event or Events which has or have occurred;
- (d) the Alternative Base Rate which is proposed to be adopted pursuant section 4.8.5.(c) of the Securities Note and the rationale for choosing the proposed Alternative Base Rate;
- (e) details of any modifications that the Issuer has agreed will be made to any hedging agreement to which it is party for the purpose of aligning any such hedging agreement with proposed Base Rate Modification or, where it has not been possible to agree such modifications with hedging counterparties, why such agreement has not been possible and the effect that this may have on the transaction (in the view of the Rate Determination Agent); and
- (f) details of (i) any amendments which the Management Company, acting in the name and on behalf of the Issuer, proposes to make to these conditions or any other Transaction Document and (ii) any new, supplemental or additional documents into which the Management Company, acting in the name and on behalf of the Issuer proposes to enter into to facilitate the changes envisaged pursuant to this section.

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

**"Most Senior Class"** means:

- (a) the Class A Notes whilst they remain outstanding;
- (b) once Class A Notes are fully repaid, the Class B Notes whilst they remain outstanding;
- (c) once Class A Notes and Class B Notes are fully repaid, the Class C Notes whilst they remain outstanding;
- (d) once Class A Notes, Class B Notes and Class C Notes are fully repaid, thereafter, the Class D Notes whilst they remain outstanding;

- (e) once Class A Notes, Class B Notes, Class C Notes and Class D Notes are fully repaid, thereafter, the Class J Notes.

#### **4.8.6. Determination of Interest Rate and calculations of Notes Interest Amount**

##### **Determination of Interest Rate**

The Management Company, based on the information provided by the Accounts Bank, shall determine the rate of interest applicable in respect of each Class of Notes, and calculate the amount of interest payable in respect of each Class of Notes (the "**Notes Interest Amount**") for the relevant Interest Accrual Period, two (2) Business Days prior to the relevant Payment Date, except for the Initial Interest Accrual Period, where the Interest Rate applicable to the Notes shall be determined on the second (2<sup>nd</sup>) Business Day before the Disbursement Date (the "**Reference Rate Determination Date**").

##### **Calculations of Notes Interest Amount**

The Notes Interest Amount payable on each Note in respect of each Interest Accrual Period shall be calculated in accordance with the following formula:

$$I = P \times R \times d / 360$$

Where:

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

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

**R** = Interest Rate expressed as a percentage.

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

The resultant Notes Interest Amount shall be rounded down to the nearest one cent.

##### **Notification of Interest Rate and Notes Interest Amount**

The Management Company (i) shall notify the Interest Rate to the Paying Agent at least three (3) Business Days in advance to each Payment Date (or such other date as agreed between the Management Company and the Paying Agent from time to time) and (ii) only applicable in respect of the Initial Interest Accrual Period, shall notify them in writing on that same date to the Joint Lead Managers. The Management Company will also communicate this information to AIAF.

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

##### **Notifications to be final**

All notifications, certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purpose of the provisions of this section whether by the Paying Agent or the Management Company shall (in the absence of wilful default, bad faith or manifest error) be binding on the Management

Company, the Issuer, AIAF or any other market on which the Notes are for the time being listed, the Paying Agent and the Noteholders.

**4.8.7. Interest Deferred**

To the extent that funds available to the Issuer to pay Notes Interest Amount due and payable on the Notes of any class (other than the Most Senior Class of Notes) on any Payment Date are insufficient to pay the full amount of such Notes Interest Amount, payment of the shortfall in respect of such Notes Interest Amount ("**Deferred Interest**") will not then fall due but will instead be deferred until the first Payment Date thereafter on which funds are available to the Issuer (after allowing for the Issuer's liabilities of higher priority and subject to and in accordance with the relevant Priority of Payments) to fund the payment of some or all of the Deferred Interest, and will fall due on such Payment Date to the extent of such available funds. Such Deferred Interest will not accrue interest.

Payment of Deferred Interest shall not be deferred beyond the Legal Maturity Date or beyond any earlier date on which the Notes are to be redeemed in full in accordance with section 4.9 below. Any amounts of Deferred Interest which have not then been paid shall thereupon become due and payable in full. On the Legal Maturity Date following final distribution of the available funds, the Noteholders shall have no further claim against the Fund in respect of any unpaid amounts and such unpaid amounts shall be discharged in full.

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

Not applicable.

**4.8.9. Adjustment rules with relation to events concerning the underlying**

Not applicable.

**4.8.10. Calculation Agent**

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

**4.8.11. Principal Deficiency Ledger**

A Principal Deficiency Ledger comprising five (5) sub-ledgers, being the Class A Notes Principal Deficiency Ledger, the Class B Notes Principal Deficiency Ledger, the Class C Notes Principal Deficiency Ledger, the Class D Notes Principal Deficiency Ledger and the Class J Notes Principal Deficiency Ledger respectively, will be established by the Management Company, acting for and on behalf of the Issuer, on the Disbursement Date and maintain thereafter in order to record Defaulted Amounts and/or the application of any Principal Available Funds to meet a Remaining Revenue Shortfall.

Any Defaulted Amounts and the application of any Principal Available Funds to meet a Remaining Revenue Shortfall shall:

- (a) firstly, be debited from the Class J Notes Principal Deficiency Ledger up to a maximum amount of €9,900,000 (such debit items then being recredited at item (11) of the Interest Priority of Payments);
- (b) once the Class J Notes Principal Deficiency Ledger has reached its limit, be debited from the Class D Notes Principal Deficiency Ledger up to the Principal Amount Outstanding of the Class D Notes (such debit items then being recredited at item (10) of the Interest Priority of Payments);



- (c) once the Class D Notes Principal Deficiency Ledger has reached its limit. be debited from the Class C Note Principal Deficiency Ledger up to the Principal Amount Outstanding of the Class C Notes (such debit items being recredited at item (8) of the Interest Priority of Payments);
- (d) once the Class C Notes Principal Deficiency Ledger has reached its limit. be debited from the Class B Notes Principal Deficiency Ledger up to the Principal Amount Outstanding of the Class B Notes (such items to be recredited at item (6) of the Interest Priority of Payments); and
- (e) once the Class B Notes Principal Deficiency Ledger has reached its limit. be debited from the Class A Notes Principal Deficiency Ledger up to the Principal Amount Outstanding of the Class A Notes (such items to be recredited at item (4) of the Interest Priority of Payments, as applicable).

The Management Company shall ensure that the Principal Deficiency Ledger be debited and credited on each Payment Date in accordance with the Interest Priority of Payments.

For the purposes of this section:

**“Defaulted Amounts”** means, as at the end of each Determination Period, in respect of a Transferred Receivable which has become a Defaulted Receivable during such Determination Period, the Principal Balance of such Defaulted Receivable.

**“Defaulted Receivable”** means each Transferred Receivable in respect of which, in accordance with the Seller’s Guidelines or the Servicer’s customary and usual servicing procedures, the Servicer has recorded in its system that such Transferred Receivable is five (5) or more instalments (including any partially unpaid instalment) past due.

**“Remaining Revenue Shortfall”** means for each Determination Date, the amount, if any, by which Interest Available Funds (including amounts to be released from the Cash Reserve Fund to remedy a Revenue Shortfall but excluding item (d) of the definition of Interest Available Funds) will be insufficient to pay or provide for payment of the FT Fees, the Swap Senior Payments and Notes Interest Amount due and owing on the Most Senior Class of Notes (other than the Class J Notes) in full on the immediately succeeding Payment Date.

**“Transferred Receivable”** means each Receivable which has been sold and assigned by the Seller to the Issuer pursuant to the Master Receivables Sale Agreement and has not been retransferred to or repurchased by, the Seller or a third party as permitted or contemplated by the Transaction Documents.

#### **4.9. Redemption of the securities**

##### **4.9.1. Redemption price**

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

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

##### **4.9.2. Date and forms of redemption**

The Notes can be redeemed in the following scenarios:

- (a) On the Legal Maturity Date,

- (b) Prior to the Legal Maturity Date:
  - (i) Redemption on each Payment Date during the Revolving Period, the Amortisation Period or the Accelerated Amortisation Period, and/or
  - (ii) Early Redemption of the Notes if an Early Liquidation of the Fund is triggered.

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

#### 4.9.3. Final Redemption of the Notes

The final maturity of the Notes will take place on the date on which they are fully redeemed or on the Legal Maturity Date of the Fund, i.e., the Payment Date falling in April 2037 (subject to the Modified Following Business Day Convention) (the "**Notes Maturity Date**").

The Notes will be redeemed by reducing their Principal Amount Outstanding until their full redemption in accordance with the redemption rules set out below.

#### 4.9.4. Redemption of the Notes prior to the Notes Maturity Date

The Fund will feature three periods of time:

- (a) the Revolving Period under which the Revolving Period Principal Priority of Payments applies (set forth in section 3.4.7 of the Additional Information);
- (b) the Amortisation Period under which the Amortisation Period Principal Priority of Payments applies (set forth in section 3.4.7 of the Additional Information), and
- (c) If an Accelerated Amortisation Event occurs, the Accelerated Amortisation Period, under which the Post-Enforcement Priority of Payments applies (set forth in section 3.4.7 of the Additional Information).

##### (i) **Revolving Period**

The "**Revolving Period**" is the period commencing on the Incorporation Date and ending on the earlier of: (a) the Payment Date falling in September 2026 (the "**Specified Revolving Period End Date**"); (b) the date of occurrence of an Early Amortisation Event (but excluding that date); or (c) the date of approval of an Enforcement Resolution by the Meeting of Creditors (but excluding that date).

As set forth in section 3.4.7.2.2(ii) of the Additional Information, the Principal Available Funds (as defined below) shall be applied on each Payment Date, after the application of an amount equal to the Remaining Revenue Shortfall (if any) on that Payment Date, as Principal Available Funds in or towards retention in the Transaction Account for the purposes of making payment of the Purchase Price of the Additional Receivables to be purchased by the Fund on subsequent Purchase Dates.

If no amounts are retained in the Transaction Account as per the provisions in the preceding paragraph, or there is excess Principal Available Funds following application of such preceding paragraph, the Principal Available Funds will be applied in or towards repayment of principal on the Notes in sequential order.

**(ii) Amortisation Period:**

“**Amortisation Period**” shall mean the period commencing on the date of the occurrence of the earlier of: (i) the Specified Revolving Period End Date (but excluding that date); and (ii) the date of occurrence of an Early Amortisation Event (and including that date), and ending on the earlier of: (a) the date of approval of an Enforcement Resolution by the Meeting of Creditors; and (b) the date on which there are no amounts outstanding in respect of the Notes.

During the Amortisation Period, redemption of the Notes will be sequential in accordance with the Amortisation Period Principal Priority of Payments and the Principal Available Funds shall be applied on each Payment Date, after the application of an amount equal to the Remaining Revenue Shortfall (if any) on that Payment Date as Interest Available Funds, as follows:

- (1) To redeem the principal of the Class A Notes until redeemed in full.
- (2) Once the Class A Notes have been redeemed in full, to redeem the principal of the Class B Notes until redeemed in full.
- (3) Once the Class B Notes have been redeemed in full, to redeem the principal of the Class C Notes until redeemed in full.
- (4) Once the Class C Notes have been redeemed in full, to redeem the principal of the Class D Notes until redeemed in full.
- (5) Once the Class D Notes have been redeemed in full, to redeem the principal of the Class J Notes until redeemed in full.

Notwithstanding the above, payments of principal on the Class J Notes may also be made after payment of items (1) to (14) of the Interest Priority of Payments, provided that the Fund has sufficient Interest Available Funds, as follows:

- (a) *firstly*, payment of principal on the Class J Notes until the total amount repaid under this item is equal to the Class J Notes Expenses Portion;
- (b) *secondly*, payment of principal on the Class J Notes until the total amount repaid under this item is equal to the amount by which the Initial Cash Reserve Required Amount exceeds the Cash Reserve Required Amount as of the relevant Payment Date.

In addition, if the amount standing to the credit of the Pre-Funding Reserve Fund as at the sixth Payment Date exceeds €500,000, then that full amount will be applied in redemption of each outstanding Class of Notes *pari passu* and *pro rata* according to their respective Principal Amounts Outstanding on that Payment Date prior to the application of Principal Available Funds in accordance with the applicable Priority of Payments on that Payment Date, and that amount will not be made part of the Principal Available Funds on that Payment Date.

For the purposes of this section:

“**Early Amortisation Event**” means the occurrence of any of the following events:

- (a) *Insolvency*: the occurrence of an Insolvency Event in relation to:
  - (i) the Seller,
  - (ii) the Servicer, or

- (iii) the Back-Up Servicer (to the extent not acting as Servicer) if six months (6) months have elapsed since the occurrence of an Insolvency Event in respect of the Back-Up Servicer without a new back-up servicer having been found that is prepared to take over servicing of the Receivables pursuant to section 3.7.1 of the Additional Information;
- (b) *Failure to pay (Issuer)*: the failure by the Issuer to make a payment under the Transaction Documents within the term provided thereunder (which shall take into account any applicable grace period), provided that such failure to pay does not constitute an Event of Default;
- (c) *Failure to pay (Seller)*: the failure by the Seller to make a payment when due in accordance with the Master Receivables Sale Agreement and such failure is not remedied within 3 Business Days after a written notice to or discovery of such failure by an officer of the Seller;
- (d) *Breach of Obligations*: the failure by the Seller to comply with its relevant obligations under the Transaction Documents which continues unremedied for a period of 5 Business Days after a written notice to or discovery of such failure by an officer of the Seller;
- (e) *Breach of Representation*: any representation or warranty made by the Seller in the Transaction Documents, or any information required to be delivered by the Seller pursuant to the Transaction Documents: (i) shall prove to have been incorrect in any material respect when made or when delivered, which (if capable of being remedied) continues to be incorrect for a period of 20 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Seller by the Management Company, in the name and on behalf of the Issuer, or to the Seller and the Issuer by the Most Senior Class of Notes (the delivery of such notice being approved by means of an Ordinary Resolution), and (ii) as a result of which there is a Material Adverse Effect on the interests of the Most Senior Class of Notes which (if capable of being remedied) continues unremedied during such 20 day period; provided, however, that an Early Amortisation Event shall not be deemed to have occurred if the Seller has complied with its obligations pursuant to section 2.2.9 of the Additional Information, in respect of the related Receivable, or all of such Receivables, if applicable, during such period;
- (f) the occurrence of a Servicer Default and a replacement has not been appointed in accordance with the Transaction Documents;
- (g) the occurrence of a Portfolio Performance Trigger Event;
- (h) the occurrence of an Event of Default;
- (i) a failure to maintain the Cash Reserve Fund at the Cash Reserve Required Amount on any Payment Date;
- (j) the aggregate Principal Balance of all Eligible Receivables is less than €175,000,000; or
- (k) on any Payment Date, a debit balance remains outstanding on any of the Principal Deficiency Ledgers following the relevant payments and/or provisions required to be made by the Issuer on such date in accordance with the Interest Priority of Payments and such debit balance is not cured on the next successive Payment Date.

For the purposes of this section:

**"Insolvency Event"** shall mean in respect of the Seller or the Servicer:

- (a) the Seller or the Servicer (as applicable) is unable or admits its inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- (b) any corporate action, legal proceedings or other procedure or step is taken in relation to:
  - (i) a declaration of insolvency (*concurso*), winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Seller or the Servicer (as applicable);
  - (ii) a composition, compromise, assignment or arrangement with any creditor of the Seller or the Servicer (as applicable), by reason of actual or anticipated financial difficulties and such proceedings are not being disputed in good faith with a reasonable prospect of success; or
  - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Seller or the Servicer (as applicable) or any of its assets.
- (c) or any analogous procedure or step is taken in any jurisdiction.

**"Material Adverse Effect"** means, as the context specifies:

- (a) a material adverse effect on the validity or enforceability of any of the Transaction Documents; or
- (b) in respect of a Transaction Party or Noteholder, a material adverse effect on:
  - (i) the business, operations, assets, property, condition (financial or otherwise) or prospects of such Transaction Party or Noteholder; or
  - (ii) the ability of such Transaction Party to perform its obligations under any of the Transaction Documents; or
  - (iii) the rights or remedies of such Transaction Party under any of the Transaction Documents; or
- (c) in the context of the related ancillary rights attached to the Receivables, a material adverse effect on the interests of the Issuer in the ancillary rights, or on the ability of the Issuer (or the Servicer on the Issuer's behalf) to collect the Transferred Receivables.

**"Servicer Default"** means the occurrence of any of the following events:

- (a) *Failure to pay*: any failure by the Servicer to pay any amounts due pursuant to the Servicing Agreement or any other Transaction Document to the Issuer within 5 Business Days of the due date thereof or the date of demand, if payable on demand;
- (b) *Breach of Obligations*: failure on the part of the Servicer duly to observe or perform in any respect any other covenants or agreements of the Servicer set forth in the Servicing Agreement or any Transaction Document which has a Material Adverse Effect on the interests of the Most Senior Class of Notes and which failure, if capable of remedy, continues unremedied for a period of 20 days;

- (c) *Failure to deliver reports:* failure on the part of the Servicer to deliver any Monthly Servicer Report (as this term is defined in the Servicing Agreement) within 10 (ten) Business Days of the date when due, or delivery by the Servicer of an incomplete Monthly Servicer Report unless such failure is due to force majeure and/or technical delays not attributable to the Servicer, **provided that** it is delivered within 5 (five) Business Days after such events cease to persist and, in respect of an incomplete Monthly Servicer Report, such incomplete report has a Material Adverse Effect on the Noteholders of the Rated Notes;
- (d) *Breach of Representation and Warranties:* any relevant representation, warranty or certification made by the Servicer in the Servicing Agreement or in any certificate delivered pursuant thereto proves to have been incorrect when made, which has a Material Adverse Effect on the interests of the Most Senior Class of Notes and continues to be incorrect for a period of twenty-five (25) days or more after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Issuer and continues to have a Material Adverse Effect on the interests of the Most Senior Class of Notes for such period;
- (e) *Insolvency:*
  - (i) the Servicer consents to or takes any corporate action relating to the appointment of a receiver, administrator, administrative receiver, liquidator, trustee or similar officer in relation to the Servicer or in relation to all or substantially all of its revenues and assets and such receiver, administrator, administrative receiver, liquidator, trustee or similar officer is legally and validly appointed and such appointment is not discharged within fourteen (14) days;
  - (ii) proceedings are initiated against the Servicer under any applicable liquidation, insolvency, composition, re-organisation or similar laws for its winding-up, dissolution, administration or re-organisation and such proceedings are not (i) discharged or stayed within sixty (60) days; (ii) being disputed by the Servicer in good faith with a reasonable prospect of success, circumstance which must be certified by written notice of the Most Senior Class of Notes (the delivery of such notice being approved by means of an Extraordinary Resolution); or (iii) frivolous or vexatious;
  - (iii) a duly authorised officer of the Servicer shall admit in writing that the Servicer is unable to pay its debts as they fall due ("*no puede cumplir regularmente sus obligaciones exigibles*") within the meaning of Article 2.3 of the Spanish Insolvency Law or the Servicer makes a general assignment or trust for the benefit of or a composition with its creditors or voluntarily suspends payments of its obligations with a view to the general readjustment or rescheduling of its indebtedness or takes any action under Articles 585 *et seq.* or Articles 614 *et seq.* of the Spanish Insolvency Law;
- (f) *Licenses:* the Servicer fails to maintain any qualifications, licences, approvals or consents necessary to undertake its servicing duties hereunder where such failure would have a Material Adverse Effect on the interests of the Most Senior Class of Notes and such failure continues unremedied for a period of thirty (30) days or more after the date on which the Servicer is aware of such failure;
- (g) *Delegation:* the Servicer delegates any of its duties hereunder otherwise than in accordance with the Transaction Documents;
- (h) *Illegality:* it is or becomes unlawful for the Servicer to perform any of its obligations under the Transaction Documents to which it is a party or any of the Transaction

Documents cease to be legal, valid, binding and enforceable obligations of the Servicer;  
or

- (i) *Litigation*: the commencement of any material litigation or regulatory proceedings in respect of the Servicer.

Notwithstanding the foregoing, a delay in or failure of performance referred to under events (b), (d), (e)(i) and (e)(ii) above for an additional period of 45 Days, shall not constitute a Servicer Default if the Servicer presents a reasonable plan to remedy such Servicer Default which is approved by the Meeting of Creditors by means of an Extraordinary Resolution.

A "**Portfolio Performance Trigger Event**" shall occur where, on any Determination Date during the Revolving Period, any of (i) the Cumulative Net Loss Trigger; and/or (ii) the Dynamic Delinquency Trigger tests are failed.

"**Cumulative Net Loss Trigger**" shall be breached where, as of any Calculation Date the Cumulative Net Loss calculated on the relevant Determination Date and expressed as a percentage is equal to or greater than 7.5 per cent.

"**Cumulative Net Loss**" shall mean the product of:

- (a) the aggregate Principal Balance of all Transferred Receivables which have been, at any time, more than four (4) instalments past due, net of any principal portion of the Recoveries; divided by
- (b) the aggregate Purchase Price and Initial Consideration (as applicable) of all Receivables which are or have, at any time, been Transferred Receivables,

provided that for this purpose, repurchased Receivables which were Defaulted Receivables on their repurchase date shall be deemed to remain Transferred Receivables.

"**Recoveries**" means all amounts recovered in respect of Defaulted Receivables.

"**Dynamic Delinquency Trigger**" shall mean as of any Calculation Date, and the test shall be failed, where the aggregate Principal Balance of Transferred Receivables that are recorded on the Servicer's systems (in accordance with the Seller's Guidelines and its usual and customary servicing procedures) as three (3) instalments to 7 (seven) instalments past due, expressed as a percentage of the aggregate Principal Balance of all of the Transferred Receivables, is equal to or more than 3.5 per cent.

"**Aggregate Outstanding Amount of Receivables**" means, in respect of all Transferred Receivables on any date of calculation, the aggregate Principal Balance of the Eligible Receivables.

"**Eligible Receivables**" shall mean Receivables which comply with the Eligibility Criteria, in each case as of the Cut-Off Date in respect of such Receivables and which arise from a Designated Agreement which was an Eligible UPL Agreement on the Cut-Off Date relating to such UPL Agreement.

"**Designated Agreement**" means a UPL Agreement identified by a specific number specific to such UPL Agreement, being the customer account ID, in respect of which some or all of the Receivables arising thereunder have been assigned to the Issuer as a result of acceptance of a Purchase Offer in accordance with section 3.3.2.2.1 of the Additional Information and the Master Receivables Sale Agreement.

**(iii) Accelerated Amortisation Period:**

Following the occurrence of an Accelerated Amortisation Event, redemption of the Notes will be sequential in accordance with the Post-Enforcement Priority of Payments as follows:

- (a) Class A Notes principal redemption holds the fourth (4<sup>th</sup>) place;
- (b) Class B Notes principal redemption holds the sixth (6<sup>th</sup>) place;
- (c) Class C Notes principal redemption holds the eighth (8<sup>th</sup>) place;
- (d) Class D Notes principal redemption holds the tenth (10<sup>th</sup>) place; and
- (e) Class J Notes principal redemption holds the thirteenth (13<sup>th</sup>) place.

In addition, if the amount standing to the credit of the Pre-Funding Reserve Fund as at the sixth Payment Date exceeds €500,000, then that full amount will be applied in redemption of each outstanding Class of Notes *pari passu* and *pro rata* according to their respective Principal Amounts Outstanding on that Payment Date prior to the application of Principal Available Funds in accordance with the applicable Priority of Payments on that Payment Date, and that amount will not be made part of the Principal Available Funds on that Payment Date.

An “**Accelerated Amortisation Event**” means the approval of an Enforcement Resolution following the occurrence of an Event of Default (as defined in section 4.9.5 below).

**4.9.5. Events of Default**

Each of the following events shall be an “**Event of Default**”:

- (a) **Non-payment of principal:** the Issuer fails to pay any amount of principal in respect of the Notes within five (5) Business Days following the Payment Date of such principal; and
- (b) **Non-payment of interest:** the Issuer fails to pay any Notes Interest Amount on the Most Senior Class of Notes within five (5) Business Days following the Payment Date of such Notes Interest Amount.
- (c) **Breach of other obligations:** the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes or any of the other Transaction Documents and the holders of the Most Senior Class of Notes approve an Extraordinary Resolution stating that such breach is materially prejudicial to the interests of the Noteholders of the Most Senior Class of Notes and is either: (a) incapable of remedy; or (b) capable of remedy, but remains unremedied for thirty (30) calendar days or such longer period as the Meeting of Creditors may approve after the Meeting of Creditors has given written notice of such default to the Management Company, in the name and on behalf of the Issuer.
- (d) **Misrepresentation:** any of the representations and warranties made by the Issuer under any of the Transaction Documents proves to be untrue, incorrect or misleading when made or repeated in any respect which is material for the interests of the Most Senior Class of Notes and the holders of the Most Senior Class of Notes approve an Extraordinary Resolution stating that such breach is materially prejudicial to the interests of the Noteholders of the Most Senior Class of Notes and is either: (a) incapable of remedy; or (b) capable of remedy, but remains unremedied for thirty (30) calendar days or such longer period as the Meeting of Creditors may approve after the Meeting of Creditors has given written notice of such default to the Management Company, in the name and on behalf of the Issuer.



- (e) **Unlawfulness:** it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any of the other Transaction Documents.

If an Event of Default occurs and is continuing, the Meeting of Creditors shall be entitled (but not obliged) to:

- (a) if so requested in writing by the holders of at least 25 per cent. of the Principal Amount Outstanding of the Most Senior Class of outstanding Notes; or
- (b) if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of outstanding Notes,

approve an Enforcement Resolution.

The approval of an Enforcement Resolution by the Meeting of Creditors shall trigger the end of the Amortisation Period (or the Revolving Period, as the case may be) and the commencement of the Accelerated Amortisation Period on the Payment Date falling on or immediately after the approval of an Enforcement Resolution.

For clarification purposes, the mere occurrence (or declaration) of an Event of Default (and the approval of an Enforcement Resolution by the Meeting of Creditors) do not constitute an Early Liquidation Event.

The Management Company shall promptly notify all Noteholders in writing (in accordance with section 4 of the Additional Information) and the other Transaction Parties of the occurrence of an Event of Default.

For the purposes of this section, “*continuing*”, in respect of an Event of Default, shall be construed as a reference to an Event of Default which has not been waived or remedied in accordance with the terms of the Prospectus or, as the case may be, the relevant Transaction Document.

#### **4.9.6. Early Redemption of the Notes upon the occurrence of an Early Liquidation Event**

##### **4.9.6.1. Mandatory Early Liquidation Events**

The Management Company shall carry out the Early Liquidation of the Fund and, thus, the Early Redemption of the Notes in whole (but not in part) at any time upon the occurrence of any of the Mandatory Early Liquidation Events.

The Management Company, acting on behalf of the Fund, shall carry out the Early Redemption of the Notes even if the holders of any of the Classes of Notes suffer a loss.

Please refer to section 4.4.3.1 of the Registration Document for further information.

##### **4.9.6.2. Optional redemption in whole: Clean Up Call Option**

The Seller will have the option (but not the obligation) at its own discretion to instruct the Management Company to carry out an Early Liquidation of the Fund and an Early Redemption of the Notes in whole (but not in part) on any Clean Up Call Option Date upon the occurrence of a Clean-Up Call Event.

The Management Company, acting on behalf of the Fund, shall carry out the Early Redemption of the Notes at the request of the Seller **provided that** the Repurchase Early Liquidation Amount (together with any amounts then standing to the credit of the Transaction Account and any other funds available to the Issuer) must at least equal an amount that is sufficient to (I) redeem the Rated Notes then outstanding in full together with accrued and unpaid

interest on such Notes, (II) pay amounts required under the Post-Enforcement Priority of Payments to be paid in priority to or *pari passu* with the Notes on the Early Liquidation Date; and (III) pay any other costs associated with the exercise of the Clean Up Call Option.

Please refer to section 4.4.3.2(a) of the Registration Document for further information.

**4.9.6.3. Optional redemption in whole: Call Option**

The Seller will have the option (but not the obligation) at its own discretion to instruct the Management Company to carry out an Early Liquidation of the Fund and an Early Redemption of the Notes in whole (but not in part) on any Call Option Completion Date.

The Management Company, acting on behalf of the Fund, shall carry out the Early Redemption of the Notes at the request of the Seller **provided that** the Repurchase Early Liquidation Amount (together with any amounts then standing to the credit of the Transaction Account and any other funds available to the Issuer) must at least equal an amount that is sufficient to (I) redeem the Rated Notes then outstanding in full together with accrued and unpaid interest on such Notes, (II) pay amounts required under the Post-Enforcement Priority of Payments to be paid in priority to or *pari passu* with the Notes on the Early Liquidation Date; and (III) pay any other costs associated with the exercise of the Call Option.

Please refer to section 4.4.3.2(b) of the Registration Document for further information.

**4.9.6.4. Optional redemption in whole: Tax Change Call Option**

The Seller will have the option (but not the obligation) at its own discretion to instruct the Management Company to carry out an Early Liquidation of the Fund and an Early Redemption of the Notes in whole (but not in part) at any time upon the occurrence of a Tax Change Event.

The Management Company, acting on behalf of the Fund, shall carry out the Early Redemption of the Notes at the request of the Seller **provided that** the Repurchase Early Liquidation Amount (together with any amounts then standing to the credit of the Transaction Account and any other funds available to the Issuer) must at least equal an amount that is sufficient to (I) redeem the Rated Notes then outstanding in full together with accrued and unpaid interest on such Notes, (II) pay amounts required under the Post-Enforcement Priority of Payments to be paid in priority to or *pari passu* with the Notes on the Early Liquidation Date; and (III) pay any other costs associated with the exercise of the Tax Change Call Option.

Please refer to section 4.4.3.2(c) of the Registration Document for further information.

**4.10. Indication of investor yield and calculation method**

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

- (a) The schedule for redeeming each of the Credits established in the corresponding UPL Agreements.
- (b) The ability of the Obligors to redeem the Credits totally or partially in advance and the speed with which this redemption takes place during the duration of the Fund. Thus, the redemption of the Credits by the Obligors, subject to ongoing changes, and estimated in this Prospectus through the use of several assumptions regarding the behaviour of the future CPR, which will directly influence the speed of the redemption of the Notes, and, therefore, the average life and duration of the Notes.
- (c) The interest rates applicable to the Credits, which will cause the amount to be paid in each instalment to vary.

- (d) A default by the Obligors regarding payment of the Credit instalments.

Calculated estimates as to the estimated average life of the Notes can only be made based on certain assumptions. These estimates have certain inherent limitations. No representations are made that such estimates are accurate, or that all assumptions relating to such estimates have been considered or stated or that such estimates will be realised.

The model used for the purpose of calculating estimates presented below employs an assumed CPR. The CPR is an assumed constant rate of payment of principal, which, when applied monthly, changes the monthly expected outstanding principal amount of the Securitised Portfolio and allows for calculation of the monthly principal payment of the Rated Notes. The CPR showed in the tables below is an annualised figure.

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

- (a) the Weighted Average Yield of the Initial Receivables is 14.4% as of 31<sup>st</sup> August 2024;
- (b) in order to determinate the amortisation profile, it has been assumed that (i) all Principal Available Funds available to be applied in accordance with item (2) of the Revolving Period Principal Priority of Payments on each Payment Date during the Revolving Period and (ii) all amounts standing to the credit of the Pre-Funding Reserve Fund as at the Disbursement Date has been utilised to purchase Receivables;
- (c) during the Revolving Period, new Receivables are transferred to keep the aggregate Principal Balance of the Securitised Portfolio constant (and equal to the initial aggregate Principal Balance of the Securitised Portfolio);
- (d) the Revolving Period will end on, and include, the Payment Date falling in September 2026;
- (e) there are no Interest Available Funds to be applied as Principal Available Funds under the Revolving Period Principal Priority of Payments or Amortisation Period Principal Priority of Payments (as applicable);
- (f) the CPR shown in the tables is an annualised figure. The range of scenarios have been defined based on historic information shared by the Seller;
- (g) the weighted average interest rate of the Notes is equal to 4.55% as of 3 October 2024 (assuming a 1-month EURIBOR rate of 3.33% on 3 October 2024) and the weighted average spread is 1.41%;
- (h) the calculation of the weighted average life (in years) is calculated on an Actual/360 basis;
- (i) payment of principal and interest due and payable under the Rated Notes will be received on the relevant Payment Date;
- (j) no Early Amortisation Event has occurred, no Enforcement Resolution has been approved and no Portfolio Performance Trigger Event has occurred;
- (k) the Receivables fully amortise according to their amortisation plan;
- (l) the Disbursement Date is 15 October 2024;
- (m) for calculation of the estimated weighted average life of the Notes, clauses (c), (d) and (f) of the definition of "Principal Available Funds" are considered to be zero;

- (n) Remaining Revenue Shortfall does not occur;
- (o) the principal of the Notes is repaid according to the relevant Priorities of Payments up to the Legal Maturity Date;
- (p) payments made under the Swap Transaction are consistent with the terms and conditions set forth in the Interest Rate Swap Agreement;
- (q) FT Fees in an amount of EUR 150,000;
- (r) paragraphs (b), (f), (h), and (i) of the Interest Available Funds are considered to be zero;
- (s) the 25<sup>th</sup> day of each relevant month has been used as the Interest Payment Date (IPD) for all calculations and payments; and
- (t) the estimated cash flows displayed in this section 4.10 of the Securities Note have been calculated considering (i) an annual constant default rate (CDR) of 3.5% and (ii) and a recovery rate of 18.5% at 24 months, that are consistent with the rates of the Seller's portfolio of equivalent loans.

The actual characteristics and performance of the Receivables will differ from the assumptions used in constructing the tables set forth below, which are hypothetical in nature and provided only to give a general sense of how the principal cash flows might behave under varying monthly rates of principal prepayment scenarios. For example, it is unlikely that the Receivables will pay at a constant monthly rate of principal payment until maturity. Any difference between such assumptions and the actual characteristics and performance of the Receivables, or actual monthly rate of principal prepayment, will affect the estimated weighted average life of the Rated Notes.

Subject to the foregoing discussion and assumptions, the following tables indicate the estimated weighted average life, the IRR and the expected maturity of the Notes assuming the hypotheses described above and under two scenarios: (i) no exercise of the Clean-Up Call Option; and (ii) exercise of the Clean-Up Call Option.

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Scenario (CPR)	Assuming No Exercise of Clean-Up Call Option					
	0% CPR	5% CPR	10% CPR	15% CPR	20% CPR	25% CPR
<b>Class A Notes</b>						
Weighted Average Life (Years)	2.9	2.9	2.8	2.8	2.7	2.7
Internal rate of return (%)	4.6%	4.6%	4.6%	4.6%	4.6%	4.6%
Expected maturity (date)	Aug-28	Jul-28	Jul-28	Jun-28	May-28	Apr-28
<b>Class B Notes</b>						
Weighted Average Life (Years)	4.0	4.0	3.9	3.8	3.8	3.7
Internal rate of return (%)	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Expected maturity (date)	Oct-28	Oct-28	Sep-28	Aug-28	Aug-28	Jul-28
<b>Class C Notes</b>						
Weighted Average Life (Years)	4.2	4.2	4.1	4.0	4.0	3.9
Internal rate of return (%)	5.4%	5.4%	5.4%	5.4%	5.4%	5.4%
Expected maturity (date)	Dec-28	Dec-28	Nov-28	Nov-28	Oct-28	Sep-28
<b>Class D Notes</b>						
Weighted Average Life (Years)	4.4	4.4	4.3	4.3	4.3	4.2
Internal rate of return (%)	6.3%	6.3%	6.3%	6.3%	6.3%	6.3%
Expected maturity (date)	Mar-29	Mar-29	Mar-29	Feb-29	Feb-29	Feb-29
<b>Class J Notes</b>						
Weighted Average Life (Years)	3.7	3.7	3.7	3.6	3.6	3.6
Internal rate of return (%)	7.3%	7.3%	7.3%	7.3%	7.3%	7.3%
Expected maturity (date)	Sep-29	Sep-29	Sep-29	Sep-29	Sep-29	Sep-29

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Assuming Exercise of Clean-Up Call Option						
Scenario (CPR)	0% CPR	5% CPR	10% CPR	15% CPR	20% CPR	25% CPR
<b>Class A Notes</b>						
Weighted Average Life (Years)	2.9	2.9	2.8	2.8	2.7	2.7
Internal rate of return (%)	4.6%	4.6%	4.6%	4.6%	4.6%	4.6%
Expected maturity (date)	Aug-28	Jul-28	Jul-28	Jun-28	May-28	Apr-28
<b>Class B Notes</b>						
Weighted Average Life (Years)	4.0	3.9	3.8	3.7	3.7	3.6
Internal rate of return (%)	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Expected maturity (date)	Sep-28	Aug-28	Jul-28	Jun-28	May-28	May-28
<b>Class C Notes</b>						
Weighted Average Life (Years)	4.0	3.9	3.8	3.7	3.7	3.7
Internal rate of return (%)	5.4%	5.4%	5.4%	5.4%	5.4%	5.4%
Expected maturity (date)	Sep-28	Aug-28	Jul-28	Jun-28	May-28	May-28
<b>Class D Notes</b>						
Weighted Average Life (Years)	4.0	3.9	3.8	3.7	3.7	3.7
Internal rate of return (%)	6.3%	6.3%	6.3%	6.3%	6.3%	6.3%
Expected maturity (date)	Sep-28	Aug-28	Jul-28	Jun-28	May-28	May-28
<b>Class J Notes</b>						
Weighted Average Life (Years)	3.3	3.2	3.1	3.0	3.0	3.0
Internal rate of return (%)	7.3%	7.3%	7.3%	7.3%	7.3%	7.3%
Expected maturity (date)	Sep-28	Aug-28	Jul-28	Jun-28	May-28	May-28

Set forth below are the tables showing the debt service for each Class of Notes for a CPR of 15%, which is consistent with the Cash Flow Model provided by Jefferies.

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With Clean-Up Call (15% CPR):

CPR (15%)	Class A			
	Coupon: 1mEURIBOR + 0.90%			
Payment Date	Amount EoP (EUR)	Principal (EUR)	Interest (EUR)	Total Cashflow (EUR)
Closing Date	204,000,000	-	-	-
Oct-24	204,000,000	-	252,790	252,790
Nov-24	204,000,000	-	783,649	783,649
Dec-24	204,000,000	-	758,370	758,370
Jan-25	204,000,000	-	783,649	783,649
Feb-25	204,000,000	-	783,649	783,649
Mar-25	204,000,000	-	707,812	707,812
Apr-25	204,000,000	-	783,649	783,649
May-25	204,000,000	-	758,370	758,370
Jun-25	204,000,000	-	783,649	783,649
Jul-25	204,000,000	-	758,370	758,370
Aug-25	204,000,000	-	783,649	783,649
Sep-25	204,000,000	-	783,649	783,649
Oct-25	204,000,000	-	758,370	758,370
Nov-25	204,000,000	-	783,649	783,649
Dec-25	204,000,000	-	758,370	758,370
Jan-26	204,000,000	-	783,649	783,649
Feb-26	204,000,000	-	783,649	783,649
Mar-26	204,000,000	-	707,812	707,812
Apr-26	204,000,000	-	783,649	783,649
May-26	204,000,000	-	758,370	758,370
Jun-26	204,000,000	-	783,649	783,649
Jul-26	204,000,000	-	758,370	758,370
Aug-26	204,000,000	-	783,649	783,649
Sep-26	204,000,000	-	783,649	783,649
Oct-26	191,523,392	12,476,608	758,370	13,234,978
Nov-26	179,286,223	12,237,168	735,721	12,972,890
Dec-26	167,282,982	12,003,241	666,497	12,669,738
Jan-27	155,508,238	11,774,744	642,604	12,417,348
Feb-27	143,956,641	11,551,597	597,372	12,148,969
Mar-27	132,622,933	11,333,708	499,482	11,833,190
Apr-27	121,501,930	11,121,003	509,460	11,630,463
May-27	110,690,950	10,810,980	451,683	11,262,663
Jun-27	100,071,916	10,619,034	425,210	11,044,244
Jul-27	89,640,087	10,431,829	372,017	10,803,846
Aug-27	79,382,166	10,257,921	344,345	10,602,266
Sep-27	69,294,096	10,088,070	304,940	10,393,010
Oct-27	59,372,062	9,922,034	257,601	10,179,635
Nov-27	49,894,189	9,477,873	228,073	9,705,946
Dec-27	40,861,915	9,032,275	185,482	9,217,756
Jan-28	32,276,783	8,585,132	156,968	8,742,100
Feb-28	24,054,326	8,222,457	123,989	8,346,445
Mar-28	16,194,295	7,860,031	86,441	7,946,472
Apr-28	8,696,518	7,497,777	62,209	7,559,986
May-28	1,560,903	7,135,615	32,329	7,167,945
Jun-28	-	1,560,903	5,996	1,566,899
Jul-28	-	-	-	-

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CPR (15%)		Class B			
		Coupon: 1mEURIBOR + 1.3%			
Payment Date	Amount EoP (EUR)	Principal (EUR)	Interest (EUR)	Total Cashflow (EUR)	
Closing Date	16,700,000	-	-	-	
Oct-24	16,700,000	-	22,550	22,550	
Nov-24	16,700,000	-	69,904	69,904	
Dec-24	16,700,000	-	67,649	67,649	
Jan-25	16,700,000	-	69,904	69,904	
Feb-25	16,700,000	-	69,904	69,904	
Mar-25	16,700,000	-	63,139	63,139	
Apr-25	16,700,000	-	69,904	69,904	
May-25	16,700,000	-	67,649	67,649	
Jun-25	16,700,000	-	69,904	69,904	
Jul-25	16,700,000	-	67,649	67,649	
Aug-25	16,700,000	-	69,904	69,904	
Sep-25	16,700,000	-	69,904	69,904	
Oct-25	16,700,000	-	67,649	67,649	
Nov-25	16,700,000	-	69,904	69,904	
Dec-25	16,700,000	-	67,649	67,649	
Jan-26	16,700,000	-	69,904	69,904	
Feb-26	16,700,000	-	69,904	69,904	
Mar-26	16,700,000	-	63,139	63,139	
Apr-26	16,700,000	-	69,904	69,904	
May-26	16,700,000	-	67,649	67,649	
Jun-26	16,700,000	-	69,904	69,904	
Jul-26	16,700,000	-	67,649	67,649	
Aug-26	16,700,000	-	69,904	69,904	
Sep-26	16,700,000	-	69,904	69,904	
Oct-26	16,700,000	-	67,649	67,649	
Nov-26	16,700,000	-	69,904	69,904	
Dec-26	16,700,000	-	67,649	67,649	
Jan-27	16,700,000	-	69,904	69,904	
Feb-27	16,700,000	-	69,904	69,904	
Mar-27	16,700,000	-	63,139	63,139	
Apr-27	16,700,000	-	69,904	69,904	
May-27	16,700,000	-	67,649	67,649	
Jun-27	16,700,000	-	69,904	69,904	
Jul-27	16,700,000	-	67,649	67,649	
Aug-27	16,700,000	-	69,904	69,904	
Sep-27	16,700,000	-	69,904	69,904	
Oct-27	16,700,000	-	67,649	67,649	
Nov-27	16,700,000	-	69,904	69,904	
Dec-27	16,700,000	-	67,649	67,649	
Jan-28	16,700,000	-	69,904	69,904	
Feb-28	16,700,000	-	69,904	69,904	
Mar-28	16,700,000	-	65,394	65,394	
Apr-28	16,700,000	-	69,904	69,904	
May-28	16,700,000	-	67,649	67,649	
Jun-28	-	16,700,000	69,904	16,769,904	
Jul-28	-	-	-	-	

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CPR (15%)	Class C				
	Coupon: 1mEURIBOR + 1.65%				
Payment Date	Amount EoP (EUR)	Principal (EUR)	Interest (EUR)	Total Cashflow (EUR)	
Closing Date	13,000,000	-	-	-	
Oct-24	13,000,000	-	18,818	18,818	
Nov-24	13,000,000	-	58,334	58,334	
Dec-24	13,000,000	-	56,453	56,453	
Jan-25	13,000,000	-	58,334	58,334	
Feb-25	13,000,000	-	58,334	58,334	
Mar-25	13,000,000	-	52,689	52,689	
Apr-25	13,000,000	-	58,334	58,334	
May-25	13,000,000	-	56,453	56,453	
Jun-25	13,000,000	-	58,334	58,334	
Jul-25	13,000,000	-	56,453	56,453	
Aug-25	13,000,000	-	58,334	58,334	
Sep-25	13,000,000	-	58,334	58,334	
Oct-25	13,000,000	-	56,453	56,453	
Nov-25	13,000,000	-	58,334	58,334	
Dec-25	13,000,000	-	56,453	56,453	
Jan-26	13,000,000	-	58,334	58,334	
Feb-26	13,000,000	-	58,334	58,334	
Mar-26	13,000,000	-	52,689	52,689	
Apr-26	13,000,000	-	58,334	58,334	
May-26	13,000,000	-	56,453	56,453	
Jun-26	13,000,000	-	58,334	58,334	
Jul-26	13,000,000	-	56,453	56,453	
Aug-26	13,000,000	-	58,334	58,334	
Sep-26	13,000,000	-	58,334	58,334	
Oct-26	13,000,000	-	56,453	56,453	
Nov-26	13,000,000	-	58,334	58,334	
Dec-26	13,000,000	-	56,453	56,453	
Jan-27	13,000,000	-	58,334	58,334	
Feb-27	13,000,000	-	58,334	58,334	
Mar-27	13,000,000	-	52,689	52,689	
Apr-27	13,000,000	-	58,334	58,334	
May-27	13,000,000	-	56,453	56,453	
Jun-27	13,000,000	-	58,334	58,334	
Jul-27	13,000,000	-	56,453	56,453	
Aug-27	13,000,000	-	58,334	58,334	
Sep-27	13,000,000	-	58,334	58,334	
Oct-27	13,000,000	-	56,453	56,453	
Nov-27	13,000,000	-	58,334	58,334	
Dec-27	13,000,000	-	56,453	56,453	
Jan-28	13,000,000	-	58,334	58,334	
Feb-28	13,000,000	-	58,334	58,334	
Mar-28	13,000,000	-	54,571	54,571	
Apr-28	13,000,000	-	58,334	58,334	
May-28	13,000,000	-	56,453	56,453	
Jun-28	-	13,000,000	58,334	13,058,334	
Jul-28	-	-	-	-	

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CPR (15%)		Class D			
		Coupon: 1mEURIBOR + 2.50%			
Payment Date	Amount EoP (EUR)	Principal (EUR)	Interest (EUR)	Total Cashflow (EUR)	
Closing Date	16,600,000	-	-	-	-
Oct-24	16,600,000	-	27,948	27,948	
Nov-24	16,600,000	-	86,639	86,639	
Dec-24	16,600,000	-	83,844	83,844	
Jan-25	16,600,000	-	86,639	86,639	
Feb-25	16,600,000	-	86,639	86,639	
Mar-25	16,600,000	-	78,254	78,254	
Apr-25	16,600,000	-	86,639	86,639	
May-25	16,600,000	-	83,844	83,844	
Jun-25	16,600,000	-	86,639	86,639	
Jul-25	16,600,000	-	83,844	83,844	
Aug-25	16,600,000	-	86,639	86,639	
Sep-25	16,600,000	-	86,639	86,639	
Oct-25	16,600,000	-	83,844	83,844	
Nov-25	16,600,000	-	86,639	86,639	
Dec-25	16,600,000	-	83,844	83,844	
Jan-26	16,600,000	-	86,639	86,639	
Feb-26	16,600,000	-	86,639	86,639	
Mar-26	16,600,000	-	78,254	78,254	
Apr-26	16,600,000	-	86,639	86,639	
May-26	16,600,000	-	83,844	83,844	
Jun-26	16,600,000	-	86,639	86,639	
Jul-26	16,600,000	-	83,844	83,844	
Aug-26	16,600,000	-	86,639	86,639	
Sep-26	16,600,000	-	86,639	86,639	
Oct-26	16,600,000	-	83,844	83,844	
Nov-26	16,600,000	-	86,639	86,639	
Dec-26	16,600,000	-	83,844	83,844	
Jan-27	16,600,000	-	86,639	86,639	
Feb-27	16,600,000	-	86,639	86,639	
Mar-27	16,600,000	-	78,254	78,254	
Apr-27	16,600,000	-	86,639	86,639	
May-27	16,600,000	-	83,844	83,844	
Jun-27	16,600,000	-	86,639	86,639	
Jul-27	16,600,000	-	83,844	83,844	
Aug-27	16,600,000	-	86,639	86,639	
Sep-27	16,600,000	-	86,639	86,639	
Oct-27	16,600,000	-	83,844	83,844	
Nov-27	16,600,000	-	86,639	86,639	
Dec-27	16,600,000	-	83,844	83,844	
Jan-28	16,600,000	-	86,639	86,639	
Feb-28	16,600,000	-	86,639	86,639	
Mar-28	16,600,000	-	81,049	81,049	
Apr-28	16,600,000	-	86,639	86,639	
May-28	16,600,000	-	83,844	83,844	
Jun-28	-	16,600,000	86,639	16,686,639	
Jul-28	-	-	-	-	

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CPR (15%)	Class J			
	Coupon: 7% FIXED			
Payment Date	Amount EoP (EUR)	Principal (EUR)	Interest (EUR)	Total Cashflow (EUR)
Closing Date	15,300,000	-	-	-
Oct-24	13,028,750	2,271,250	29,750	2,301,000
Nov-24	13,028,750	-	78,534	78,534
Dec-24	13,028,750	-	76,001	76,001
Jan-25	13,028,750	-	78,534	78,534
Feb-25	13,028,750	-	78,534	78,534
Mar-25	13,028,750	-	70,934	70,934
Apr-25	13,028,750	-	78,534	78,534
May-25	13,028,750	-	76,001	76,001
Jun-25	13,028,750	-	78,534	78,534
Jul-25	13,028,750	-	76,001	76,001
Aug-25	13,028,750	-	78,534	78,534
Sep-25	13,028,750	-	78,534	78,534
Oct-25	13,028,750	-	76,001	76,001
Nov-25	13,028,750	-	78,534	78,534
Dec-25	13,028,750	-	76,001	76,001
Jan-26	13,028,750	-	78,534	78,534
Feb-26	13,028,750	-	78,534	78,534
Mar-26	13,028,750	-	70,934	70,934
Apr-26	13,028,750	-	78,534	78,534
May-26	13,028,750	-	76,001	76,001
Jun-26	13,028,750	-	78,534	78,534
Jul-26	13,028,750	-	76,001	76,001
Aug-26	13,028,750	-	78,534	78,534
Sep-26	13,028,750	-	78,534	78,534
Oct-26	13,028,750	-	76,001	76,001
Nov-26	12,872,792	155,958	78,534	234,492
Dec-26	12,719,828	152,965	75,091	228,056
Jan-27	12,569,787	150,041	76,672	226,713
Feb-27	12,422,603	147,184	75,768	222,952
Mar-27	12,278,208	144,395	67,634	212,029
Apr-27	12,136,537	141,671	74,010	215,682
May-27	11,997,524	139,013	70,796	209,809
Jun-27	11,862,387	135,137	72,318	207,456
Jul-27	11,729,649	132,738	69,197	201,935
Aug-27	11,599,251	130,398	70,704	201,102
Sep-27	11,471,027	128,224	69,918	198,142
Oct-27	11,344,926	126,101	66,914	193,015
Nov-27	11,220,901	124,025	68,385	192,410
Dec-27	11,102,427	118,473	65,455	183,929
Jan-28	10,989,524	112,903	66,923	179,826
Feb-28	10,882,210	107,314	66,242	173,557
Mar-28	10,779,429	102,781	61,364	164,144
Apr-28	10,681,179	98,250	64,976	163,226
May-28	10,587,456	93,722	62,307	156,029
Jun-28	-	10,587,456	63,819	10,651,275
Jul-28	-	-	-	-

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#### 4.11. Representation of the security holders

Pursuant to Article 26 of Law 5/2015, the Management Company will act with utmost diligence and transparency in defence of the best interests of the Noteholders and the rest of the creditors of the Fund.

Additionally, the Meeting of Creditors will be established upon and by virtue of the Deed of Incorporation and will remain in force and in effect until repayment of the Notes in full or cancellation of the Fund. The provisions relating to the Meeting of Creditors are contained in the Rules.

The terms and conditions of the rules for the Meeting of Creditors (the “**Rules**” or the “**Rules for the Meeting of Creditors**”) are the following:

<b>RULES FOR THE MEETING OF CREDITORS</b>	
<b>TITLE I</b>	
<b>GENERAL PROVISIONS</b>	
<b>Article 1</b>	
<b>General</b>	
1.1	According to Article 37 of Law 5/2015, the Meeting of Creditors will be validly created upon execution of the Deed of Incorporation of the Fund.
1.2	The contents of these Rules are deemed to form part of each Note issued by the Fund.
1.3	The Rules also govern the relationship of the Noteholders with any financial creditor with which the Fund may enter into contractual relationships in the future (the “ <b>Other Creditors</b> ”). No creditor of the Fund other than the Noteholders and the Other Creditors shall have the right to vote at any Meeting of Creditors, although they will be bound by any resolution adopted by such Meeting according to the Rule.
1.4	Any matter relating to the Meeting of Creditors which is not regulated under these Rules shall be regulated in accordance with Article 37 of the Law 5/2015 and, if applicable, in accordance with the provisions contained in the Spanish Companies Act, as amended, relating to the Security-holders’ Syndicate ( <i>sindicato de obligacionistas</i> ).
1.5	Any and all Noteholders and Other Creditors are members of the Meeting of Creditors and shall be subject to the provisions established in these Rules (as these may be modified by the Meeting of Creditors from time to time).
1.6	The Meeting of Creditors shall be convened by the Management Company and shall have the objective of defending the interests of the Noteholders and the Other Creditors, without distinction between the Noteholders and the Other Creditors. Any information given to the Noteholders must be given to the Other Creditors.
<b>Article 2</b>	
<b>Definitions</b>	
All capitalised terms of these Rules not otherwise defined herein shall have the same meaning set forth in the Prospectus and the Deed of Incorporation.	
“ <b>Early Liquidation Resolution</b> ” means an Extraordinary Resolution to decide on the Early Liquidation of the Fund in accordance with Article 23.2 b) of Law 5/2015.-	
“ <b>Extraordinary Resolution</b> ” means a resolution in relation to a Reserved Matter (Article 11) or the approval of an Enforcement Resolution (Article 12) passed (i) at a Meeting of Creditors duly convened and held in accordance with the Rules by the relevant majority required or (ii) by virtue of a Written Resolution.	
“ <b>Ordinary Resolution</b> ” means a resolution in relation to any matter other than a Reserved Matter passed (i) at a Meeting of Creditors duly convened and held in accordance with the Rules by the relevant majority required or (ii) by virtue of a Written Resolution.	
“ <b>Resolution</b> ” means a resolution passed by the Noteholders or Other Creditors (i) at a Meeting of Creditors by Noteholders of one or several Classes of Notes and/or the Other Creditors or (ii) by virtue of a Written Resolution.	

**“Transaction Documents”** means the following documents: (i) Deed of Incorporation of the Fund; (ii) the Master Receivables Sale Agreement; (iii) the Paying Agency Agreement; (iv) the Bank Accounts Agreement; (v) the Interest Rate Swap Agreement; (vi) the Servicing Agreement; (vii) the Back-up Servicing Agreement; (viii) the Collection Accounts Pledge Agreements; and (ix) any other documents executed from time to time after the Incorporation Date in connection with the Fund and designated as such by the relevant parties.

**“Transaction Party”** means any person who is a party to a Transaction Document and **“Transaction Parties”** means some or all of them.

**“Written Resolution”** means a resolution in writing signed by or on behalf of all Noteholders and the Other Creditors who are then entitled to receive notice of a meeting in accordance with the Rules for the Meeting of Creditors, whether such resolution is contained in one document or several documents in the same form, each signed by or on behalf of one or more such Noteholders or by or on behalf of one or more of the Other Creditors.

### **Article 3**

#### ***Separate and combined meetings***

- 3.1 A Resolution (other than an Early Liquidation Resolution) which, in the opinion of the Management Company, affects the Noteholders of one or more Classes of Notes and/or the Other Creditors but does not give rise to an actual or potential conflict of interest between the Noteholders of different Classes of Notes and/or Other Creditors shall be transacted at a separate Meeting of Creditors for the Noteholders of each Class of Notes or the Other Creditors, or at a single Meeting of Creditors of the Noteholders of all Classes of Notes and the Other Creditors, as the Management Company shall determine at its absolute discretion.
- 3.2 A Resolution (other than an Early Liquidation Resolution) which affects the Noteholders of different Classes of Notes and/or the Other Creditors and gives rise to an actual or potential conflict of interest between the Noteholders of any such Classes of Notes and/or the Other Creditors shall be transacted at separate Meetings of Creditors of the Noteholders of each of the affected Classes of Notes and, if applicable, of the Other Creditors.
- 3.3 Any Early Liquidation Resolution shall be transacted at a single Meeting of Creditors of all Classes of Notes and the Other Creditors.

### **Article 4**

#### ***Meetings convened by Noteholders and Other Creditors***

- 4.1 A Meeting of Creditors shall be convened by the Management Company upon the request in writing of:
- (i) Noteholders of a Class or Classes holding no less than 10 per cent of the aggregate Principal Amount Outstanding of the Notes of the relevant Class or Classes; or
  - (ii) Other Creditors holding no less than 10 per cent of the outstanding principal amount due to the Other Creditors.
- Noteholders and Other Creditors can also participate in a Meeting of Creditors convened by the Management Company to consider any matter affecting their interests.
- 4.2 Unless otherwise provided under these Rules, the Noteholders and the Other Creditors are not entitled to instruct or direct the Management Company to take any actions without the consent of the Meeting of Creditors.

## **TITLE II**

### **MEETING PROVISIONS**

### **Article 5**

#### ***Convening of Meeting***

- 5.1 The Management Company:
- (i) may, at its discretion and at any time, convene a Meeting of Creditors in relation to one or several Classes of Notes and/or the Other Creditors; and
  - (ii) shall convene a meeting in relation to one or several Classes of Notes and/or the Other Creditors if so instructed by the relevant percentage of Noteholders or Other Creditors set forth in section 4.1 above.
- 5.2 Whenever the Management Company is about to convene any such meeting, it shall immediately give notice in accordance with the provisions in Article 6 below through the publication of an insider information (*información privilegiada*) or other relevant information (*otra información relevante*), as applicable, with the CNMV.

5.3 The resources required and the costs incurred for each Meeting of Creditors shall be borne by the Fund as Extraordinary Expenses.

5.4 For each Meeting of Creditors, the Management Company shall designate a representative and, therefore, no commissioner (*comisario*) shall be appointed for any Meeting of Creditors.

**Article 6**

**Notice**

6.1 The Management Company shall give no more than 60 and no less than 21 calendar days' notice by means of the procedure established in section 4.3 of the Additional Information (exclusive of the day on which the notice is published and of the day on which the meeting is to be held) specifying the date, time and place of the initial Meeting of Creditors (the "**Initial Meeting**") to the Noteholders and the Other Creditors as well as the information on the matters to be discussed at the meeting.

6.2 Without prejudice to the above, in the event that the relevant quorum for the Initial Meeting is not met, the Management Company may adjourn such Initial Meeting for 10 calendar days ("**Adjourned Meeting**").

6.3 The Initial Meeting or, if applicable, the Adjourned Meeting, shall in any case take place within ninety (90) calendar days from the date on which notice referred to in section 6.1 above was published.

**Article 7**

**Quorums at Initial Meeting and Adjourned Meetings**

Quorums at Initial Meetings:

7.1 The quorum at any Initial Meeting for one or several Classes of Notes and/or Other Creditors convened to vote on an Ordinary Resolution shall be at least one or more persons holding or representing a representing 50,01% of the Principal Amount Outstanding of the Notes of each of the Class or Classes convened.

7.2 The quorum at any Initial Meeting for one or several Classes of Notes convened to decide on:

- (i) an Extraordinary Resolution (other than an Early Liquidation Resolution) shall be at least one or more persons holding or representing not less than seventy-five per cent (75%) of the Principal Amount Outstanding of the Notes of the relevant Class or Classes convened;
- (ii) an Early Liquidation Resolution in accordance with Article 23.2 b) of Law 5/2015, in which case it shall be at least one or more persons holding or representing not less than seventy-five per cent (75%) of the Principal Amount Outstanding of the Notes of the relevant Class or Classes and seventy-five per cent (75%) of the outstanding principal amount due to the Other Creditors.

Quorums at Adjourned Meetings:

7.3 The quorum at any Adjourned Meeting for one or several Classes of Notes convened to decide on an Ordinary Resolution shall be at least one or more persons being or representing Noteholders of the relevant Class or Classes convened (irrespective of the aggregate Principal Amount Outstanding of the Notes held by the Noteholders of such Class or Classes).

7.4 The quorum at any Adjourned Meeting for one or several Classes of Notes convened to decide on:

- (i) an Extraordinary Resolution (other than an Early Liquidation Resolution) shall be at least one or more persons holding or representing not less than thirty-three per cent (33%) of the Principal Amount Outstanding of the Notes of the relevant Class or Classes convened;
- (ii) an Early Liquidation Resolution in accordance with Article 23.2 b) of Law 5/2015 shall be at least one or more persons holding or representing not less than seventy-five per cent (75%) of the Principal Amount Outstanding of the Notes of the relevant Class or Classes and seventy-five per cent (75%) of the outstanding principal amount due to each of the Other Creditors.

Quorums of the Other Creditors:

7.5 There is no minimum quorum of the Other Creditors for a valid quorum of any Initial Meeting or Adjourned Meeting convened to decide on an Ordinary Resolution or an Extraordinary Resolution (other than an Early Liquidation Resolution in accordance with Article 23.2 b) of Law 5/2015, in which case one or more persons holding or representing not less than seventy-five per cent (75%) of the outstanding principal amount due to the Other Creditors shall attend).

Calculation rules:

7.6 For the purposes of calculating the relevant quorum and the required majority, the entitlement of the Noteholders and the Other Creditors to attend the meeting or to vote shall be determined by reference to the Principal Amount Outstanding of the Notes of the relevant Class or Classes or the outstanding principal amount due to each of the Other Creditors on the immediately preceding Payment Date to the convening of the Meeting.

**Article 8**

**Required Majority**

- 8.1 An Ordinary Resolution or an Extraordinary Resolution is validly passed at any Initial Meeting and/or Adjourned Meeting when:
- (i) in respect of an Ordinary Resolution or an Extraordinary Resolution (other than an Early Liquidation Resolution), not less than seventy-five per cent (75%) of the votes cast by the Noteholders of each of the Classes of Notes and/or the Other Creditors attending the meeting have been cast in favour thereof, or
  - (ii) in respect of an Early Liquidation Resolution, not less than seventy-five per cent (75%) of the Principal Amount Outstanding held by the Noteholders and not less than seventy-five per cent (75%) of the total outstanding principal amount due to the Other Creditors have been cast in favour thereof, also taking into account those not attending the relevant meeting.
- 8.2 For the purposes of calculating the relevant required majority, the voting rights of the Noteholders and Other Creditors shall be determined by reference to the Principal Amount Outstanding of the Notes of the relevant Class or Classes or the outstanding principal amount due to the Other Creditors on the immediately preceding Payment Date to the convening of the Meeting.

**Article 9**

**Written Resolution**

- 8.1 A Written Resolution in relation to an Ordinary Resolution or an Extraordinary Resolution is validly passed when it has been signed by or on behalf of:
- (i) the Noteholders holding one hundred per cent (100%) of the Principal Amount Outstanding of the Notes of the relevant Class or Classes affected by such resolution; and/or
  - (ii) by and on behalf of the and Other Creditors holding one hundred per cent (100%) of the outstanding principal amount due to the Other Creditors.

**Article 10**

**Matters requiring an Extraordinary Resolution**

Any Reserved Matter must be approved by an Extraordinary Resolution.

**Article 11**

**Reserved Matters**

The following are "**Reserved Matters**":

- (i) to change the date of any Payment Dates, to reduce the amount of principal or interest due on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity;
- (ii) to change the currency of the amounts payable under the Notes;
- (iii) to alter the priority of payment of interest or principal in respect of the Notes;
- (iv) to change the quorum required at any Meeting of Creditors or the majority required to pass an Extraordinary Resolution;
- (v) to authorise the Management Company or (if relevant) any other Transaction Party to perform any act or omission which is not expressly regulated under the Deed of Incorporation and/or the other Transaction Documents;
- (vi) to approve the cancellation of the Fund in accordance with Article 23.2.b) of Law 5/2015;
- (vii) to approve any Management Company's proposal of modification of the Deed of Incorporation or the Transaction Documents in respect of the obligations of the Fund under or in respect of the Notes;
- (viii) to instruct the Management Company or any other person to do all that may be necessary to give effect to any Extraordinary Resolution;
- (ix) to give any other authorisation or approval which under the Deed of Incorporation or the Notes is required to be given by Extraordinary Resolution;
- (x) to deliver any notice which under the Deed of Incorporation or the Notes is required to be given by Extraordinary Resolution;
- (xi) to appoint any persons as a committee to represent the interests of the Noteholders and to confer upon such committee any powers which the Noteholders could themselves exercise by Extraordinary Resolution;

- (xii) to amend this definition of Reserved Matters.

For the avoidance of doubt, the approval of a Base Rate Modification shall not be considered a Reserved Matter.

## **Article 12**

### ***Approval of an Enforcement Resolution***

If an Event of Default occurs and is continuing, the Meeting of Creditors shall:

- (i) if so requested in writing by the holders of at least 25 per cent. of the Principal Amount Outstanding of the Most Senior Class of outstanding Notes; or
- (ii) if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of outstanding Notes,

approve an Enforcement Resolution.

## **Article 13**

### ***Relationships between Noteholders and Other Creditors***

- 13.1 Resolutions of the Class A Notes will bind holders of the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes, as well as the Other Creditors, save where they relate to a Reserved Matter. However, the Resolutions adopted by the holders or each of the Class B Notes, the Class C Notes, the Class D Notes, the Class J Notes or the Other Creditors shall not bind the holders of the Class A Notes, unless such Resolution has been voted and approved by the holders of the Class A Notes.
- 13.2 Resolutions of the Class B Notes will bind holders of the Class C Notes, the Class D Notes and the Class J Notes as well as the Other Creditors, save where they relate to a Reserved Matter. However, the Resolutions adopted by the holders or each of the Class C Notes, the Class D Notes, the Class J Notes or the Other Creditors shall not bind the Class B Notes, unless such Resolution has been voted and approved by the holders of the Class B Notes.
- 13.3 Resolutions of the Class C Notes will bind holders of the Class D Notes and the Class J Notes as well as the Other Creditors, save where they relate to a Reserved Matter. However, the Resolutions adopted by the holders or each of the Class D Notes, the Class J Notes or the Other Creditors shall not bind the Class C Notes, unless such Resolution has been voted and approved by the holders of the Class C Notes.
- 13.4 Resolutions of the Class D Notes will bind holders of the Class J Notes as well as the Other Creditors, save where they relate to a Reserved Matter. However, the Resolutions adopted by the holders or each of the Class J Notes or the Other Creditors shall not bind the Class D Notes, unless such Resolution has been voted and approved by the holders of the Class D Notes.
- 13.5 No Extraordinary Resolution involving a Reserved Matter (other than an Early Liquidation Resolution, which shall be approved in accordance with the rules in Article 8.1 (ii) above) that is passed by the holders of one Class of Notes or the Other Creditors shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of each of the other Classes of Notes then outstanding.
- 13.6 Any resolution passed at a Meeting of Creditors duly convened and held in accordance with these Rules and the Deed of Incorporation shall be binding upon all Noteholders and the Other Creditors, whether or not present at such meeting and whether or not voting.
- 13.7 In addition, so long as any Notes are outstanding and there is, in the Management Company's sole opinion, a conflict between the interests of the Noteholders of all or some Classes of Notes and the Other Creditors, the Management Company shall have regard solely to the interests of the Noteholders in the exercise of its discretion.
- 13.8 The Management Company shall not be obliged to solve any conflict of interest between Noteholders of different Classes of Notes. No challenge or claim may be pursued against the Management Company for any action taken as a result of the implementation of any Ordinary or Extraordinary or Written Resolution duly passed by the Meeting of Creditors according to the Rules, even if it could result in any conflict of interests between Noteholders of the same or different Classes and/or the Other Creditors, and regardless the rights of the conflicted parties to claim to each other.

## **Article 14**

### ***Domicile***

- 14.1 The Meeting of Creditors' domicile is located at the Management Company's registered office, i.e., Príncipe de Vergara, 131, 3<sup>rd</sup> floor, 28002 Madrid (Spain).
- 14.2 However, the Meeting of Creditors may meet whenever appropriate at any other venue in the city of Madrid, with express specification in the notice of call to meeting.

## **TITLE III**

### **GOVERNING LAW AND JURISDICTION**



**Article 15**

**Governing law and jurisdiction**

- 15.1 These Rules and any non-contractual obligations arising therefrom or in connection therewith are governed by, and will be construed in accordance with, the laws of Spain.
- 15.2 All disputes arising out of or in connection with these Rules, including those concerning the validity, interpretation, performance and termination hereof, shall be exclusively settled by the Courts of the city of Madrid.

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

**4.12.1. Corporate resolutions**

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

The board of directors of the Management Company, at its meetings held on 12 September 2024, passed, *inter alia*, to (i) incorporate the Fund, (ii) acquire the Receivables to be pooled in the Fund, and (iii) issue the Notes.

- (b) Resolution to assign the Receivables:

The Seller, at the meeting of its board of directors, held on 7 October 2024, approved, amongst others, the assignment of the Receivables owned by the Seller, once or several times, to the Fund.

**4.12.2. Registration by the CNMV**

In accordance with the provisions of article 22.1.d) of Law 5/2015, as a condition precedent for the incorporation of the Fund, this Prospectus must be approved by and registered with the CNMV.

The Management Company has requested the waiver of submission of the reports on the assets of the Fund, pursuant to the second paragraph of Article 22.1.c) of Law 5/2015 and, therefore, no attribute report will be submitted to the CNMV in respect of the Receivables.

This Prospectus has been registered in the official registers of the CNMV on 8 October 2024.

**4.12.3. Deed of Incorporation of the Fund**

Once the CNMV files the Prospectus, the Management Company and the Seller will grant the Deed of Incorporation of the Fund. The Deed of Incorporation will be executed before the Disbursement Date of the Notes.

The Management Company represents that the contents of the Deed of Incorporation will be consistent with the draft of the Deed of Incorporation delivered to the CNMV, and in no case will the terms of the Deed of Incorporation contradict, modify, alter or invalidate the rules set forth in this Prospectus.

The Management Company will submit (i) a copy of the Deed of Incorporation (in PDF format file) to the CNMV for filing with its official registers, and (ii) a copy of the Deed of Incorporation to IBERCLEAR.

**4.13. The issue date of the securities**

Issuance of the Notes shall be effected under the Deed of Incorporation on the Incorporation Date (i.e., 9 October 2024).

#### 4.13.1. Group of potential investors

The placement of the Notes is aimed at qualified investors as defined in Article 2(e) of the Prospectus Regulation, i.e., for descriptive purposes and not limited to, legal persons authorised or regulated to operate in financial markets, including credit institutions, investment services companies, insurance companies, collective investment institutions and their management companies, pension funds and their management companies, other authorised or regulated financial entities, etc.

By subscribing the Notes, each Noteholder agrees to the terms of the Deed of Incorporation and this Prospectus and is reminded of the EU Due Diligence Requirements.

#### 4.13.2. MIFID II/MIFIR and PRIIPS

The new regulatory framework established by MIFID II and by Regulation 600/2013/UE of the European Parliament and of Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No. 648/2012 ("**MIFIR**") has been mainly implemented in Spain through Royal Decree 14/2018, of 28 September and Royal Decree 1464/2018, of 21 December. The potential investors in the Notes must carry out their own analysis on the risks and costs which MIFID II/MIFIR or their future technical standards may imply for the investment in Notes.

Therefore, the Notes shall not be offered, sold or otherwise made available to any retail investor in the EEA or the United Kingdom. For these purposes, a "*retail investor*" means a person who is one (or more) of:

- (a) a retail client as defined in point (11) of article 4(1) of MIFID II; and/or
- (b) a customer within the meaning of Directive 2016/97/EC on insurance distribution, where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MIFID II; and/or
- (c) not a "*qualified investor*" as defined in the Prospectus Regulation.

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

For the above purposes, the term "*offer*" includes communication in any form and by any means, of sufficient information on the terms of the offer and on the Notes offered such as enables an investor to decide whether to purchase or subscribe for the Notes.

#### 4.13.3. Disbursement date and form

The "**Disbursement Date**" will be the third Business Day following the Incorporation Date (i.e., 15 October 2024).

The issue price of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes will be at par as provided in section 4.2.2 of this Securities Note.

The disbursement of the Notes will be made in accordance with the Management, Placement and Subscription Agreement.

On the Disbursement Date:

- (a) the subscription price of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes placed by the Joint Lead Managers amongst qualified investors will

be paid to the Fund by the relevant subscriber by transfer to the Transaction Account prior to 12.00 CET with value date the same date; and

- (b) the subscription price of the Notes subscribed for by the Seller will be paid to the Fund by the Paying Agent by transfer to the Transaction Account with value date the same date.

#### **4.14. Restrictions on free transferability of securities**

The Notes shall be freely transferred by any means allowed by law and in accordance with AIAF standards and procedures. The ownership of each Note will be transferred by book-entry transfer. The registration of the transfer in favour of the acquirer in the book-entry register will have the same effects as the transfer (*entrega*) of the Notes and, as from such time, the transfer may be challenged by third parties.

### **5. ADMISSION TO TRADING AND DEALING ARRANGEMENTS**

#### **5.1. Indication of the Market where the securities will be traded**

On or prior to the Disbursement Date, the Management Company will request the admission of all the Notes issued to trading on the AIAF, which is a regulated market pursuant to article 42.2.a) of the Securities Market Act and a regulated market pursuant to article 4.1(21) of MiFID II.

It is expected that the final admission to trading on AIAF will occur no later than thirty (30) days from the Disbursement Date, once the corresponding authorisations have been obtained.

The Management Company, in the name and on behalf of the Fund, confirms that it is aware of the requirements and conditions for the listing, maintenance and de-listing of securities with AIAF in accordance with applicable regulations as well as the requirements of its the governing bodies, and the Management Company undertakes to comply with them.

The Management Company will also, on behalf of the Fund, request the inclusion of the issue of the Notes in IBERCLEAR so that clearing and settlement may be carried out under the operating rules established (or that may be approved in the future) by IBERCLEAR regarding the securities admitted to trading on AIAF and represented by book-entries.

In the event of a failure to meet the thirty (30) days deadline for admission of the Notes to trading, the Management Company undertakes to publish the appropriate insider information (*información privilegiada*) or other relevant information (*otra información relevante*), as applicable, with the CNMV and make the announcement on the EU Securitisation Repository website for the purposes of Article 7 of the EU Securitisation Regulation and in the Daily Bulletin of the AIAF or in any other media generally accepted by the market which guarantees adequate dissemination of the information, in time and content, concerning the reasons for such event and the new date for admission of the Notes to trading.

It is not expected that there will be an agreement with any entity to provide liquidity for the Notes during the term of the issue.

#### **5.2. Paying agent and depository institutions**

##### **5.2.1. Paying Agent**

The Management Company, on behalf of the Fund, will appoint Banco Santander as Paying Agent to service the issue of the Notes pursuant to a paying agency agreement to be entered

into on the Incorporation Date by the Management Company, on behalf of the Fund, and Banco Santander (the "**Paying Agency Agreement**").

The main terms and conditions of the Paying Agency Agreement are summarised in section 3.4.8.2 of the Additional Information.

#### **5.2.2. Depository Institutions**

Not applicable.

### **6. EXPENSES OF THE ADMISSION TO TRADING**

#### **6.1. An estimate of the total expenses related to the admission to trading**

The estimated expenses arising from the incorporation of the Fund and the issue and admission to trading of the Notes amount to approximately TWO MILLION, TWO HUNDRED AND SEVENTY-ONE THOUSAND TWO HUNDRED AND FIFTY EUROS (€2,271,250).

These initial expenses include, inter alia, (i) fees and costs arising from the registration of the prospectus with the CNMV, AIAF and Iberclear, and (ii) fees and costs payable to other third parties (which include Rating Agencies, legal advisors, auditors, Arranger, Joint Lead Managers, Management Company, Third-Party Verification Agent, cash flow model providers, notarial services and translation fees).

These expenses will be paid out with part of the proceeds arising from the issue of the Class J Notes.

### **7. ADDITIONAL INFORMATION**

#### **7.1. Statement of the capacity in which the advisors have acted**

- (a) CUATRECASAS participates as legal advisor with respect to the structure of the transaction, has reviewed the legal regime and tax rules applicable to the Fund set forth in section 4.5.4 of the Registration Document in its capacity as an independent third party, and shall issue the legal opinion required under Article 20.1 of the EU Securitisation Regulation.
- (b) A&O SHEARMAN participates as legal advisor of the Arranger and the Joint Lead Managers and has reviewed the Prospectus and the structure of the transaction for the benefit of the Arranger and the Joint Lead Managers.
- (c) PCS has been designated as the Third-Party Verification Agent (STS) and has prepared the PCS Assessments, which will be available for investors on the PCS website <https://pcsmarket.org/transactions>
- (d) DELOITTE has issued a Special Securitisation Report on the Preliminary Portfolio for the purposes of complying with the provisions of Article 22 of the EU Securitisation Regulation, on the fulfilment of the Eligibility Criteria set forth in section 2.2.8.6 of the Additional Information. In addition, DELOITTE has verified the accuracy of the data disclosed in the stratification tables included in section 2.2.2.2 of the Additional Information.

#### **7.2. Other information in the Securities Note which has been audited or reviewed by auditors or where auditors have produced a report**

Not applicable.

**7.3. Credit ratings assigned to the securities at the request or with the cooperation of the issuer in the rating process. A brief explanation of the meaning of the ratings if this has previously been published by the rating provider**

On the registration date of this Prospectus, the Rated Notes have been assigned the following provisional ratings by the Rating Agencies:

	S&P	MDBRS
<b>Class A Notes</b>	AAA (sf)	AAA (sf)
<b>Class B Notes</b>	AA (sf)	AA(high) (sf)
<b>Class C Notes</b>	A (sf)	AA(low) (sf)
<b>Class D Notes</b>	BBB (sf)	BBB(high) (sf)
<b>Class J Notes</b>	NR	NR

If the provisional credit ratings of the Rated Notes are not confirmed as final by any of the Rating Agencies on or prior to the Disbursement Date (unless such provisional ratings are upgraded), this circumstance will be immediately reported to the CNMV and all counterparties of the Fund (including other Rating Agencies) and made public as provided in section 4 of the Additional Information and will result in cancellation of the incorporation of the Fund, the Notes issue and all Transaction Documents and the assignment of the Receivables.

The provisional and final credit ratings of the Rated Notes are based on the analysis of the Receivables comprising the Securitised Portfolio, the structural features of the transaction described in this Prospectus and the characteristics of the Issuer's counterparties in respect of the Transaction Documents such as, amongst others, the credit ratings of the Accounts Bank and the Swap Counterparty. The provisional and final credit ratings of the Rated Notes are issued in accordance with certain criteria and methodologies of the Rating Agencies, which are subject to modification from time to time, and, therefore, do not constitute a recommendation to buy, sell or hold the Rated Notes, but are representative of the views of the Rating Agencies in respect thereof as at the date they are issued or confirmed, and they may be subject to revision, suspension or withdrawal.

**7.3.1. Ratings considerations**

**7.3.1.1. Ratings**

The meaning of the ratings assigned to the Notes by S&P and MDBRS can be reviewed at those Rating Agencies' websites:

- (a) [spglobal.com](http://spglobal.com); and
- (b) [dbrs.morningstar.com](http://dbrs.morningstar.com).

The ratings assigned by the Rating Agencies do not constitute an evaluation of the likelihood of Obligors prepaying principal, nor indeed of the extent to which such payments differ from what was originally forecasted and should not prevent potential investors from conducting their own analysis of the Notes to be acquired. The ratings are not by any means a rating of the level of actuarial performance.

The abovementioned credit ratings are intended purely as an opinion and should not prevent potential investors from conducting their own analyses of the securities to be acquired.

The Rating Agencies may revise, suspend or withdraw the final ratings assigned at any time,

based on any information that may come to their notice. Those events, which shall not constitute early liquidation events of the Fund, shall forthwith be notified to both the CNMV and the Noteholders, in accordance with the provisions of section 4.1 of the Additional Information.

#### **7.3.1.2. Registration of Rating Agencies**

- (a) On 31 October 2011, S&P was registered and authorised by ESMA as European Union Credit Rating Agencies in accordance with the provisions of CRA Regulation.
- (b) On 14 December 2018, MDBRS was registered and authorised by ESMA as European Union Credit Rating Agencies in accordance with the provisions of the CRA Regulation.

#### **7.3.1.3. S&P**

S&P's Long-Term Issue Credit Ratings is an assessment of default risk but may incorporate an assessment of relative seniority or ultimate recovery in the event of default. Junior obligations are typically rated lower than senior obligations, to reflect lower priority in bankruptcy.

Ratings from 'AAA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

- (a) **AAA (sf)**: An obligation rated 'AAA' has the highest rating assigned by S&P Global Ratings. The obligor's capacity to meet its financial commitments on the obligation is extremely strong.
- (b) **AA (sf)**: An obligation rated 'AA' differs from the highest-rated obligations only to a small degree. The obligor's capacity to meet its financial commitments on the obligation is very strong.
- (c) **A (sf)**: An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher rated categories. However, the obligor's capacity to meet its financial commitments on the obligation is still strong.
- (d) **BBB (sf)**: An obligation rated 'BBB' exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor's capacity to meet its financial commitments on the obligation.
- (e) **BB (sf)**: An obligation rated 'BB' is less vulnerable to non-payment than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions that could lead to the obligor's inadequate capacity to meet its financial commitments on the obligation.
- (f) **B (sf)**: An obligation rated 'B' is more vulnerable to non-payment than obligations rated 'BB', but the obligor currently has the capacity to meet its financial commitments on the obligation. Adverse business, financial, or economic conditions will likely impair the obligor's capacity or willingness to meet its financial commitments on the obligation.
- (g) **CCC (sf)**: An obligation rated 'CCC' is currently vulnerable to non-payment and is dependent upon favourable business, financial, and economic conditions for the obligor to meet its financial commitments on the obligation. In the event of adverse business, financial, or economic conditions, the obligor is not likely to have the capacity to meet its financial commitments on the obligation.

- (h) **CC (sf)**: An obligation rated 'CC' is currently highly vulnerable to non-payment. The 'CC' rating is used when a default has not yet occurred but S&P Global Ratings expects default to be a virtual certainty, regardless of the anticipated time to default.
- (i) **C (sf)**: An obligation rated 'C' is currently highly vulnerable to non-payment, and the obligation is expected to have lower relative seniority or lower ultimate recovery compared with obligations that are rated higher.
- (j) **D (sf)**: An obligation rated 'D' is in default or in breach of an imputed promise. For non-hybrid capital instruments, the 'D' rating category is used when payments on an obligation are not made on the date due, unless S&P Global Ratings believes that such payments will be made within five business days in the absence of a stated grace period or within the earlier of the stated grace period or 30 calendar days. The 'D' rating will also be used upon the filing of a bankruptcy petition or the taking of similar action and where default on an obligation is a virtual certainty, for example due to automatic stay provisions. A rating on an obligation is lowered to 'D' if it is subject to a distressed exchange offer.

#### 7.3.1.4. **MDBRS**

The MDBRS long-term rating scale provides an opinion on the risk of default. That is, the risk that an issuer will fail to satisfy its financial obligations in accordance with the terms under which an obligation has been issued. All rating categories other than AAA and D also contain subcategories "(high)" and "(low)". The absence of either a "(high)" and "(low)" designation indicates the rating is in middle of the category. Descriptions on the meaning of each individual relevant rating are as follows:

- (a) **AAA (sf)**: Highest credit quality. The capacity for the payment of financial obligations is exceptionally high and unlikely to be adversely affected by future events.
- (b) **AA (sf)**: Superior credit quality. The capacity for the payment of financial obligations is considered high. Credit quality differs from AAA only to a small degree. Unlikely to be significantly vulnerable to future events.
- (c) **A (sf)**: Good Credit quality. The capacity for the payment of financial obligations is substantial, but of lesser credit quality than AA. May be vulnerable to future events, but qualifying negative factors are considered manageable.
- (d) **BBB (sf)**: Adequate credit quality. The capacity for the payment of financial obligations is considered acceptable. May be vulnerable to future events.
- (e) **BB (sf)**: Speculative, non-investment-grade credit quality. The capacity for the payment of financial obligations is uncertain. Vulnerable to future events.
- (f) **B (sf)**: Highly speculative credit quality. There is a high level of uncertainty as to the capacity to meet financial obligations.
- (g) **CCC / CC / C (sf)**: Very highly speculative credit quality. In danger of defaulting on financial obligations. There is little difference between these three categories, although CC and C ratings are normally applied to obligations that are seen as highly likely to default, or subordinated to obligations rated in the CCC to B range. Obligations in respect of which default has not technically taken place but is considered inevitable may be rated in the C category.
- (h) **D (sf)**: When the issuer has filed under any applicable bankruptcy, insolvency or winding up statute or there is a failure to satisfy an obligation after the exhaustion of grace periods, a downgrade to D may occur. MDBRS may also use SD (Selective

Default) in cases where only some securities are impacted, such as the case of a “distressed exchange”.

**7.3.1.5. Final rating considerations**

The Rating Agencies differentiates structured finance ratings from fundamental ratings (i.e., ratings on nonfinancial corporate, financial institution, and public sector entities) on the long-term scale by adding the suffix (sf) to the structured finance ratings.

**7.3.1.6. Non-Responsive Rating Agency**

In respect of the exercise of any power, duty, trust, authority or discretion as contemplated hereunder or in relation to the Notes and any of the Transaction Documents, the Management Company shall be entitled (but not obliged) to take into account and may rely without further enquiry and without liability on any written confirmation or affirmation (in any form acceptable to the Management Company) from the relevant Rating Agencies that the then current ratings of the Notes will not be reduced, qualified, adversely affected or withdrawn thereby (a “**Rating Confirmation**”).

The issuance by the Rating Agencies of Rating Confirmations, and timings to receive such Rating Confirmations, is a requirement under some of the Transaction Documents for the performance of certain actions by the relevant Transaction Parties. Rating Agencies provide Rating Confirmations at their sole discretion and have expressed that in certain cases Rating Confirmations will not be provided as a matter of policy. Such discretion is also applicable in terms of timing, implying that Rating Agencies may not be able to issue the relevant Rating Confirmation in time to comply with the provisions of the relevant Transaction Documents or at all.

If a Rating Confirmation or other response by a Rating Agency is a condition to any action or step under any Transaction Document and a written request for such Rating Confirmation or response is delivered to each Rating Agency by the Management Company and:

- (a) (i) one or two Rating Agencies (such Rating Agency, a “**Non-Responsive Rating Agency**”) indicates that it does not consider such Rating Confirmation or response necessary in the circumstances or that it does not, as a matter of practice or policy, provide such Rating Confirmation or response or (ii) within 30 calendar days of delivery of such request, no Rating Confirmation or response is received and such request elicits no statement by such Rating Agency that such Rating Confirmation or response could not be given; and
- (b) the Management Company has otherwise received no indication from that Rating Agency that the then current ratings of the Rated Notes would be reduced, qualified, withdrawn or put on negative watch as a result of such action, step or matter,

then such condition to receive a Rating Confirmation or response from each Rating Agency shall be modified so that there shall be no requirement for the Rating Confirmation or response from a Non-Responsive Rating Agency.

The above will not apply in respect of the confirmation as final of the provisional credit ratings of the Rated Notes by the Rating Agencies on or prior the disbursement of the Notes (unless such provisional ratings are upgraded), which shall be express and which absence would trigger the cancellation of the Fund in accordance with section 4.4.4 of the Registration Document.



## ADDITIONAL INFORMATION TO BE INCLUDED IN RELATION TO ASSET-BACKED SECURITIES

(Annex 19 of the Prospectus Delegated Regulation)

### 1. THE SECURITIES

#### 1.1. A statement that a notification has been, or is intended to be communicated to ESMA, as regards simple, transparent and standardised securitisation (STS) compliance, where applicable

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

The Originator shall notify the CNMV in its capacity as competent authority of the submission of such mandatory STS Notification to ESMA, attaching such notification.

#### 1.2. STS compliance

None of the Management Company, on behalf of the Fund, the Seller (in its capacity as originator), the Arranger, the Joint Lead Managers or any other party to the Transaction Documents gives any explicit or implied representation or warranty as to (i) the inclusion of this securitisation transaction in the list administered by ESMA within the meaning of Article 27(5) of the EU Securitisation Regulation, and (ii) whether this securitisation transaction shall be recognised or designated as 'STS' or 'simple, transparent and standardised' within the meaning of Article 18 of the EU Securitisation Regulation after the date of notification to ESMA.

The status of the STS Notification is not static and investors should conduct their own research regarding the status of the STS Notification on the ESMA website (<https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-andstandardised-sts-securitisation>).

The Seller, as originator, shall be responsible for the fulfilment of the requirements of Articles 19 to 22 of the EU Securitisation Regulation and shall immediately notify ESMA and inform its competent authority when the transaction no longer meets the requirements of Articles 19 to 22 of the EU Securitisation Regulation.

Prospective investors should note that, to the extent that the securitisation transaction described in this Prospectus is designated as a STS-Securitisation, such designation is not an assessment by any party as to the creditworthiness of such securitisation transaction but is instead a reflection that specific requirements of the EU Securitisation Regulation have been met as regards to compliance with the "STS" requirements set out in the EU Securitisation Regulation.

Prospective investors are themselves responsible for analysing their own regulatory position, and should consult their own advisers in this respect and should consider (and where appropriate, take independent advice on) the consequence from a regulatory perspective of

the transaction not being considered an STS securitisation, including (but not limited to) that the lack of such designation may negatively affect the regulatory position of, and the capital charges on, the Notes and, in addition, have a negative effect on the price and liquidity of the Notes in the secondary market.

### 1.3. Third-party verification

The Seller, as originator, has used the services of PCS, as a Third-Party Verification Agent (STS) in connection with an assessment of the STS Verification. It is expected that the STS Verification prepared by PCS:

- (a) will be issued on or prior to the Disbursement Date, and
- (b) will be available for investors on the PCS website (<https://www.pcsmarket.org/sts-verification-transactions/>) together with a detailed explanation of its scope at <https://www.pcsmarket.org/disclaimer>.

The STS Verification is not a recommendation to buy, sell or hold securities, is not investment advice whether generally or as defined under DIRECTIVE 2014/65/EU (MiFID II) and is not a credit rating whether generally or as defined under the CRA Regulation or Section 3(a) of the United States Securities Exchange Act of 1934 (as amended from time to time, the “**Exchange Act**”). PCS is not an “expert” as defined in the United States Securities Act.

There can be no assurance that the securitisation transaction described in this Prospectus will receive the STS Verification and if the securitisation transaction described in this Prospectus does not receive the STS Verification, this shall not, under any circumstances, affect the liability of the Seller and the Fund in respect of its legal obligations under the EU Securitisation Regulation, nor shall it affect the obligations imposed on institutional investors as set out in article 5 of the EU Securitisation Regulation or article 5 of the UK Securitisation Regulation. Having said that, since PCS has prepared draft versions of the STS Verification during the process leading to registration of this Prospectus, it is expected that the final STS Verification will be positive.

Investors should conduct their own research regarding the nature of the STS Verification and must read the information available in <http://pcsmarket.org>. In the provision of STS Verification, PCS bases its decision on information provided directly and indirectly by the Seller (as originator). For the avoidance of doubt, the PCS website and the contents thereof do not form part of this Prospectus.

### 1.4. The minimum denomination of an issue

Each of the Notes issued by the Fund will have a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000).

The Fund, which is represented by the Management Company, will be incorporated with the Initial Receivables assigned by the Seller to the Fund on the Incorporation Date, the Principal Balance of which will be equal to or approximately €247,337,484.87, amount which results from:

- (a) the nominal value of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes Collateralised Portion, which amounts to € 260,200,000; minus
- (b) the initial Pre-Funding Reserve Fund, which amounts to €12,862,515.13.

**1.5. Confirmation that the information relating to an undertaking/obligor not involved in the issue has been accurately reproduced from the information published by the undertaking/obligor**

Not applicable.

**2. THE UNDERLYING ASSETS**

**2.1. Confirmation that the securitised assets backing the issue have characteristics that demonstrate the capacity to produce funds to service any payments due and payable on the securities**

The Seller confirms that the flows of principal, ordinary interest and any other amounts generated by the Receivables are sufficient to meet the payments due and payable under the Notes (taking into account the subordination that exists between the different classes of Notes) in accordance with the contractual nature thereof.

However, in order to cover any eventual payment defaults of the Obligors, credit enhancements will be put in place in order to increase the security or regularity of the payments of the Notes and mitigate or neutralise differences in interest rates on the Credits, and which are described in section 3.4.2 of this Additional Information. Such enhancements, however, may prove to be insufficient in exceptional circumstances.

The Notes have different risk of failing to receive payments as and when due and therefore the Rated Notes have different credit ratings assigned by the Rating Agencies as detailed in section 7.3.2 of the Securities Note.

**2.2. Assets backing the issue**

**General overview of the Receivables**

The Fund will pool in its assets the Receivables arising from Spanish consumer credits (the “Credits”) being:

- (a) point of sale credits originated by the Seller for the purposes of financing the purchase by the relevant Obligor of a specific product or service from a supplier (“**Point of Sale Facilities**” or “**POS**”); and
- (b) consumer credit facilities originated by the Seller for the purposes of financing general needs of the relevant Obligor (but not linked to a specific product or service), advanced under an existing Point of Sale Facility or PIL Facility of that Obligor and which is used (i) to refinance in full all outstanding amounts under such existing Point of Sale Facility or PIL Facility (if any) and (ii) to provide new cash to the Obligor (“**PIL Facilities**” or “**PIL**”).

The Point of Sale Facilities and the PIL Facilities are documented and governed by means of UPL agreements (the “**UPL Agreements**” and references to “**UPL Agreement**” shall mean any of them).

The requirements to be met by the Receivables to be assigned to the Fund and their characteristics are described in the sections below and in the Deed of Incorporation.

**Regulatory characteristics of the Receivables**

The Receivables (i) in the initial Securitised Portfolio transferred on the Incorporation Date; and (ii) transferred to the Issuer from time to time during the Revolving Period, will not include at the time of selection for inclusion in that initial Securitised Portfolio or for sale to the Issuer during the Revolving Period any exposures in default or delinquent exposures

within the meaning of Article 178(1) of Regulation (EU) No 575/2013 for the purposes of Article 20(11) of the EU Securitisation Regulation or any restructured Receivables.

To the best of the Seller's knowledge, no Receivable in the initial Securitised Portfolio or transferred to the Issuer from time to time during the Revolving Period will be to an Obligor who is a "credit-impaired debtor" as described in Article 20(11) of the EU Securitisation Regulation and in accordance with any official guidance issued in relation thereto.

For the purposes of Article 21(2) of the EU Securitisation Regulation:

- (a) the Securitised Portfolio, as at the Preliminary Portfolio Cut-Off Date, does not include any derivatives for purposes of Article 21(2) of the EU Securitisation Regulation on the basis that the Receivables in the Securitised Portfolio have been entered into substantially on the terms of similar standard documentation for unsecured consumer credits; and
- (b) except for the purpose of hedging interest-rate or currency risk, the Issuer will not enter into derivative contracts.

The aggregate Principal Balance of all Receivables in the Securitised Portfolio made to a single Obligor does not exceed 0.01% of the aggregate Principal Balance of all Receivables in the Preliminary Portfolio as of the Preliminary Portfolio Cut-Off Date.

#### **Maximum Receivables Amount**

The maximum amount of the Principal Balance of the Receivables pooled at any time in the Fund will be equal to or lower than TWO HUNDRED AND SIXTY MILLION, TWO HUNDRED THOUSAND EUROS (€ 260,200,000.00) (the "**Maximum Receivables Amount**"), equivalent to the aggregate nominal value of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes Collateralised Portion.

#### **Portfolio Concentration Levels of the Initial Receivables**

For illustrative purposes, as of the Preliminary Portfolio Cut-Off Date:

- (a) the aggregate Service-Related Balance of the Receivables in the Preliminary Portfolio:
  - (i) which have arisen from Point of Sale Facilities for which the related Credit (or a portion of it) is a Service-Related Credit is 8.20 per cent.; and
  - (ii) which have arisen from Point of Sale Facilities for which the related Credit (or a portion of it) is: (a) a Service-Related Credit; and (b) was originated less than 12 months from the relevant Cut-Off Date, is 8.12 per cent;
- (b) the Top Service-Related Merchant Balances are 0.30 per cent. of the Receivables in the Preliminary Portfolio;
- (c) the aggregate of the Tier 1 Merchant Service-Related Balances are 0.00 per cent. of the Receivables in the Preliminary Portfolio; and
- (d) the aggregate of the Tier 2 Merchant Service-Related Balances are 0.00 per cent. of the Receivables in the Preliminary Portfolio.

### 2.2.1. Legal jurisdiction by which the pool assets is governed

#### General overview

The Receivables and the Credits are governed by the Spanish laws. In particular, the securitised Receivables are governed by the Spanish banking regulations and, specifically and where applicable, by:

- (a) Law 16/2011 (and regarding the Additional Receivables, Law 16/2011 or any other relevant regulations applicable from time to time);
- (b) Law 22/2007 of 11 July 2007 on distance marketing of consumer financial services (*Ley 22/2007, de 11 de julio, sobre comercialización a distancia de servicios financieros destinados a los consumidores*) ("**Law 22/2007**").
- (c) the Consumer Protection Law; and
- (d) Law 7/1998, of 13 April, on General Contracting Conditions (*Ley 7/1998, de 13 de abril, sobre condiciones generales de la contratación*).

#### Formalities to be complied with regarding the Receivables' assignment, notice of assignment and set-off

The assignment of the Receivables is governed by Spanish common law (*ley española común*), i.e., articles 609 and 1526 *et seq.* of the Spanish Civil Code and articles 347 and 348 of the Spanish Commercial Code.

In this respect, pursuant to Article 1526 of the Spanish Civil Code, any assignment of receivables and claims shall be effective against third parties only as from the date on which such assignment must be deemed to be effective against third parties in accordance with Article 1218 and 1227 of the Spanish Civil Code. In this respect, please note that:

- (a) according to Article 1218 of the Spanish Civil Code, any assignment which has been executed by means of a notarised deed will become effective against third parties as from the date of the execution of such notarised deed. Moreover, pursuant to Article 1227 of the Spanish Civil Code, any assignment which has not been executed by means of a notarised deed will only become effective against third parties as from (i) the date of its registration with an official registry, (ii) the date of the death of any of the signatories of such document, or (iii) the date of presentation of the relevant document to the competent authorities (if any);
- (b) notwithstanding the above, consistent case-law from the Spanish Supreme Court (including, 2 December 1952, 6 March 1965, 13 May 1972, 17 May 1974, 6 July 1982, 25 January 1988, 11 April 1988, 2 November 1993, 18 April 2000, 18 December 2001, 22 June 1995, 9 June 1999, 21 March 2003, 30 December 2005) has ruled that notarisation is not necessary to provide certainty as to the date of any assignment of receivables, a private document being sufficient for these purposes where the parties can prove by means of other evidences (account books and records, account statements, etc.) that a true sale of the relevant receivables had taken place on the relevant purchase dates.

In addition, Article 1527 of the Spanish Civil Code states that payments by a debtor will have the effect of discharging the debtor's obligations to the Seller until the debtor has knowledge of the assignment or it has been notified to the debtor.

Pursuant to Article 1198 of the Spanish Civil Code, if an assignment of credit rights is made and the debtor has no knowledge of such assignment, the debtor will be entitled to set-off against the Issuer the amounts of any claims against the Seller that arose before the

assignment took place, as well as those arising after the assignment until the debtor is notified or has knowledge of the assignment.

In addition to the above, if the assignment is made and the debtor has no knowledge of such assignment, the debtor is entitled to raise against the Issuer all defences that would have been available to it from transactions entered into between it and the Seller arising before the debtor had knowledge of the assignment.

In addition, pursuant to Article 31.1 of Law 16/2011, in the event of assignment to a third party of the creditor's rights under a credit agreement, the consumer shall be entitled to raise against the assignee any defence which was available to him against the original creditor, including set-off.

Consequently, until a notice has been delivered to each Obligor, there will be the following consequences:

- (a) each Obligor is likely, and entitled, by virtue of his lack of knowledge of the sale, to continue to make payments under the relevant Receivable to the Seller;
- (b) the Seller must give an Obligor a discharge for payment upon receiving the relevant monies from an Obligor;
- (c) an Obligor may set-off against the Issuer claims against the Seller even if the claims arise after the Obligor has received notice of the assignment; and
- (d) until delivery of a notice to each Obligor, the Issuer will have to join the Seller as party to any action which the Issuer may wish to take against an Obligor.

The Seller's assignment of the Receivables to the Fund shall not be notified to the Obligors except as foreseen in section 3.7.1.16 of this Additional Information.

#### **Consumer Protection Law and linked contracts under Law 16/2011**

The Fund is exposed to credit risk in relation to individual Obligors, who are individuals acting as consumers for non-business purposes and who have entered into the UPL Agreements.

Individual debtors benefit from the consumer protective provisions of Royal Legislative Decree 1/2007, of November 16, approving the consolidated text of the General Law for the Defence of Consumers and Users and other complementary laws (*Real Decreto Legislativo 1/2007, de 16 de noviembre, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias*) (as amended, the "**Consumer Protection Law**") and Law 16/2011.

The consumer protection laws applicable to the Receivables has a significant impact on the terms and conditions of the UPL Agreements. Among others, they determine the very nature of consumer credit, the duties of information to its holders, the regulation of linked contracts, the right of withdrawal or the legal means for dispute resolution, all of which derive from the transposition and development in Spain of Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers.

In particular, in the case of Credits granted exclusively to finance a contract for the supply of specific goods or the provision of specific services, and considering that both contracts constitute a commercial unit from an objective point of view, such Credits shall be considered linked credit contracts and article 29 of Law 16/2011 shall apply to them. In these cases, if the Obligor has exercised its right of withdrawal with respect to the UPL Agreement for the supply of goods or services financed in whole or in part through the Credit, it shall cease to be bound by the UPL Agreement without penalty, with the consequent reduction of available funds for the Fund. Likewise, the debtors, in addition to being able to exercise their rights

against the supplier of the goods or services, may exercise the same rights against the Seller, provided that all the requirements established in the aforementioned article are met.

In the same terms, the Consumer Protection Law establishes additional protections for the Obligors as it provides for the nullity of all unfair terms, including, among others, those that bind the contract to the sole will of the entrepreneur or those that impose on the consumer guarantees that are excessive in proportion to the risk assumed by the entrepreneur, and which are deemed not to have been included in the contract relating to the provision or supply of the service or good in question. In this sense, the Consumer Protection Law expressly establishes as null and void (*nulas de pleno derecho*) any clauses that impose a penalty on the consumer and user for exercising or waiving his right of withdrawal.

Finally, it should be noted that the extensive regulation of consumer protection referred to above has led in recent years to a notable increase in the number of legal cases brought by consumers against their lending institutions, which may lead to the corresponding nullity of some clauses in question or even the nullity of the entire contract.

### **Credit Consumer Protection and Usury Laws**

The Seller is subject to an extensive array of consumer protection and lending laws, regulations and judgments in Spain, which in turn may lead to a substantial amount of customer claims including, without limitation, in respect of the ordinary interest rates under the Credits.

On the one hand, consumer credit activities are subject to extensive regulation in Spain. As a result of an increasing amount of such regulation in recent years and the impact of the 2008 financial crisis, there is an increasing tendency in recent years for Spanish borrowers to file claims against financial institutions, including, inter alia, on the basis of allegations that certain provisions included in the agreements signed by the consumers are abusive (*abusivas*) or lack transparency.

On the other hand, pursuant to the Spanish Law on Prohibition of Usury of 23 of July of 1908 (*Ley de 23 de julio de 1908 sobre nulidad de los contratos de préstamos usurarios*) (the "**Usury Law**"), any facility agreements providing for an ordinary interest rate (the "**Contractual Rate**") notably higher than the normal interest rate of money and manifestly disproportionate to the circumstances surrounding the case are "usurious" and, therefore, null and void. The Spanish Supreme Court has held that the nullity provided for by the Usury Law renders a "usurious" agreement void rather than voidable. This means, inter alia, that such agreement is unenforceable and must be treated as if it had never been formed, so that the declaration of nullity have *ex tunc* (retrospective) effect, without such nullity being able to be cured in any way and being not subject to any time limitations. Furthermore, pursuant to the Usury Law, where a facility is nullified by the courts of justice "*the borrower shall be obliged to return only the sum received*" and "*if it has satisfied part of that and the interest due, the lender will return to the borrower*" any amounts paid which exceed the borrowed capital.

There has been an increase in the number of claims from borrowers on the application of the Usury Law since the end of 2015. Whilst the vast majority of claims have been brought in relation to credit cards, in recent years there has been a significant increase in the number of claims brought in relation to consumer credits.

The Usury Law does not define the term "normal interest rate of money" (nor does it provide for any test or indication for assessing what "notably higher" means in practice), so it has been interpreted by each Spanish court based on its own judgment. However, the meaning of the term "normal interest rate of money" or, at least, which rate could be a valid benchmark for the purposes of determining thereof has been clarified, to some extent only, by the Spanish Supreme Court.



The Spanish Supreme Court case law between 2015 and 2022 established several general guidelines for performing the 'usury test' on the interest rate of a credit contract:

- (a) The credit's APR ("*tasa anual equivalente*" or "TAE", ie. the total cost of the credit, including interests and any fees and commissions) shall be assessed, and not its TEDR ("*tipo efectivo definición restringida*" ie. APR minus fees and commissions).
- (b) Such APR shall be compared with the average interest rate of the most specific type of contract possible at the time the agreement is concluded (notion of "*normal interest rate of money*"), avoiding average interest rates of more general categories (e.g., the interest rate of a revolving credit card contract should be compared to the average interest rate of that specific type of contract, and not to the average interest rate of consumer credit contracts);
- (c) The comparison to the specific average interest rate must be made at the time the contract is concluded;
- (d) The amount of deviation from the normal interest rate needs to be analysed on a case-by-case basis before being considered "significantly higher" and therefore usurious; and
- (e) The lender bears the burden of proof to demonstrate the existence of exceptional circumstances that justify the application of an interest rate significantly higher than the normal interest rate of money in consumer credit transactions.

The more recent judgments from the Spanish Supreme Court (Judgement no. 258/2023, of 15 February 2023, Judgement no. 317/2023 of 28 February 2023 and Judgement 462/2023, of 15 February 2023) have definitively settled the question of what is the differential that must be applied in order to consider interest significantly higher than the normal interest rate of money in a revolving credit, both with regard to contracts entered into prior to 2010, and with regard to contracts entered into after that date, thereby generating legal certainty. In particular, four main conclusions can be drawn:

- (a) in order to identify what the normal market interest rate is for revolving credits originated between 2000 and 2010, as a general rule it is necessary to resort to the specific information closest in time, which is the one broken down by the Bank of Spain in June 2010 and which the Spanish Supreme Court fixes at the average rate of 19.32%.
- (b) In the absence of a legal criterion on the acceptable upper margin for not incurring usury, in view of the requirements of predictability in a context of mass litigation, the Court establishes the following criterion: in revolving credit contracts, where the average interest rate has so far been above 15%, the interest rate is significantly higher if the difference between the average market rate and the Contractual Rate exceeds 6 percentage points.

For revolving credit cards contracts concluded prior to 2000 there is not a specific benchmark to compare with, so it would be subject to the evidence that the defendant can provide.

- (c) In this type of credit transaction, in the absence of specific circumstances justifying an elevated cost, the contract will be considered usurious if the Contractual Rate exceeds by six percentage points the APR that can be considered as normal interest rate of money, which will be the average interest rate of the credit cards and revolving cards section of the Bank of Spain's statistics, and which, if it is a TDER and not an APR, will have to be increased by 20 or 30 hundredths of a percentage point.
- (d) If the annual percentage rate of charge or APR is modified during the term of the contract, the possible usurious nature does not apply from the initial moment of the



contract, but exclusively from the moment in which the lending financial institution unilaterally fixed a different APR with an interest rate notably higher than the normal interest rate of money at that moment.

In Judgement of 6 October 2023, the Spanish Supreme Court, also ratifying the doctrine established in its Judgement of 15 February 2023, finds out that although the doctrine on the six percentage points between the average market rate and the Contractual Rate to judge the usurious nature of the interest agreed on a revolving card is not applicable to a personal loan, in which the average market rate is less than 15%, there is nothing to prevent it from being taken into consideration when assessing whether the Contractual Rate is significantly higher than the average market rate for these credit transactions at the time it was agreed.

It should be noted that although the findings by the case law as to the interpretation of the Usury Law are binding on any Spanish lower courts, they do not have direct effect on any revolving credit or loan agreements other than the specific ones before the Supreme Court. Accordingly, the determination whether any specific revolving credit or loan agreement is or not usurious must still be made on a case-by-case basis considering all relevant factual circumstances surrounding each case.

None of the Receivables in the Preliminary Portfolio is subject to claims regarding ordinary interest rates and the ordinary interest charged on such Receivables is in line with what the Seller considers to be the market standard for the circumstances and type of origination of the Receivables. However, there can be no assurance that a Court would not take a different view in respect of a Receivable if a claim were to be brought against the Seller by the relevant Obligor in this respect. If a breach of a representation or warranty occurs as a result of a final court ruling (*sentencia firme*) declaring usury, the Seller is required to repurchase the relevant Receivable in accordance with the procedure set out in section 2.2.9 of the Additional Information.

For illustrative purposes, the maximum APR is (i) 161.30% for Point of Sale Facilities and (ii) 29.33% for PIL Facilities, and the Principal Balance of Receivables with an APR above 24% is (i) 0.32% for PIL Facilities and (ii) 1.88% for PIL Facilities.

## **2.2.2. General characteristics of the Obligors, Receivables and the economic environment, as well as any global statistical data referred to the securitised assets**

### **2.2.2.1. Assignment**

#### Assignment of the Initial Receivables

The Principal Balance of the Initial Receivables to be assigned to the Fund on the Incorporation Date will be equal to or approximately €247,337,484.87, amount which results from:

- (a) the nominal value of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes Collateralised Portion, which amounts to € 260,200,000; minus
- (b) the initial Pre-Funding Reserve Fund, which amounts to €12,862,515.13.

For clarification purposes, as explained in sub-section "*Diagrammatic overview of on-going cashflows*" of section 3.1 of the Additional Information below, Collections received from but excluding the Initial Assignment Cut-Off Date to and excluding the Incorporation Date, will be transferred to the Transaction Account within three (3) Business Days following the Disbursement Date.

The assignment by the Seller of the Initial Receivables will be legally effective from the Incorporation Date and will be documented by means of the Master Receivables Sale Agreement (as a notarial deed «*póliza*») (which will include a list of the Initial Receivables

assigned to the Fund) executed simultaneously with the Deed of Incorporation and upon incorporation of the Fund.

Notwithstanding the above, the Seller and the Management Company have agreed that the assignment of the Initial Receivables will have economic effects from (and including) the Initial Assignment Cut-Off Date. Therefore, any amounts collected under the Receivables (whether for principal, interest or others) as well as any interest accrued on the Receivables on or after the Initial Assignment Cut-Off Date shall belong to the Fund.

For this purpose, "**Initial Assignment Cut-Off Date**" means 31 August 2024.

In order for the Initial Receivables to be assigned to, and acquired by, the Fund, each Initial Receivable shall, on the relevant Cut-Off Date, individually satisfy the Eligibility Criteria established in section 2.2.8.6 below.

*Both Initial Receivables and Additional Receivables*

Any Receivables (either the Initial Receivables or the Additional Receivables) to be offered by the Seller to the Fund will be existing Eligible Receivables held by the Seller on the Incorporation Date (in respect of the Initial Receivables) or on the relevant Purchase Date (in respect of the Additional Receivables), will be randomly selected (in the case of the Initial Receivables, from the Preliminary Portfolio) and shall meet the relevant Eligibility Criteria (as applicable), as set forth (i) in sub-section "*Assignment of the Initial Receivables*" above (in respect of the Initial Receivables); and (ii) in section 2.2.2.3.3 of the Additional Information (in respect of the Additional Receivables).

Such assignment will be made in the terms described in section 3.3.1 *et seq.* of the Additional Information.

*Selection of Initial Receivables from the Preliminary Portfolio*

The preliminary credit portfolio from which the Initial Receivables shall be selected comprises 218,223 Credits (the "**Preliminary Portfolio**"), with a Principal Balance as of 31 August 2024 (the "**Preliminary Portfolio Cut-Off Date**") amounting to € 247,337,484.84.

The Seller has identified the Preliminary Portfolio using a system containing defined data on each of the qualifying credits in the Seller's overall portfolio of credits available for selection. This system allows the setting of exclusion criteria, among others corresponding to relevant Seller Asset Warranties that the Seller makes in the Receivables Sale Agreement in relation to the Receivables, Eligibility Criteria, the Portfolio Concentration Levels and Portfolio Performance Trigger Events. Once the criteria have been determined, the system identifies all Receivables owned by the Seller that are consistent with the criteria.

The initial Receivables transferred on the Incorporation Date may differ from those in the Preliminary Portfolio due to any repayments of Receivables occurring or enforcement procedures being completed or if the Receivables would breach the Seller Asset Warranties to be made on the Incorporation Date or do not comply with the Eligibility Criteria, the Portfolio Concentration Levels or Portfolio Performance Trigger Events or Receivables which are included in addition to the Preliminary Portfolio which comply with the Eligibility Criteria and Seller Asset Warranties, in each case during the period between Preliminary Portfolio Cut-Off Date and the Incorporation Date.

*Review of the selected assets securitised through the Fund upon being established*

Deloitte has reviewed a sample of 461 Credits randomly selected out of the Preliminary Portfolio from which the Initial Receivables shall be selected.

The results, applying a confidence level of at least 99%, are set out in a special securitisation report prepared by Deloitte for the purposes of complying with Article 22.2 of the EU Securitisation Regulation. The Seller, as originator, confirms that no significant adverse findings have been detected.

Additionally, Deloitte has verified the data disclosed in the following stratification tables in respect of the Preliminary Portfolio.

The Management Company has requested from the CNMV the exemption to submitting the special securitisation report according to the second paragraph of article 22.1 c) of Law 5/2015.

None of the Arranger, the Joint Lead Managers, the Management Company, the Paying Agent, the Accounts Bank or any other person has undertaken or will undertake any investigations, searches or other actions to verify the information concerning the Securitised Portfolio or to establish the creditworthiness of any Obligor or any other party to the Transaction Documents.

*(stratification tables follow).*

**2.2.2.2. Initial Receivables****2.2.2.2.1. Point of Sale Facilities****(a) Credit type**

Credit type	Units	% of Units	Principal Balance <sup>(1)</sup>	% Principal Balance
(1) Non-Synthetic Receivables	9,619	4.9%	19,242,766	14.1%
(2)(a) Synthetic Receivables - Discount Paying	81,570	41.6%	53,959,447	39.7%
(2)(c) Synthetic Receivables - Charges	74,997	38.3%	36,127,683	26.6%
(2)(b) Synthetic Receivables - Discount and Charges	10,996	5.6%	17,058,069	12.5%
(2)(d) Synthetic Receivables - Immediate 1st charge	18,718	9.6%	9,648,214	7.1%
<b>Total</b>	<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>

(1) Principal Balance means in respect of a Receivable which is not a Synthetic Receivable, the principal balance of such Receivable (being that portion that does not relate to Finance Charge Receivables) and in relation to a Synthetic Receivable, shall mean the Synthetic Principal Balance.

The table categorises Point of Sale Receivables into two main types: (1) Non-Synthetic Receivables and (2) Synthetic Receivables. Synthetic Receivables are further divided into four subcategories:

Category	Concepts included
<b>discount paying</b>	the yield comprises a discount made to the relevant merchant (irrespective of whether there is or not an initial principal payment made by the borrower on the date of origination of the Receivable).
<b>charges</b>	the yield comprises Transaction Fees and/or Periodic Finance Charges financed as part of the Principal Balance of the Receivable; (irrespective of whether there is or not an initial principal payment made by the borrower on the date of origination of the Receivable).
<b>discount and charges</b>	the yield comprises a combination of (i) discount made to the relevant merchant and (ii) Transaction Fees and/or Periodic Finance Charges financed as part of the Principal Balance of the Receivable (irrespective of whether there is or not an initial principal payment made by the borrower on the date of origination of the Receivable).
<b>immediate 1st charge</b>	initial principal payment made by the borrower on the date of origination of the Receivable ( <u>not included in the other categories</u> ).

**(b) Principal balance**

Principal balance	Units	% of Units	Principal Balance	% Principal Balance	
<=	>				
-	1,000	156,030	79.6%	51,125,930	37.6%
1,000	2,000	23,532	12.0%	32,914,130	24.2%
2,000	3,000	9,678	4.9%	23,580,803	17.3%
3,000	4,000	3,715	1.9%	12,629,057	9.3%
4,000	5,000	1,687	0.9%	7,493,668	5.5%
5,000	6,000	577	0.3%	3,093,277	2.3%
6,000	7,000	227	0.1%	1,480,219	1.1%
7,000	9,000	377	0.2%	2,989,589	2.2%
	>9000	77	0.0%	729,506	0.5%
	<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>	

Principal Balance	Units	Max. Principal Balance	Min. Principal Balance	Avg. Principal Balance
POS	195,900	9,829.53	8.90	694.42

**(c) Distribution by concentration of borrowers**

Borrowers	Units	% of Units	Principal Balance	% Principal Balance
Top 1	2	0.0%	11,686	0.0%
Top 10	12	0.0%	100,097	0.1%
Top 20	22	0.0%	196,451	0.1%
Top 50	52	0.0%	482,529	0.4%

(d) Origination year

Origination Year	Units	% of Units	Principal Balance	% Principal Balance
<=2019	1	0.0%	198	0.0%
2020	40	0.0%	13,889	0.0%
2021	6	0.0%	2,583	0.0%
2022	1,309	0.7%	1,701,177	1.3%
2023	33,839	17.3%	24,642,543	18.1%
2024	160,705	82.0%	109,675,788	80.6%
<b>Total</b>	<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>

Origination date	Units	Max. Origination date	Min. Origination date	Avg. Origination date
POS	195,900	30/07/2024	28/10/2019	09/03/2024

(e) Expected maturity year

Expected maturity year	Units	% of Units	Principal Balance	% Principal Balance
2024	62,112	31.7%	11,230,604	8.3%
2025	100,503	51.3%	57,216,178	42.1%
2026	15,836	8.1%	25,678,736	18.9%
2027	8,297	4.2%	18,745,808	13.8%
2028	6,693	3.4%	15,146,846	11.1%
2029	2,110	1.1%	6,146,055	4.5%
>=2030	349	0.2%	1,871,951	1.4%
<b>Total</b>	<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>

Maturity date	Units	Max. Maturity date	Min. Maturity date	Avg. Maturity date
POS	195,900	01/03/2032	02/09/2024	24/05/2026

(f) Original term (months)

Original term (Months)	Units	% of Units	Principal Balance	% Principal Balance	
<=	>				
-	15	144,963	74.0%	51,972,707	38.2%
15	30	28,829	14.7%	33,758,807	24.8%
30	45	10,695	5.5%	22,167,598	16.3%
45	60	7,919	4.0%	17,050,434	12.5%
60	75	3,325	1.7%	9,900,004	7.3%
75	>75	169	0.1%	1,186,629	0.9%
<b>Total</b>	<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>	

Original term	Units	Max. Original Term	Min. Original Term	Avg. Original Term
POS	195,900	96	2	26.54

(g) Seasoning (months)

Seasoning (Months)	Units	% of Units	Principal Balance	% Principal Balance	
<=	>				
-	5	107,966	55.1%	72,453,419	53.3%
5	10	72,709	37.1%	48,599,400	35.7%
10	15	10,186	5.2%	9,308,846	6.8%
15	20	3,683	1.9%	3,956,666	2.9%
20	25	1,215	0.6%	1,404,105	1.0%
25	58	141	0.1%	313,743	0.2%
<b>Total</b>	<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>	

Seasoning	Units	Max. Seasoning	Min. Seasoning	Avg. Seasoning
POS	195,900	58	1	5.26

(h) Remaining term (months)

Remaining term (Months)	Units	% of Units	Principal Balance	% Principal Balance	
<=	>				
-	12	151,976	77.6%	55,837,985	41.0%
12	24	22,914	11.7%	30,929,974	22.7%
24	36	10,017	5.1%	21,777,718	16.0%
36	48	7,888	4.0%	17,470,122	12.8%
48	60	2,707	1.4%	7,857,155	5.8%
60	72	253	0.1%	1,145,215	0.8%
72	>72	145	0.1%	1,018,009	0.7%
<b>Total</b>	<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>	

Remaining terms	Units	Max. Remaining Term	Min. Remaining Term	Avg. Remaining Term
POS	195,900	91	1	21.40

(i) Interest rate <sup>(1)(2)(3)</sup>

Interest rate		Units	% of Units	Principal Balance	% Principal Balance
<=	>				
0	6	51,648	26.4%	27,179,157	20.0%
6	11	50,036	25.5%	40,710,143	29.9%
11	16	60,360	30.8%	53,252,986	39.1%
16	22	26,911	13.7%	13,831,179	10.2%
22	26	3,719	1.9%	678,370	0.5%
26	>26	3,226	1.6%	384,344	0.3%
<b>Total</b>		<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>

Interest Rate (Contractual and Synthetic)	Units	Max. Interest Rate	Min. Interest Rate	Avg. Interest Rate
POS	195,900	114.80% <sup>(4)</sup>	0	10.20%

(1) Includes contractual and synthetic interest.

(2) This table shows the interest rate applicable under the Credits, which is different to the APR ("Tasa Anual Equivalente" or "TAE") that indicates the cost or effective yield of a credit, calculated considering the nominal interest rate, any bank expenses, fees and commissions and the term of the credit.

(3) The Credits of the Preliminary Portfolio do not have more than one fixed rate of interest over the term of the Credit.

(4) It is a synthetic interest.

(j) Instalment

Instalment amount		Units	% of Units	Principal Balance	% Principal Balance
<=	>				
-	40	55,235	28.2%	15,470,180	11.4%
40	70	70,975	36.2%	33,905,541	24.9%
70	90	23,262	11.9%	17,859,231	13.1%
90	120	19,429	9.9%	20,547,541	15.1%
120	160	13,844	7.1%	21,962,156	16.1%
160	200	6,364	3.2%	12,312,118	9.1%
200	250	3,137	1.6%	6,191,462	4.6%
250	300	1,772	0.9%	4,009,343	2.9%
	>300	1,882	1.0%	3,778,606	2.8%
<b>Total</b>		<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>

Instalment Amount	Units	Max. Instalment Amount	Min. Instalment Amount	Avg. Instalment Amount
POS	195,900	1,505.08	5.08	110.99

(k) Employment status of the Borrower

Borrower employment status	Units	% of Units	Principal Balance	% Principal Balance
Employed - Public Sector	6,575	3.4%	4,087,520	3.0%
Employed - Private Sector	127,932	65.3%	81,818,010	60.1%
Other (1)	6,584	3.4%	2,826,264	2.1%
Pensioner	44,254	22.6%	41,683,085	30.6%
Self-Employed	9,268	4.7%	5,355,396	3.9%
Unemployed	1,287	0.7%	265,904	0.2%
<b>Total</b>	<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>

(1) Category "Other" includes students, house keepers, landlords, and other uncommon sources of income not covered by the rest of categories or where the detail is not required.

(l) Borrower Employment Status

Borrower employment status	Units	% of Units	Principal Balance	% Principal Balance
Other	7,871	4.0%	3,092,168	2.3%
Permanent/Pensioners	174,329	89.0%	126,023,888	92.6%
Self-employed	9,268	4.7%	5,355,396	3.9%
Temporal	4,432	2.3%	1,564,726	1.2%
<b>Total</b>	<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>

(m) Geographic region of the Borrower

Geographic region	Units	% of Units	Principal Balance	% Principal Balance
Andalucía	44,323	22.6%	29,366,265	21.6%
Aragón	4,211	2.1%	3,054,217	2.2%
Canarias	12,840	6.6%	9,904,162	7.3%
Cantabria	1,308	0.7%	802,617	0.6%
Castilla La Mancha	12,121	6.2%	8,370,403	6.2%
Castilla y León	5,915	3.0%	3,880,622	2.9%
Cataluña	25,597	13.1%	20,066,017	14.8%
Ceuta	265	0.1%	172,404	0.1%
Comunidad de Madrid	32,229	16.5%	22,842,796	16.8%
Comunidad Foral de Navarra	1,460	0.7%	1,197,045	0.9%
Comunidad Valenciana	25,740	13.1%	16,870,555	12.4%
Extremadura	6,223	3.2%	4,058,914	3.0%
Galicia	6,389	3.3%	4,452,342	3.3%
Islas Baleares	2,119	1.1%	1,524,167	1.1%
La Rioja	752	0.4%	702,010	0.5%
Melilla	328	0.2%	216,925	0.2%
País Vasco	3,786	1.9%	2,993,948	2.2%
Principado de Asturias	2,567	1.3%	1,600,347	1.2%
Región de Murcia	7,727	3.9%	3,960,423	2.9%
<b>Total</b>	<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>

(n) Merchant Activity Sector

The following table shows the different types of goods and/or services financed through a Point of Sale Facility distributed in:

- (1) "Beauty" (beauty treatments such as laser depilation or other);
- (2) "Dental" (dental treatments including orthodontics);
- (3) "Direct Sale" (special sales at customers' home of furniture and other catalogue sales);
- (4) "Electro" (electronic devices, white and black lines);
- (5) "Furniture" (home furniture);
- (6) "Optical" (glasses and other optical devices); and
- (7) "Other" (other durable goods not covered by the rest of categories).

Among this categories Beauty and Dental concentrate the vast majority of the Service Related Balances of the Initial Receivables, while the rest refer to goods.

Merchant Activity Sector	Units	% of Units	Principal Balance	% Principal Balance
Beauty	17,941	9.2%	13,713,144	10.1%
Dental	19,951	10.2%	34,966,621	25.7%
Direct Sale	19,244	9.8%	29,270,479	21.5%
Electro	50,586	25.8%	14,326,502	10.5%
Furniture	26,506	13.5%	14,013,157	10.3%
Optical	57,125	29.2%	28,467,513	20.9%
Other	4,547	2.3%	1,278,763	0.9%
<b>Total</b>	<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>

(o) Borrower Age

Borrower Age	Units	% of Units	Principal Balance	% Principal Balance	
>= 18	<= 24	11,682	6.0%	5,095,348	3.7%
25	34	33,100	16.9%	17,829,923	13.1%
35	44	35,120	17.9%	20,836,259	15.3%
45	54	45,294	23.1%	30,005,105	22.1%
55	64	35,088	17.9%	27,576,708	20.3%
65	74	26,957	13.8%	25,946,054	19.1%
75	84	8,657	4.4%	8,742,811	6.4%
85		2	0.0%	3,970	0.0%
<b>Total</b>		<b>195,900</b>	<b>100%</b>	<b>136,036,179</b>	<b>100%</b>

(p) Service-Related Balances

<b>Service-Related Balances / no Service-Related Balance</b>	<b>Units</b>	<b>% of Units</b>	<b>Service-Related Balance</b>	<b>% Service-Related Balance</b>
No Service-Related Balance	174,220	88.9%	0	0.0%
Service-Related Balances >=12 months <sup>(1)</sup>	1,305	0.7%	202,514	1.0%
Service-Related Balances 0-11 months <sup>(1)</sup>	20,375	10.4%	20,084,885	99.0%
<b>Total</b>	<b>195,900</b>	<b>100%</b>	<b>20,287,399</b>	<b>100%</b>

<sup>(1)</sup> it refers to the seasoning of the Credits.

For illustrative purposes, as of the Preliminary Portfolio Cut-Off Date, the aggregate Service-Related Balance of the Receivables in the Preliminary Portfolio:

- (i) which have arisen from Point of Sale Facilities for which the related Credit (or a portion of it) is a Service-Related Credit is 8.20 per cent.; and
- (ii) which have arisen from Point of Sale Facilities for which the related Credit (or a portion of it) is: (a) a Service-Related Credit; and (b) was originated less than 12 months from the relevant Cut-Off Date, is 8.12 per cent.

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**2.2.2.2.2. PIL Facilities**(a) Credit type

Credit type	Units	% of Units	Principal Balance	% Principal Balance
Non-Synthetic Receivables	22,323	100%	111,301,306	100%
<b>Total</b>	<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

(b) Principal balance

Principal balance	Units	% of Units	Principal Balance	% Principal Balance
<= >				
- 3,000	4,833	21.7%	12,304,150	11.1%
3,000 5,000	6,617	29.6%	26,207,315	23.5%
5,000 7,000	7,160	32.1%	42,470,936	38.2%
7,000 9,000	2,654	11.9%	20,276,371	18.2%
>9000	1,059	4.7%	10,042,535	9.0%
<b>Total</b>	<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

Principal Balance	Units	Max. Principal Balance	Min. Principal Balance	Avg. Principal Balance
PIL	22,323	9,865	188	4,986

(c) Distribution by concentration of borrowers

Borrowers	Units	% of Units	Principal Balance	% Principal Balance
Top 1	1	0.0%	9,865	0.0%
Top 10	10	0.0%	98,651	0.1%
Top 20	20	0.1%	197,302	0.2%
Top 50	50	0.2%	492,887	0.4%

(d) Origination year

Origination year	Units	% of Units	Principal Balance	% Principal Balance
<=2019	33	0.1%	53,070	0.0%
2020	44	0.2%	61,970	0.1%
2021	-	0.0%	-	0.0%
2022	1,574	7.1%	8,139,300	7.3%
2023	11,618	52.0%	56,283,581	50.6%
2024	9,054	40.6%	46,763,385	42.0%
<b>Total</b>	<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

Origination date	Units	Max. Origination date	Min. Origination date	Avg. Origination date
PIL	22,323	13/06/2024	22/04/2019	21/10/2023

(e) Expected maturity year

Expected maturity year	Units	% of Units	Principal Balance	% Principal Balance
2024	31	0.1%	17,666	0.0%
2025	293	1.3%	490,225	0.4%
2026	749	3.4%	1,867,159	1.7%
2027	4,298	19.3%	13,615,753	12.2%
2028	8,339	37.4%	36,984,860	33.2%
2029	5,955	26.7%	35,773,090	32.1%
>=2030	2,658	11.9%	22,552,552	20.3%
<b>Total</b>	<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

Maturity date	Units	Max. Maturity date	Min. Maturity date	Avg. Maturity date
PIL	22,323	01/06/2032	01/10/2024	17/02/2029

(f) Original term (months)

Original term (months)	Units	% of Units	Principal Balance	% Principal Balance
<= >				
- 15	41	0.2%	41,002	0.0%
15 30	314	1.4%	660,618	0.6%
30 45	609	2.7%	1,831,195	1.6%
45 60	6,995	31.3%	21,436,681	19.3%
60 75	12,889	57.7%	73,746,772	66.3%
75 >75	1,475	6.6%	13,585,039	12.2%
<b>Total</b>	<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

Original term	Units	Max. Original Term	Min. Original Term	Avg. Original Term
PIL	22,323	96	12	64.03

(g) Seasoning (months)

Seasoning (months)		Units	% of Units	Principal Balance	% Principal Balance
<=	>				
-	5	4,011	18.0%	20,909,778	18.8%
5	10	7,805	35.0%	38,688,120	34.8%
10	15	6,685	29.9%	31,539,206	28.3%
15	20	2,171	9.7%	11,909,862	10.7%
20	25	1,040	4.7%	5,601,883	5.0%
25	64	611	2.7%	2,652,457	2.4%
<b>Total</b>		<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

Seasoning	Units	Max. Seasoning	Min. Seasoning	Avg. Seasoning
PIL	22,323	64	2	9.87

(h) Remaining term (months)

Remaining terms (months)		Units	% of Units	Principal Balance	% Principal Balance
<=	>				
0	25	831	3.7%	1,675,125	1.5%
25	30	293	1.3%	857,966	0.8%
30	35	645	2.9%	2,152,952	1.9%
35	40	2,928	13.1%	9,087,033	8.2%
40	45	3,608	16.2%	12,673,197	11.4%
45	50	3,419	15.3%	15,763,436	14.2%
50	55	3,355	15.0%	18,491,097	16.6%
55	60	3,762	16.9%	22,073,673	19.8%
60	>60	3,482	15.6%	28,526,827	25.6%
<b>Total</b>		<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

Remaining terms	Units	Max. Remaining Term	Min. Remaining Term	Avg. Remaining Term
PIL	22,323	94	2	54.58

(i) Interest rate

Interest Rate		Units	% of Units	Principal Balance	% Principal Balance
<=	>				
-	6	-	0.0%	-	0.0%
6	11	377	1.7%	2,076,568	1.9%
11	16	3,982	17.8%	21,831,941	19.6%
16	22	16,971	76.0%	82,598,097	74.2%
22	26	583	2.6%	2,606,821	2.3%
26	>26	410	1.8%	2,187,881	2.0%
<b>Total</b>		<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

Interest Rate	Units	Max. Interest Rate	Min. Interest Rate	Avg. Interest Rate
PIL	22,323	26%	9.90%	19.50%

(1) This table shows the interest rate applicable under the Credits, which is different to the APR ("Tasa Anual Equivalente" or "TAE") that indicates the cost or effective yield of a credit, calculated considering the nominal interest rate, any bank expenses, fees and commissions and the term of the credit.

(2) The Credits of the Preliminary Portfolio do not have more than one fixed rate of interest over the term of the Credit.

(j) Instalment

Instalment amount		Units	% of Units	Principal Balance	% Principal Balance
<=	>				
-	100	2,532	11.3%	6,374,633	5.7%
100	130	6,044	27.1%	20,057,151	18.0%
130	160	4,401	19.7%	22,172,836	19.9%
160	190	5,805	26.0%	36,394,399	32.7%
190	220	3,171	14.2%	24,010,303	21.6%
220	250	219	1.0%	1,523,190	1.4%
250	300	98	0.4%	534,520	0.5%
	>300	53	0.2%	234,274	0.2%
<b>Total</b>		<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

Instalment Amount	Units	Max. Instalment Amount	Min. Instalment Amount	Avg. Instalment Amount
PIL	22,323	471.50	31.83	160.32

(k) Employment status of the Borrower

<b>Borrower employment status</b>	<b>Units</b>	<b>% of Units</b>	<b>Principal Balance</b>	<b>% Principal Balance</b>
Employed - Public Sector	550	2.5%	3,364,783	3.0%
Employed - Private Sector	11,123	49.8%	54,608,357	49.1%
Other	171	0.8%	612,549	0.6%
Pensioner	9,075	40.7%	47,062,668	42.3%
Self-Employed	1,404	6.3%	5,652,949	5.1%
<b>Total</b>	<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

(l) Borrower employment type

<b>Borrower employment type</b>	<b>Units</b>	<b>% of Units</b>	<b>Principal Balance</b>	<b>% Principal Balance</b>
Other	148	0.7%	507,132	0.5%
Permanent/Pensioners	20,176	90.4%	102,735,896	92.3%
Self-employed	1,404	6.3%	5,652,949	5.1%
Temporal	595	2.7%	2,405,329	2.2%
<b>Total</b>	<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

(m) Geographic region of the Borrower

<b>Geographic region</b>	<b>Units</b>	<b>% of Units</b>	<b>Principal Balance</b>	<b>% Principal Balance</b>
Andalucía	4,508	20.2%	21,914,676	19.7%
Aragón	585	2.6%	3,088,695	2.8%
Canarias	1,751	7.8%	8,693,852	7.8%
Cantabria	177	0.8%	898,321	0.8%
Castilla La Mancha	1,387	6.2%	6,822,003	6.1%
Castilla y León	725	3.2%	3,809,217	3.4%
Cataluña	3,391	15.2%	17,342,661	15.6%
Ceuta	49	0.2%	256,561	0.2%
Comunidad de Madrid	3,207	14.4%	15,980,508	14.4%
Comunidad Foral de Navarra	179	0.8%	912,267	0.8%
Comunidad Valenciana	2,782	12.5%	13,680,627	12.3%
Extremadura	658	2.9%	3,194,943	2.9%
Galicia	709	3.2%	3,496,216	3.1%
Islas Baleares	351	1.6%	1,829,230	1.6%
La Rioja	90	0.4%	436,253	0.4%
Melilla	53	0.2%	286,260	0.3%
País Vasco	464	2.1%	2,444,751	2.2%
Principado de Asturias	314	1.4%	1,679,571	1.5%
Región de Murcia	943	4.2%	4,534,693	4.1%
<b>Total</b>	<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

(n) Borrower age

<b>Borrower Age</b>		<b>Units</b>	<b>% of Units</b>	<b>Principal Balance</b>	<b>% Principal Balance</b>
>=	<=				
18	24	301	1.3%	1,064,289	1.0%
25	34	1,990	8.9%	7,220,688	6.5%
35	44	3,128	14.0%	15,337,081	13.8%
45	54	5,243	23.5%	26,766,300	24.0%
55	64	4,897	21.9%	25,608,055	23.0%
65	74	5,268	23.6%	27,896,596	25.1%
75	84	1,496	6.7%	7,408,298	6.7%
85	-	-	0.0%	-	0.0%
<b>Total</b>		<b>22,323</b>	<b>100%</b>	<b>111,301,306</b>	<b>100%</b>

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**2.2.2.3. Additional Receivables**

During the Revolving Period, on each Purchase Date, the Fund, represented by the Management Company, will purchase Additional Receivables up to a maximum amount equal to the Maximum Receivables Amount, provided that (i) the Seller has sufficient Additional Receivables to be assigned to the Fund meeting the Eligibility Criteria on the relevant Cut-Off Date and (ii) the Fund has sufficient Available Funds for Purchase of Additional Receivables, and provided further that the Fund shall create and fund from the Principal Available Funds a special ledger for an amount equal to any outstanding Remaining Revenue Shortfall (as determined in the prior Payment Date), if applicable, that may not be used to purchase any Additional Receivables.

For the above purposes, “**Available Funds for Purchase of Additional Receivables**” means, for each Purchase Date in any relevant natural month during the Revolving Period, the result of:

- (a) the remaining Pre-Funding Reserve Fund not previously used; *plus*
- (b) the Unapplied Amounts at the end of the immediately prior month; *plus*
- (c) the minimum between:
  - (i) the aggregate Principal Collections reported by the Servicer from the prior Calculation Date (excluded) until the relevant Purchase Date; and
  - (ii) the collections credited in the Transaction Account from the prior Calculation Date (excluded) until the relevant Purchase Date; *less*
- (d) the purchase price paid for the Additional Receivables assigned from the prior Calculation Date (excluded) until the relevant Purchase Date.

**2.2.2.3.1. Revolving Period**

The Revolving Period is the period commencing on the Incorporation Date and will end on the earlier: (a) the Specified Revolving Period End Date; (b) the date of occurrence of an Early Amortisation Event (but excluding that date); or (c) the date of approval of an Enforcement Resolution by the Meeting of Creditors.

During the Revolving Period, the Fund shall purchase Additional Receivables on each Purchase Date in accordance with the preceding section.

**2.2.2.3.2. Purchase Price of the Additional Receivables**

The Additional Receivables shall be assigned at a price equal to the Purchase Price, as provided in section 3.3.3.2 of the Additional Information.

**2.2.2.3.3. Eligibility Criteria**

In order for the Additional Receivables to be assigned to, and acquired by, the Fund, each Additional Receivable shall, on the relevant Cut-Off Date, individually satisfy all the Eligibility Criteria established in section 2.2.8.6 below.

**2.2.3. Legal nature of the assets**

The Receivables securitised by means of their assignment to the Fund are credit rights arising from Spanish consumer credits being Point of Sale Facilities and PIL Facilities, which have been granted pursuant to Law 16/2011 and Law 22/2007 (and in respect to the Additional Receivables, pursuant to Law 16/2011 and Law 22/2007 and/or any other relevant regulations applicable from time to time).

The Receivables will be directly assigned to the Fund, upon being sold by the Seller and acquired by the Fund, on the terms provided for in section 3.3 of this Additional Information.

The assignment of the Receivables is governed by Spanish common law (*ley española común*), i.e., articles 609 and 1526 *et seq.* of the Spanish Civil Code and articles 347 and 348 of the Spanish Commercial Code.

#### **2.2.4. Expiration or maturity date(s) of assets**

Each of the selected Credits matures in accordance with its particular terms and conditions, as set out in the relevant UPL Agreement, without prejudice to the partial periodic repayment instalments.

The Obligors may prepay all or any part of the outstanding balance of the Receivables arising from the Credits at any time during the term of the Credits, ceasing as from the date of repayment the accrual of interest on the prepaid portion as from the repayment date.

The maturity date of any Receivable will be in no event later than the Payment Date falling in November 2034 (the "**Final Maturity Date**").

#### **2.2.5. Amount of the Receivables**

The Maximum Receivables Amount will be equal to or lower than TWO HUNDRED AND SIXTY MILLION, TWO HUNDRED THOUSAND EUROS (€ 260,200,000), equivalent to the aggregate nominal value of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes Collateralised Portion.

The information about the Preliminary Portfolio from which the Initial Receivables to be assigned on the Incorporation Date is included in section 2.2.2 of this Additional Information.

No Credits in arrears will be assigned to the Fund.

#### **2.2.6. Loan to value ratio or level of collateralisation**

The Credits of the Preliminary Portfolio have no real estate mortgage security (*garantía hipotecaria*); therefore, the information concerning the ratio of the outstanding balance as regards the appraisal value does not apply.

#### **2.2.7. The method of origination or creation of assets, and for loans and credit agreements, the principal lending criteria and an indication of any loans which do not meet these criteria and any rights or obligations to make further advances**

##### **Origination channels**

The Seller originates Point of Sale Facilities (*POS*) via agreements with retailers who seek financing solutions for their customers when purchasing goods and services. The Seller has an established commercial structure that identifies and acquires retailers to offer its solutions across the whole of Spain.

Personal Instalment Facilities (*PIL*) are originated through by cross-selling consumer credits to Point of Sale Facility borrowers, and from there the Seller offers PIL borrowers with an opportunity to increase the balance of their credit. Over the years, the Seller has developed a sophisticated model to cross-sell credits to Point of Sale Facility borrowers utilising a proactive marketing scheme incorporating internal segmentation rules.

##### **Approval process**

*Point of Sale Facility approval process*

Point of Sale Facility approval involves an assessment of both the borrower and the retailer:

- (a) Retailers are assessed at the moment of on-boarding and again at regular intervals throughout their relationship with Pepper Spain, through daily and monthly monitoring actions. Retailers are internally rated, and their rating impacts how the credit applications submitted by them are assessed.
- (b) POS borrowers are assessed through a credit score (developed and maintained internally by the Seller's credit risk department) and other credit rules, including consumer credit bureau checks (the "**Credit Bureau**") and the use of any other available sources of credit information.

The decision is made in three stages:

- (1) A preliminary decision is made on the basis of the information gathered by the retailer from the customer and relayed to the Seller. The decision is automatically produced by the Seller's IT Credit Management Platform running a combination of searches, cross-checks (the Credit Bureau or other available data), the credit scoring and a number of additional credit rules. This preliminary decision has only two possible outcomes: approved or declined.
- (2) If the preliminary decision is approved and the approved rules require the gathering of any documentation from the borrower, the retailer is required to collect and deliver such documentation for validation and the Seller's final decision, which will either be confirmation of the approval (and then disbursement to the retailer) or the Seller informs the retailer of any issues raised during the validation process. If the approval conditions do not require the provision of any documentation, then the approval decision becomes definitive and, with the credit documentation duly signed, the credit is directly activated and disbursed.
- (3) Any issues detected during the validation process are either resolved favourably, resulting in final approval and the credit being disbursed, or the credit is ultimately rejected.

#### *PIL approval process*

PIL approval process has the following stages:

- (a) The Seller's customers are proactively monitored and rated to determine their eligibility for a PIL offer. On a monthly basis, eligible customers from a credit and commercial perspective are assigned to marketing campaigns and presented tailored PIL offers.
- (b) When a customer accepts a PIL offer, the Seller underwrites the customer's application again and performs further Credit Bureau or data searches and validations. If finally approved, the credit is disbursed.

#### *Credit history*

There is no publicly available credit registry of persons with adverse credit history in Spain (but only credit bureaux where debts being actually unpaid on the date of report may be registered and which are cleared – leaving no trace of the historical default – after debt has been repaid or after more than five (5) years have lapsed since the initial registration), and it is not possible to establish with certainty whether an Obligor has undergone a debt-restructuring process with regard to his non-performing exposures. To the best of the Seller's knowledge (as at the date of origination of the relevant Receivable), the relevant Obligor was neither on such a registry of persons, nor had undergone a debt-restructuring process with regard to his non-performing exposures.

## Risk authorisation

The Seller's decision models are integrated into its IT Credit Management Platform, including credit rules, models and scoring, in order to benefit from an automated decision process. Only credit risk area staff with sufficient experience are authorised to manage such models and rules.

## Summary of lending criteria and guidelines

The following is a summary of the current guidelines applied by the Seller in originating the Receivables, subject to any underwriting exceptions (as described below).

The Point of Sale Facilities and PIL Facilities: (i) have been underwritten according to similar standards which apply similar approaches to the assessment of credit risk, with relevant adjustments applied depending on the relevant type of credit and applicable verifications; and (ii) are serviced according to similar servicing procedures with respect to monitoring, collection and administration.

It should be noted that the Seller's Guidelines have changed over time and not all Receivables will have been originated under these terms. However, the lending criteria relevant to the origination of the Receivables in the Preliminary Portfolio were substantially similar to those set out below.

## General lending criteria

	Point of Sale Facilities	PIL Facilities
<b>Product</b>		
Type of interest rate	Fixed term rate	Fixed term rate
Amount range	Up to 10,000 Euro	Up to 12,000 Euro
Contractual tenor	Up to 96 months	Up to 96 months
Payment method	Direct Debit or recurrent card payment order	Only Direct Debit or recurrent card payment order
<b>Borrower</b>		
Type of borrower	Only individuals	Only individuals
Minimum age	18 years	18 years
Max age (including tenor)	General rule: less than 82 years Up to 85 years for hearing aid segment	Less than 82 years
Minimum net monthly income (m.n.m.i)	General rule: Non pensioners 645 Euro Pensioners 500 euros. <i>m.n.m.i. applicable for Credits over 600 euros.</i>	General rule: Non pensioners 645 Euro Pensioners 500 euros. <i>Up to 2% of portfolio with exceptions on m.n.m.i., at the risk department's discretion.</i>
<b>Underwriting checks</b>		
Credit bureau	100% of check made	100% of check made

**Documentation**

Contract (100% cases)	Electronic/physical signature on a written contract	Electronic/physical signature on a written contract or verbal recorded contract
Identification (when applicable)	National ID / Resid. Card / passport / driver license	National ID / Resid. Card / passport / driver license

The credit granting process applied by the Seller complies with Directive 2008/48/EC which was transposed into Spanish Law 16/2011 on 24 June 2011 (*Ley 16/2011 sobre Contratos de Crédito al Consumo*).

**Underwriting exceptions**

The underwriting standards applied by the Seller in connection with the origination of the Receivables were no less stringent than those that the Seller applied at the time of origination to similar credits that are not securitised.

On a case-by-case basis the Seller may have determined that, based upon compensating factors, an applicant that did not strictly qualify under its Seller's Guidelines at that time warranted an underwriting exception.

Compensating factors may be considered including, but not limited to, overall affordability position and track record with the organisation. Any such exceptions would have been approved by an authorised mandate holder of the Seller.

**Changes to the Seller's Guidelines**

The Seller may vary the Guidelines from time to time subject to certain conditions – see subsection titled "*Amendments to the Seller's Guidelines*" in section 3.7 of the Additional Information below for further details.

Any material changes from the Seller's prior underwriting policies and Seller's Guidelines shall be disclosed without undue delay to the extent required under Article 20(10) of the EU Securitisation Regulation.

**Billing and payment methods**

Payments by the Obligors under the Receivables are collected through various methods put in place (directly or indirectly) by the Seller to receive these amounts from its clients.

As method for payment of the Receivables, Obligors may use (i) Direct Debit orders used to debit the monthly instalments of the Receivables from the Obligors' bank account or (ii) recurrent card payment. Through Direct Debit orders (Single Euro Payments Area mandate or *mandato SEPA*), Obligors authorise the lender to settle the amounts due for monthly instalments directly from their bank account without requiring the Obligor to perform any steps other than keeping the bank account sufficiently funded from which the direct debit is drawn. Borrowers may alternatively instruct for the payment of the monthly instalments to be made not through bank account payment (Direct Debit) but through a recurrent card payment order, in which case the amounts are debited on the due date on the payer's debit or credit card.

Where Direct Debit order or a card payment order is declined, the special servicing team of the Servicer makes a claim for the amount due to be paid into the standard Collection Accounts held by the Seller or the Servicer by (a) wire transfer, (b) direct payment through any of the branches of the banks with which the Seller and/or Servicer have an agreement or (c) through a card payment.



All Collection Accounts are opened (or will be opened within 30 days of the execution of the Back-Up Servicing Agreement in the case of the Back-Up Servicer Collection Account) and held by the Seller, the Servicer and/or the Back-Up Servicer and are exclusively dedicated for Collections from the Receivables at any time in the Eligible Receivables Pool (in the case of the Back-Up Servicer Collection Account, only if the Back-Up Servicer acts as Servicer at any time). These Collection Accounts are not commingled with payments received from assets not associated with the Issuer. The Collection Accounts will be pledged in favour of the Issuer.

## **Collections and Recovery**

### *General*

The Seller has an end-to-end internal management model of debt collection. In order to optimise the efficiency of the collection process, it is divided into three stages: the prevention stage (before customer is in arrears), early arrears management (up to 90 days past due ("dpd")) and recovery stage (from 90dpd onwards). All debts are unsecured. The Receivables (including credits to POS borrowers) are unsecured and the Seller does not have recourse to the goods purchased by the relevant borrower.

### *Prevention Stage*

The Seller runs different actions to prevent potential missed payments, including monthly communications informing customers when the due dates are approaching, or calling customers when the credit is granted to ensure that they understand the monthly instalment and the due date.

### *Early arrears management*

Customers falling into 1dpd to 90dpd are, depending on their historical performance, either routed for automatic contact through which they are offered alternative systems for settlement of the amounts (card payments, wire transfer, bizum or others) or, if such automated contact fails or historical performance of the Borrower so advises, assigned to experienced collections agents with capacity models to ensure efficiency ratios. Intraday collection information and daily benchmarks ensure appropriate follow up management actions.

### *Recovery +90dpd*

From 90dpd customers are allocated to special agents for a pre-litigation collections strategy which runs in parallel with the litigation process. Where it is advisable, considering the debt amount and the solvency information regarding the relevant debtor, the Seller may commence a litigation process between 120dpd to 180dpd, which is performed by an internal dedicated team under the following scheme:

- (a) *Monitorio* stage: qualifying defaulted credits (subject to outstanding debt and other criteria) are under an initial lawsuit process named *Monitorio*. If the customer is unable to make payment, this will then progress to the next litigation step; and
- (b) Enforcement: defaulted credits with pending debts after the *Monitorio* stage will enter, under certain filters, into the enforcement process.

## **Credit risk mitigation**

The Seller has internal policies and procedures for the granting of credit, administration of credit-risk bearing portfolios and risk mitigation. These policies and procedures of the Seller broadly include the following:

- (a) strong monitoring capabilities including daily data to track and ensure that the portfolio is performing according to expectations;
- (b) broadly tested credit decisions tools and rules;
- (c) proprietary credit scoring with ongoing calibration;
- (d) internal collection and recovery team;
- (e) on-line automated bank connection to on-board direct debit information from banks in real time; and
- (f) healthy borrower profile.

**2.2.7.1. Historical default and loss performance information of Point of Sale Facilities and PIL Facilities originated by the Seller**

The tables and graphs in this section relate to the historical default and loss performance of Point of Sale Facilities and PIL Facilities originated by the Seller and have been prepared by the Seller.

**Point of Sale Facilities / PIL Facilities Delinquency %(1)**

The following tables show the delinquency rate for Point of Sale Facilities and PIL Facilities, calculated by dividing, for each month: (i) the sum of the principal balance of receivables which are between 61 and 210 days past due by (ii) the sum of the principal balance of receivables which are between 0 and 210 days past due.

*(remainder of page left intentionally blank).*

**POS - Delinquency Ratio**

Month of origination	dpd >>	0	1-30	31-60	61-90	91-120	121-150	151-180	181-210
201501		99.78%	0.22%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
201502		99.55%	0.39%	0.06%	0.00%	0.00%	0.00%	0.00%	0.00%
201503		99.47%	0.33%	0.16%	0.04%	0.00%	0.00%	0.00%	0.00%
201504		99.33%	0.37%	0.14%	0.12%	0.03%	0.00%	0.00%	0.00%
201505		99.31%	0.28%	0.19%	0.10%	0.09%	0.03%	0.00%	0.00%
201506		99.20%	0.33%	0.14%	0.14%	0.09%	0.08%	0.02%	0.00%
201507		99.09%	0.32%	0.20%	0.12%	0.11%	0.07%	0.07%	0.02%
201508		98.67%	0.68%	0.21%	0.12%	0.10%	0.09%	0.06%	0.06%
201509		98.79%	0.43%	0.30%	0.14%	0.11%	0.09%	0.08%	0.06%
201510		98.87%	0.41%	0.14%	0.20%	0.12%	0.10%	0.08%	0.07%
201511		98.81%	0.43%	0.21%	0.12%	0.16%	0.11%	0.09%	0.08%
201512		98.74%	0.31%	0.27%	0.18%	0.11%	0.17%	0.11%	0.10%
201601		98.61%	0.48%	0.18%	0.23%	0.16%	0.10%	0.14%	0.10%
201602		98.64%	0.37%	0.26%	0.15%	0.19%	0.16%	0.09%	0.14%
201603		98.72%	0.32%	0.24%	0.20%	0.11%	0.18%	0.14%	0.09%
201604		98.71%	0.29%	0.27%	0.16%	0.16%	0.11%	0.17%	0.14%
201605		98.79%	0.27%	0.17%	0.23%	0.13%	0.15%	0.11%	0.16%
201606		98.96%	0.23%	0.16%	0.13%	0.17%	0.12%	0.14%	0.10%
201607		98.90%	0.30%	0.17%	0.13%	0.11%	0.15%	0.12%	0.13%
201608		98.97%	0.25%	0.17%	0.15%	0.11%	0.10%	0.15%	0.11%
201609		98.90%	0.34%	0.17%	0.12%	0.12%	0.10%	0.10%	0.14%
201610		98.88%	0.37%	0.22%	0.14%	0.08%	0.10%	0.10%	0.09%
201611		98.97%	0.25%	0.22%	0.18%	0.11%	0.07%	0.10%	0.09%
201612		98.85%	0.35%	0.20%	0.19%	0.14%	0.10%	0.07%	0.09%
201701		98.80%	0.32%	0.25%	0.16%	0.16%	0.14%	0.11%	0.07%
201702		98.74%	0.34%	0.21%	0.18%	0.13%	0.15%	0.13%	0.11%
201703		98.78%	0.29%	0.20%	0.17%	0.16%	0.12%	0.15%	0.13%
201704		98.57%	0.48%	0.24%	0.17%	0.12%	0.15%	0.12%	0.15%
201705		98.59%	0.42%	0.30%	0.18%	0.14%	0.11%	0.14%	0.12%
201706		98.73%	0.32%	0.21%	0.22%	0.15%	0.13%	0.11%	0.12%
201707		98.79%	0.26%	0.24%	0.17%	0.16%	0.14%	0.13%	0.10%
201708		98.70%	0.32%	0.23%	0.20%	0.13%	0.15%	0.14%	0.13%
201709		98.68%	0.30%	0.27%	0.20%	0.13%	0.12%	0.15%	0.15%
201710		98.63%	0.34%	0.28%	0.21%	0.15%	0.13%	0.12%	0.14%
201711		98.67%	0.31%	0.26%	0.22%	0.19%	0.13%	0.12%	0.11%
201712		98.58%	0.35%	0.24%	0.22%	0.19%	0.17%	0.12%	0.12%
201801		98.42%	0.46%	0.32%	0.18%	0.18%	0.17%	0.16%	0.11%
201802		98.32%	0.41%	0.38%	0.23%	0.16%	0.17%	0.16%	0.15%
201803		98.32%	0.39%	0.32%	0.27%	0.21%	0.15%	0.17%	0.16%
201804		98.35%	0.31%	0.27%	0.29%	0.26%	0.20%	0.15%	0.17%
201805		98.36%	0.33%	0.20%	0.25%	0.27%	0.25%	0.20%	0.15%
201806		98.43%	0.26%	0.21%	0.18%	0.24%	0.26%	0.24%	0.19%
201807		98.47%	0.27%	0.20%	0.19%	0.17%	0.22%	0.25%	0.23%
201808		98.48%	0.30%	0.21%	0.19%	0.18%	0.16%	0.23%	0.25%
201809		98.55%	0.32%	0.20%	0.18%	0.18%	0.18%	0.16%	0.22%
201810		98.67%	0.29%	0.23%	0.15%	0.17%	0.17%	0.17%	0.16%
201811		98.74%	0.26%	0.23%	0.17%	0.13%	0.16%	0.16%	0.16%
201812		98.57%	0.41%	0.22%	0.21%	0.15%	0.13%	0.16%	0.15%
201901		98.57%	0.34%	0.27%	0.19%	0.19%	0.15%	0.12%	0.15%
201902		98.58%	0.31%	0.25%	0.24%	0.17%	0.19%	0.14%	0.12%
201903		98.53%	0.32%	0.24%	0.21%	0.21%	0.17%	0.18%	0.14%
201904		98.43%	0.37%	0.25%	0.21%	0.21%	0.20%	0.16%	0.17%
201905		98.40%	0.37%	0.26%	0.22%	0.20%	0.19%	0.19%	0.16%
201906		98.38%	0.34%	0.26%	0.24%	0.21%	0.19%	0.19%	0.19%
201907		98.49%	0.26%	0.24%	0.22%	0.23%	0.19%	0.19%	0.18%
201908		98.29%	0.40%	0.25%	0.23%	0.22%	0.23%	0.19%	0.18%
201909		98.28%	0.33%	0.33%	0.22%	0.22%	0.22%	0.22%	0.19%
201910		98.30%	0.30%	0.27%	0.28%	0.21%	0.21%	0.21%	0.21%
201911		98.37%	0.31%	0.22%	0.24%	0.26%	0.20%	0.20%	0.20%
201912		98.33%	0.31%	0.27%	0.21%	0.24%	0.25%	0.20%	0.20%
202001		98.34%	0.32%	0.26%	0.23%	0.19%	0.23%	0.24%	0.19%

Month of origination	dpd >>	0	1-30	31-60	61-90	91-120	121-150	151-180	181-210
202002		98.37%	0.29%	0.26%	0.22%	0.22%	0.18%	0.22%	0.23%
202003		98.36%	0.29%	0.25%	0.24%	0.22%	0.22%	0.19%	0.23%
202004		98.20%	0.33%	0.28%	0.25%	0.26%	0.23%	0.24%	0.21%
202005		98.23%	0.20%	0.29%	0.27%	0.25%	0.26%	0.24%	0.25%
202006		98.46%	0.18%	0.14%	0.24%	0.25%	0.24%	0.25%	0.23%
202007		98.63%	0.21%	0.14%	0.13%	0.20%	0.23%	0.23%	0.24%
202008		98.61%	0.29%	0.20%	0.13%	0.12%	0.19%	0.23%	0.23%
202009		98.72%	0.24%	0.22%	0.18%	0.12%	0.12%	0.18%	0.22%
202010		98.76%	0.28%	0.21%	0.19%	0.16%	0.12%	0.12%	0.18%
202011		98.79%	0.29%	0.20%	0.18%	0.17%	0.15%	0.11%	0.12%
202012		98.77%	0.24%	0.22%	0.18%	0.17%	0.17%	0.14%	0.11%
202101		98.70%	0.28%	0.19%	0.20%	0.17%	0.17%	0.16%	0.13%
202102		98.74%	0.22%	0.19%	0.17%	0.19%	0.17%	0.16%	0.15%
202103		98.83%	0.20%	0.14%	0.18%	0.16%	0.18%	0.17%	0.15%
202104		98.83%	0.26%	0.15%	0.12%	0.17%	0.14%	0.18%	0.16%
202105		98.80%	0.26%	0.21%	0.14%	0.11%	0.16%	0.14%	0.18%
202106		98.90%	0.21%	0.18%	0.19%	0.12%	0.11%	0.15%	0.13%
202107		98.90%	0.22%	0.16%	0.16%	0.17%	0.12%	0.10%	0.15%
202108		98.79%	0.31%	0.19%	0.15%	0.16%	0.17%	0.12%	0.10%
202109		98.74%	0.31%	0.20%	0.16%	0.15%	0.15%	0.17%	0.12%
202110		98.70%	0.30%	0.23%	0.17%	0.15%	0.14%	0.15%	0.16%
202111		98.75%	0.29%	0.19%	0.19%	0.16%	0.15%	0.14%	0.14%
202112		98.73%	0.29%	0.20%	0.17%	0.18%	0.15%	0.14%	0.13%
202201		98.65%	0.37%	0.19%	0.17%	0.16%	0.18%	0.15%	0.14%
202202		98.63%	0.35%	0.23%	0.16%	0.16%	0.15%	0.18%	0.15%
202203		98.70%	0.27%	0.22%	0.19%	0.15%	0.16%	0.14%	0.17%
202204		98.68%	0.34%	0.16%	0.19%	0.18%	0.15%	0.15%	0.14%
202205		98.66%	0.35%	0.21%	0.15%	0.18%	0.17%	0.14%	0.14%
202206		98.73%	0.31%	0.18%	0.17%	0.14%	0.17%	0.16%	0.14%
202207		98.66%	0.41%	0.19%	0.15%	0.15%	0.13%	0.17%	0.15%
202208		98.58%	0.45%	0.22%	0.17%	0.14%	0.15%	0.13%	0.16%
202209		98.55%	0.43%	0.27%	0.18%	0.15%	0.14%	0.14%	0.12%
202210		98.47%	0.46%	0.25%	0.24%	0.17%	0.14%	0.13%	0.14%
202211		98.45%	0.45%	0.25%	0.21%	0.22%	0.16%	0.14%	0.12%
202212		98.30%	0.53%	0.25%	0.21%	0.20%	0.21%	0.16%	0.13%
202301		98.14%	0.59%	0.30%	0.21%	0.20%	0.20%	0.21%	0.16%
202302		98.16%	0.47%	0.32%	0.26%	0.21%	0.19%	0.19%	0.20%
202303		98.23%	0.45%	0.26%	0.26%	0.24%	0.19%	0.18%	0.18%
202304		98.11%	0.56%	0.28%	0.22%	0.24%	0.23%	0.19%	0.18%
202305		98.12%	0.52%	0.29%	0.24%	0.20%	0.23%	0.21%	0.18%
202306		98.14%	0.50%	0.27%	0.26%	0.22%	0.18%	0.23%	0.21%
202307		98.20%	0.50%	0.24%	0.23%	0.24%	0.21%	0.17%	0.22%
202308		98.19%	0.51%	0.25%	0.21%	0.22%	0.24%	0.21%	0.17%
202309		98.16%	0.52%	0.26%	0.22%	0.19%	0.21%	0.23%	0.20%
202310		98.07%	0.61%	0.28%	0.22%	0.20%	0.19%	0.20%	0.23%
202311		98.21%	0.54%	0.27%	0.24%	0.19%	0.18%	0.18%	0.19%
202312		98.09%	0.65%	0.29%	0.22%	0.22%	0.18%	0.18%	0.18%
202401		97.97%	0.69%	0.33%	0.24%	0.20%	0.21%	0.17%	0.18%
202402		98.10%	0.50%	0.33%	0.28%	0.22%	0.20%	0.20%	0.17%
202403		97.94%	0.68%	0.24%	0.28%	0.26%	0.22%	0.19%	0.19%
202404		98.08%	0.56%	0.26%	0.21%	0.26%	0.25%	0.20%	0.18%
202405		98.13%	0.55%	0.24%	0.21%	0.19%	0.25%	0.24%	0.19%
202406		98.12%	0.54%	0.29%	0.20%	0.19%	0.18%	0.24%	0.24%
202407		98.20%	0.50%	0.26%	0.24%	0.19%	0.19%	0.18%	0.24%
202408		98.16%	0.56%	0.26%	0.24%	0.23%	0.19%	0.19%	0.18%

(1) The data on this chart do not include any loans originated through the partnership with Dentoestetic, Centro de Salud y Estética Dental, S.L.U. for the financing of its dental services. It is important to note that the Securitized Portfolio shall not include Credits originated through the partnership with Dentoestetic, Centro de Salud y Estética Dental, S.L.U. However, this information is included in this note due to the historical relevance of Dentoestetic, Centro de Salud y Estética Dental, S.L.U. as a significant applications intermediary of the Seller.

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**PIL - Delinquency Ratio**

Month of origination	dpd >>	0	1-30	31-60	61-90	91-120	121-150	151-180	181-210
201507		100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
201508		99.86%	0.14%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
201509		99.71%	0.20%	0.09%	0.00%	0.00%	0.00%	0.00%	0.00%
201510		99.79%	0.15%	0.05%	0.01%	0.00%	0.00%	0.00%	0.00%
201511		99.76%	0.09%	0.08%	0.04%	0.01%	0.02%	0.00%	0.00%
201512		99.64%	0.19%	0.04%	0.07%	0.03%	0.01%	0.02%	0.00%
201601		99.43%	0.37%	0.06%	0.04%	0.06%	0.03%	0.01%	0.01%
201602		99.41%	0.23%	0.21%	0.04%	0.03%	0.05%	0.03%	0.01%
201603		99.05%	0.42%	0.22%	0.19%	0.02%	0.03%	0.05%	0.02%
201604		99.14%	0.14%	0.30%	0.16%	0.18%	0.02%	0.03%	0.04%
201605		98.96%	0.29%	0.14%	0.27%	0.14%	0.17%	0.01%	0.02%
201606		99.01%	0.19%	0.19%	0.08%	0.23%	0.14%	0.15%	0.01%
201607		98.95%	0.21%	0.18%	0.11%	0.07%	0.20%	0.12%	0.14%
201608		98.96%	0.15%	0.26%	0.14%	0.11%	0.06%	0.20%	0.12%
201609		98.96%	0.30%	0.13%	0.16%	0.11%	0.11%	0.05%	0.18%
201610		98.91%	0.39%	0.23%	0.08%	0.13%	0.10%	0.10%	0.05%
201611		98.89%	0.33%	0.28%	0.13%	0.06%	0.12%	0.10%	0.09%
201612		98.83%	0.18%	0.34%	0.29%	0.09%	0.06%	0.11%	0.10%
201701		98.67%	0.34%	0.20%	0.32%	0.22%	0.10%	0.05%	0.11%
201702		98.52%	0.44%	0.28%	0.16%	0.24%	0.22%	0.09%	0.05%
201703		98.34%	0.44%	0.29%	0.27%	0.14%	0.22%	0.21%	0.08%
201704		97.91%	0.66%	0.39%	0.27%	0.23%	0.12%	0.22%	0.20%
201705		98.04%	0.51%	0.37%	0.30%	0.23%	0.22%	0.13%	0.20%
201706		98.12%	0.47%	0.37%	0.26%	0.24%	0.21%	0.21%	0.12%
201707		98.12%	0.40%	0.38%	0.30%	0.18%	0.21%	0.20%	0.22%
201708		98.03%	0.47%	0.38%	0.34%	0.23%	0.18%	0.20%	0.19%
201709		98.06%	0.45%	0.36%	0.32%	0.25%	0.21%	0.16%	0.19%
201710		97.90%	0.55%	0.38%	0.29%	0.27%	0.23%	0.20%	0.16%
201711		97.89%	0.45%	0.46%	0.29%	0.27%	0.24%	0.20%	0.20%
201712		98.02%	0.32%	0.35%	0.35%	0.31%	0.21%	0.24%	0.20%
201801		97.89%	0.46%	0.35%	0.29%	0.32%	0.24%	0.21%	0.23%
201802		97.88%	0.49%	0.34%	0.27%	0.27%	0.32%	0.24%	0.20%
201803		97.86%	0.46%	0.36%	0.27%	0.25%	0.26%	0.30%	0.24%
201804		97.85%	0.47%	0.30%	0.34%	0.27%	0.23%	0.25%	0.29%
201805		97.87%	0.45%	0.36%	0.29%	0.32%	0.26%	0.22%	0.24%
201806		98.10%	0.26%	0.29%	0.30%	0.29%	0.29%	0.25%	0.21%
201807		98.09%	0.34%	0.22%	0.26%	0.29%	0.29%	0.28%	0.24%
201808		98.02%	0.43%	0.26%	0.22%	0.26%	0.27%	0.28%	0.26%
201809		97.89%	0.57%	0.33%	0.23%	0.21%	0.25%	0.26%	0.27%
201810		98.00%	0.41%	0.41%	0.27%	0.20%	0.21%	0.24%	0.25%
201811		97.97%	0.47%	0.36%	0.31%	0.27%	0.20%	0.21%	0.22%
201812		97.83%	0.48%	0.40%	0.32%	0.30%	0.27%	0.19%	0.20%
201901		97.69%	0.49%	0.40%	0.37%	0.30%	0.29%	0.25%	0.20%
201902		97.58%	0.51%	0.38%	0.36%	0.35%	0.29%	0.28%	0.25%
201903		97.63%	0.39%	0.45%	0.32%	0.33%	0.34%	0.27%	0.26%
201904		97.43%	0.60%	0.37%	0.40%	0.30%	0.31%	0.33%	0.26%
201905		97.30%	0.58%	0.49%	0.33%	0.38%	0.29%	0.31%	0.31%
201906		97.23%	0.56%	0.51%	0.45%	0.31%	0.36%	0.28%	0.31%
201907		97.40%	0.33%	0.48%	0.45%	0.41%	0.30%	0.34%	0.28%
201908		97.24%	0.50%	0.34%	0.44%	0.44%	0.40%	0.30%	0.34%
201909		97.06%	0.61%	0.47%	0.32%	0.44%	0.43%	0.38%	0.30%
201910		97.20%	0.43%	0.46%	0.40%	0.30%	0.41%	0.42%	0.38%
201911		97.32%	0.46%	0.34%	0.41%	0.38%	0.29%	0.40%	0.40%
201912		97.39%	0.51%	0.35%	0.33%	0.38%	0.36%	0.28%	0.40%
202001		97.47%	0.53%	0.40%	0.29%	0.31%	0.38%	0.35%	0.27%
202002		97.35%	0.52%	0.46%	0.37%	0.28%	0.30%	0.36%	0.34%
202003		97.19%	0.57%	0.49%	0.43%	0.37%	0.29%	0.30%	0.36%
202004		97.12%	0.55%	0.45%	0.48%	0.43%	0.37%	0.29%	0.31%
202005		96.94%	0.57%	0.46%	0.44%	0.48%	0.44%	0.39%	0.28%
202006		97.14%	0.33%	0.40%	0.43%	0.43%	0.46%	0.43%	0.38%
202007		97.27%	0.44%	0.25%	0.37%	0.40%	0.40%	0.45%	0.41%

Month of origination	dpd >>	0	1-30	31-60	61-90	91-120	121-150	151-180	181-210
202008		97.23%	0.61%	0.34%	0.24%	0.37%	0.40%	0.39%	0.42%
202009		97.51%	0.31%	0.51%	0.32%	0.22%	0.36%	0.39%	0.38%
202010		97.60%	0.44%	0.26%	0.45%	0.31%	0.21%	0.35%	0.39%
202011		97.63%	0.44%	0.42%	0.21%	0.44%	0.30%	0.21%	0.34%
202012		97.69%	0.43%	0.36%	0.39%	0.22%	0.42%	0.30%	0.20%
202101		97.50%	0.46%	0.40%	0.32%	0.39%	0.24%	0.41%	0.29%
202102		97.42%	0.40%	0.50%	0.38%	0.32%	0.38%	0.21%	0.38%
202103		97.43%	0.45%	0.38%	0.46%	0.36%	0.32%	0.38%	0.22%
202104		97.38%	0.42%	0.40%	0.32%	0.46%	0.35%	0.31%	0.35%
202105		97.38%	0.46%	0.40%	0.36%	0.32%	0.41%	0.35%	0.31%
202106		97.51%	0.38%	0.38%	0.34%	0.35%	0.31%	0.38%	0.34%
202107		97.68%	0.35%	0.30%	0.34%	0.32%	0.35%	0.26%	0.39%
202108		97.77%	0.38%	0.35%	0.26%	0.35%	0.32%	0.32%	0.27%
202109		97.85%	0.36%	0.31%	0.30%	0.27%	0.33%	0.29%	0.30%
202110		97.80%	0.52%	0.28%	0.29%	0.28%	0.25%	0.31%	0.27%
202111		97.89%	0.45%	0.36%	0.23%	0.27%	0.27%	0.23%	0.30%
202112		98.01%	0.33%	0.34%	0.31%	0.21%	0.28%	0.26%	0.25%
202201		97.98%	0.45%	0.26%	0.31%	0.30%	0.22%	0.26%	0.24%
202202		97.94%	0.46%	0.33%	0.25%	0.30%	0.30%	0.20%	0.24%
202203		97.98%	0.46%	0.28%	0.30%	0.23%	0.29%	0.28%	0.20%
202204		97.88%	0.48%	0.32%	0.26%	0.27%	0.23%	0.28%	0.27%
202205		97.92%	0.47%	0.34%	0.29%	0.26%	0.25%	0.22%	0.25%
202206		98.13%	0.35%	0.27%	0.29%	0.28%	0.24%	0.24%	0.20%
202207		98.21%	0.31%	0.27%	0.22%	0.28%	0.26%	0.22%	0.24%
202208		98.07%	0.52%	0.25%	0.23%	0.20%	0.27%	0.25%	0.22%
202209		98.04%	0.50%	0.35%	0.22%	0.22%	0.18%	0.25%	0.24%
202210		98.01%	0.54%	0.32%	0.29%	0.21%	0.21%	0.18%	0.24%
202211		98.03%	0.47%	0.37%	0.27%	0.27%	0.20%	0.20%	0.18%
202212		97.94%	0.47%	0.36%	0.32%	0.26%	0.28%	0.20%	0.18%
202301		97.84%	0.51%	0.33%	0.32%	0.30%	0.26%	0.25%	0.19%
202302		97.65%	0.54%	0.40%	0.30%	0.30%	0.30%	0.24%	0.26%
202303		97.69%	0.45%	0.40%	0.35%	0.28%	0.30%	0.28%	0.24%
202304		97.44%	0.64%	0.40%	0.36%	0.33%	0.27%	0.28%	0.27%
202305		97.43%	0.54%	0.47%	0.39%	0.34%	0.29%	0.27%	0.28%
202306		97.51%	0.49%	0.40%	0.40%	0.37%	0.30%	0.28%	0.25%
202307		97.45%	0.55%	0.36%	0.35%	0.38%	0.34%	0.29%	0.28%
202308		97.40%	0.52%	0.43%	0.34%	0.33%	0.37%	0.33%	0.28%
202309		97.38%	0.61%	0.34%	0.36%	0.32%	0.32%	0.36%	0.31%
202310		97.27%	0.67%	0.44%	0.32%	0.34%	0.30%	0.30%	0.36%
202311		97.23%	0.67%	0.47%	0.40%	0.31%	0.33%	0.28%	0.30%
202312		97.16%	0.62%	0.50%	0.43%	0.40%	0.28%	0.32%	0.27%
202401		96.94%	0.75%	0.47%	0.47%	0.40%	0.39%	0.27%	0.31%
202402		97.29%	0.57%	0.37%	0.38%	0.40%	0.37%	0.35%	0.27%
202403		97.20%	0.62%	0.42%	0.34%	0.36%	0.38%	0.34%	0.34%
202404		97.17%	0.61%	0.48%	0.38%	0.32%	0.34%	0.37%	0.33%
202405		97.11%	0.67%	0.44%	0.43%	0.36%	0.32%	0.32%	0.35%
202406		97.11%	0.64%	0.49%	0.38%	0.41%	0.36%	0.30%	0.31%
202407		97.15%	0.57%	0.49%	0.45%	0.34%	0.39%	0.32%	0.29%
202408		97.08%	0.63%	0.51%	0.46%	0.35%	0.31%	0.35%	0.31%

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**Point of Sale Facilities / PIL Facilities Cumulative Gross Default %**

The following tables show the cumulative default rate for Point of Sale Facilities and PIL Facilities, calculated by dividing: (a) the sum of, in respect of each receivable which has at any point been the earlier of 120 days past due or written-off, the principal balance of that receivable at the point such receivable became 120 days past due (or written-off, if earlier); by (b) the sum of the original principal balance of each such receivable.

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**POS - Cumulative Gross Default %<sup>(1)</sup>**

Month after origination	2015q2	2015q3	2015q4	2016q1	2016q2	2016q3	2016q4	2017q1	2017q2	2017q3	2017q4	2018q1	2018q2	2018q3	2018q4	2019q1	2019q2	2019q3	2019q4	2020q1	2020q2	2020q3	2020q4	2021q1	2021q2	2021q3	2021q4	2022q1	2022q2	2022q3	2022q4	2023q1	2023q2	2023q3	2023q4	2024q1	2024q2				
1	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
2	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
3	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%			
4	0.42%	0.41%	0.62%	0.40%	0.31%	0.40%	0.51%	0.36%	0.46%	0.65%	0.46%	0.75%	0.51%	0.43%	0.56%	0.66%	0.88%	0.73%	0.52%	0.66%	0.54%	0.31%	0.42%	0.33%	0.35%	0.36%	0.29%	0.33%	0.17%	0.24%	0.20%	0.15%	0.16%	0.14%	0.13%	0.10%					
5	0.51%	0.52%	0.70%	0.58%	0.43%	0.49%	0.62%	0.51%	0.57%	0.66%	0.68%	0.89%	0.67%	0.59%	0.76%	0.85%	1.11%	0.96%	0.74%	0.85%	0.65%	0.44%	0.60%	0.51%	0.47%	0.54%	0.51%	0.57%	0.41%	0.54%	0.52%	0.45%	0.42%	0.33%	0.49%	0.31%					
6	0.69%	0.68%	0.84%	0.68%	0.50%	0.63%	0.73%	0.65%	0.70%	0.82%	0.89%	1.04%	0.81%	0.75%	0.87%	1.02%	1.23%	1.14%	0.87%	0.93%	0.68%	0.58%	0.71%	0.62%	0.61%	0.65%	0.62%	0.66%	0.54%	0.71%	0.62%	0.61%	0.65%	0.62%	0.66%	0.54%	0.71%	0.72%	0.65%	0.46%	
7	0.86%	0.75%	1.00%	0.77%	0.55%	0.73%	0.78%	0.74%	0.83%	0.94%	1.00%	1.26%	0.97%	0.84%	0.99%	1.34%	1.41%	1.27%	0.96%	0.99%	0.76%	0.81%	0.73%	0.74%	0.74%	0.75%	0.72%	0.65%	0.84%	0.85%	0.80%	0.85%	0.80%	0.76%	0.70%	0.80%					
8	0.97%	0.86%	1.06%	0.82%	0.66%	0.81%	0.89%	0.85%	0.94%	1.11%	1.16%	1.37%	1.04%	0.98%	1.10%	1.25%	1.53%	1.39%	1.06%	1.07%	0.70%	0.81%	0.91%	0.82%	0.83%	0.83%	0.84%	0.82%	0.78%	0.97%	1.00%	0.92%	0.85%	0.93%							
9	1.01%	0.96%	1.13%	0.87%	0.71%	0.88%	0.98%	0.90%	1.08%	1.25%	1.32%	1.46%	1.14%	1.10%	1.16%	1.36%	1.62%	1.50%	1.19%	1.14%	0.88%	0.88%	0.93%	0.90%	0.93%	0.91%	0.88%	0.88%	0.93%	0.90%	0.93%	0.91%	0.88%	1.13%	1.10%	1.01%	1.05%	0.97%	1.02%		
10	1.06%	1.12%	1.19%	0.92%	0.76%	1.02%	1.06%	0.93%	1.19%	1.45%	1.41%	1.53%	1.25%	1.25%	1.23%	1.49%	1.75%	1.60%	1.24%	1.23%	1.20%	0.97%	1.08%	0.96%	1.01%	0.99%	1.00%	1.04%	0.99%	1.00%	1.04%	0.99%	1.23%	1.20%	1.11%	1.16%	1.05%				
11	1.16%	1.18%	1.27%	1.00%	0.83%	1.11%	1.14%	0.98%	1.39%	1.54%	1.46%	1.62%	1.31%	1.34%	1.32%	1.58%	1.86%	1.71%	1.31%	1.32%	1.27%	1.06%	1.14%	1.03%	1.08%	1.04%	1.07%	1.16%	1.09%	1.34%	1.28%	1.18%	1.28%	1.13%	1.13%	1.25%	1.14%	1.25%	1.14%	1.25%	
12	1.21%	1.23%	1.30%	1.06%	0.86%	1.18%	1.24%	1.03%	1.56%	1.60%	1.52%	1.72%	1.45%	1.40%	1.39%	1.66%	1.94%	1.77%	1.36%	1.39%	1.37%	1.09%	1.21%	1.08%	1.17%	1.10%	1.13%	1.25%	1.19%	1.42%	1.34%	1.25%	1.40%	1.22%							
13	1.31%	1.28%	1.33%	1.12%	0.92%	1.25%	1.30%	1.10%	1.68%	1.65%	1.59%	1.82%	1.56%	1.46%	1.74%	2.01%	2.19%	1.83%	1.42%	1.45%	1.38%	1.17%	1.25%	1.14%	1.20%	1.17%	1.19%	1.34%	1.27%	1.51%	1.42%	1.33%	1.44%								
14	1.34%	1.33%	1.37%	1.13%	0.99%	1.31%	1.33%	1.14%	1.79%	1.74%	1.68%	1.86%	1.62%	1.53%	1.53%	1.77%	2.09%	1.88%	1.48%	1.50%	1.40%	1.20%	1.30%	1.21%	1.26%	1.23%	1.26%	1.41%	1.34%	1.58%	1.48%	1.41%	1.48%								
15	1.37%	1.35%	1.48%	1.15%	1.07%	1.35%	1.38%	1.23%	1.89%	1.77%	1.75%	1.91%	1.67%	1.60%	1.61%	1.84%	2.16%	1.93%	1.54%	1.54%	1.44%	1.24%	1.36%	1.25%	1.29%	1.28%	1.34%	1.46%	1.42%	1.63%	1.54%	1.48%	1.48%	1.57%							
16	1.40%	1.35%	1.53%	1.19%	1.10%	1.39%	1.41%	1.34%	1.98%	1.79%	1.96%	1.72%	1.68%	1.65%	1.90%	2.21%	1.98%	1.59%	1.58%	1.48%	1.29%	1.39%	1.28%	1.35%	1.32%	1.39%	1.51%	1.48%	1.68%	1.60%	1.53%										
17	1.45%	1.39%	1.57%	1.25%	1.15%	1.47%	1.51%	1.39%	2.04%	1.84%	1.87%	1.78%	1.74%	1.69%	1.94%	2.26%	2.05%	1.63%	1.61%	1.51%	1.33%	1.42%	1.32%	1.38%	1.37%	1.45%	1.53%	1.38%	1.37%	1.44%	1.41%	1.49%	1.59%	1.57%	1.77%	1.69%	1.60%				
18	1.49%	1.40%	1.62%	1.27%	1.19%	1.51%	1.57%	1.43%	1.99%	1.90%	1.92%	1.82%	1.81%	1.72%	2.00%	2.32%	2.09%	1.66%	1.64%	1.53%	1.37%	1.45%	1.37%	1.44%	1.41%	1.49%	1.59%	1.57%	1.77%	1.69%	1.60%										
19	1.47%	1.42%	1.65%	1.29%	1.25%	1.57%	1.62%	1.45%	2.12%	1.91%	1.95%	2.12%	1.85%	1.86%	1.79%	2.04%	2.38%	2.12%	1.67%	1.67%	1.55%	1.39%	1.50%	1.40%	1.48%	1.44%	1.54%	1.64%	1.61%	1.81%	1.72%										
20	1.51%	1.48%	1.68%	1.33%	1.28%	1.60%	1.67%	1.49%	2.18%	1.97%	2.03%	2.13%	1.86%	1.91%	1.82%	2.07%	2.43%	2.15%	1.71%	1.70%	1.57%	1.42%	1.52%	1.45%	1.52%	1.45%	1.57%	1.68%	1.65%	1.86%	1.75%										
21	1.59%	1.50%	1.71%	1.38%	1.31%	1.64%	1.69%	1.52%	2.23%	2.02%	2.08%	2.17%	1.88%	1.96%	1.86%	2.12%	2.46%	2.17%	1.75%	1.72%	1.60%	1.45%	1.56%	1.48%	1.56%	1.52%	1.60%	1.70%	1.68%	1.88%	1.78%										
22	1.60%	1.51%	1.73%	1.40%	1.34%	1.71%	1.70%	1.54%	2.30%	2.04%	2.13%	2.21%	1.95%	2.01%	1.89%	2.15%	2.48%	2.19%	1.77%	1.75%	1.63%	1.46%	1.57%	1.51%	1.60%	1.56%	1.64%	1.74%	1.70%	1.93%											
23	1.63%	1.57%	1.75%	1.42%	1.37%	1.75%	1.73%	1.55%	2.31%	2.08%	2.15%	2.23%	1.97%	2.05%	1.92%	2.17%	2.52%	2.21%	1.78%	1.78%	1.63%	1.49%	1.60%	1.55%	1.64%	1.58%	1.66%	1.79%	1.74%	1.95%											
24	1.65%	1.57%	1.77%	1.44%	1.40%	1.79%	1.75%	1.58%	2.33%	2.13%	2.20%	2.28%	2.01%	2.08%	1.93%	2.19%	2.54%	2.24%	1.80%	1.80%	1.63%	1.52%	1.61%	1.56%	1.66%	1.61%	1.67%	1.82%	1.77%	1.97%											
25	1.66%	1.59%	1.79%	1.48%	1.42%	1.84%	1.78%	1.59%	2.36%	2.15%	2.26%	2.31%	2.06%	2.09%	1.95%	2.22%	2.57%	2.27%	1.82%	1.81%	1.66%	1.53%	1.63%	1.60%	1.69%	1.63%	1.69%	1.85%	1.79%												
26	1.70%	1.62%	1.80%	1.50%	1.44%	1.86%	1.79%	1.61%	2.40%	2.18%	2.27%	2.33%	2.08%	2.12%	1.99%	2.23%	2.59%	2.29%	1.84%	1.83%	1.67%	1.54%	1.65%	1.62%	1.71%	1.66%	1.71%	1.88%	1.81%												
27	1.73%	1.63%	1.82%	1.54%	1.47%	1.86%	1.81%	1.67%	2.43%	2.19%	2.32%	2.34%	2.11%	2.15%	1.99%	2.23%	2.62%	2.31%	1.86%	1.84%	1.67%	1.56%	1.67%	1.63%	1.72%	1.68%	1.73%	1.91%	1.84%												
28	1.76%	1.66%	1.84%	1.56%	1.48%	1.81%	1.82%	1.69%	2.42%	2.22%	2.36%	2.36%	2.13%	2.17%	2.02%	2.25%	2.65%	2.32%	1.87%	1.86%	1.68%	1.57%	1.70%	1.66%	1.74%	1.69%	1.75%	1.92%													
29	1.79%	1.67%	1.87%	1.57%	1.48%	1.89%	1.84%	1.74%	2.46%	2.24%	2.37%	2.38%	2.15%	2.21%	2.02%	2.26%	2.66%	2.33%	1.89%	1.86%	1.69%	1.60%	1.71%	1.68%	1.76%	1.71%	1.76%	1.94%													
30	1.82%	1.69%	1.89%	1.57%	1.48%	1.91%	1.85%	1.76%	2.49%	2.27%	2.41%	2.39%	2.16%	2.23%	2.04%	2.28%	2.67%	2.34%	1.91%	1.88%	1.70%	1.61%	1.73%	1.69%	1.78%	1.73%	1.77%	1.96%													
31	1.84%	1.73%	1.90%	1.58%	1.50%	1.93%	1.87%	1.78%	2.51%	2.30%	2.41%	2.40%	2.17%	2.25%	2.05%	2.29%	2.70%	2.35%	1.91%	1.88%	1.72%	1.63%	1.75%	1.70%	1.79%	1.75%	1.79%														
32	1.85%	1.75%	1.91%	1.58%	1.51%	1.93%	1.88%	1.78%	2.54%	2.32%	2.44%	2.41%	2.19%	2.26%	2.06%	2.30%	2.71%	2.36%	1.93%	1.90%	1.73%	1.63%	1.76%	1.71%	1.80%	1.76%	1.80%														
33	1.87%	1.76%	1.93%	1.58%	1.52%	1.95%	1.90%	1.79%	2.55%	2.33%	2.45%	2.42%	2.20%	2.28%	2.06%	2.31%	2.73%	2.37%	1.94%	1.92%	1.76%	1.64%	1.77%	1.72%	1.82%	1.78%	1.83%														
34	1.89%	1.76%	1.94%	1.59%	1.54%	1.96%	1.92%	1.81%	2.61%	2.35%	2.48%	2.45%	2.23%	2.31%	2.09%	2.32%	2.75%	2.38%	1.96%	1.93%	1.78%	1.65%	1.77%	1.73%	1.83%	1.79%															
35	1.90%	1.77%	1.95%	1.60%	1.55%	1.97%	1.92%	1.82%	2.62%	2.37%	2.48%	2.45%	2.25%	2.32%	2.08%	2.32%	2.77%	2.39%	1.96%	1.94%	1.80%	1.65%	1.78%	1.74%	1.85%	1.80%															
36	1.91%	1.77%	1.95%	1.61%	1.56%	1.97%	1.93%	1.85%	2.64%	2.37%	2.48%	2.46%	2.26%	2.28%	2.09%	2.33%	2.78%	2.40%	1.9																						



Month after origination	2015q2	2015q3	2015q4	2016q1	2016q2	2016q3	2016q4	2017q1	2017q2	2017q3	2017q4	2018q1	2018q2	2018q3	2018q4	2019q1	2019q2	2019q3	2019q4	2020q1	2020q2	2020q3	2020q4	2021q1	2021q2	2021q3	2021q4	2022q1	2022q2	2022q3	2022q4	2023q1	2023q2	2023q3	2023q4	2024q1	2024q2	
87.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	1.95%	2.76%																													
88.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	1.95%																														
89.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	1.95%																														
90.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	1.95%																														
91.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
92.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
93.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
94.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
95.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
96.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
97.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
98.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
99.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
100.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
101.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
102.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
103.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
104.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
105.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
106.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
107.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
108.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
109.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
110.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														
111.	2.00%	1.84%	2.01%	1.66%	1.64%	2.04%	2.00%	2.00%																														

(1) The data on this chart do not include any loans originated through the partnership with Dentoestetic, Centro de Salud y Estética Dental, S.L.U. for the financing of its dental services. It is important to note that the Securitised Portfolio shall not include Credits originated through the partnership with Dentoestetic, Centro de Salud y Estética Dental, S.L.U. However, this information is included in this note due to the historical relevance of Dentoestetic, Centro de Salud y Estética Dental, S.L.U. as a significant applications intermediary of the Seller.

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**PIL - Cumulative Gross Default %**

Month after origination	2015q3	2015q4	2016q1	2016q2	2016q3	2016q4	2017q1	2017q2	2017q3	2017q4	2018q1	2018q2	2018q3	2018q4	2019q1	2019q2	2019q3	2019q4	2020q1	2020q2	2020q3	2020q4	2021q1	2021q2	2021q3	2021q4	2022q1	2022q2	2022q3	2022q4	2023q1	2023q2	2023q3	2023q4	2024q1	2024q2		
1.	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
2.	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
3.	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
4.	0.00%	0.07%	0.11%	0.07%	0.05%	0.15%	0.12%	0.06%	0.08%	0.03%	0.13%	0.02%	0.21%	0.21%	0.11%	0.23%	0.11%	0.07%	0.22%	0.10%	0.04%	0.09%	0.02%	0.12%	0.04%	0.07%	0.14%	0.06%	0.09%	0.08%	0.10%	0.17%	0.19%	0.10%	0.10%	0.09%	0.09%	0.09%
5.	0.42%	0.12%	0.24%	0.07%	0.21%	0.26%	0.18%	0.06%	0.33%	0.11%	0.27%	0.16%	0.31%	0.32%	0.30%	0.48%	0.23%	0.23%	0.48%	0.16%	0.23%	0.21%	0.10%	0.25%	0.18%	0.20%	0.22%	0.19%	0.19%	0.18%	0.33%	0.34%	0.40%	0.28%	0.26%	0.26%	0.26%	
6.	0.52%	0.33%	0.31%	0.07%	0.50%	0.45%	0.35%	0.34%	0.52%	0.44%	0.56%	0.30%	0.55%	0.50%	0.68%	0.80%	0.39%	0.34%	0.61%	0.16%	0.59%	0.33%	0.23%	0.40%	0.26%	0.36%	0.40%	0.35%	0.41%	0.30%	0.56%	0.70%	1.24%	0.61%	0.43%	0.43%		
7.	0.61%	0.63%	0.35%	0.16%	0.69%	0.60%	0.43%	0.68%	0.61%	0.48%	0.79%	0.49%	0.70%	0.83%	1.00%	0.94%	0.77%	0.68%	0.88%	0.16%	0.94%	0.42%	0.60%	0.40%	0.37%	0.54%	0.59%	0.54%	0.66%	0.52%	0.76%	0.99%	0.72%	0.20%	0.91%	0.91%		
8.	0.95%	0.87%	0.47%	0.20%	0.86%	0.86%	0.65%	0.91%	0.75%	0.69%	0.88%	0.76%	0.97%	1.15%	1.30%	1.16%	1.01%	0.79%	1.12%	0.21%	1.32%	0.75%	0.68%	0.50%	0.76%	0.77%	0.73%	0.89%	1.04%	1.06%	1.17%	1.43%	1.14%	1.14%	1.14%	1.14%	1.14%	
9.	1.50%	1.03%	0.51%	0.33%	0.97%	1.09%	0.76%	1.24%	0.95%	0.93%	1.04%	1.02%	1.30%	1.54%	1.64%	1.43%	1.37%	1.15%	1.45%	0.54%	1.62%	1.09%	0.80%	1.00%	0.76%	1.04%	0.98%	1.01%	1.17%	1.28%	1.38%	1.46%	1.72%	1.54%	1.54%	1.39%		
10.	1.73%	1.11%	0.68%	0.47%	1.29%	1.12%	1.13%	1.45%	1.11%	1.14%	1.31%	1.45%	1.53%	1.84%	1.86%	1.67%	1.67%	1.39%	1.69%	0.77%	2.08%	1.31%	1.16%	1.16%	1.10%	1.21%	1.23%	1.28%	1.52%	1.66%	1.65%	1.74%	1.95%	1.95%	1.95%	1.95%	1.95%	1.95%
11.	2.06%	1.25%	0.74%	0.79%	1.62%	1.35%	1.44%	1.61%	1.41%	1.26%	1.40%	1.87%	2.03%	2.10%	2.04%	2.04%	2.02%	1.61%	1.99%	0.92%	2.32%	1.37%	1.32%	1.61%	1.35%	1.50%	1.53%	1.74%	1.92%	1.89%	1.98%	2.14%	2.41%	2.41%	2.41%	2.41%	2.41%	
12.	2.68%	1.43%	0.87%	0.92%	2.18%	1.55%	1.61%	1.84%	1.76%	1.64%	1.66%	2.23%	2.24%	2.29%	2.25%	2.34%	2.39%	2.01%	2.24%	1.66%	2.41%	1.55%	1.50%	1.76%	1.63%	1.83%	1.94%	2.06%	2.29%	2.32%	2.32%	2.34%	2.34%	2.34%	2.34%	2.34%	2.34%	
13.	2.76%	1.43%	0.90%	0.92%	2.47%	1.76%	1.88%	1.98%	2.08%	1.72%	1.76%	2.57%	2.57%	2.67%	2.55%	2.79%	2.81%	2.21%	2.56%	2.03%	2.71%	1.75%	1.98%	2.01%	2.01%	2.03%	2.14%	2.38%	2.56%	2.70%	2.69%	2.63%	2.63%	2.63%	2.63%	2.63%	2.63%	
14.	2.94%	1.64%	1.07%	1.31%	2.65%	2.24%	2.13%	2.23%	2.44%	1.91%	1.98%	2.91%	3.09%	3.06%	2.89%	3.25%	3.22%	2.41%	2.97%	2.65%	2.85%	1.96%	2.31%	2.07%	2.12%	2.25%	2.32%	2.77%	2.89%	3.18%	2.97%	3.06%	3.06%	3.06%	3.06%	3.06%	3.06%	3.06%
15.	3.40%	1.94%	1.13%	1.50%	2.87%	2.32%	2.35%	2.59%	2.51%	2.22%	2.32%	3.25%	3.53%	3.42%	3.37%	3.58%	3.55%	2.80%	3.30%	2.91%	3.01%	2.28%	2.61%	2.37%	2.30%	2.54%	2.72%	2.97%	3.14%	3.43%	3.30%	3.26%	3.26%	3.26%	3.26%	3.26%	3.26%	
16.	4.35%	3.33%	2.69%	2.67%	4.09%	4.06%	3.73%	3.63%	4.29%	3.52%	4.38%	4.99%	6.88%	5.17%	5.06%	5.17%	5.01%	4.52%	4.86%	4.69%	4.37%	3.83%	3.56%	4.04%	4.32%	3.26%	3.19%	3.45%	3.78%	3.66%	3.66%	3.66%	3.66%	3.66%	3.66%	3.66%	3.66%	3.66%
17.	3.61%	2.52%	1.68%	1.54%	3.14%	2.75%	2.80%	2.79%	2.90%	2.87%	3.02%	3.91%	4.35%	4.09%	3.97%	4.06%	3.99%	3.28%	3.81%	3.62%	3.45%	2.84%	3.18%	2.63%	2.70%	3.07%	3.47%	3.40%	3.77%	4.14%	4.07%	4.07%	4.07%	4.07%	4.07%	4.07%	4.07%	
18.	3.98%	2.64%	1.95%	2.02%	3.31%	3.06%	3.00%	2.86%	3.06%	2.91%	3.29%	4.11%	4.57%	4.48%	4.27%	4.29%	4.24%	3.52%	4.15%	3.71%	3.58%	3.05%	3.24%	2.74%	2.91%	3.46%	3.70%	3.60%	4.09%	4.31%	4.24%	4.24%	4.24%	4.24%	4.24%	4.24%	4.24%	
19.	4.11%	2.80%	2.21%	2.11%	3.38%	3.66%	3.18%	2.93%	3.30%	3.06%	3.69%	4.47%	4.63%	4.72%	4.45%	4.51%	4.49%	3.79%	4.38%	4.21%	3.84%	3.34%	3.50%	2.94%	3.08%	3.70%	4.04%	3.84%	4.46%	4.56%	4.56%	4.56%	4.56%	4.56%	4.56%	4.56%	4.56%	
20.	4.35%	3.11%	2.33%	2.46%	3.71%	3.92%	3.37%	3.13%	3.66%	3.24%	3.91%	4.69%	4.80%	4.94%	4.69%	4.72%	4.62%	4.10%	4.54%	4.39%	4.01%	3.46%	3.67%	3.11%	3.45%	3.91%	4.19%	4.04%	4.83%	4.90%	4.90%	4.90%	4.90%	4.90%	4.90%	4.90%	4.90%	4.90%
21.	4.35%	3.17%	2.43%	2.67%	3.90%	3.98%	3.62%	3.34%	4.01%	3.39%	4.13%	4.84%	5.00%	5.03%	4.86%	4.91%	4.83%	4.35%	4.66%	4.44%	4.22%	3.63%	3.76%	3.24%	3.66%	4.11%	4.49%	4.30%	5.02%	5.20%	5.20%	5.20%	5.20%	5.20%	5.20%	5.20%	5.20%	5.20%
22.	4.45%	3.33%	2.69%	2.67%	4.09%	4.06%	3.73%	3.63%	4.29%	3.52%	4.38%	4.99%	6.88%	5.17%	5.06%	5.17%	5.01%	4.52%	4.86%	4.69%	4.37%	3.83%	3.56%	4.04%	4.32%	3.26%	3.19%	3.45%	3.78%	3.66%	3.66%	3.66%	3.66%	3.66%	3.66%	3.66%	3.66%	
23.	4.53%	3.67%	2.91%	2.86%	4.29%	4.34%	3.94%	3.85%	4.60%	3.73%	4.57%	5.21%	5.58%	5.28%	5.36%	5.48%	5.21%	4.75%	4.96%	4.93%	4.64%	3.98%	4.04%	3.79%	4.36%	4.43%	4.85%	4.88%	5.47%	5.47%	5.47%	5.47%	5.47%	5.47%	5.47%	5.47%	5.47%	
24.	4.58%	3.78%	2.96%	3.11%	4.39%	4.43%	4.08%	4.00%	4.80%	3.78%	4.75%	5.24%	5.74%	5.51%	5.54%	5.76%	5.40%	4.86%	5.09%	5.01%	4.77%	4.08%	4.29%	4.00%	4.61%	4.55%	5.07%	5.08%	5.63%	5.63%	5.63%	5.63%	5.63%	5.63%	5.63%	5.63%	5.63%	
25.	4.69%	3.98%	3.19%	3.29%	4.67%	4.72%	4.08%	4.24%	5.02%	4.11%	4.92%	5.49%	5.83%	5.74%	5.73%	5.88%	5.67%	5.03%	5.22%	5.08%	4.86%	4.21%	4.36%	4.06%	4.68%	4.72%	5.29%	5.29%	5.29%	5.29%	5.29%	5.29%	5.29%	5.29%	5.29%	5.29%	5.29%	
26.	4.69%	4.15%	3.34%	3.70%	4.82%	4.81%	4.27%	4.35%	5.10%	4.20%	5.09%	5.60%	5.89%	5.90%	5.95%	5.99%	5.97%	5.17%	5.34%	5.08%	4.94%	4.34%	4.50%	4.19%	4.81%	4.84%	5.52%	5.49%	5.49%	5.49%	5.49%	5.49%	5.49%	5.49%	5.49%	5.49%	5.49%	
27.	4.69%	4.28%	3.59%	3.88%	4.94%	5.02%	4.31%	4.42%	5.17%	4.36%	5.24%	5.74%	6.03%	6.12%	6.17%	6.21%	6.21%	5.29%	5.46%	5.22%	4.62%	4.67%	4.37%	5.04%	5.00%	5.70%	5.69%	5.69%	5.69%	5.69%	5.69%	5.69%	5.69%	5.69%	5.69%	5.69%	5.69%	
28.	4.97%	4.46%	3.65%	3.97%	5.01%	5.22%	4.33%	4.65%	5.34%	4.45%	5.52%	5.85%	6.06%	6.19%	6.23%	6.35%	6.38%	5.49%	5.48%	5.22%	5.14%	4.86%	4.76%	4.50%	5.18%	5.10%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	
29.	5.35%	4.66%	3.72%	4.10%	5.01%	5.27%	4.53%	4.69%	5.47%	4.48%	5.69%	6.06%	6.28%	6.32%	6.45%	6.53%	6.53%	5.30%	5.00%	4.82%	4.59%	4.82%	4.59%	5.26%	5.33%	6.03%	6.03%	6.03%	6.03%	6.03%	6.03%	6.03%	6.03%	6.03%	6.03%	6.03%	6.03%	
30.	5.62%	4.73%	3.88%	4.14%	5.28%	5.47%	4.78%	4.94%	5.56%	4.56%	5.82%	6.24%	6.19%	6.39%	6.40%	6.54%	6.77%	5.83%	5.89%	5.33%	5.34%	5.13%	4.94%	4.79%	5.39%	5.45%	6.13%	6.13%	6.13%	6.13%	6.13%	6.13%	6.13%	6.13%	6.13%	6.13%	6.13%	
31.	5.73%	4.85%	4.01%	4.39%	5.32%	5.57%	4.92%	5.00%	5.68%	4.61%	5.92%	6.02%	6.27%	6.51%	6.50%	6.69%	6.84%	5.90%	6.06%	5.50%	5.53%	5.26%	5.12%	4.93%	5.55%	5.63%	6.32%	6.32%	6.32%	6.32%	6.32%	6.32%	6.32%	6.32%	6.32%	6.32%	6.32%	
32.	5.74%	4.86%	4.11%	4.50%	5.49%	5.66%	5.07%	5.08%	5.73%	4.73%	6.00%	6.16%	6.32%	6.53%	6.62%	6.76%	6.97%	6.03%	6.11%	5.66%	5.70%	5.33%	5.20%	4.98%	5.68%	5.73%	6.42%	6.42%	6.42%	6.42%	6.42%	6.42%	6.42%	6.42%	6.42%	6.42%	6.42%	
33.	5.74%	4.97%	4.33%	4.67%	5.56%	5.83%	5.20%	5.11%	5.86%	4.82%	6.11%	6.36%	6.71%	6.71%	6.74%	6.84%	7.08%	6.18%	6.16%	5.94%	5.82%	5.42%	5.21%	5.11%	5.82%	5.87%	6.56%	6.56%	6.56%	6.56%	6.56%	6.56%	6.56%	6.56%	6.56%	6.56%	6.56%	
34.	5.83%	5.02%	4.43%	4.67%	5.59%	5.90%	5.20%	5.11%	5.90%	4.87%	6.18%	6.29%	6.44%	6.77%	6.83%	6.90%	7.15%	6.26%	6.21%	6.16%	5.86%	5.50%	5.25%	5.25%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%	5.92%
35.	5.91%	5.05%	4.49%																																			

Month after origination	2015q3	2015q4	2016q1	2016q2	2016q3	2016q4	2017q1	2017q2	2017q3	2017q4	2018q1	2018q2	2018q3	2018q4	2019q1	2019q2	2019q3	2019q4	2020q1	2020q2	2020q3	2020q4	2021q1	2021q2	2021q3	2021q4	2022q1	2022q2	2022q3	2022q4	2023q1	2023q2	2023q3	2023q4	2024q1	2024q2		
86.	6.39%	6.02%	5.37%	5.38%	6.50%	6.49%	6.01%	5.68%																														
87.	6.39%	6.02%	5.37%	5.38%	6.50%	6.49%	6.01%	5.68%																														
88.	6.39%	6.02%	5.37%	5.38%	6.50%	6.49%	6.01%																															
89.	6.39%	6.02%	5.37%	5.38%	6.50%	6.49%	6.01%																															
90.	6.39%	6.02%	5.37%	5.38%	6.50%	6.49%	6.01%																															
91.	6.39%	6.02%	5.37%	5.38%	6.50%	6.49%																																
92.	6.39%	6.02%	5.37%	5.38%	6.50%	6.49%																																
93.	6.39%	6.02%	5.37%	5.38%	6.50%	6.49%																																
94.	6.39%	6.02%	5.37%	5.38%	6.50%																																	
95.	6.39%	6.02%	5.37%	5.38%	6.50%																																	
96.	6.39%	6.02%	5.37%	5.38%	6.50%																																	
97.	6.39%	6.02%	5.37%	5.38%																																		
98.	6.39%	6.02%	5.37%	5.38%																																		
99.	6.39%	6.02%	5.37%	5.38%																																		
100.	6.39%	6.02%	5.37%																																			
101.	6.39%	6.02%	5.37%																																			
102.	6.39%	6.02%	5.37%																																			
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**Point of Sale Facilities /PIL Facilities Cumulative Recovery %**

The following tables show the cumulative recovery rate for Defaulted Receivables, for Point of Sale Facilities and PIL Facilities, calculated monthly for each quarterly cohort by dividing: (i) the sum of, in respect of each receivable which became a Defaulted Receivable during the relevant calendar quarter, the aggregate principal recoveries relating to such receivable; by (ii) the sum of, in respect of each such receivable, the principal balance of that receivable at the point at which such receivable became a Defaulted Receivable.

**POS - Cumulative Recovery %**

	2015q2	2015q3	2015q4	2016q1	2016q2	2016q3	2016q4	2017q1	2017q2	2017q3	2017q4	2018q1	2018q2	2018q3	2018q4	2019q1	2019q2	2019q3	2019q4	2020q1	2020q2	2020q3	2020q4	2021q1	2021q2	2021q3	2021q4	2022q1	2022q2	2022q3	2022q4	2023q1	2023q2	2023q3	2023q4	2024q1	2024q2
1.	0.00	0.00	0.00	0.04	0.10	0.10	0.05	0.00	0.01	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.17	0.05	0.15	0.54	4.94	0.75	0.42	0.89	0.43	0.21	0.64	1.22	1.51	1.03	1.27	1.12	1.21	2.16	1.34	1.35	
2.	0.32	0.18	0.35	1.06	0.45	0.50	1.03	2.08	0.80	1.84	1.65	2.84	1.43	2.55	0.72	2.32	1.50	1.18	0.77	1.26	2.74	6.73	2.15	1.84	1.94	1.08	1.84	1.90	4.54	4.74	3.23	3.55	3.66	3.83	4.76	4.28	3.79
3.	1.32	0.56	0.44	1.19	0.57	1.35	1.03	2.09	2.41	3.32	2.85	3.84	2.82	5.86	1.39	3.03	2.37	2.11	1.62	1.88	3.66	8.43	3.83	2.95	3.09	2.68	3.09	2.81	5.44	6.61	5.22	5.63	5.17	5.93	6.72	6.84	3.75
4.	1.40	0.72	0.52	1.24	0.64	1.44	1.12	5.11	2.97	4.51	4.88	4.92	3.86	6.79	2.82	2.88	2.81	2.50	5.55	10.09	3.86	7.74	3.80	4.03	4.12	4.75	3.66	7.31	7.86	6.41	7.17	6.79	7.14	8.20	8.88	8.88	
5.	1.48	3.64	0.59	1.34	1.49	1.68	1.29	7.45	4.33	5.17	5.96	5.33	4.43	7.70	3.15	5.11	3.45	3.17	4.27	3.05	7.12	12.02	7.00	6.08	5.83	4.98	5.45	4.31	8.92	9.13	8.34	8.12	7.83	8.61	9.48	10.73	10.73
6.	1.56	3.82	0.96	1.40	1.59	2.30	1.34	8.03	6.72	6.67	6.49	5.74	5.50	8.60	3.59	7.02	3.77	3.66	4.99	3.68	8.47	14.29	8.13	6.49	7.08	5.32	5.86	4.84	10.07	10.11	8.97	9.52	8.84	9.81	11.03	11.64	11.64
7.	2.07	4.02	1.73	1.61	1.67	2.70	2.56	10.33	9.42	7.52	8.94	7.26	6.47	10.59	5.31	7.97	4.53	4.33	5.89	4.20	10.53	15.65	9.07	7.38	7.90	6.07	6.25	5.66	10.89	11.08	9.74	10.79	9.50	10.49	11.81	11.81	11.81
8.	6.82	4.82	1.83	1.73	1.71	4.14	5.09	12.54	9.97	8.96	9.47	8.16	7.94	12.29	6.58	8.81	5.21	4.63	6.63	4.92	11.63	16.30	10.29	7.94	9.07	6.56	7.01	6.10	11.36	11.77	10.24	12.19	10.69	11.74	12.64	12.64	12.64
9.	7.03	6.64	2.06	1.84	3.14	7.10	5.30	14.95	10.74	9.26	9.82	8.75	8.62	12.67	7.74	9.94	5.65	4.86	7.36	5.49	12.97	16.83	11.34	9.18	9.63	7.69	7.79	6.92	11.85	12.43	10.99	13.10	12.32	12.87	13.14	13.14	13.14
10.	7.24	6.89	4.08	2.65	3.90	9.77	6.69	16.65	12.00	10.42	11.61	10.23	9.63	13.87	7.96	11.10	6.19	5.66	8.14	6.23	13.76	18.37	12.67	9.85	10.84	7.86	8.35	7.42	12.51	13.03	11.54	14.05	12.97	13.65	13.65	13.65	13.65
11.	7.45	8.31	4.32	2.85	4.14	11.14	7.62	17.61	13.17	10.86	13.05	11.07	10.86	14.26	8.95	12.51	7.30	6.22	9.08	6.52	14.44	19.64	13.40	10.86	11.10	8.69	8.83	8.08	13.07	13.52	12.31	14.81	13.93	14.33	14.33	14.33	14.33
12.	7.67	8.50	5.37	3.02	4.28	11.31	8.35	18.11	13.41	11.14	13.79	12.25	11.88	15.61	9.46	14.34	7.84	6.70	10.77	6.80	15.38	20.29	14.23	11.51	11.41	9.05	9.38	8.45	13.91	14.31	13.19	15.57	15.35	14.92	14.92	14.92	14.92
13.	7.88	8.59	6.72	3.16	4.37	11.77	9.72	19.30	14.73	11.56	14.17	12.55	11.95	15.95	10.16	14.56	8.06	7.15	11.31	7.59	16.10	20.64	15.10	12.26	11.79	10.10	10.06	9.52	14.75	15.00	13.58	16.24	16.22	16.22	16.22	16.22	16.22
14.	8.09	8.92	7.04	3.23	4.26	12.14	11.34	18.63	14.89	11.70	14.48	13.67	13.45	17.21	10.48	15.34	8.89	7.96	12.02	8.08	17.04	21.26	15.73	13.07	12.10	10.74	10.49	10.19	15.14	15.48	14.04	16.78	17.04	17.04	17.04	17.04	17.04
15.	8.30	10.82	7.10	3.29	8.08	12.24	11.46	19.61	15.07	12.19	15.21	14.78	14.74	18.55	10.90	15.97	9.42	8.53	12.62	8.36	17.85	21.94	16.70	13.44	12.59	10.92	10.94	10.65	15.99	16.17	14.97	17.69	17.60	17.60	17.60	17.60	17.60
16.	9.07	12.17	7.24	3.34	8.26	12.88	11.56	19.88	15.76	13.48	15.69	15.96	15.89	19.48	11.64	17.08	10.16	8.71	13.52	8.58	18.57	22.64	17.63	14.21	13.47	11.29	11.51	11.08	16.32	16.93	15.68	18.46	18.46	18.46	18.46	18.46	18.46
17.	9.28	12.40	7.36	3.40	8.47	13.24	11.66	20.45	16.13	14.00	16.22	16.24	17.45	19.66	11.98	17.58	10.52	9.49	14.81	8.77	19.39	23.36	18.41	14.94	13.97	11.88	12.51	11.52	16.78	17.37	16.22	19.05	19.05	19.05	19.05	19.05	19.05
18.	15.11	15.09	7.47	3.41	8.62	13.34	12.25	20.66	16.84	14.26	16.96	16.43	18.13	19.98	12.36	17.93	11.01	9.99	15.37	9.35	20.32	23.91	19.21	15.61	14.64	12.11	13.01	11.93	17.25	18.05	16.69	19.69	19.69	19.69	19.69	19.69	19.69
19.	15.32	15.45	7.70	3.41	8.77	13.44	12.29	20.79	17.33	14.73	18.64	16.59	18.72	20.41	12.50	18.51	11.47	11.16	15.85	9.70	20.93	24.54	19.83	16.04	15.33	12.31	13.43	12.66	17.75	18.53	17.36	18.53	17.36	18.53	17.36	18.53	17.36
20.	15.53	15.68	8.68	3.47	9.73	13.52	12.31	21.15	17.50	15.00	19.62	17.27	19.03	20.66	13.03	19.15	12.21	12.16	16.38	10.69	21.63	25.03	20.47	16.47	16.05	12.54	14.16	12.98	18.03	19.16	17.78	18.03	19.16	17.78	18.03	19.16	17.78
21.	15.75	16.01	8.86	3.49	10.25	13.63	12.72	22.06	18.44	15.19	20.31	17.97	19.81	20.90	13.71	19.70	13.05	12.86	17.29	11.42	23.04	25.47	20.92	16.71	16.45	12.78	14.49	13.74	17.84	18.46	19.59	18.17	18.46	19.59	18.17	18.46	19.59
22.	15.96	16.15	8.96	3.50	10.35	13.81	12.74	22.34	18.79	15.65	20.39	18.07	20.08	21.24	14.56	20.86	13.38	13.35	17.82	11.69	23.75	26.76	21.66	17.36	16.87	12.94	15.04	14.04	18.23	18.23	18.23	18.23	18.23	18.23	18.23	18.23	18.23
23.	16.17	16.43	9.09	3.53	10.81	13.96	12.83	23.70	19.66	16.99	20.85	18.51	20.31	21.70	14.85	21.11	13.98	13.87	18.21	12.14	24.89	27.41	22.41	17.60	17.61	13.13	15.19	14.64	19.23	19.23	19.23	19.23	19.23	19.23	19.23	19.23	19.23
24.	16.38	16.73	9.27	3.50	10.91	14.09	12.85	23.88	20.86	17.14	21.11	20.43	21.87	23.06	15.14	21.87	14.11	14.41	18.91	12.33	25.34	27.89	22.99	18.24	17.99	13.30	15.52	15.07	19.64	19.64	19.64	19.64	19.64	19.64	19.64	19.64	19.64
25.	16.60	17.69	12.02	4.09	11.03	14.21	13.80	24.77	20.86	17.47	21.24	19.05	21.32	22.05	15.24	22.40	14.98	15.24	19.40	12.60	26.04	28.23	23.30	18.62	18.29	13.80	15.67	15.68	20.02	20.02	20.02	20.02	20.02	20.02	20.02	20.02	20.02
26.	16.81	17.83	12.21	4.14	11.17	14.36	13.61	24.98	21.11	17.82	21.67	19.49	21.49	22.23	15.49	22.96	15.36	15.38	20.06	13.03	26.49	28.68	23.71	18.89	18.98	14.03	15.83	16.23	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83	20.83
27.	17.02	17.97	13.92	4.21	12.74	14.51	13.64	25.05	21.43	17.97	22.02	20.25	22.40	22.59	16.40	23.75	15.71	15.55	20.46	13.18	27.07	29.34	23.92	19.22	19.13	14.61	16.24	16.96	21.29	21.29	21.29	21.29	21.29	21.29	21.29	21.29	21.29
28.	17.23	18.11	14.29	4.28	12.75	14.68	14.03	25.14	21.52	18.37	22.11	20.52	22.54	22.99	16.54	25.01	15.97	15.72	20.68	13.64	27.53	29.69	24.24	20.00	19.30	14.90	16.53	17.47	17.47	17.47	17.47	17.47	17.47	17.47	17.47	17.47	
29.	17.45	18.29	14.39	4.47	12.94	14.80	14.37	25.21	21.65	18.90	22.50	21.41	22.79	23.26	16.81	25.75	16.16	16.02	21.27	14.06	27.99	30.19	24.52	20.38	19.56	15.58	17.54	18.05	18.05	18.05	18.05	18.05	18.05	18.05	18.05	18.05	18.05
30.	17.66	18.34	14.58	4.57	13.10	14.92	14.83	25.28	21.89	19.12	22.83	20.47	23.48	23.95	17.12	26.58	16.32	16.47	21.81	14.18	28.70	31.05	24.83	20.69	20.00	15.77	18.15	18.39	18.39	18.39	18.39	18.39	18.39	18.39	18.39	18.39	18.39
31.	17.87	18.43	14.72	4.61	13.28	15.04	15.00	25.34	22.10	19.32	23.04	21.19	23.43	24.11	18.01	26.88	16.66	16.94	22.21	14.45	29.09	31.34	25.69	20.88	20.14	15.94	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56	18.56
32.	18.08	18.57	14.82	4.65	13.41	15.12	15.30	25.50	22.54	19.40	23.22	23.25	23.61	24.60	18.33	27.11																					

	2015q2	2015q3	2015q4	2016q1	2016q2	2016q3	2016q4	2017q1	2017q2	2017q3	2017q4	2018q1	2018q2	2018q3	2018q4	2019q1	2019q2	2019q3	2019q4	2020q1	2020q2	2020q3	2020q4	2021q1	2021q2	2021q3	2021q4	2022q1	2022q2	2022q3	2022q4	2023q1	2023q2	2023q3	2023q4	2024q1	2024q2		
71.	18.93 %	20.96 %	18.26 %	10.95 %	20.94 %	22.98 %	23.17 %	33.53 %	30.09 %	30.87 %	37.64 %	34.93 %	33.76 %	34.38 %																									
72.	18.93 %	20.96 %	18.50 %	10.95 %	20.94 %	23.09 %	23.21 %	33.56 %	30.09 %	30.87 %	37.86 %	34.93 %	34.00 %	34.99 %																									
73.	18.93 %	20.96 %	18.50 %	10.95 %	20.94 %	23.11 %	24.71 %	33.56 %	30.15 %	30.93 %	37.96 %	34.95 %	34.06 %																										
74.	18.93 %	20.96 %	18.50 %	10.95 %	21.07 %	23.70 %	24.76 %	33.59 %	30.15 %	31.00 %	38.07 %	35.01 %	34.29 %																										
75.	18.93 %	20.96 %	18.69 %	10.96 %	21.87 %	23.75 %	24.79 %	33.69 %	30.30 %	31.00 %	38.07 %	35.08 %	34.59 %																										
76.	18.93 %	20.96 %	18.69 %	10.96 %	21.94 %	23.79 %	25.40 %	33.70 %	30.30 %	31.13 %	38.11 %	35.12 %																											
77.	18.93 %	21.09 %	19.08 %	10.96 %	21.98 %	23.79 %	26.25 %	34.50 %	30.30 %	31.13 %	38.13 %	35.26 %																											
78.	18.93 %	21.11 %	19.94 %	11.03 %	22.02 %	23.79 %	26.26 %	34.52 %	30.36 %	31.13 %	38.16 %	35.26 %																											
79.	18.93 %	21.12 %	20.14 %	11.17 %	22.05 %	24.69 %	26.29 %	34.79 %	30.42 %	31.15 %	38.24 %																												
80.	18.93 %	21.13 %	20.14 %	11.17 %	22.13 %	24.92 %	26.30 %	34.80 %	30.95 %	31.20 %	38.48 %																												
81.	18.93 %	21.63 %	20.17 %	11.22 %	22.17 %	24.92 %	26.34 %	34.83 %	30.95 %	31.36 %	38.54 %																												
82.	18.93 %	22.68 %	20.20 %	11.26 %	22.35 %	24.92 %	26.34 %	34.84 %	30.95 %	31.41 %																													
83.	18.93 %	22.68 %	20.23 %	11.26 %	22.35 %	24.96 %	26.37 %	34.84 %	30.95 %	31.45 %																													
84.	18.93 %	22.68 %	20.26 %	11.34 %	22.35 %	24.96 %	26.39 %	34.86 %	31.18 %	31.60 %																													
85.	18.93 %	22.68 %	20.30 %	11.34 %	22.35 %	24.96 %	26.44 %	34.86 %	31.38 %																														
86.	18.93 %	22.68 %	20.30 %	11.38 %	22.37 %	25.21 %	26.46 %	34.87 %	31.59 %																														
87.	18.93 %	22.75 %	20.30 %	11.47 %	22.37 %	25.52 %	26.52 %	34.88 %	31.65 %																														
88.	18.93 %	22.75 %	20.30 %	11.55 %	22.39 %	25.52 %	26.54 %	34.90 %																															
89.	18.93 %	22.75 %	20.36 %	11.55 %	22.59 %	25.52 %	26.91 %	34.90 %																															
90.	18.93 %	22.75 %	20.41 %	11.59 %	22.71 %	25.52 %	26.94 %	34.92 %																															
91.	18.93 %	22.75 %	20.47 %	11.68 %	22.73 %	25.53 %	27.01 %																																
92.	18.93 %	22.75 %	20.53 %	11.68 %	22.73 %	25.55 %	27.05 %																																
93.	18.93 %	22.99 %	20.53 %	11.72 %	22.73 %	25.58 %	27.16 %																																
94.	18.93 %	23.27 %	20.53 %	11.76 %	22.73 %	25.60 %																																	
95.	18.93 %	23.27 %	20.64 %	12.54 %	22.73 %	25.60 %																																	
96.	18.93 %	23.27 %	20.64 %	12.58 %	22.73 %	25.72 %																																	
97.	18.93 %	23.27 %	20.64 %	12.66 %	22.79 %																																		
98.	18.93 %	23.27 %	20.64 %	12.66 %	22.79 %																																		
99.	18.93 %	23.27 %	20.64 %	12.76 %	22.79 %																																		
100.	18.93 %	23.27 %	20.64 %	12.85 %																																			
101.	18.93 %	23.27 %	20.64 %	12.89 %																																			
102.	18.93 %	23.27 %	20.64 %	12.93 %																																			
103.	18.93 %	23.27 %	20.64 %																																				
104.	18.93 %	23.27 %	21.70 %																																				
105.	18.93 %	23.27 %	22.88 %																																				
106.	18.93 %	23.27 %																																					
107.	18.93 %	23.27 %																																					
108.	18.93 %	23.27 %																																					
109.	18.93 %																																						
110.	18.93 %																																						
111.	18.93 %																																						

**PIL - Cumulative Recovery %**

	2015q4	2016q1	2016q2	2016q3	2016q4	2017q1	2017q2	2017q3	2017q4	2018q1	2018q2	2018q3	2018q4	2019q1	2019q2	2019q3	2019q4	2020q1	2020q2	2020q3	2020q4	2021q1	2021q2	2021q3	2021q4	2022q1	2022q2	2022q3	2022q4	2023q1	2023q2	2023q3	2023q4	2024q1	2024q2	
1.	0.00	0.00	0.00	-0.06	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.27	-0.01	0.11	0.53	0.07	0.06	0.13	1.15	0.06	0.67	0.93	0.46	0.25	0.62	0.31			
2.	0.00	0.17	0.08	-0.06	0.10	2.05	0.40	2.01	0.21	0.00	0.98	0.36	1.13	0.39	1.93	0.36	0.89	0.94	1.30	1.34	0.89	2.66	1.73	3.11	1.43	0.40	0.51	1.53	1.33	4.36	2.29	3.12	5.20	1.79	2.49	1.96
3.	0.00	11.42	0.13	-0.06	0.21	2.05	2.02	2.33	0.79	0.43	1.18	2.23	2.79	0.84	2.45	0.70	1.48	2.06	2.29	1.94	2.19	5.14	2.46	6.43	3.25	1.61	2.08	1.85	5.54	4.54	5.32	6.51	4.28	4.59	5.05	4.24
4.	0.00	11.42	0.13	-0.06	0.32	2.17	2.12	2.55	0.62	0.26	1.46	2.40	3.90	2.88	2.69	0.98	2.17	2.64	1.79	2.78	3.04	7.57	3.85	7.60	5.13	4.62	4.60	3.13	7.81	5.05	6.37	8.78	5.41	5.08	6.98	
5.	0.00	11.42	0.56	-0.06	0.43	2.32	2.19	2.90	3.33	1.62	3.54	6.48	4.71	3.75	1.38	2.32	2.77	2.46	3.40	3.73	9.19	4.31	8.54	6.59	5.18	6.37	4.57	8.53	5.84	7.47	9.63	5.92	6.88	8.14		
6.	0.00	11.42	0.61	-0.06	0.53	2.54	2.23	3.87	4.05	1.77	3.79	7.06	6.36	4.67	1.49	2.48	3.33	2.67	4.05	4.97	10.01	4.71	9.17	8.11	6.35	7.08	5.32	9.54	6.53	8.75	11.43	6.91	7.96	8.60		
7.	0.00	11.42	0.66	-0.06	0.64	2.71	2.21	4.17	4.27	2.95	4.68	7.22	6.59	5.18	1.84	3.08	3.69	2.87	4.68	5.62	10.64	5.98	10.21	9.57	7.26	7.91	7.13	10.83	8.02	10.57	12.58	7.48	9.23			
8.	0.00	11.42	0.93	-0.06	0.75	2.82	3.23	4.43	4.46	3.17	5.45	8.48	8.02	5.44	2.27	3.25	4.69	3.36	5.09	7.69	11.29	6.26	11.57	10.27	8.11	8.99	7.40	13.01	9.61	11.04	14.13	8.72	9.85			
9.	0.00	11.42	1.10	-0.04	0.86	2.99	4.72	4.79	4.61	3.84	5.81	8.68	8.25	6.08	3.99	3.65	6.16	3.49	6.11	8.71	12.67	7.37	12.25	11.54	8.66	10.47	8.30	14.35	10.15	11.31	14.71	9.29	10.53			
10.	0.00	11.42	1.26	-0.01	0.97	3.19	4.93	5.45	5.84	6.09	6.01	8.85	9.64	6.56	4.10	3.82	7.15	3.98	6.70	9.00	13.92	8.22	13.22	12.34	9.31	10.83	8.68	15.89	10.82	12.20	15.10	11.34				
11.	0.00	11.42	1.31	0.02	1.08	3.63	5.14	5.70	6.72	6.32	6.21	9.02	10.30	6.90	4.24	4.00	7.49	4.41	6.89	10.39	14.52	8.89	13.57	13.30	9.79	12.65	9.81	16.48	11.31	12.77	15.69	12.84				
12.	0.00	11.42	1.48	0.04	1.19	5.90	5.32	5.93	6.94	6.67	6.38	9.21	10.47	7.83	4.35	4.17	8.20	4.54	9.47	11.06	15.57	9.23	13.88	13.78	10.13	13.53	9.99	16.73	11.47	13.17	16.96	13.35				
13.	0.00	11.42	1.64	0.07	1.42	6.30	5.52	6.11	7.27	7.40	6.86	9.40	11.76	7.93	4.65	4.34	9.24	4.69	9.76	11.31	16.15	9.43	14.32	15.64	10.73	13.89	10.16	16.98	11.72	13.52	17.54					
14.	0.00	11.42	1.70	0.10	1.64	7.34	5.77	6.29	7.56	7.58	7.76	9.58	11.93	8.07	5.46	4.55	9.67	4.65	10.05	11.77	16.44	9.96	14.92	16.43	11.17	14.21	10.80	17.69	12.18	13.77	18.11					
15.	0.00	11.42	1.85	0.13	1.77	9.15	7.46	6.47	8.66	8.25	8.11	9.74	12.85	8.88	5.96	4.94	10.80	5.74	10.30	11.98	16.70	11.98	15.35	16.80	11.76	14.49	11.43	18.37	12.58	14.52	19.09					
16.	0.00	11.42	2.02	0.16	2.07	9.34	9.05	8.23	8.86	9.07	8.04	9.90	13.73	9.00	6.59	5.33	11.84	6.33	10.56	12.31	17.14	12.65	16.40	18.17	12.05	15.26	12.10	18.84	13.23	15.46						
17.	0.00	11.42	2.18	0.16	2.46	9.54	10.03	8.54	9.49	9.50	8.53	10.10	13.82	9.10	6.80	5.58	12.91	6.61	11.01	12.94	17.60	13.28	17.11	18.52	12.41	15.99	12.41	19.21	14.18	15.71						
18.	0.00	13.03	2.27	0.16	2.83	9.65	10.56	10.09	9.72	9.62	8.70	10.23	13.90	9.49	7.04	7.84	14.48	6.74	11.26	13.76	17.96	13.44	17.52	18.90	13.80	16.33	12.72	19.79	14.44	15.92						
19.	0.00	14.80	2.36	0.16	3.04	9.80	11.73	10.55	11.41	9.77	8.86	10.35	14.06	9.87	7.38	8.91	15.12	6.82	11.56	14.13	18.18	13.75	18.09	19.16	14.11	17.22	13.21	20.01	15.35							
20.	0.00	14.80	2.44	0.16	3.41	9.97	11.78	10.84	11.61	9.89	9.06	11.31	14.49	10.03	7.96	9.23	16.59	6.86	11.87	14.85	18.44	14.43	18.55	19.44	14.46	17.48	13.39	20.60	16.34							
21.	0.00	14.80	2.55	0.16	3.95	10.12	11.82	11.01	13.01	10.05	9.48	11.41	14.62	10.44	8.74	9.57	17.51	7.40	12.30	15.32	18.85	14.66	19.01	20.34	14.70	17.90	13.83	21.33	16.60							
22.	0.00	16.36	2.67	0.16	4.08	10.25	11.85	11.28	13.15	10.18	10.61	11.53	14.89	11.29	9.78	10.11	18.52	8.15	12.51	16.19	19.40	14.83	19.33	20.61	15.03	18.73	14.21	21.99								
23.	0.00	17.68	2.77	0.16	4.21	10.40	11.88	11.61	13.37	10.29	10.75	12.18	15.04	10.26	10.35	10.87	19.84	8.25	13.34	16.70	19.67	15.21	20.06	21.61	15.47	19.57	15.67	22.39								
24.	0.00	18.28	5.10	0.16	4.39	10.59	11.88	11.87	13.50	10.42	11.66	12.32	15.93	13.02	12.02	11.29	20.91	9.03	14.58	16.51	17.51	19.88	15.41	20.97	21.88	15.67	20.69	16.30	23.39							
25.	0.00	18.88	5.17	0.16	4.63	10.74	11.88	13.18	13.64	10.69	11.81	13.46	16.15	14.35	12.55	11.56	21.36	9.57	15.53	18.13	20.43	15.57	21.26	22.16	16.03	20.98	17.25									
26.	0.00	18.88	5.23	0.16	4.76	10.90	11.88	13.38	13.74	10.79	12.58	13.57	16.30	14.85	13.98	11.82	21.83	9.91	16.21	18.68	20.62	16.36	21.54	22.52	16.24	21.69	17.54									
27.	0.00	18.88	5.30	0.16	5.05	11.06	11.88	13.77	13.83	10.58	12.69	13.71	16.55	15.71	12.11	12.60	22.60	10.08	16.55	18.97	20.81	16.79	21.82	22.77	16.37	22.13	17.74									
28.	0.00	20.05	5.30	0.16	5.18	11.16	11.88	13.98	14.42	11.02	12.90	14.24	16.88	15.94	14.60	12.54	24.09	10.25	16.87	19.22	20.99	17.32	22.68	23.19	16.66	22.38										
29.	0.00	20.05	5.30	0.16	5.30	11.24	11.88	14.07	14.48	11.24	13.05	14.31	17.16	16.45	14.91	12.90	24.90	10.94	17.15	19.42	21.21	18.08	23.62	24.08	16.98	22.65										
30.	0.00	20.05	5.30	0.16	5.49	11.35	11.88	14.16	14.69	11.72	14.22	14.60	17.41	16.77	15.19	13.18	25.40	11.04	18.18	19.89	21.49	18.17	24.29	24.22	17.37	22.92										
31.	0.00	20.05	5.30	0.16	5.51	14.21	11.88	14.26	14.86	11.89	14.48	14.67	17.69	15.46	13.48	12.85	26.12	11.21	18.59	20.11	21.70	18.52	24.49	24.52	17.95											
32.	0.00	20.05	5.30	0.16	5.69	14.69	11.88	14.35	14.98	12.32	14.58	14.75	17.85	18.27	16.39	14.11	27.12	11.58	19.19	20.30	22.50	18.71	24.66	24.77	18.38											
33.	0.00	20.05	5.30	0.16	5.71	14.71	11.88	14.60	15.07	13.02	14.87	14.92	19.36	19.32	16.88	15.57	27.38	12.25	19.41	20.49	22.97	18.81	25.53	24.99	18.68											
34.	0.00	20.05	5.30	0.16	5.90	14.74	11.90	14.70	15.27	13.32	15.02	15.95	19.71	19.96	18.32	16.14	28.47	12.30	20.08	20.90	23.10	19.53	25.76	25.29												
35.	0.00	22.64	5.30	0.16	5.92	14.76	12.35	14.79	15.82	13.62	16.03	16.60	19.90	22.18	18.67	16.89	28.84	12.45	20.27	21.20	23.72	19.59	26.66	26.00												
36.	0.00	22.64	5.30	0.16	5.93	14.79	12.35	14.89	15.83	14.11	16.36	16.82	20.18	22.32	19.50	12.99	29.22	12.48	20.98	21.34	23.91	19.91	26.87	26.30												
37.	0.00	22.64	5.30	0.16	5.95	16.79	12.38	14.99	15.89	14.40	17.58	17.78	20.67	22.52	20.42	17.72	29.88	12.56	21.69	21.57	24.13	20.17	27.12													
38.	0.00	22.64	5.30	0.16	5.97	16.81	12.38	15.12	15.91	14.86	17.92	18.42	21.23	23.42	21.50	17.87	30.13	12.93	22.38	21.75	24.27	20.34	27.51													
39.	0.00	22.64	6.12	0.16	5.99	16.81	12.38	15.24	16.13	14.95	18.43	18.60	21.92	23.79	22.48	18.24	30.71	13.69	22.54	21.90	24.37	20.39	28.25													
40.	0.00	22.64	6.12	0.16	6.01	17.54	12.38	15.38	16.21	15.25	19.97	18.68	22.51	25.15	23.35	18.54	31.10	13.78	22.79	22.08	24.44	20.75														
41.	0.00	22.64	9.01	0.16	6.01	19.02	12.38	15.41	16.29	15.93	20.35	18.76	22.99	26.24	23.59	19.17	31.42	14.04	23.44	22.25	24.69	20.83														
42.	0.00	22.64	9.01	0.16	6.03	19.02	12.67	15.45	16.31																											

	2015q4	2016q1	2016q2	2016q3	2016q4	2017q1	2017q2	2017q3	2017q4	2018q1	2018q2	2018q3	2018q4	2019q1	2019q2	2019q3	2019q4	2020q1	2020q2	2020q3	2020q4	2021q1	2021q2	2021q3	2021q4	2022q1	2022q2	2022q3	2022q4	2023q1	2023q2	2023q3	2023q4	2024q1	2024q2		
86.	0.00 %	25.14 %	14.04 %	3.57 %	21.65 %	37.75 %	23.16 %																														
87.	0.00 %	25.14 %	14.18 %	3.57 %	21.67 %	37.87 %	23.20 %																														
88.	0.00 %	25.14 %	14.46 %	4.44 %	21.86 %	37.87 %																															
89.	0.00 %	25.14 %	15.29 %	4.44 %	22.04 %	37.87 %																															
90.	0.00 %	25.14 %	15.43 %	5.80 %	22.23 %	37.87 %																															
91.	0.00 %	25.14 %	15.72 %	6.71 %	23.06 %																																
92.	0.00 %	25.14 %	15.85 %	6.71 %	23.37 %																																
93.	0.00 %	25.14 %	15.99 %	6.71 %	23.69 %																																
94.	0.00 %	25.14 %	16.13 %	6.71 %																																	
95.	0.00 %	25.14 %	16.26 %	6.71 %																																	
96.	0.00 %	25.14 %	16.33 %	6.71 %																																	
97.	0.00 %	25.14 %	16.53 %																																		
98.	0.00 %	25.14 %	16.67 %																																		
99.	0.00 %	25.14 %	19.62 %																																		
100.	0.00 %	25.14 %																																			
101.	0.00 %	25.14 %																																			
102.	0.00 %	25.14 %																																			
103.	0.00 %																																				
104.	0.00 %																																				
105.	0.00 %																																				

The Seller has also made available data on static and dynamic historical default and loss performance, for substantially similar exposures to the Receivables covering a period of at least five years. As at the date of this Prospectus, it is intended that such information will be made available on the website of EDW at <https://editor.eurowdw.eu/>. The website at EDW and the contents thereof do not form part of this Prospectus.

*(remainder of page left intentionally blank).*

## 2.2.8. Representations and collateral given to the issuer relating to the assets

### 2.2.8.1. Introduction

The Master Receivables Sale Agreement and the Deed of Incorporation will contain representations and warranties (which are reproduced in this section) to be given by the Seller:

- (a) in relation to the Receivables in the Securitised Portfolio (the "**Seller Asset Warranties**", and each a "**Seller Asset Warranty**"), contained in section 2.2.8.3 below;
- (b) as to matters of law, contained in section 2.2.8.4 below;
- (c) as to matters of fact, contained in section 2.2.8.5 below.

### 2.2.8.2. Disclaimer

None of the Fund, the Management Company, the Arranger, the Paying Agent, the Joint Lead Managers nor any other person has undertaken or will undertake to carry out any investigations, searches or other actions to verify the information concerning the Securitised Portfolio or to establish the creditworthiness of any Obligor or any other party to the Transaction Documents. Each such person will rely solely on the accuracy of the representations and warranties given by the Seller to the Fund in the Master Receivables Sale Agreement in respect of, among other things, itself, the Securitised Portfolio, the Obligors and the UPL Agreements and which have been reproduced in this section 2.2.8 of the Additional Information.

### 2.2.8.3. Seller Asset Warranties

The Seller Asset Warranties will be given by the Seller on (a) the Incorporation Date (in respect of the Initial Receivables); and (b) on the relevant Purchase Date (in respect of the Additional Receivables) by reference to the facts and circumstances subsisting at such date except where the Seller Asset Warranty is expressed to be by reference to the Cut-Off Date, in which case it shall be given by reference to the facts and circumstances subsisting as at the relevant Cut-Off Date. The Seller Asset Warranties referred to will include statements to the following effect (and, where reference is made to the "*origination*" of any Receivables, such reference shall include Receivables originated by the Seller):

- (1) *Eligibility*: Each Receivable which is offered to the Issuer is, at the close of business on the relevant Cut-off Date relating thereto, an Eligible Receivable and has arisen under an Eligible UPL Agreement (other than in respect of the Eligibility Criteria at item (16) of section 2.2.8.6 below which shall be satisfied on the Purchase Date for such Receivable immediately prior to the sale of such Receivable to the Issuer).
- (2) *Assignment Effective*: The assignment of each Receivable the subject of a Purchase Offer upon (i) acceptance of such Purchase Offer and (ii) payment of the relevant Purchase Price will be effective to pass to the Issuer good and marketable title thereto and the benefit thereof (including in such context, the right to receive Collections from the Obligors) free of any Encumbrances in favour of any person claiming through or under the Seller or any of its Affiliates and, subject to any limitations arising on enforcement in the jurisdiction of the relevant Obligor, no further act, condition or thing will be required to be done in connection therewith to enable the Issuer to require payment of any such Receivable or to enforce any such right in the courts of Spain without the participation of the Seller other than:
  - (i) the giving of a Notice of Assignment;



- (ii) the joinder or sisting of the Seller as a party to proceedings by the Issuer against the relevant Obligor.
- (3) Compliance: The assignment of each Receivable the subject of a Purchase Offer is in compliance with requirements of law applicable to the Seller on the date of such assignment.
- (4) Title to Receivables: The Seller is the person in whom the legal title to such Receivables is held.
- (5) Records: The Seller has (or agents on behalf of the Seller have) maintained records relating to the Receivables which are accurate and complete in all material respects.
- (6) No Adverse Selection Procedures: No selection procedures adverse to the Noteholders and rest of creditors of the Fund are employed by the Seller in selecting the Receivables from amongst the Eligible UPL Agreements in Securitised Portfolio.

#### **2.2.8.4. Representations of the Seller as to matters of law**

The Seller will make the following representations as to matters of law as set out in the Master Receivables Sale Agreement and in the Deed of Incorporation on (a) the Incorporation Date (in respect of the Initial Receivables); and (b) on the relevant Purchase Date (in respect of the Additional Receivables) by reference to the facts and circumstances subsisting at such date, except where the relevant representation is expressed to be by reference to the Cut-Off Date, in which case it shall be given by reference to the facts and circumstances subsisting as at the Cut-Off Date:

- (1) Organisation: It is a limited liability corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation with full corporate power, authority and legal right to own its assets and conduct its business as such assets are presently owned and its business is presently conducted and with power to enter into the Master Receivables Sale Agreement and the other Transaction Documents to which it is expressed to be a party in its capacity as Seller and each assignment to be entered into by it in respect of any Receivables assigned or purported to be assigned and to exercise its rights and perform its obligations thereunder and all corporate and other action required to authorise its execution of each Transaction Document to which it is a party in its capacity as Seller and each such assignment and its performance of its obligations thereunder has been duly taken or will be taken prior to the execution of such Transaction Document or assignment.
- (2) Due Authorisation: All acts and conditions required to be done, fulfilled and performed in order (a) to enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in its capacity as Seller in each Transaction Document to which it is a party or in any such assignment, (b) to ensure that the obligations expressed to be assumed by it in its capacity as Seller in each Transaction Document to which it is a party in its capacity as Seller or in any such assignment are legal, valid and binding on it and (c) to make each Transaction Document to which it is a party in such capacity and each such assignment admissible in evidence in Spain, as applicable, have been done, fulfilled and performed or will be done, fulfilled or performed prior to the execution of such Transaction Document to which it is a party or assignment, save for the payment of stamp duty in respect of any assignment of Receivables or any agreement to assign (or any memorandum of such an assignment or agreement) under any requirement of law (where payable) and save for the production of a sworn translation of each Transaction Document into the Spanish language (except for the Deed of Incorporation).
- (3) No Violation: The execution of each Transaction Document to which it is a party in its capacity as Seller by it and each assignment to be entered into by it in respect of any

Receivables assigned or purported to be assigned in the manner contemplated and the exercise of its rights and the performance of its obligations in any such assignment will not conflict with or violate any Requirement of Law.

- (4) **Binding Obligations**: The obligations expressed to be assumed by it in its capacity as Seller in each Transaction Document to which it is a party and in each such assignment are legal and valid obligations binding on it and enforceable against it in accordance with their terms (or will be so upon execution of each such Transaction Document or each such assignment entered into in connection with the Master Receivables Sale Agreement), except (a) as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, re-organisation or other similar laws affecting the enforcement of the rights of creditors generally, and (b) as such enforceability may be limited by the effect of general equitable principles and other limitations on enforcement in the jurisdiction of the Seller.
- (5) **All Consents Required**: All approvals, authorisations, consents, orders or other actions of any person or of any governmental or regulatory body or official required by it in its capacity as Seller in connection with the execution and delivery of each Transaction Document to which it is a party and/or the assignment of Receivables in the manner contemplated herein or therein, the performance of the transactions contemplated by each such Transaction Document and the fulfilment of the terms thereof have been obtained, other than those that would not materially and adversely affect the validity or enforceability of the Transaction Documents to which it is a party or the relevant assignment.
- (6) **Audited financial statements**: The Seller has audited financial statements for the last two completed financial years. The auditors' reports for those years are unqualified. The audited financial statements for the financial years 2022 and 2023 are deposited with the CNMV and the Commercial Registry.

#### **2.2.8.5. Representations of the Seller as to matters of fact**

The Seller will make the following representations as to matters of fact as set out in the Master Receivables Sale Agreement and in the Deed of Incorporation on (a) the Incorporation Date (in respect of the Initial Receivables); and (b) on the relevant Purchase Date (in respect of the Additional Receivables) by reference to the facts and circumstances subsisting at such date, except where the relevant representation is expressed to be by reference to the Cut-Off Date, in which case it shall be given by reference to the facts and circumstances subsisting as at the Cut-Off Date.

- (1) **No Proceedings**: There are no proceedings or investigations commenced or, to the best of its knowledge, pending or threatened against the Seller before any court, regulatory body, arbitral tribunal or public or administrative body or agency (i) asserting the invalidity of any Transaction Document to which it is a party in its capacity as Seller or of any assignment made in the manner therein contemplated; (ii) seeking to prevent the entering into of any such assignment or of any of the transactions contemplated by any such Transaction Document; or (iii) seeking any determination or ruling that, in the Seller's reasonable opinion, would, if adversely determined, materially and adversely affect the validity or enforceability of any such Transaction Document or the performance by the Seller of its obligations under any such Transaction Document or any assignment of Receivables to be made in the manner therein contemplated, and in each case such proceedings are not frivolous or vexatious.
- (2) **No Conflict**: The execution of any Transaction Document to which it is a party in its capacity as Seller or the assignment of any Receivables in the manner therein contemplated and the exercise by the Seller of its rights and the performance of its obligations thereunder with regard to such Receivables will not conflict with, result in any breach of the material terms and provisions of, or constitute a material default

under, any agreement, indenture, contract, mortgage, deed of charge, other security document or other instrument to which it is a party or by which it or any of its assets is otherwise bound.

- (3) Due Qualification: All licences, approvals, authorisations and consents which are necessary in connection with the performance of its business of originating unsecured personal consumer credits and the other obligations contained in the Transaction Documents and in particular any applicable licences under the Spanish banking laws and regulations have been obtained and remain in force in all material respects.
- (4) Insolvency: No Notification Event has occurred and is continuing with respect to the Seller.
- (5) Tax Residence: The Seller is resident for tax purposes in Spain.
- (6) Ordinary Course of Business: Each Receivable was originated by the Seller on its own account and arose from the ordinary course of the Seller's unsecured consumer credit activities in Spain. Furthermore, the securitisation of the Receivables is within the ordinary course of the Seller's business activities in Spain.

#### **2.2.8.6. Eligibility Criteria**

Only Receivables that, as at the relevant Cut-Off Date, meet the eligibility criteria set out below (the "**Eligibility Criteria**") will be added to the Securitised Portfolio:

- (1) it has arisen under a Point of Sale Facility or a PIL Facility;
- (2) it was otherwise created and complies with all applicable laws (including consumer credit laws, consumer protection laws and Usury Law);
- (3) it was originated and serviced in accordance with the Seller's Guidelines;
- (4) is denominated and payable in Euros;
- (5) each Obligor in respect of the Receivables is an individual and resident in Spain (at the date of execution of the UPL Agreement);
- (6) it is governed by Spanish law;
- (7) no Obligor in respect of it is an employee of the Seller;
- (8) is payable by the Obligor in monthly instalments;
- (9) is fully amortising;
- (10) at least one payment of principal and/or interest has fallen due and been paid in respect of it;
- (11) it does not have any instalment due and unpaid;
- (12) it is not a Defaulted Receivable or written-off credit pursuant to the Seller's Guidelines;
- (13) the interest rate in relation to it is a fixed rate of interest (and for the avoidance of doubt, the relevant UPL Agreement may specify more than one fixed rate of interest over the term of the Credit);
- (14) if it is a Receivable arising from a PIL Facility, the interest rate in relation to it is at least 9.90 per cent;

- (15) its original term is a fixed term not exceeding 96 months;
- (16) other than any withdrawal rights applicable pursuant to any requirement of law, it is not currently subject to any right of revocation, retention, claim, equity, rescission, defence, dispute, set-off, counterclaim, or litigation (including, without limitation, any recovery or enforcement proceedings before the Spanish Courts) and the Seller is not aware of any intention of any party to initiate any such litigation;
- (17) To the best of the Seller's knowledge it is not subject to a Repayment Plan, debt restructuring or any other restructuring and was not subject to a Repayment Plan or any other restructuring at any time during the last three years prior to being assigned to the Fund;

**"Repayment Plan"** means a repayment plan provided by the Servicer for customers experiencing financial difficulties.

- (18) it is freely assignable and (immediately prior to the sale of the relevant Receivable to the Issuer) free and clear of any encumbrances (including rights attaching to creditors) exercisable against the Seller or the Issuer arising under or through such Seller (or any of its respective Affiliates) and, to which, at the time of its creation and immediately prior to the sale of the relevant Receivable to the Issuer, the Seller had good and marketable title and there is no option to acquire or create any encumbrance on or over or affecting the Receivables or any related rights attaching thereto;
- (19) it is randomly allocated for offer to the Issuer;
- (20) it has, at the relevant Cut-Off Date, a Principal Balance or, in the case of Synthetic Receivables, a Synthetic Principal Balance of no greater than:
  - (i) if it is a Point of Sale Facility: €10,000; or
  - (ii) if it is a PIL Facility: €12,000.
- (21) if it is a Receivable arising from a Service-Related Credit, at the relevant Cut-Off Date, a period of at least three (3) months from its origination has elapsed;

**"Service-Related Credit"** means a Point of Sale Facility that includes a Service-Related Balance.

**"Service-Related Balance"** means, on any date of determination in relation to a Point of Sale Facility originated by the Seller for the purpose of financing a beauty treatment or dental treatment, the Principal Balance (or the portion of it) which relates to a service delivered over time (and not (a) a product associated with such treatment, which has been delivered; or (b) a treatment delivered on one occasion only), and such service (or the relevant portion thereof) has not, on such date of determination, been delivered or performed.

- (22) it had, at the time of its origination, a maximum original credit amount of no greater than:
  - (i) if it is a Point of Sale Facility: €10,000; or
  - (ii) if it is a PIL Facility: €12,000;
- (23) payments in respect of it to the Seller or the Issuer are not subject to withholding taxes.
- (24) it is a Receivable arising from an Eligible UPL Agreement;

- (25) as far as the Seller is aware, no Obligor in respect of it is the subject of any bankruptcy or insolvency proceedings (*concurso*) or has had a court grant his 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 which remains outstanding;
- (26) it has been originated by the Seller;
- (27) it has not been classified by the Seller as counterfeit, cancelled or fraudulent;
- (28) its addition will not cause a breach of the Portfolio Concentration Levels on the Cut-Off Date relating to such Receivable being sold;
- (29) it is not aware of the existence of any kind of litigation in relation to the Credits that may impair their validity and enforceability or that may lead to the application of article 1535 of the Civil Code;
- (30) the Receivables are homogeneous in terms of asset type, cash flow, credit risk and prepayment characteristics and contain obligations that are contractually binding and enforceable, with full recourse to debtors, and where applicable, guarantors, within the meaning of Article 20.8 of the EU Securitisation Regulation. Regarding the homogeneity factor to be met: (i) all Obligors are resident individuals with residence in the same jurisdiction (Spain) only; (ii) all Receivables 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;
- (31) To the best of the Seller's knowledge (as at the time of selection), no Receivable is owed by an Obligor who is a credit-impaired debtor as described in Article 20(11) of the EU Securitisation Regulation and in accordance with any official guidance issued in relation thereto.
- (32) The Receivables are not in default within the meaning of article 178(1) of CRR.
- (33) For the purposes of article 243, paragraph (2), letter (b), item (iii) of CRR, the Receivables meet the conditions for being assigned, under the standardised approach and taking into account any eligible credit risk mitigation, a risk weight equal to or smaller than 75% on an individual basis for performing positions, since the Receivables comprised in the Securitised Portfolio are retail exposures which comply with the criteria set out in article 123 of CRR.

#### **Eligible UPL Agreements**

A UPL Agreement will be an "**Eligible UPL Agreement**" if, as at the close of business of the relevant Cut-Off Date, it is a UPL Agreement:

- (1) where the Obligor is not an employee of the Seller;
- (2) which was in existence and maintained with the Seller prior to or at the time of any Receivables arising thereunder being assigned to the Fund;
- (3) which is documented by means of a Standard Form;

"**Standard Form**" means the standard forms used by the Seller to document the UPL Agreements as set out in Schedule 4 (*Standard Forms*) of the Master Receivables Sale Agreement as amended from time to time in accordance with the Transaction Documents, or any form that is substantially the same as such standard form.

- (4) which creates legal, valid and binding obligations between the Seller and the relevant Obligor and is enforceable against the relevant Obligor subject to applicable bankruptcy laws, other similar laws affecting creditors' rights, general equitable principles and other limitations on enforcement in the jurisdiction of the relevant Obligor and was otherwise created and complies with all other applicable laws;
- (5) where the Obligor's most recent address known to the Seller is located in Spain;
- (6) which is governed by Spanish law.

**Portfolio Concentration Levels**

"**Portfolio Concentration Levels**" shall be the following:

- (a) the Weighted Average Yield, calculated in respect of Transferred Receivables:
  - (i) relating to Point of Sale Facilities is equal to or greater than 8 per cent.; and
  - (ii) relating to PIL Facilities is equal to or greater than 18 per cent.,unless any requirement of law imposes a maximum interest rate in respect of consumer finance products;
- (b) The Weighted Average Yield less the weighted average of the fixed rate (according to the Notional Amount on each Confirmation for the relevant month) under the Interest Rate Swap Agreement, calculated in respect of Transferred Receivables:
  - (i) relating to Point of Sale Facilities is equal to or greater than 4 per cent.; and
  - (ii) relating to PIL Facilities is equal to or greater than 13 per cent.,unless any requirement of law imposes a maximum interest rate in respect of consumer finance products.
- (c) the Weighted Average Remaining Terms, calculated in respect of Transferred Receivables:
  - (i) relating to Point of Sale Facilities is less than or equal to 30 months;
  - (ii) relating to PIL Facilities is less than or equal to 60 months;
- (d) the aggregate Principal Balance of Receivables in the Eligible Receivables Pool:
  - (i) the original term of which is a fixed term greater than or equal to 84 months but not exceeding 96 months is less than or equal to 7 per cent.;
  - (ii) in respect of which Obligors are more than 80 years old at the date of execution of the relevant UPL Agreement from which such Receivable arises is less than or equal to 2 per cent. (excluding from such calculation UPL Agreements used to purchase hearing aids);
  - (iii) in respect of which Obligors are under temporary employment contracts is less than or equal to 6 per cent.;
  - (iv) in respect of which Obligors are self-employed at the date of execution of the UPL Agreement from which such Receivable arises is less than or equal to 6 per cent.;

- (v) in respect of which Obligors are not government employees, pensioners or permanent employees at the date of execution of the UPL Agreement from which such Receivable arises is less than or equal to 20 per cent.;
  - (vi) which relate to Point of Sale Facilities granted for the financing of an off-premises purchase of goods which are not on-line contracts or Distance Contracts ("**Direct Sale**") is less than or equal to 25 per cent.; and
  - (vii) which have arisen from PIL Facilities is less than or equal to 45 per cent.;
- (e) the aggregate Service-Related Balance of Receivables in the Eligible Receivables Pool:
- (i) which have arisen from Point of Sale Facilities for which the related Receivable (or a portion of it) is a Service-Related Credit is less than or equal to 20 per cent.; and
  - (ii) which have arisen from Point of Sale Facilities for which the related Receivable (or a portion of it) is: (a) a Service-Related Credit; and (b) was originated less than 12 months from the relevant Cut-Off Date, is less than or equal to 15 per cent.,

in each case, of the aggregate Principal Balance of Receivables in the Eligible Receivables Pool; and

- (f) the Top Merchant Balances are less than or equal to 10 per cent. of the aggregate Principal Balance of Receivables in the Eligible Receivables Pool, and the Top Service-Related Merchant Balances are less than or equal to 3.5 per cent. of the aggregate Principal Balance of Receivables in the Eligible Receivables Pool.
- (g) the aggregate of the Tier 1 Merchant Service-Related Balances is equal or less than 10 per cent. of the aggregate Principal Balance of all Receivables in the Eligible Receivables Pool.
- (h) the aggregate of the Tier 2 Merchant Service-Related Balances is equal or less than 15 per cent. of the aggregate Principal Balance of all Receivables in the Eligible Receivables Pool.

**"Distance Contract"** means a UPL Agreement that has been entered into in the absence of simultaneous physical presence of the Obligor and the lender (or seller of the goods financed with it if related to a Point of Sale) and which does not constitute an online contract.

**"Merchant Balance"** means, in respect of a merchant, the aggregate Principal Balance of Receivables in the Eligible Receivables Pool which relate to Point of Sale Facilities intermediated by that merchant.

**"Merchant Service-Related Balance"** means, in respect of a merchant, the aggregate Service-Related Balance of the Receivables in the Eligible Receivables Pool which relate to Point of Sale Facilities intermediated by that merchant.

**"Eligible Receivables Pool"** shall mean those Receivables in the Securitised Portfolio which are Eligible Receivables.

**"Service-Related Balance"** means, on any date of determination in relation to a Point of Sale Facility originated by the Seller for the purpose of financing a beauty treatment or dental treatment, the Principal Balance (or the portion of it) which relates to a service delivered over time (and not (i) a product associated with such treatment, which has been delivered; or (ii) a treatment delivered on one occasion only), and such service (or the relevant portion thereof) has not, on such date of determination, been delivered or performed.

**“Service-Related Credit”** means a Point of Sale Facility that includes a Service-Related Balance.

**“Tier 1 Merchant Service-Related Balance”** means any Service-Related Balance originated by a merchant whose services have been financed through Point of Sale Facilities which Service-Related Balance represents more than 2.0 per cent of the Principal Balance of all Receivables in the Eligible Receivables Pool.

**“Tier 2 Merchant Service-Related Balance”** means any Service Related Balance originated by a merchant whose services have been financed through Point of Sale Facilities which Service-Related Balance represents more than 1.0 per cent of the Principal Balance of all Receivables in the Eligible Receivables Pool (and for the avoidance of doubt includes any Tier 1 Merchant Service-Related Balances).

**“Top Merchant”** means the merchant which has the highest Merchant Balance.

**“Top Merchant Balance”** means the Merchant Balance of the Top Merchant.

**“Top Service-Related Merchant”** means the merchant which has the highest Merchant Service-Related Balance.

**“Top Service-Related Merchant Balance”** means the Merchant Service-Related Balance of the Top Merchant.

**“Weighted Average Remaining Term”** means, on any date of determination, the percentage obtained by the following calculation:

- (a) the sum of, for each Receivable in the Eligible Receivables Pool, the product of (i) the remaining term of such Receivable multiplied by (ii) the Principal Balance of such Receivable; divided by
- (b) the aggregate Principal Balance of all Receivables in the Eligible Receivables Pool, provided that both numerator and denominator are calculated by reference only to the Receivables within each credit product category (i.e., Point of Sale Facilities and PIL Facilities).

**“Weighted Average Yield”** means, on any date of determination, the percentage obtained by the following calculation:

- (a) the sum of, for each Receivable in the Eligible Receivables Pool, the product of (i) the Yield of such Receivable multiplied by (ii) the Principal Balance of such Receivable; divided by
- (b) the aggregate Principal Balance of all Receivables in the Eligible Receivables Pool, provided that both numerator and denominator are calculated by reference only to the applicable credit product category (i.e., Point of Sale Facilities and PIL Facilities).

**“Yield”** means:

- (a) in respect of a Receivable other than a Synthetic Receivable, the implicit annual interest rate (*“tipo de interés implícito”*) which would be earned on such Receivable assuming that (i) the difference between the sum of the total amount repayable by the Obligor through monthly instalments under such Receivable and its Principal Balance is considered as interest payments, and (ii) the amortisation profile for such Receivable is calculated using the French amortisation method (*“método de amortización francés”*); and
- (b) in respect of a Synthetic Receivable, the Synthetic Interest Rate.



## 2.2.9. Substitution and remedy of the securitised assets

### 2.2.9.1. Breach of Seller Asset Warranties

If, in respect of any Receivable, any Seller Asset Warranty proves at any time to have been incorrect as of the relevant Cut-Off Date, the Seller agrees to proceed forthwith to remedy said failure, and if said remedy is not possible, to replace or redeem the affected Receivable, thereby automatically terminating the assignment of such Receivables, subject to the following rules:

- (a) The party becoming aware of the existence of a non-eligible Transferred Receivable, whether the Seller or the Management Company, will notify the other party thereof. The Seller will have up to fifteen (15) Business Days from said notice (and in respect of breach of the Eligibility Criteria set forth in item (2) of section 2.2.8.6 above due to non-compliance with the Usury Law, six (6) months from the issuance of a final court ruling (*sentencia firme*) declaring that the contractual interest rate relating to the affected Receivable is usurious under the Usury Law) to proceed to remedy such circumstance if it is capable of being remedied or to replace the non-eligible Transferred Receivable.
- (b) Replacement will be made for the Principal Balance of the Receivable plus accrued and unpaid interest and any other amount owed to the Fund in relation to such non-eligible Transferred Receivable until the date on which the relevant Receivable is substituted.

In order to proceed with the replacement, the Seller will notify the Management Company of the characteristics of the Receivable proposed to be assigned satisfying the Seller Asset Warranties, and having the similar purpose, term, interest rate and outstanding balance. Once the Management Company has verified that the Seller Asset Warranties are satisfied and after having expressly communicated to the Seller that the Receivables to be assigned are eligible, the Seller shall proceed to terminate the replacement of the affected non-conforming Receivable and will assign the new Receivable or Receivables.

Any replacement of Receivables shall be documented under standard documentation, (including the relevant communication to the CNMV and the Rating Agencies, as applicable).

- (c) If any Receivable is not replaced on the terms set out in paragraph (b) of this section, the Seller will proceed to automatically terminate the assignment of the affected non-conforming Receivable. The termination will take place by means of the cash repayment to the Fund of the Principal Balance of the relevant Receivable, plus any accrued and unpaid interest, and any other amount that might correspond to the Fund until such date, which will be paid into the Transaction Account.
- (d) In the event of termination of assignment of non-conforming Receivables due to either replacement or repayment, the Seller will be vested with all rights attached to those non-conforming Receivables accruing from the relevant termination date.
- (e) Upon replacement or repurchase of any affected Receivables, the Seller will be vested with all rights attached to those affected Receivables accruing from the relevant replacement or repurchase date.

It should be noted that, other than the Seller and Deloitte in respect of the Eligibility Criteria, no party has undertaken any actions to verify information concerning the Receivables or the Obligors, which is the subject of the representations and warranties provided by the Seller in section 2.2.8 of the Additional Information. The failure by the Seller to remedy or, if not possible, repurchase and replace, or redeem, the relevant affected Receivables, such

circumstance may have a material adverse effect on the Issuer's ability to make payments under the Notes.

#### **2.2.9.2. Repurchase of Receivables by the Seller**

The Seller shall, in the case of (a) and (b) below and may, in the case of (c) below, repurchase any Receivable specified in a notice (the "**Repurchase Notice**") on the seventeenth (17<sup>th</sup>) calendar day of each month or the immediately preceding Business Day (the "**Repurchase Completion Date**"), provided that each Receivable is either:

- (a) not compliant with the EU Securitisation Regulation or Article 19, 20, 21 or 22 of the EU Securitisation Regulation or Article 243 of CRR Regulation (or if different, the equivalent provisions in any such enacted versions of such regulations); or
- (b) not compliant with Article 13 of the LCR Regulation or Article 177 of the Solvency II Regulation (or, in each case, if different, the equivalent provisions in any such enacted version of such Commission Delegated Regulation); or
- (c) a Receivable in respect of which the Obligor has brought a claim against or initiated litigation against the Seller.

The purchase price payable by the Seller to the Issuer in consideration for the sale of the Receivables specified in the relevant Repurchase Notice shall be the aggregate of:

- (a) in respect of each such Receivable which is:
  - (i) not a Synthetic Receivable: the Principal Balance thereof at the close of business on the second Business Day prior to the Repurchase Completion Date (the "**Repurchase Cut-Off Date**"); or
  - (ii) a Synthetic Receivable: the Synthetic Principal Balance thereof on the Repurchase Cut-Off Date;
- (b) plus, any documented expenses incurred by the Issuer in connection with the disposal of such Receivables.

Any Collections which are received by the Issuer after the Repurchase Cut-off Date in respect of any Receivables repurchased by the Seller shall be held by the Issuer as custodian (*depositario*) for the benefit of the Seller and the Issuer shall pay the amount of such Collections to the Seller in the Collections Settlement Date after the end of month following their identification by the Servicer.

For the purposes of this section:

"**Collections Settlement Date**" means the seventeenth (17<sup>th</sup>) calendar day of each month or the immediately preceding Business Day on which any differences (positive or negative) as determined by the Management Company on such Collections Determination Date must be settled between the Servicer and the Fund. In the case of any positive difference the Servicer must transfer such amount to the Transaction Account.

The first Collections Settlement Date will take place on 17 October 2024.

"**Collections Determination Date**" is defined as the (4<sup>th</sup>) Business Day immediately preceding a Collections Settlement Date. On such date, the Management Company and the Servicer will determine the amounts which have been effectively deposited into the Transaction Account corresponding to the Determination Period immediately prior to the specific Collection Determination Date, and the extent, if any, of any difference in respect to

the amounts that should have been deposited in accordance with each of the UPL Agreements corresponding to and the information provided by the Servicer in the Monthly Servicer Report.

### **2.2.9.3. Call Option in respect of Defaulted Receivables**

The Seller may purchase any Defaulted Receivables specified in a notice (the “**Defaulted Option Notice**”) on the seventeenth (17<sup>th</sup>) calendar day of each month or the immediately preceding Business Day (the “**Defaulted Option Completion Date**”).

The purchase price payable by the Seller to the Issuer in consideration for the sale of the Defaulted Receivables specified in the relevant Defaulted Option Notice shall be the aggregate of:

- (a) an amount equal to the aggregate of the Principal Balance of such Defaulted Receivables as of the end of month prior to the Defaulted Option Completion Date; and
- (b) any documented expenses incurred by the Issuer in connection with the disposal of such Receivables

(together, the “**Defaulted Call Repurchase Price**”).

Any Collections which are received by the Issuer after the end of month prior to the Defaulted Option Completion Date in respect of any Defaulted Receivables repurchased by the Seller shall be held by the Issuer as custodian (*depositario*) for the benefit of the Seller and the Issuer shall pay the amount of such Collections to the Seller in the Collections Settlement Date after the end of month following their identification by the Servicer.

### **2.2.9.4. No active portfolio management**

The Seller’s rights and obligations to sell Receivables to the Issuer and/or repurchase Receivables from the Issuer pursuant to this section, including repurchases of Receivables that do not comply with the LCR/Solvency II requirements, Receivables that do not comply with the EU Securitisation Regulation, the STS criteria or Article 243 of the CRR Regulation, Receivables that are the subject of claim or litigation against the Seller, Receivables that are in breach of the Seller Asset Warranties and the exercise of the call options do not constitute active portfolio management for purposes of (i) Article 20(7) of the EU Securitisation Regulation; (ii) article 21 of Act 5/2015; and (iii) EBA Guidelines. During the Revolving Period, the Seller intends to use the call option in relation to Defaulted Receivables only to facilitate recoveries or for the purpose of adding further Eligible Receivables as substitutes for Defaulted Receivables. During the Amortisation Period, the Seller intends to use the call option in relation to Defaulted Receivables only to facilitate recoveries.

### **2.2.10. A description of any relevant insurance policies relating to the assets. Any consultation with one insurer must be disclosed if it is material to the transaction**

The Seller has not entered into any insurance policy in relation to the Receivables (without prejudice to its potential designation as beneficiary under the possible insurance policies entered into by the Obligors).

At the time of the origination of a PIL Receivable, the Obligors are offered an optional payment protection insurance to cover the risks of Obligor’s death, temporary or permanent incapacity, unemployment or hospitalization (as applicable on the basis of his/her employment status). The Aggregate Principal Balance of the insured PIL Receivables in the Initial Receivables as of the Preliminary Portfolio Cut-Off Date was 104,701,409.00€. In all such PIL Receivables the Seller was designated as beneficiary of the insurance payment and therefore these payments would form part of the rights assigned to the Fund, as established in section 3.3.3 of the Additional Information.

- 2.2.11. Information relating to the Debtors in the cases where assets comprise obligations of 5 or fewer obligors which are legal persons or are guaranteed by 5 or fewer legal persons or where an obligor or entity guaranteeing the obligations accounts for 20% or more of the assets, or where 20% or more of the assets are guaranteed by a single guarantor, so far as the issuer is aware and/or is able to ascertain from information published by the obligor(s) or guarantor(s)**

Not applicable.

- 2.2.12. Details of the relationship between the issuer, the guarantor and the borrower, if it is material to the issue**

There are no significant relationships concerning the issue of the Notes as regards the Fund, the Seller, the Management Company or other persons involved in the transaction other than those included in section 3.1 of the Securities Note and section 3.2 of this Additional Information.

- 2.2.13. If the assets comprise obligations that are traded on regulated or equivalent third country market or SME Growth Market, a brief description of the securities, the market and an electronic link where the documentation in relation to the obligations can be found on the regulated or equivalent third country market or SME Growth Market**

Not applicable. The Receivables do not include transferable securities, as defined in point (44) of article 4(1) of MiFID II nor any securitisation position.

- 2.2.14. Where the assets comprise obligations that are not traded on a regulated or equivalent third country market or SME Growth Market, a description of the principal terms and conditions in relation to the obligations**

Not applicable. The Receivables do not include transferable securities, as defined in point (44) of article 4(1) of MiFID II nor any securitisation position, whether traded or not.

- 2.2.15. Where the assets comprise equity securities that are admitted to trading on a regulated or equivalent third country market or SME Growth Market indicate, a brief description of the securities; a description of the market on which they are traded including its date of establishment, how price information is published, an indication of daily trading volumes, information as to the standing of the market in the country, the name of the market's regulatory authority and an electronic link where the documentation in relation to the securities can be found on the regulated or equivalent third country market or SME Growth Market; and the frequency with which prices of the relevant securities, are published**

Not applicable.

- 2.2.16. Where more than 10% of the assets comprise equity securities that are not traded on a regulated or equivalent third country market or SME Growth Market, a description of those equity securities and equivalent information to that contained in the registration document for equity securities or where applicable, the registration document for securities issued by closed-end collective investment undertakings in respect of each issuer of those securities**

Not applicable.

- 2.2.17. Where a material portion of the assets is secured on or backed by real property, a valuation report relating to the property setting out both the valuation of the property and cash flow/income streams**

Not applicable.

**2.3. Assets actively managed backing the issue**

The Management Company will not actively manage the assets backing the issue.

**2.3.1. Information to allow an assessment of the type, quality, sufficient and liquidity of the asset types in the portfolio which will secure the issue**

Not applicable.

**2.3.2. The parameters within which investments can be made, the name and description of the entity responsible for such management including a description of that entity's expertise and experience, a summary of the provisions relating to the termination of the appointment of such entity and the appointment of an alternative management entity and a description of that entity's relationship with any other parties to the issue**

Not applicable.

**2.4. Statement in the event that the issuer intends to issue new securities backed by the same assets, a prominent statement to that effect and unless those further securities are fungible with or are subordinated to those classes of existing debt, a description of how the holders of that class will be informed**

Not applicable.

**3. STRUCTURE AND CASH FLOW**

**3.1. Description of the structure of the transaction containing an overview of the transaction and the cash flows, including a structure diagram**

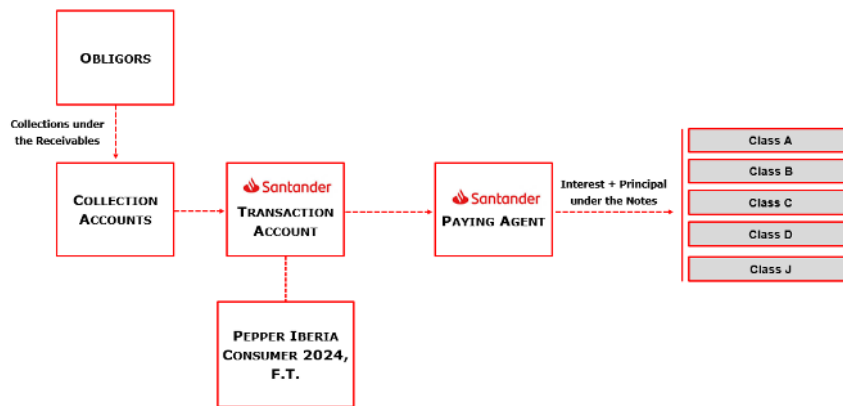
**General overview**

The Seller will assign the Receivables arising from the Credits to the Fund. The Fund will acquire the Receivables and will issue the Notes.

The subscription proceeds of the Notes will finance:

- (a) with respect to the proceeds of the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes Collateralised Portion, (x) the Initial Consideration of the Initial Receivables and (y) the set-up of the Pre-Funding Reserve Fund in an amount equal to €12,862,515; and
- (b) with respect to part of the proceeds of the issue of the Class J Notes, (x) the set-up of the Cash Reserve Fund up to the Initial Cash Reserve Required Amount and (y) in an aggregate amount equal to the Class J Notes Expenses Portion, the initial expenses of the incorporation of the Fund and the issue of the Notes.

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**Diagrammatic overview of on-going cashflows**

Collections in respect of the Receivables are paid into the following collections accounts opened by the Seller, the Servicer or the Back-Up Servicer (as applicable)(the “**Collection Accounts**”):

- (a) the collection accounts held in the name of the Servicer at the Direct Debit Collection Account Banks and any further or replacement bank accounts opened by the Seller (or the Servicer on its behalf, whether or not in the Seller’s name) for the purpose of receiving payments from Obligors via Direct Debit (the “**Direct Debit Collection Accounts**”).
- (b) the collection account held in the name of the Seller at the Special Collection Account Bank and any further or replacement bank account opened by the Seller (or the Servicer on its behalf, whether or not in the Seller’s name) for the purpose of receiving payments from Obligors other than via Direct Debit (the “**Special Collection Accounts**”).
- (c) the account opened at the Back-Up Servicer Collection Account Operating Bank by the Back-Up Servicer pursuant to the Back-Up Servicing Agreement (the “**Back-Up Servicer Collection Account**”).

The Seller (and where relevant, the Servicer and/or the Back-Up Servicer when acting as Servicer, if applicable according to section 3.7.1.17 of the Additional Information) is obliged to procure the transfer of Collections to the Transaction Account within one (1) Business Day following settlement in the relevant Receivable of the amounts receipt as cleared funds into the relevant Collection Account (or, in the case of Collections received from but excluding the Initial Assignment Cut-Off Date to and excluding the Incorporation Date, within three (3) Business Days following the Disbursement Date), excluding (i) the Retention Amount, and (ii) any Collections which are received by the Issuer after the repurchase cut-off date in respect of any Receivables repurchased by the Seller in accordance with section 2.2.9 of the Additional Information **provided further that**, where the Seller (or the Servicer on its behalf) has been unable to transfer such Collections within such period as a result of operational failure, then the Seller or Servicer shall transfer such Collections no later than the second Business Day following receipt of cleared funds into the relevant Collection Accounts.

In addition to the above, the Servicer and the Back-Up Servicer will grant Spanish law pledges in favour of the Issuer over the claims of the Seller (and where relevant, the Servicer and/or the Back-Up Servicer) against the relevant Collection Account Bank arising from the right to claim reimbursement of the credit balance existing from time to time in the relevant Collection Account, as applicable, by means of the execution of one or several pledge agreements (as notarial deeds «*pólizas*») (the “**Collection Account Pledge Agreements**”).

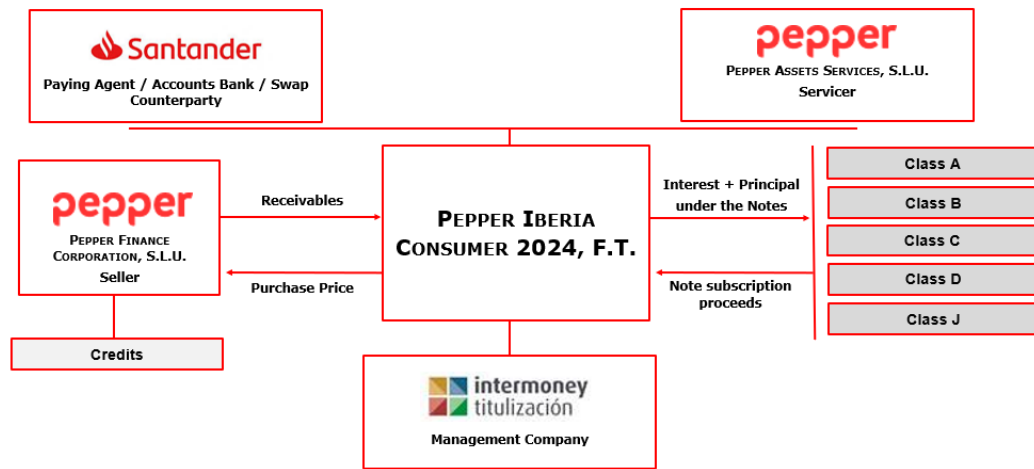
The Fund will periodically obtain the Collections from the repayment of the principal and

interest on the Credits which will be used to, amongst others, (i) redeem the Notes and to pay interest to the holders thereof; and (ii) during the Revolving Period, purchase Additional Receivables.

For the purposes of this section:

“**Retention Amount**” means, in relation to a Direct Debit Collection Account, the amounts retained by the relevant Direct Debit Collection Account Bank pursuant to their cash retention policies to cover the reimbursement of instalments paid by Obligors that may subsequently be reversed during the eight weeks following the payment of those instalments, and which will be subject to the requirements of the Transaction Documents.

**Diagrammatic overview of the transaction**



This transaction will be formalised through (i) the Deed of Incorporation, by virtue of which the Fund is incorporated and the Notes will be issued, (ii) the Master Receivables Sale Agreement, whereby the Initial Receivables and the Additional Receivables will be assigned to the Fund in accordance with section 3.3.2 below, and (iii) the rest of Transaction Documents described in section 3.4 of this Additional Information.

A copy of the Deed of Incorporation will be submitted to CNMV (for its registration with the official registers) and to IBERCLEAR prior to the beginning of the Subscription Period.

In particular, in order to consolidate the financial structure of the Fund and the coverage of the inherent risks of the issue of the Notes, the Management Company, in the name and on behalf of the Fund, will execute, among others, the Transaction Documents specified in section 3.4 of this Additional Information, being able to extend or modify them in accordance its terms, replace the Servicer and even execute additional agreements, taking into account, where appropriate, the Resolutions of the Meeting of Creditors and having informed the CNMV and the Rating Agencies, in order to ensure the proper operation of the Fund and performance of its obligations in the terms and conditions set out in the applicable laws from time to time. The above, always without prejudicing the rights of the Noteholders and, in particular, ensuring that it will not result in the downgrade of the ratings of the Rated Notes.

**Initial Balance Sheet of the Fund**

The balance sheet of the Fund at the Disbursement Date will be as follows (expressed in EUR):

Assets		Liabilities	
Receivables	€ 247,337,484.87	Class A Notes	€ 204,000,000
Pre-Funding Reserve Fund	€ 12,862,515.13	Class B Notes	€ 16,700,000
Cash Reserve Fund	€ 3,128,750.00	Class C Notes	€ 13,000,000
Transaction Account	€ 2,271,250.00	Class D Notes	€ 16,600,000
		Class J Notes	€ 15,300,000
<b>Total Assets</b>	<b>€ 265,600,000</b>	<b>Total Liabilities</b>	<b>€ 265,600,000</b>

The estimated initial expenses of the incorporation of the Fund and the issuance of the Notes are described in section 6 of the Securities Note.

It is assumed that all the initial expenses of the Fund and the issue of the Notes will be paid out of part of the proceeds of the Class J Notes on the Disbursement Date.

### **3.2. Description of the entities participating in the issue and description of the functions to be performed by them in addition to information on the direct and indirect ownership or control between those entities**

#### **3.2.1. Intermoney Titulización, S.G.F.T., S.A.**

Participates as:

- (a) Management Company of the Fund;
- (b) administrator of the assets pooled in the Fund pursuant to Article 26.1 b) of Law 5/2015 (notwithstanding any delegation or subcontracting of such functions);
- (c) Calculation Agent;
- (d) coordinator of the relationship with the supervisory authorities and market operators; and
- (e) from the Disbursement Date (exclusive), coordination of the relationships with the Rating Agencies.

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

#### **3.2.2. Pepper Spain**

Pepper Spain participates as:

- (a) Seller and Originator of the Receivables to be acquired by the Fund.
- (b) Subscriber of the Class J Notes, in accordance with the provisions of the Management, Placement and Subscription Agreement.

Pepper Spain, as Originator:



- (a) will retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent in the securitisation and shall take responsibility for the contents of the Securities Note (including this Additional Information).
- (b) shall be liable for compliance with Articles 19 to 22 of the EU Securitisation Regulation and the applicable legislation; and
- (c) has been designated as Reporting Entity in charge of the fulfilment of the disclosure obligations as set forth in section 4.2.1 of the Additional Information.

**3.2.3. Pepper Assets Services**

Pepper Assets Services participates as Servicer of the Receivables in accordance with section 3.7.1 of the Additional Information.

**3.2.4. Jefferies**

Jefferies participates as:

- (a) Arranger;
- (b) Joint Lead Manager for the Rated Notes under the Management, Placement and Subscription Agreement;
- (c) until the Disbursement Date (inclusive), coordinator of the relationships with the Rating Agencies; and
- (d) provide a cash flow model in compliance with Article 22.3 of the EU Securitisation Regulation.

**3.2.5. Citi**

Citi participates as:

- (a) Joint Lead Manager.

**3.2.6. Banco Santander**

Banco Santander participates as:

- (a) Joint Lead Manager;
- (b) Paying Agent;
- (c) Accounts Bank;
- (d) Swap Counterparty;
- (e) Interest Rate Swap Calculation Agent;
- (f) Special Collection Account Bank; and
- (g) Direct Debit Collection Account Bank.

**3.2.7. S&P and MDBRS**

S&P and MDBRS intervene as credit rating agencies rating Class A Notes, Class B Notes, Class C Notes and Class D Notes.

**3.2.8. Pepper Spanish Servicing, S.L.U.**

Pepper Spanish Servicing, S.L.U. participates as Back-Up Servicer of the Receivables in accordance with section 3.7.1 of the Additional Information.

**3.2.9. Deloitte**

Deloitte has:

- (a) been appointed as auditor of the Fund;
- (b) prepared the Special Securitisation Report on the Preliminary Portfolio; and
- (c) verified the accuracy of the data disclosed in the stratification tables included in section 2.2.2.2 of the Additional Information.

**3.2.10. Cuatrecasas**

Cuatrecasas acts as legal adviser in respect of the transaction structure and has revised the tax regime of the Fund established in section 4.5.4 of the Registration Document, and issue the legal opinion required under Article 20.1 of the EU Securitisation Regulation.

**3.2.11. A&O Shearman**

A&O Shearman acts as legal advisor of the Arranger and the Joint Lead Managers and has reviewed the Prospectus and the structure of the transaction for the benefit of the Arranger and the Joint Lead Managers.

**3.2.12. PCS**

PCS has been appointed by the Seller to:

- (a) act as a verification agent authorised under Article 28 of the EU Securitisation Regulation, in connection with the STS Verification, and
- (b) prepare the PCS Assessments.

**3.2.13. EDW**

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

The description of the institutions referred to in the preceding paragraph is contained in section 3.1 of the Securities Note.

The Management Company represents that the summary descriptions of the agreements contained in the relevant sections give the most substantial and relevant information on each of the agreements, accurately present their contents, and that no information has been omitted which might affect the contents of the Prospectus.

**3.3. Description of the method and date of the sale, transfer, novation or assignment of the assets or of rights and/or obligations in the assets to the issuer or, where applicable, the manner and time period in which the proceeds from the issue will be fully invested by the issuer**

**3.3.1. Eligible Receivables**

An "**Eligible Receivable**" means a Receivable that complies with all the Eligibility Criteria as of the relevant Cut-Off Date.

In order to be assigned to and acquired by the Fund, the Receivables shall individually satisfy the Eligibility Criteria established in section 2.2.8.6 above on the following dates (each, a "**Cut-Off Date**"):

- (a) Initial Receivables: on the Initial Assignment Cut-Off Date; and
- (b) Additional Receivables: one Business Day prior to the relevant Offer Date.

The consideration payable by the Issuer to the Seller in respect of the sale to the Issuer by the Seller of Receivables will be equal to the "**Purchase Price**", meaning:

- (a) in respect of any Receivable (other than a Synthetic Receivable), the Principal Balance of such Receivable; and
- (b) in respect of any Synthetic Receivable, the Synthetic Principal Balance of such Synthetic Receivable,

in each case, as at the Cut-Off Date for the relevant Receivable.

**3.3.2. Formalisation of the assignment of the Receivables**

**3.3.2.1. Assignment of the Initial Receivables**

The assignment of the Initial Receivables by the Seller to the Fund will be effected on the Incorporation Date by means of the Master Receivables Sale Agreement executed (as a notarial deed «*póliza*») simultaneously with the Deed of Incorporation and upon incorporation of the Fund.

The Seller and the Management Company have agreed that the assignment of the Initial Receivables will have economic effects from (and including) the Initial Assignment Cut-Off Date. Therefore, any amounts collected under the Initial Receivables (whether for principal, interest or others) as well as any interest accrued on the Initial Receivables on or after the Initial Assignment Cut-Off Date shall belong to the Fund.

**3.3.2.2. Assignment of the Additional Receivables**

During the Revolving Period, on each Purchase Date, the Fund, represented by the Management Company, will purchase Additional Receivables up to a maximum amount equal to the Maximum Receivables Amount, provided that (i) the Seller has sufficient Additional Receivables to be assigned to the Fund meeting the Eligibility Criteria on the relevant Cut-Off Date and (ii) the Fund has sufficient Available Funds for Purchase of Additional Receivables, and provided further that the Fund shall create and fund from the Principal Available Funds a special ledger for an amount equal to any outstanding Remaining Revenue Shortfall (as determined in the prior Payment Date), if applicable, that may not be used to purchase any Additional Receivables.

Additional Receivables will be assigned to the Fund by means of Purchase Offers and their acceptance by the Fund, in compliance with the provisions of (i) section 3.3.2.2.1 below; (ii) the Deed of Incorporation; and (iii) the Master Receivables Sale Agreement.

The Seller and the Management Company have agreed that the assignment of the Additional Receivables will have economic effects from (and including) the relevant Cut-Off Date. For the avoidance of doubt, any amounts related to Finance Charge Collection received by the Issuer under the Additional Receivables on or after the Cut-Off Date shall belong in full to the Issuer.

Any expenses and taxes resulting from the formalisation of successive assignments will be borne by the Seller.

The Management Company will deliver, as quickly as possible following the relevant Purchase Date, the following documents to the CNMV:

- (a) CIFRADO: list of Additional Receivables assigned to the Fund during the preceding calendar month and their main characteristics.
- (b) Statement by the Seller: confirming that such Additional Receivables meet the Eligibility Criteria for their assignment to the Fund.

The Seller's assignment of the Receivables to the Fund shall not be notified to the Obligors except as foreseen in section 3.7.1.16 of this Additional Information.

#### **3.3.2.2.1. Procedure for the acquisition of Additional Receivables**

The purchase procedure for the acquisition of Additional Receivables shall be the following:

- (a) The Seller may, from time to time, on any Offer Date during the Revolving Period by delivering to the Issuer, on or prior to 12 noon (Madrid time) of the proposed Purchase Date, a purchase offer thereby offering to the Fund the transfer of the Additional Receivables specified in such Purchase Offer, as of the close of business on the related Cut-Off Date (the "**Purchase Offer**").
- (b) Prior to or simultaneously with the giving of each such Purchase Offer, the Seller shall send to the Management Company the electronic files, in the format and with the content agreed as per the Master Receivables Sale Agreement, with account by account information related to the provisional Eligible Receivables Pool.

The Seller shall indicate in each Purchase Offer of Additional Receivables (i) the number of the selected Receivables, (ii) the aggregate Principal Balance of the selected Receivables, (iii) the average interest rate of the selected Receivables weighted by their respective Principal Balance and (iv) any additional information relating to the related ancillary rights.

- (c) Upon delivery of a Purchase Offer, the Management Company, in the name and on behalf of the Fund, shall communicate to the Seller the acceptance of such Purchase Offer in respect of all Eligible Receivables the subject of such Purchase Offer on or prior to 6:00 p.m. (Madrid time) of the proposed Purchase Date and shall purchase such Eligible Receivables on the Purchase Date specified in the Purchase Offer.
- (d) Upon acceptance of any Purchase Offer and subject to the Seller receiving the Purchase Price, for each such Receivable, each Additional Receivable listed in respect of such Purchase Offer shall thereafter be a Transferred Receivable, until it is subsequently repurchased if that is the case, and all of the Seller's rights, title and interest in and to the Additional Receivables shall thereupon vest in the Issuer.
- (e) The Management Company, acting for and on behalf of the Issuer, shall give the appropriate instructions to the Accounts Bank for the Purchase Price of the Additional Receivables to be debited from the Transaction Account to be paid to the Seller two days at the latest after the acceptance of the Purchase Offer.

For the purposes of this section:

“**Offer Date**” means the date on which the Seller makes a Purchase Offer in accordance with this section and the provisions of the Master Receivables Sale Agreement which may be (i) a Monday or (ii) a Wednesday which is a Business Day during the Revolving Period (or following Business Day) **provided that** there shall not be more than two Offer Dates per calendar week.

The days of the week on which a Purchase Offer could take place could be modified in the future by agreement between Seller and the Management Company (acting on behalf of the Fund).

### 3.3.3. Receivables assignment terms

The assignment of the Receivables will be full and unconditional and for the whole remaining period up to the maturity of each Receivable.

Pepper Spain, as Seller of the Receivables and in accordance with article 348 of the Spanish Commercial Code and article 1,529 of the Spanish Civil Code, will be liable *vis-à-vis* the Fund for the existence and lawfulness of the Receivables, but will not be responsible for the solvency of the Obligors.

The Seller does not assume the risk of payment default of the Receivables and, therefore, does not assume any liability for the payment default by the Obligors, whether for principal, interest or any other amount due under the Receivables, nor does it assume the effectiveness of the guarantees or security granted as security thereof (if any in the future). Furthermore, the Seller will not in any other manner whatsoever guarantee directly or indirectly the success of the transaction or give any security or enter into any repurchase or replacement agreements as regards the Receivables, except as described in section 2.2.9 of this Additional Information.

The Seller and the Management Company have agreed that, subject to the Seller receiving the relevant Purchase Price, the assignment of Receivables will have economic effects prior to (a) the Incorporation Date (in respect of the Initial Receivables) and (b) the relevant Purchase Date (in respect of the Additional Receivables), in the following terms:

- (a) Initial Receivables: from (and including) the Initial Assignment Cut-Off Date (i.e., 31 August 2024); and
- (b) Additional Receivables: from (and including) the relevant Cut-Off Date.

In connection with the above, specifically, and by way of description and not limitation, the assignment of the Receivables will include of all ancillary rights in accordance with the provisions of article 1,528 of the Spanish Civil Code; thus, it will give the Fund the following rights as regards the Receivables:

- (a) to receive all amounts due for repayment of the principal of the Receivables.
- (b) to receive all amounts due for ordinary interest on the Receivables.
- (c) to receive all amounts due for default interest on the Receivables.
- (d) to receive all other amounts, assets or rights received as payment for Receivables principal or interest.
- (e) to receive all possible rights or compensation that might result in favour of the Seller, payments made by any guarantors, etc., as well as those arising from any right

ancillary to the Receivables, including those derived from the insurance policies as described in section 2.2.10 of the Additional Information.

The rights of the Fund resulting from the Receivables are linked to the payments made by the Obligors under the Credits from which such Receivables arise and, therefore, are directly affected by the evolution, delays, pre-payments and any other incident related to such Credits. Bank expenses arising from the collection of payments defaults and expenses arising from pre-judicial, judicial or contentious proceedings will be borne by the Servicer (or the Seller), notwithstanding the reimbursement right *vis-à-vis* the Fund provided for in section 3.7.1.11 of the Additional Information.

In order to be able to assign Additional Receivables, the Seller's latest financial statements shall be audited and registered with the CNMV and the auditor's report shall have no qualifications.

With regard to the insolvency of the Seller:

- (a) The Seller may be declared insolvent and insolvency of the Seller could affect its contractual relationship with the Fund, in accordance with the provisions of the Spanish Insolvency Law.
- (b) The assignment of the Receivables cannot be subject to claw -back other than by an action brought by the Seller's insolvency trustee (or, subsidiary, by creditors), in accordance with the provisions of the Spanish Insolvency Law and after proving the existence of fraud in the transaction, as set forth in article 16.4 of Law 5/2015. The Seller has its place of business office in Spain. Therefore, and unless proof in the contrary, it is presumed that the centre of main interests is Spain.
- (c) In the event that the Seller is declared insolvent, in accordance with the Spanish Insolvency Law, the Fund, represented by the Management Company, shall have the right of separation with respect to the Receivables, on the terms provided in articles 239 and 240 of the Spanish Insolvency Law. Consequently, the Fund shall be entitled to obtain from the insolvent Seller the resulting Receivables amounts from the date on which the insolvency is decreed, being those amounts considered Fund's property and must therefore be transferred to the Fund, represented by the Management Company.
- (d) This right of separation would not necessarily extend to the cash received and kept by the insolvent Seller on behalf of the Fund before that date, given the essential fungible nature of money.

Notwithstanding the above, both the Prospectus and the Deed of Incorporation provide for certain mechanism in order to mitigate the aforesaid effects in relation to cash due to its fungible nature as detailed in section 3.4.2.1 of the Additional Information.

Section 3.3.1 above provides that the Seller's assignment of the Receivables to the Fund shall not be notified to the Obligors, except as foreseen in section 3.7.1.16 of the Additional Information.

### **3.3.4. Receivables sale or assignment price**

#### **3.3.4.1. Price of the assignment of the Initial Receivables**

The assignment price payable by the Issuer in respect of the Initial Receivables in the initial Securitised Portfolio shall be the sum of the "**Initial Consideration**", being an amount equal

to the aggregate of the Principal Balance of each Transferred Receivable as at the Initial Assignment Cut-Off Date.

The Initial Consideration will be paid in full once that the amount of the issuance of the Notes has been transferred to the Transaction Account and in any case before 15.00 p.m. CET on the Disbursement Date, for value date on that same day.

In the event of termination of the incorporation of the Fund, and thus of the assignment of the Initial Receivables, (i) the obligation of the Fund to pay the Initial Consideration will be extinguished, and (ii) the Management Company will be obliged to reimburse the Seller for any rights that might have been accrued in favour of the Fund due to the assignment of the Initial Receivables.

The Seller will not receive any interest as a result of the deferral of payment of the Initial Consideration from the Incorporation Date to the Disbursement Date.

#### **3.3.4.2. Price of the assignment of Additional Receivables**

The consideration payable by the Issuer to the Seller in respect of the sale to the Issuer by the Seller of Additional Receivables on any Purchase Date will be equal to the Purchase Price.

The Purchase Price must be paid in full two days after the acceptance of the Purchase Offer at the latest, for value that same day, by debiting the Transaction Account opened with the Accounts Bank in the name of the Fund.

### **3.4. Explanation of the flow of funds**

#### **3.4.1. How the cash flows from the assets will meet the issuer's obligations to holders of the securities, including, if necessary, a financial service table and a description of the assumptions used in developing that table**

The Fund will attend all payment obligations arising from the Notes and its remaining liabilities by applying the cash flows generated by the Receivables and any other applicable rights of the Fund.

The Seller (and where relevant, the Servicer and/or the Back-Up Servicer when acting as Servicer, if applicable according to section 3.7.1.17 of the Additional Information) is obliged to procure the transfer of Collections to the Transaction Account within one Business Day following settlement in the relevant Receivable of the amounts receipt as cleared funds into the relevant Collection Account (or, in the case of Collections received from but excluding the Initial Assignment Cut-Off Date to and excluding the Incorporation Date, within three (3) Business Days following the Disbursement Date), excluding (i) the Retention Amount, and (ii) Collections which are received by the Issuer after the repurchase cut-off date in respect of any Receivables repurchased by the Seller in accordance with section 2.2.9 of the Additional Information **provided further that**, where the Seller (or the Servicer on its behalf) has been unable to transfer such Collections within such period as a result of operational failure, then the Seller or Servicer shall transfer such Collections no later than the second Business Day following receipt of cleared funds into the relevant Collection Accounts.

The Fund will benefit from the additional protection and enhancement mechanisms that are described in section 3.4.2 below. These mechanisms will be applied in accordance with the rules of this Prospectus and their purpose is to ensure that the cash flows of the Fund are sufficient to attend its payment obligations in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.7.4.2 of this Additional Information and the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of this Additional Information, as applicable.

All payments of principal and interest on the Notes shall be made in accordance with the rules of this Prospectus and the Pre-Enforcement Priority of Payments set forth in section 3.7.4.2

of this Additional Information and the Post-Enforcement Priority of Payments set forth in section 3.4.7.3 of this Additional Information, as applicable.

The Weighted Average Yield of the Initial Receivables is 14.4% as of 31<sup>st</sup> August 2024, which is higher than the weighted average interest rate of the Notes (which is 4.55%, assuming a 1-month EURIBOR rate of 3.33% on 3 October 2024).

#### **3.4.1.1. Control of the deposited amounts arising from the Receivables**

The Servicer has agreed to provide the Management Company with certain information related to Collections received from the Receivables and any other information related to them that is reasonably requested by the Management Company to carry out its functions. For this purpose, the Servicer shall provide the Management Company with the Monthly Servicer Report on each Information Date in the correct format (i) to fulfil the reporting requirements of Article 7 of the EU Securitisation Regulation and (ii) for conciliation purposes. The Monthly Servicer Report will be provided with the content and in the form set out in the Servicing Agreement.

In the event of discrepancies regarding any such information contained in the Monthly Servicer Report, the Servicer and the Management Company will try to resolve such disagreements prior to the Collections Determination Date, in accordance with the terms and conditions set out in the Servicing Agreement.

For the purposes of this section:

“**Calculation Date**” means the last day of each calendar month.

“**Determination Period**” means:

- (a) for any given Calculation Date, the calendar month during which such Calculation Date is the last calendar day; and
- (b) for any Payment Date or any Collection Determination Date, the calendar month preceding the calendar month in which such Payment Date or Collection Determination Date falls.

Exceptionally, the first Determination Period will commence on the Initial Assignment Cut-Off Date and will finalise on 30 September 2024.

“**Information Date**” means, for any preceding Determination Period, up to the third (3<sup>rd</sup>) Business Day immediately following the corresponding Calculation Date, on which the Servicer shall provide the Management Company with the Monthly Servicer Report.

#### **3.4.2. Information on any credit enhancements, an indication of where potentially material liquidity shortfalls may occur, and the availability of any liquidity supports and indication of provisions designed to cover interest/principal shortfall risks**

##### **3.4.2.1. Credit enhancements and liquidity support**

In order to (i) consolidate the financial structure of the Fund; (ii) enhance the security or regularity in the payments of the Notes; (iii) partially cover any temporary mismatches in the scheduled principal and interest flows on the Receivables and the interest payable in respect of the Notes or, in general, to match the financial characteristics of the Receivables and the Notes; and (iv) ensure the proper operation of the Fund and performance of its obligations in the terms and conditions set out in the applicable laws from time to time, the Management Company, on behalf of the Fund, will enter into the transactions and Transaction Documents described below in accordance with the Deed of Incorporation and all applicable legal provisions.



The credit enhancements and liquidity support included in the structure of the Fund are the following:

(a) Payments of principal on the Class J Notes are subordinated to payments of principal on the Class A Notes, Class B Notes, Class C Notes and Class D Notes

The Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be redeemed sequentially in accordance with the Pre-Enforcement Priority of Payments set forth in section 3.4.7.2 of this Additional Information so that:

- (i) the Class B Notes will not be further redeemed for so long as the Class A Notes have not been redeemed in full;
- (ii) the Class C Notes will not be further redeemed for so long as the Class A Notes and the Class B Notes have not been redeemed in full;
- (iii) the Class D Notes will not be further redeemed for so long as the Class A Notes, the Class B Notes and the Class C Notes have not been redeemed in full; and
- (iv) the Class J Notes will not be further redeemed for so long as the Class A Notes, the Class B Notes, Class C Notes and the Class D Notes have not been redeemed in full.

Notwithstanding the above, payments of principal on the Class J Notes may also be made after payment of items (1) to (14) of the Interest Priority of Payments, provided that the Fund has sufficient Interest Available Funds, as follows:

- (i) *firstly*, payment of principal on the Class J Notes until the total amount repaid under this item is equal to the Class J Notes Expenses Portion;
- (ii) *secondly*, payment of principal on the Class J Notes until the total amount repaid under this item is equal to the amount by which the Initial Cash Reserve Required Amount exceeds the Cash Reserve Required Amount as of the relevant Payment Date.

(b) Payment of interest on the Notes in sequential order and deferral of payments on the Notes

Payments of interest on the Classes of Notes will be paid in sequential order such that payments on the Class J Notes will be subordinated to payments on the Class D Notes; payments on the Class D Notes will be subordinated to payments on the Class C Notes; payments on the Class C Notes will be subordinated to payments on the Class B Notes; and payments on the Class B Notes will be subordinated to the Class A Notes in accordance with the relevant Priorities of Payments.

Any shortfall in payments of interest on a Class of Notes (other than the Most Senior Class of Notes) will be deferred until the next Payment Date and this will not constitute an Event of Default. The deferral process will continue until the Legal Maturity Date of the Notes, at which point, all such deferred amounts (including interest thereon) will become due and payable. However, if there is insufficient money available to the Issuer to pay interest on any Class of Notes, then the relevant Noteholders may not receive all Interest Amounts.

Failure to pay any Notes Interest Amount on the Most Senior Class of Notes within 5 Business Days following the Payment Date of such Interest Amount will constitute an Event of Default.

It is not intended that any surplus will be accumulated in the Issuer, other than the amounts standing to the credit of the Swap Collateral Account (if applicable) and amounts standing to the credit of the Cash Reserve Fund.

- (c) *A Revenue Shortfall on any Payment Date may be funded by amounts standing to the credit of the Cash Reserve Fund*

On each Determination Date, the Management Company, according to the information provided by the Servicer, will determine whether Interest Available Funds (excluding amounts standing to the credit of the Cash Reserve Fund, other than any Cash Reserve Release Amount, and excluding any Principal Available Funds applied to remedy a Remaining Revenue Shortfall) are sufficient to pay or provide for payment of FT Fees, the Swap Senior Payments and Notes Interest Amount on the Most Senior Class (other than the Class J Notes). To the extent that such Interest Available Funds are insufficient to pay such amounts in full on the immediately following Payment Date (the amount of any such deficit being a "**Revenue Shortfall**"), the Management Company will, on such Payment Date and on behalf of the Issuer, pay or provide for such Revenue Shortfall by applying amounts standing to the credit of the Cash Reserve Fund.

For more information about the application of the Cash Reserve Fund to fund Revenue Shortfalls, see the section 3.4.2.2 below.

- (d) *A Remaining Revenue Shortfall on any Payment Date may be funded by applying Principal Available Funds as Interest Available Funds*

On each Determination Date, the Management Company, according to the information provided by the Servicer, will determine whether Interest Available Funds (including amounts to be released from the Cash Reserve Fund to remedy a Revenue Shortfall, but excluding Principal Available Funds to be applied to remedy a Remaining Revenue Shortfall) are sufficient to pay or provide for payment of FT Fees, the Swap Senior Payments and Notes Interest Amount due and owing on the Most Senior Class (other than the Class J Notes) in full on the immediately succeeding Payment Date. To the extent that such Interest Available Funds are insufficient to pay such amounts in full on the immediately succeeding Payment Date (the amount of any such deficit being a Remaining Revenue Shortfall), the Management Company will, on such Payment Date and on behalf of the Issuer, pay or provide for such Remaining Revenue Shortfall by applying Principal Available Funds as Interest Available Funds.

- (e) *Swap Transaction*

The Interest Rate Swap Agreement mitigates part of the interest rate risk arising from potential future increases of the interest rate applicable to the Notes (1-month EURIBOR) above the interest rate applicable under the fixed Credits. The main terms and conditions of the Interest Rate Swap Agreement are described in section 3.4.8.1 of this Additional Information.

The Fund has not entered into and will not enter into any kind of hedging instrument save as expressly permitted by Article 21 (2) of the EU Securitisation Regulation.

The Initial Receivables do not include derivatives and the Additional Receivables shall not include derivatives.

Additionally, there is no currency risk given that both the Receivables and the Notes are denominated in the same currency (€).

- (f) Amounts invested in the Transaction Account earn interest at a rate determined from time to time under the Bank Accounts Agreement

The amounts deposited in the Transaction Account will accrue, an interest equivalent to €STR – 40 bp. Any interest paid by the Accounts Bank in respect of amounts deposited in the Transaction Account will be applied as Interest Available Funds.

### 3.4.2.2. **Cash Reserve Fund**

A ledger designated the “**Cash Reserve Ledger**” shall be established and maintained by the Issuer as part of the Transaction Account for the purpose of holding the Cash Reserve Fund. Any failure to maintain the Cash Reserve Fund at the Cash Reserve Required Amount on any Payment Date shall be an Early Amortisation Event.

On the Disbursement Date, the Issuer shall use part of the proceeds of the issuance of the Class J Notes to credit the Cash Reserve Ledger in an amount equal to the Initial Cash Reserve Required Amount. Thereafter amounts of Interest Available Funds shall be credited to the Cash Reserve Ledger of the Transaction Account in accordance with the Priorities of Payments.

Prior to the approval of an Enforcement Resolution, monies standing to the credit of the Cash Reserve Fund will be applied on any Payment Date to:

- (a) *first*, fund any Revenue Shortfall; and
- (b) *second*, where the amount standing to the credit of the Cash Reserve Fund on a Payment Date is greater than the Cash Reserve Required Amount on such Payment Date (after deducting any repayments to be made on such Payment Date), any Cash Reserve Release Amount will form part of Interest Available Funds on such Payment Date.

“**Cash Reserve Fund**” means the cash reserve fund, operated and maintained by the Management Company on behalf of the Issuer and funded on the Disbursement Date in an amount equal to the Initial Cash Reserve Required Amount using part of the proceeds of the issuance of the Class J Notes and thereafter from Interest Available Funds in accordance with the Pre-Enforcement Priority of Payments.

“**Cash Reserve Release Amount**” means:

- (a) on any Payment Date before the earlier of the Notes Maturity Date, an amount equal to the amount recorded on the Cash Reserve Ledger as the Cash Reserve Fund and standing to the credit of the Transaction Account, less the Cash Reserve Required Amount on the immediately preceding Determination Date; and
- (b) on the Notes Maturity Date, an amount equal to the amount recorded on the Cash Reserve Ledger as the Cash Reserve Fund and standing to the credit of the Transaction Account.

“**Cash Reserve Required Amount**” means:

- (a) on the Disbursement Date, an amount equal to €3,128,750.00 (the “**Initial Cash Reserve Required Amount**”);
- (b) on each Determination Date thereafter while any of the Class A Notes, Class B Notes, Class C Notes and Class D Notes are outstanding, an amount equal to 1.25 per cent. of the aggregate Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes and Class D Notes on such date prior to deducting any repayments to be made on the related Payment Date; and

- (c) on each Determination Date after the Class A Notes, Class B Notes, Class C Notes and Class D Notes are fully repaid, zero.

### **3.4.2.3. Pre-Funding Reserve Fund**

A ledger designated the “**Pre-Funding Reserve Ledger**” shall be established and maintained by the Issuer as part of the Transaction Account for the purpose of holding the Pre-Funding Reserve Fund. On the Disbursement Date, it is expected that the Issuer will credit an amount equal to €12,862,515 to the Pre-Funding Reserve Fund using part of the proceeds of the issuance of the Notes.

The Issuer will only be entitled to apply amounts (if any) standing to the credit of the Pre-Funding Reserve Fund towards the purchase of Additional Receivables on each Purchase Date during the Revolving Period after using Principal Available Funds applied in accordance with item (2) of the Revolving Period Principal Priority of Payments.

If the amount standing to the credit of the Pre-Funding Reserve Fund as at the sixth Payment Date exceeds €500,000, then that full amount will be applied in redemption of each outstanding Class of Notes *pari passu* and *pro rata* according to their respective Principal Amounts Outstanding on that Payment Date prior to the application of Principal Available Funds in accordance with the applicable Priority of Payments on that Payment Date, and that amount will not be made part of the Principal Available Funds on that Payment Date.

If the amount standing to the credit of the Pre-Funding Reserve Fund as at the sixth Payment Date is equal to or less than €500,000, then that amount will be applied as Principal Available Funds in accordance with the applicable Priority of Payments on that Payment Date.

### **3.4.2.4. Principal Deficiency Ledger**

A Principal Deficiency Ledger comprising five (5) sub-ledgers, being the Class A Notes Principal Deficiency Ledger, the Class B Notes Principal Deficiency Ledger, the Class C Notes Principal Deficiency Ledger, the Class D Notes Principal Deficiency Ledger and the Class J Notes Principal Deficiency Ledger respectively, will be established by the Management Company, acting for and on behalf of the Issuer, on the Disbursement Date and maintain thereafter in order to record (i) any Defaulted Amounts and (ii) any Principal Available Funds to applied to fund a Remaining Revenue Shortfall.

Any Defaulted Amounts and the application of any Principal Available Funds to meet a Remaining Revenue Shortfall shall:

- (a) firstly, be debited from the Class J Notes Principal Deficiency Ledger up to a maximum amount of €9,900,000 (such debit items then being recredited at item (11) of the Interest Priority of Payments);
- (b) once the Class J Notes Principal Deficiency Ledger has reached its limit, be debited from the Class D Notes Principal Deficiency Ledger up to the Principal Amount Outstanding of the Class D Notes (such debit items then being recredited at item (10) of the Interest Priority of Payments);
- (c) once the Class D Notes Principal Deficiency Ledger has reached its limit. be debited from the Class C Note Principal Deficiency Ledger up to the Principal Amount Outstanding of the Class C Notes (such debit items being recredited at item (8) of the Interest Priority of Payments);
- (d) once the Class C Notes Principal Deficiency Ledger has reached its limit. be debited from the Class B Notes Principal Deficiency Ledger up to the Principal Amount Outstanding of the Class B Notes (such items to be recredited at item (6) of the Interest Priority of Payments); and

- (e) once the Class B Notes Principal Deficiency Ledger has reached its limit, be debited from the Class A Notes Principal Deficiency Ledger up to the Principal Amount Outstanding of the Class A Notes (such items to be recredited at item (4) of the Interest Priority of Payments, as applicable).

The Management Company shall ensure that the Principal Deficiency Ledger be debited and credited on each Payment Date in accordance with the Interest Priority of Payments.

### **3.4.3. Risk retention requirement**

#### **3.4.3.1. EU Retention Requirement**

The Seller, as Originator, will undertake in the Deed of Incorporation and the Management, Placement and Subscription Agreement to retain, on an ongoing basis, a material net economic interest in the securitisation of not less than 5% in accordance with Article 6(1) of the EU Securitisation Regulation and Article 6(1) of the UK Securitisation Regulation as in effect and applicable on the Incorporation Date by retaining the first loss tranche so that the retention equals in total not less than 5% of the nominal value of the securitized exposures (being the Class J Notes) in accordance with Article 6(3)(d) of the EU Securitisation Regulation, as supplemented by article 7 of the Delegated Regulation 2023/2175 and Article 6(3)(d) of the UK Securitisation Regulation as in force and applicable on the Incorporation Date.

In addition, the Seller has undertaken that the material net economic interest held by it shall not be subject to any credit-risk mitigation or hedging, in accordance with Article 6(1) of the EU Securitisation Regulation and Article 6(1) of the UK Securitisation Regulation, except as permitted by the Delegated Regulation 2023/2175 (or any related regulation) and the UK Securitisation Regulation (or any related rules).

The retention option and methodology used to calculate the net economic interest will not change, unless such change is required due to exceptional circumstances and that change is not used as a means to reduce the amount of the retained interest, in which case such change will be appropriately disclosed to Noteholders and published on the following website [www.imtutilizacion.com](http://www.imtutilizacion.com).

The Deed of Incorporation will include a representation and warranty and undertaking of the Originator as to its compliance with the requirements set forth in Article 6(1) of the EU Securitisation Regulation and Article 6(1) of the UK Securitisation Regulation as in force and applicable on the Incorporation Date. In addition to the information set out herein and forming part of this Prospectus, the Originator has undertaken to make available materially relevant information to investors so that investors are able to verify compliance with Article 6 of the EU Securitisation Regulation and Article 6(1) of the UK Securitisation Regulation as in force and applicable on the Incorporation Date in accordance with Article 7 of the EU Securitisation Regulation or Article 7 of the UK Securitisation Regulation (as applicable), as set out in section 4.2.1 of this Additional Information. In particular, the quarterly reports shall include information about the risk retained pursuant to article 6(1) of the EU Securitisation Regulation, including information on which of the modalities of retention have been applied as provided for in article 6(3) of the EU Securitisation Regulation pursuant to paragraph to 1(e)(iii) of article 7 of the EU Securitisation Regulation.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above and generally, in this Prospectus, for the purposes of complying with each of the provisions described above and any corresponding implementing measures which may be applicable. In addition, each prospective Noteholder should ensure that they comply with the implementing provisions in respect of the EU Securitisation Regulation or, as applicable, the UK Securitisation Regulation.

Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

### 3.4.3.2. **US Risk Retention**

Section 941 of the Dodd-Frank Act amended the Exchange Act to generally require the “securitiser” of a “securitisation transaction” to retain at least five per cent (5%) of the “credit risk” of “securitised assets”, as such terms are defined for purposes of that statute, and generally prohibit a securitiser from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitiser is required to retain. Final rules implementing the statute (the “**U.S. Risk Retention Rules**”) came into effect on 24 December 2016 with respect to non-RMBS securitisations. The U.S. Risk Retention Rules provide that the securitiser of an asset backed securitisation is its sponsor. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The Seller does not intend to retain at least five per cent (5%) of the credit risk of the securitised assets for the purposes of the U.S. Risk Retention Rules and the issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules. The Seller intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the United States Securities Act; (2) no more than ten per-cent (10%) of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as Risk Retention U.S. Persons); (3) neither the sponsor nor the issuer is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than twenty-five per cent (25%) of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

The Seller has advised the Fund that it has not acquired, and it does not intend to acquire more than twenty-five per cent (25%) of the assets from an affiliate or branch of the Seller or the Fund that is chartered, incorporated, organised or located in the United States.

Prior to any Notes which are issued by the Fund and offered and sold by the Joint Lead Managers being purchased by, or for the account or benefit of, any Risk Retention U.S. Person, the purchaser of such Notes must first disclose to the Seller and the Joint Lead Managers that it is a Risk Retention U.S. Person and obtain the written consent of the Seller in the form of a U.S. Risk Retention Consent. Prospective investors should note that the definition of “U.S. person” in the U.S. Risk Retention Rules is different from the definition of “U.S. person” under Regulation S. The definition of U.S. person in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to clauses (ii) and (viii), which are different than comparable provisions from Regulation S.

Under the U.S. Risk Retention Rules, and subject to limited exceptions, “U.S. person” means any of the following:

- (a) any natural person resident in the United States;
- (b) any partnership or corporation organised or incorporated under the laws of the United States;
- (c) any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);
- (d) any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);
- (e) any agency or branch of a foreign entity located in the United States;

- (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);
- (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and
- (h) any partnership, corporation, limited liability company, or other organisation or entity if:
  - (i) organised or incorporated under the laws of any foreign jurisdiction; and
  - (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the United States Securities Act.

Consequently, the Notes may not be purchased by any person except for (a) persons that are not Risk Retention U.S. Persons or (b) persons that have obtained a U.S. Risk Retention Consent from the Seller where such purchase falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules. Each holder of a Note or a beneficial interest therein acquired in the initial syndication of the Notes on the issue date, by its acquisition of a Note or a beneficial interest in a Note, will be deemed, and, in certain circumstances, will be required to represent to the Issuer, the Seller, the Management Company, the Arranger and/or the Joint Lead Managers that it (1) either (i) is not a Risk Retention U.S. Person or (ii) it has obtained a U.S. Risk Retention Consent, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules described herein).

The Seller has advised the Issuer that it will not provide a U.S. Risk Retention Consent to any investor if such investor's purchase would result in more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) (as determined by fair value under US GAAP) of all Classes of Notes to be sold or transferred to Risk Retention U.S. Persons on the Disbursement Date.

There can be no assurance that the requirement to request the Seller to give its prior written consent to any Notes which are offered and sold by the Joint Lead Managers being purchased by, or for the account or benefit of, any Risk Retention U.S. Person will be complied with or will be made by such Risk Retention U.S. Persons.

There can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. No assurance can be given as to whether a failure by the Seller to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) may give rise to regulatory action which may adversely affect the Notes or the market value of the Notes. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by the Seller to comply with the U.S. Risk Retention Rules could therefore negatively affect the market value and secondary market liquidity of the Notes.

None of the Arranger, the Joint Lead Managers, the Seller, the Fund or any of their affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the issue date or at any time in the future. Investors should consult their own advisors as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.



**3.4.4. Details of any financing of subordinated debt finance**

Not applicable.

**3.4.5. Specification of any investment parameter for the investment of temporary liquidity surpluses and description of the parties responsible for the said investment****3.4.5.1. Fund Accounts**

On the Incorporation Date, the Management Company, in the name and on behalf of the Fund will enter into a reinvestment agreement (the "**Bank Accounts Agreement**") with Banco Santander (the "**Accounts Bank**"), under which both parties have (i) regulated the terms and conditions of the Transaction Account; and (iii) to set out the events which may trigger the opening of the Swap Collateral Account.

**Transaction Account**

All monies received by the Issuer will be deposited in the Transaction Account. On or prior to each Payment Date, all amounts standing to the credit of the Transaction Account on the Determination Date immediately preceding such Payment Date will be applied as Available Funds in accordance with the relevant Priorities of Payments, save for (i) amounts credited to the Cash Reserve Ledger and (ii) Principal Collections amounts used to pay Purchase Price of Additional Receivables offered during the month, which will be retained in the Transaction Account unless the Management Company determines that there is a Revenue Shortfall on such Payment Date or that there is any Cash Reserve Release Amount in respect of such Payment Date.

Pursuant to the Bank Accounts Agreement, the amounts to be credited in the Transaction Account will include, but are not limited to, the following:

- (a) Collections from the Receivables;
- (b) any other amounts corresponding to the Receivables, and to the disposal or use of assets awarded, or under provisional administration and possession of the assets during enforcement proceedings, as well as all possible rights and compensations, including those arising from any ancillary right to the Receivables, but excluding fees;
- (c) the amount which constitutes the Cash Reserve Fund at any time, as described in section 3.4.2.2 of this Additional Information;
- (d) the amount which constitutes the Pre-Funding Reserve Fund at any time, as described in section 3.4.2.3 of this Additional Information;
- (e) all amounts due and payable to the Issuer in respect of such Payment Date under the terms of the Swap Transaction (if and to the extent paid) other than (i) any Swap Collateral received from the Swap Counterparty pursuant to the Interest Rate Swap Agreement, (ii) any interest or distributions on, and any liquidation or other proceeds of, such collateral or other Collateral Amounts, (iii) any Replacement Swap Premium received by the Issuer from a replacement Swap Counterparty, (iv) any Swap Tax Credit Amount, and (v) any termination payment received by the Issuer from the Swap Counterparty pursuant to the Swap Transaction;
- (f) the amount which constitutes any Swap Collateral Account Surplus;
- (g) the amounts of the returns obtained on actual Transaction Account balances, if any; and



- (h) the amounts of interim withholdings on the return on investments to be effected on each relevant Payment Date on the Note interest paid by the Fund, until due for payment to the Tax Administration, if any.

All collections and payments during the entire life of the Fund will be centralised in the Transaction Account.

On or about the Disbursement Date:

- (a) the effective subscription price of the Notes issued will be deposited in the Transaction Account;
- (b) the following items will be paid out of the amounts deposited in the Transaction Account:
  - (i) the Initial Consideration of the Initial Receivables; and
  - (ii) the initial expenses of the incorporation of the Fund and the issuance of the Notes. For clarification purposes, payments of these expenses will be paid as soon as each expense becomes due and payable.

The Accounts Bank, in accordance with the instructions received from the Management Company, shall apply the balance existing in the Transaction Account on each Payment Date in accordance with the relevant Priorities of Payments.

#### **Swap Collateral Account**

As soon as the Management Company becomes aware of the occurrence of a Swap Counterparty Downgrade Event (as this term is defined in section 3.4.8.1 of the Additional Information), the Management Company shall initiate arrangements to open the Swap Collateral Account with the Account Bank. The Swap Collateral Account shall be opened and operational within five (5) Business Days thereafter, provided that failure to open the relevant Swap Collateral Account shall not affect the relevant obligation under the Interest Rate Swap Agreement to post Swap Collateral in accordance with its terms.

Pursuant to the Bank Accounts Agreement, the Swap Collateral Account will be credited with (i) any Swap Collateral received from the Swap Counterparty pursuant to the Interest Rate Swap Agreement, (ii) any interest or distributions on, and any liquidation or other proceeds of, such collateral, (iii) any Replacement Swap Premium received by the Issuer from a replacement Swap Counterparty, (iv) any Swap Tax Credit Amount, and (v) any termination payment received by the Issuer from the Swap Counterparty pursuant to the Swap Transaction; and out of which amounts shall be paid in accordance with the Swap Collateral Account Priority of Payments.

Cash standing to the credit of the Swap Collateral Account (including interest) shall not be available funds (except as otherwise foreseen in section 3.4.7 of the Additional Information) for the Fund to make payments in accordance with the relevant Priority of Payments.

#### **Interest**

- (a) *Remuneration of the Transaction Account*

On the Disbursement Date and until a change on its remuneration has occurred, the amounts deposited in the Transaction Account will accrue, an interest equivalent to €STR – 40 bp (the "**Remuneration Interest Rate**"). However, in the event that such resulting rate falls below 0 (zero), the applicable interest will be equal to zero per cent (0.00%).

The parties to the Bank Accounts Agreement may agree to update, on an annual basis, the Remuneration Interest Rate, or before that date if market conditions change significantly.

For the purposes of calculating the interest remuneration, the term of the Transaction Account shall be divided into successive monthly periods (each, an “**Accrual Period**”) commencing on the last day of each calendar month (inclusive) and ending on the last day of the following month (exclusive), except for the first Accrual Period, which shall commence on the Incorporation Date (inclusive) and end on the last day of the calendar month of the Incorporation Date (exclusive).

The accrued interest shall be settled in the Transaction Account, being its value date the last day of each Accrual Period.

For clarification purposes, the formula applicable for the calculation of the remuneration of the Transaction Account accrued during each Accrual Period shall be as follows:

$$I = \frac{N \times C \times d}{365}$$

where:

- I = amounts to be paid into the Transaction Account, accrued for the amounts deposited in the Transaction Account during each Accrual Period.
- N = average daily balance deposited in the Transaction Account during the relevant Accrual Period, calculated as follows: the sum of each day’s balance divided by the total calendar days of the relevant Accrual Period.
- C = annual Remuneration Interest Rate as a percentage.
- d = total calendar days of the relevant Accrual Period

For the purposes of this Section, the “**€STR**” (Euro-Short Term Rate) shall mean the reference interest rate reflecting overnight lending transactions of banks within the Eurozone on the penultimate business day of the Accrual Period and published on the last business day of the Accrual Period. For the purposes of this Section, a business day is any day that is not a Saturday, a Sunday or a bank holiday according to the real time gross settlement system (T2) operated by the Eurosystem (or any successor system thereto).

In the absence of a rate as referred to in the preceding paragraph, the €STR shall be deemed to be the last €STR applicable in accordance with the provisions of this clause.

Banco Santander will send evidence to the Management Company with the applicable €STR for each Accrual Period (both from the Bloomberg and Reuters platforms) by e-mail on each date on which the same is determined, i.e. on the last Business Day of each Accrual Period. By way of clarification, the European Central Bank (ECB) publishes the €STR at 08:00 a.m. on each TARGET business day on the basis of transactions entered into and settled on the preceding TARGET business day. This interest rate must be accepted by the Management Company, unless an error is made in its determination.

In accordance with the provisions of article 61.k) of the CIT Regulation, the return obtained by the Fund in relation to the Transaction Account shall not be subject to withholding tax.

(b) Change of remuneration of the Transaction Account

Notwithstanding the provisions set out above, the Transaction Account can change its remuneration in accordance with the terms and conditions of the Bank Accounts Agreement, in which case the new interest rate will be reported by Banco Santander, or the Management Company, as the case may be, to the rest of the parties (including the Rating Agencies). If the remuneration is negative, this will be considered a Fund expense.

**Resignation and replacement of the Accounts Bank**(a) Downgrade event as per Rating Agencies Criteria

In the event that the rating of the Accounts Bank or of the replacing entity in which the Fund Accounts are opened is downgraded, at any time during the life of the Notes issue:

- (i) below the long-term, unsecured, unguaranteed and unsubordinated debt rating of at least "A" according to S&P (the "**S&P Accounts Bank Minimum Rating**"); or
- (ii) below "A" according to the minimum MDBRS rating (the "**MDBRS Accounts Bank Minimum Rating**") which shall be the higher of:
  - (1) if the institution has a long-term critical obligation rating (COR) from MDBRS, the higher of (i) a rating one notch below such COR, (ii) the institution's issuer rating or long-term senior unsecured debt rating and (iii) the institution's long-term deposit rating;
  - (2) if a long-term COR is not available from MDBRS on the institution, the higher of (i) the institution's issuer rating (if available), (ii) its long-term senior unsecured debt rating and (iii) its deposit rating; and
  - (3) if MDBRS does not maintain a public rating for the institution, the private rating or internal assessment performed by MDBRS;

the Management Company shall, after notifying the Rating Agencies, adopt one of the options described below to allow an appropriate level of guarantee to be maintained with respect to the commitments relating to the Fund Accounts, in order for the ratings given to the Rated Notes by the Rating Agencies not to be adversely affected:

- (i) within sixty (60) calendar days from the day of the occurrence of any of the abovementioned events, obtain from an institution with an:
  - (1) S&P Accounts Bank Minimum Rating or higher rating; and/or
  - (2) MDBRS Accounts Bank Minimum Rating or higher rating;

an unconditional and irrevocable first demand guarantee securing, upon request of the Management Company, the timely performance by the account holder of its obligation to repay the amounts deposited therein, for as long as the account holder remains downgraded;
- (ii) within sixty (60) calendar days from the day of the occurrence of any of the abovementioned events, transfer the Fund Accounts to an institution with an:
  - (1) S&P Accounts Bank Minimum Rating or higher rating; and/or

- (2) MDBRS Accounts Bank Minimum Rating or higher rating;

and the Management Company will arrange the highest possible return for the balance of the Fund Accounts, which may be lower, equal to or higher than that arranged with the Accounts Bank (or the replacing entity in which the Fund Accounts are opened).

In this regard, the Accounts Bank (or the replacing entity in which the Fund Accounts are opened) shall irrevocably agree to notify the Management Company of any change or removal of its rating given by the Rating Agencies, forthwith upon that occurrence throughout the life of the Rated Notes issue.

(b) Termination by the Accounts Bank

The Accounts Bank, at any time, may terminate the Accounts Bank Agreement by giving at least two (2) months' prior written notice to the Management Company, provided that:

- (i) another entity with similar financial characteristics and with a credit rating of, at least, those ratings mentioned in section (a) above, and accepted by the Management Company (acceptance which may not be unreasonably withheld), replaces the Accounts Bank as regards the duties undertaken by virtue of the Accounts Bank Agreement;
- (ii) notice is given to the CNMV and the Rating Agencies;
- (iii) the Rating Agencies shall have been given prior notice to such substitution and such substitution shall not entail the downgrade or withdrawal of any of the ratings assigned to the Rated Notes, which shall be confirmed in writing by the Rating Agencies; and
- (iv) such substitution is made in compliance with the then applicable laws and regulations.

(c) Voluntary termination by the Management Company

The Management Company is entitled to substitute at its sole discretion the Accounts Bank, if it notifies the Accounts Bank in writing at least one (1) month in advance of the envisaged termination date and provided that:

- (i) one (1) year has elapsed since the date of the Accounts Bank Agreement;
- (ii) another entity with similar financial characteristics and with a credit rating of, at least, those ratings mentioned in section (a) above, replaces the Accounts Bank as regards the duties undertaken by virtue of the Accounts Bank Agreement;
- (iii) notice is given to the CNMV and the Rating Agencies;
- (iv) the Rating Agencies shall have been given prior notice to such substitution and such substitution shall not entail the downgrade or withdrawal of any of the ratings assigned to the Rated Notes, which shall be confirmed in writing by the Rating Agencies; and
- (v) such substitution is made in compliance with the then applicable laws and regulations.

(d) Mandatory replacement

The Management Company shall substitute the Accounts Bank at any time provided that:

- (i) the Accounts Bank has defaulted on its obligations under the Accounts Bank Agreement or the replacement is otherwise motivated by significant causes that may adversely affect the interests of the Noteholders;
- (ii) another entity with similar financial characteristics and with a credit rating of, at least, those ratings mentioned in section (a) above, replaces the Accounts Bank as regards the duties undertaken by virtue of the Accounts Bank Agreement;
- (iii) notice is given to the CNMV and the Rating Agencies;
- (iv) the Rating Agencies shall have been given prior notice to such substitution and such substitution shall not entail the downgrade or withdrawal of any of the ratings assigned to the Rated Notes, which shall be confirmed in writing by the Rating Agencies; and
- (v) such substitution is made in compliance with the then applicable laws and regulations.

(e) Costs and expenses derived from the replacement

All costs, expenses and taxes incurred due to the execution and formalisation of the previous options will be borne by the Fund, as Extraordinary Expenses.

**3.4.6. How payments are collected in respect of the Receivables**

The Seller (and where relevant, the Servicer and/or the Back-Up Servicer when acting as Servicer, if applicable according to section 3.7.1.17 of the Additional Information) is obliged to procure the transfer of Collections to the Transaction Account within one Business Day following settlement in the relevant Receivable of the amounts receipt as cleared funds into the relevant Collection Account (or, in the case of Collections received from but excluding the Initial Assignment Cut-Off Date to and excluding the Incorporation Date, within three (3) Business Days following the Disbursement Date), excluding (i) the Retention Amount, and (ii) Collections which are received by the Issuer after the repurchase cut-off date in respect of any Receivables repurchased by the Seller in accordance with section 2.2.9 of the Additional Information **provided further that**, where the Seller (or the Servicer on its behalf) has been unable to transfer such Collections within such period as a result of operational failure, then the Seller or Servicer shall transfer such Collections no later than the second Business Day following receipt of cleared funds into the relevant Collection Accounts.

The Seller (and where relevant, the Servicer and/or the Back-Up Servicer when acting as Servicer, if applicable) will not pay to the Fund, in any case, any amount from the Obligors in respect of the Credits that it has not previously effectively received and has been able to (or should have been able to) settle to the relevant Receivable.

**Rating Agencies Criteria for the Collection Accounts Banks**

In the event that the rating of any of the Collection Accounts Banks or of the additional entities in which the Collection Accounts are opened is downgraded, at any time during the life of the Notes issue:

- (a) below the long-term, unsecured, unguaranteed and unsubordinated debt rating of at least "BBB" according to S&P (the "**S&P Collection Bank Minimum Rating**"); or

- (b) below “BBB(low)” according to the minimum MDBRS rating (the “**MDBRS Collection Bank Minimum Rating**”) which shall be the higher of:
- (1) if the institution has a long-term critical obligation rating (COR) from MDBRS, the higher of (i) a rating one notch below such COR, (ii) the institution’s issuer rating or long-term senior unsecured debt rating and (iii) the institution’s long-term deposit rating;
  - (2) if a long-term COR is not available from MDBRS on the institution, the higher of (i) the institution’s issuer rating (if available), (ii) its long-term senior unsecured debt rating and (iii) its deposit rating; and
  - (3) if MDBRS does not maintain a public rating for the institution, the private rating or internal assessment performed by MDBRS;

The Seller shall not be entitled to (and shall ensure that the Servicer does not on its behalf) initiate the collection of any Transferred Receivables through the relevant Collection Account Bank that ceases to hold the required rating.

In the above scenario, the Seller (at its own cost and expense) shall within sixty (60) calendar days after the relevant Collection Account Bank ceases to hold the required rating, transfer the relevant Collection Account (or cause it to be transferred) to an institution with an:

- (a) S&P Collection Bank Minimum Rating or higher rating; and/or
- (b) MDBRS Collection Bank Minimum Rating or higher rating;

and to which, in respect of the identity of such bank, the Management Company, in the name and on behalf of the Fund, has given its consent, provided that the Seller may transfer the relevant Collection Account to another existing Direct Debit Collection Account or Special Collection Account without the Management Company’s consent. The Seller (or the Servicer on its behalf) shall take such action as is required to redirect payments into the replacement Collection Account or to notify Obligors to pay into such replacement Collection Account, as applicable.

**Powers of the holder of the Receivables in the case of breach by the Obligors or the Servicer of their obligations**

The Servicer will apply the same level of expertise, diligence and procedures for making a claim for the amounts due and unpaid on the Receivables as for the rest of credits contained in its portfolio.

In particular, once the relevant periods for out-of-court actions to obtain payment of unpaid amounts under the Receivables have elapsed without having recovered the relevant unpaid amounts, the Servicer will bring any legal actions required for such purposes pursuant to the Seller’s Guidelines and standard policies.

(a) Action against the Servicer

The Management Company, for and on behalf of the Fund, may take action against the Servicer where the breach of the obligation to pay any principal repayment and interest and any other Credit amounts paid by the Obligors due to the Fund does not result from default by the Obligors and is attributable to the Servicer.

The Servicer will not be liable for such actions in case such breach is caused as a consequence of the compliance by the Servicer with the instructions given by the Management Company.

(b) Actions in case of non-payment of the Credits

The Management Company, for and on behalf of the Fund, may take all the legal actions arising from the ownership of the Receivables, in accordance with the legislation in force.

For the above purposes, the Management Company as responsible for servicing and managing the Receivables pursuant to article 26.1.b) of Law 5/2015, shall grant in the Deed of Incorporation a power of attorney as broad as permitted by law in favour of the Servicer, so that the Servicer, acting through any of its attorneys duly empowered for such purpose, following the instructions of the Management Company, in the name and on behalf of the latter, or in its own name albeit on behalf of the Management Company, as the authorised representative of the Fund, may demand any Obligors in or out of court to pay any overdue and unpaid amounts under the Credits and take legal action against the Obligors and, if applicable, any guarantors, in addition to any other powers required for the performance of its duties as Servicer. These powers may also be granted under a document separate from the Deed of Incorporation or may be expanded and modified, if necessary, for the performance of such duties.

Additionally, the Servicer undertakes to inform the Management Company, on behalf of the Fund, on a quarterly basis, of any payment defaults, early redemptions and, if any, adjustments of the interest rates and term of maturity and, if requested by the Management Company and in the manner agreed between the Servicer and the Management Company, to provide information regarding payment demands, certified notices given to the Obligors, legal actions, and any other circumstances affecting the Receivables, including any documents that the Management Company may need for the purposes of bringing or continuing any legal actions.

The Servicer shall commence the relevant legal proceedings in accordance with the Seller's Guidelines and standard policies. For further information, please refer to section 2.2.7 of the Additional Information.

**3.4.7. The order of priority of payments made by the issuer to the holders of the class of securities in question.****3.4.7.1. Source and application of funds on the Disbursement Date and until the First Payment Date, excluded***(i) Source:*

- (a) The Fund shall receive funds for the disbursement of the subscription price of the Notes.

*(ii) Application:*

The Management Company shall then apply the funds described above to make the following payments:

- (a) Payment of the Initial Consideration of the Initial Receivables.
- (b) Payments of expenses incurred in the incorporation of the Fund and the issue and admission of the Notes, which will be paid as soon as each expense becomes due and payable.
- (c) Funding of (i) the Pre-Funding Reserve Fund in an amount equal to €12,862,515 and (ii) in an aggregate amount equal to the Class J Notes Expenses Portion, the Cash Reserve Fund up to the Initial Cash Reserve Required Amount.

**3.4.7.2. Source and application of the funds from the First Payment Date, inclusive, until the last Payment Date, the occurrence of an Accelerated Amortisation Event or the liquidation of the Fund, excluded**

**3.4.7.2.1. *Pre-enforcement Interest Priority of Payments***

(i) Source

The funds available to comply with the Fund's payment obligations (the "**Interest Available Funds**") pursuant to the Interest Priority of Payments, and calculated on the Determination Date immediately preceding the relevant Payment Date shall consist of (without double counting):

- (a) Finance Charge Collections received by the Issuer during the Determination Period immediately preceding such Determination Date;
- (b) excess funds from the Class J Notes Expenses Portion;
- (c) any monies standing to the credit of the Cash Reserve Fund which are applied to make up a Revenue Shortfall;
- (d) any Principal Available Funds applied to remedy a Remaining Revenue Shortfall;
- (e) any Cash Reserve Release Amounts;
- (f) any accrued interest credited to the Transaction Account since the Determination Date relating to the previous Payment Date (or the Incorporation Date, in respect of the First Payment Date);
- (g) all amounts due and payable to the Issuer in respect of such Payment Date under the terms of the Swap Transaction (if and to the extent paid) other than (i) any Swap Collateral received from the Swap Counterparty pursuant to the Interest Rate Swap Agreement, (ii) any interest or distributions on, and any liquidation or other proceeds of, such collateral or other Collateral Amounts, (iii) any Replacement Swap Premium received by the Issuer from a replacement Swap Counterparty, (iv) any Swap Tax Credit Amount, and (v) any termination payment received by the Issuer from the Swap Counterparty pursuant to the Swap Transaction, which, in each case, will not be available to the Issuer to make payments to its creditors generally, but may only be applied in accordance with the terms of the Swap Transaction and the Swap Collateral Account Priority of Payments. For the avoidance of doubt, no funds standing to the credit of the Swap Collateral Account will be part of the Interest Available Funds (other than any Swap Collateral Account Surplus);
- (h) any Defaulted Call Repurchase Price paid by the Seller to the Issuer in respect of a repurchase of a Defaulted Receivable pursuant to section 2.2.9.3 of the Additional Information during the Determination Period immediately preceding such Payment Date in circumstances where the Principal Deficiency Ledger has been debited in respect of such Defaulted Receivable; and
- (i) any Swap Collateral Account Surplus.

(ii) Application

The Interest Available Funds shall be applied on each Payment Date to meet the following payment obligations of the Fund (the "**Interest Priority of Payments**"):

- (1) *first*, in or towards satisfaction of, the FT Fees which are due on such Payment Date.



- (2) *second*, in or towards payment of any one-off and/or periodic amount due to the Swap Counterparty under the Interest Rate Swap Agreement, including, amongst others, payment of the amount determined pursuant to the Interest Rate Swap Agreement in case of early termination if (1) such amount is payable by the Issuer to the Swap Counterparty, (2) the Swap Counterparty is not a Defaulting Party in respect of an Event of Default or not the sole Affected Party in respect of an Additional Termination Event (in each case, as such term is defined in the Interest Rate Swap Agreement) and (3) there is no available collateral deposited in the Swap Collateral Account for such payment (once the collateral posted by the substituted Swap Counterparty has been returned and the Issuer has received any Replacement Swap Premium from the replacement Swap Counterparty (if any)) but excluding any Swap Junior Payments (as defined below) (the "**Swap Senior Payments**").
- (3) *third*, in or towards the payment of any interest due and payable on the Class A Notes;
- (4) *fourth*, in or towards credit to the Class A Notes Principal Deficiency Ledger until the balance of the Class A Notes Principal Deficiency Ledger has reached zero;
- (5) *fifth*, in or towards the payment of any interest (including Deferred Interest) due and payable on the Class B Notes;
- (6) *sixth*, in or towards credit to the Class B Notes Principal Deficiency Ledger until the balance of the Class B Notes Principal Deficiency Ledger has reached zero;
- (7) *seventh*, in or towards the payment of any interest (including Deferred Interest) due and payable on the Class C Notes;
- (8) *eighth*, in or towards credit to the Class C Notes Principal Deficiency Ledger until the balance of the Class C Notes Principal Deficiency Ledger has reached zero;
- (9) *ninth*, in or towards the payment of any interest (including Deferred Interest) due and payable on the Class D Notes;
- (10) *tenth*, in or towards credit to the Class D Notes Principal Deficiency Ledger until the balance of the Class D Notes Principal Deficiency Ledger has reached zero;
- (11) *eleventh*, in or towards credit to the Class J Notes Principal Deficiency Ledger until the balance of the Class J Notes Principal Deficiency Ledger has reached zero;
- (12) *twelfth*, in or towards credit to the Cash Reserve Ledger of the Transaction Account of an amount equal to the shortfall between the amounts standing to the credit of the Cash Reserve Ledger of the Transaction Account and the Cash Reserve Required Amount;
- (13) *thirteenth*, in or towards payment of the amount determined pursuant to the Interest Rate Swap Agreement in case of early termination if (1) it is payable by the Issuer to the Swap Counterparty, (2) the Swap Counterparty is a Defaulting Party in respect of an Event of Default or the sole Affected Party in respect of an Additional Termination Event (as such terms are defined in the Interest Rate Swap Agreement) and (3) there is no available collateral deposited in the Swap Collateral Account for such payment (once the collateral posted by the substituted Swap Counterparty has been returned and the Issuer has received any Replacement Swap Premium from the replacement Swap Counterparty (if any)) (the "**Swap Junior Payments**");

- (14) *fourteenth* in or towards the payment of any interest (including Deferred Interest) due and payable on the Class J Notes;
- (15) *fifteenth*, in or towards repayment of principal on the Class J Notes until the total amount repaid under this item (15) is equal to the Class J Notes Expenses Portion;
- (16) *sixteenth*, in or towards repayment of principal on the Class J Notes until the total amount repaid under this item (16) is equal to the amount by which the Initial Cash Reserve Required Amount exceeds the Cash Reserve Required Amount as at that Payment Date;
- (17) *seventeenth*, in or towards payment of the Seller's Variable Remuneration.

### **3.4.7.2.2. Pre-Enforcement Principal Priority of Payments**

(i) Source

The funds available to comply with the Fund's payment obligations (the "**Principal Available Funds**") pursuant to the Pre-Enforcement Principal Priority of Payments, and calculated on the Determination Date immediately preceding the relevant Payment Date shall consist of (without double counting):

- (a) Principal Collections received during the Determination Period immediately preceding such Determination Date plus any principal amounts of the Repurchase Price paid by the Seller, if any, less any amounts used for purchases purposes made on or prior the Determination Date plus any Unapplied Amounts retained in the Transaction Account at the beginning of such Determination Period;
- (b) any Interest Available Funds applied to cure any debit entries pursuant to items (4), (6), (8), (10) and (11) of the Interest Priority of Payments to be credited to the Principal Deficiency Ledger in respect of such Payment Date;
- (c) on the sixth Payment Date, if the amount standing to the credit of the Pre-Funding Reserve Fund as at that Payment Date is equal to or less than €500,000, all amounts standing to the credit of the Pre-Funding Reserve Fund;
- (d) on the Payment Date on which the Class D Notes are to be redeemed in full, all amounts standing to the credit of the Cash Reserve Fund after application in accordance with item (c) of the definition of "Interest Available Funds";
- (e) any remaining Principal Available Funds set aside on the immediately preceding Payment Date pursuant to item (2) of the Revolving Period Principal Priority of Payments to the extent not applied towards the purchase of Transferred Receivables prior to the current Payment Date; and
- (f) the amounts credited or to be credited to the Transaction Account in respect of section 4.4.3.2 of the Registration Document and section 2.2.9 of the Additional Information during the Determination Period immediately preceding such Payment Date (or in respect of a Call Option or Clean-Up Call Option, on or prior to such Payment Date), other than any Defaulted Call Repurchase Price paid by the Seller to the Issuer in respect of a repurchase of a Defaulted Receivable in circumstances where the Principal Deficiency Ledger has been debited in respect of such Defaulted Receivable.

For the purposes of this section, "**Unapplied Amounts**" means the Principal Collections paid to the Issuer during the Revolving Period, not reinvested in the

purchase of Additional Receivables, and retained in the Transaction Account to be invested in the future on the purchase of Additional Receivables.

(ii) Application

The Issuer will apply Principal Available Funds for the purposes of making principal payments in respect of the Notes and paying the amounts due and payable under the Transaction Documents in accordance with the relevant Priorities of Payments set forth below:

**Revolving Period Principal Priority of Payments**

On each Payment Date relating to a Determination Period that falls during the Revolving Period, the Principal Available Funds shall be applied on each Payment Date to meet the following payment obligations of the Fund (the "**Revolving Period Principal Priority of Payments**"):

- (1) *first*, in or towards application of an amount equal to the Remaining Revenue Shortfall on that Payment Date as Interest Available Funds; and
- (2) *second*, the remaining Principal Available Funds applied in or towards retention in the Transaction Account for the purposes of making payment of the Purchase Price of the Additional Receivables to be purchased by the Fund on subsequent Purchase Dates prior to the immediately following Payment Date,

and, to the extent that Issuer (or the Management Company on its behalf) is instructed by the Servicer to not retain in the Transaction Account the amount set out in paragraph (2) above, or there is excess Principal Available Funds following application of such paragraph, then the Principal Available Funds to be applied:

- (3) *third*, in or towards repayment of principal on the Class A Notes until redeemed in full;
- (4) *fourth*, in or towards repayment of principal on the Class B Notes until redeemed in full;
- (5) *fifth*, in or towards repayment of principal on the Class C Notes until redeemed in full;
- (6) *sixth*, in or towards repayment of principal on the Class D Notes until redeemed in full;
- (7) *seventh*, in or towards repayment of principal on the Class J Notes until redeemed in full.

**Amortisation Period Principal Priority of Payments**

On each Payment Date falling after (i) the Specified Revolving Period End Date or (ii) the date of occurrence of an Early Amortisation Event, the Principal Available Funds shall be applied on each Payment Date to meet the following payment obligations of the Fund (the "**Amortisation Period Principal Priority of Payments**"):

- (1) *first*, in or towards application of an amount equal to the Remaining Revenue Shortfall on that Payment Date as Interest Available Funds;
- (2) *second*, to redeem the principal Class A Notes until redeemed in full;
- (3) *third*, once the Class A Notes have been redeemed in full, to redeem the principal

of the Class B Notes until redeemed in full;

- (4) *fourth*, once the Class B Notes have been redeemed in full, to redeem the principal of the Class C Notes until redeemed in full;
- (5) *fifth*, once the Class C Notes have been redeemed in full, to redeem the principal of the Class D Notes until redeemed in full;
- (6) *sixth*, once the Class D Notes have been redeemed in full, to redeem the principal of the Class J Notes until redeemed in full;
- (7) *seventh*, in application of any remaining Principal Available Funds as Interest Available Funds to be applied in accordance with the Interest Priority of Payments.

### 3.4.7.3. **Post-Enforcement Priority of Payments**

(i) Source

“**Post-Enforcement Available Funds**” shall mean the sum of:

- (a) the Available Funds;
- (b) if an Early Liquidation Event occurs, any amounts obtained from the liquidation of the remaining Receivables or any other asset that belongs to the Fund, as provided on section 4.4.3 of the Registration Document;
- (c) if an Accelerated Amortisation Event occurs, the proceeds arising from the enforcement of the pledges granted under the Collection Accounts Pledge Agreements.

(ii) Application

Following the occurrence of (a) an Accelerated Amortisation Event or (b) and Early Liquidation Event, the Post-Enforcement Available Funds will be applied or provided for in accordance with the following order of priority (the “**Post-Enforcement Priority of Payments**”):

- (1) *first*, in or towards payment of the FT Fees;
- (2) *second*, In or towards payment of the Swap Senior Payments;
- (3) *third*, in or towards payment of interest due and payable on the Class A Notes;
- (4) *fourth*, repayment of principal due and payable on the Class A Notes until redeemed in full;
- (5) *fifth*, in or towards payment of interest (including Deferred Interest) due and payable on the Class B Notes;
- (6) *sixth*, in or towards repayment of principal due and payable on the Class B Notes until redeemed in full;
- (7) *seventh*, in or towards payment of interest (including Deferred Interest) due and payable on the Class C Notes;
- (8) *eighth*, in or towards repayment of principal due and payable on the Class C Notes until redeemed in full;

- (9) *ninth*, in or towards payment of interest (including Deferred Interest) due and payable on the Class D Notes;
- (10) *tenth*, in or towards repayment of principal due and payable on the Class D Notes until redeemed in full;
- (11) *eleventh*, in or towards payment of the Swap Junior Payments;
- (12) *twelfth*, in or towards payment of interest (including Deferred Interest) due and payable on the Class J Notes;
- (13) *thirteenth*, in or towards repayment of principal due and payable on the Class J Notes until redeemed in full; and
- (14) *fourteenth*, in or towards payment of the Seller's Variable Remuneration.

#### **3.4.7.4. Swap Collateral Account Priority of Payment**

Amounts standing to the credit of the Swap Collateral Account will not be available to make payments to the Noteholders and the other creditors generally, but shall be applied by the Management Company, in the name and on behalf of the Issuer, only in accordance with the following provisions:

- (1) prior to the occurrence or designation of an Early Termination Date (as defined in the Interest Rate Swap Agreement) in respect of the Swap Transaction and the then current Swap Counterparty, solely in or towards payment or transfer of:
  - (i) any Return Amounts (as defined in the Credit Support Annex);
  - (ii) any Interest Amounts (as defined in the Credit Support Annex);
  - (iii) any Swap Tax Credit Amount;
  - (iv) any return of collateral to Swap Counterparty upon a novation of the Swap Counterparty's obligations under the Swap Transaction to a replacement Swap Counterparty on any day (whether or not such day is a Payment Date), directly to the Swap Counterparty in accordance with the terms of the Credit Support Annex;
- (2) upon or immediately following the occurrence or designation of an Early Termination Date (as defined in the Interest Rate Swap Agreement) in respect of the Swap Transaction with the then current Swap Counterparty where (A) such Early Termination Date (as defined in the Interest Rate Swap Agreement) has been designated following an Event of Default (as defined in the Interest Rate Swap Agreement) in respect of which the Swap Counterparty is the Defaulting Party (as defined in the Interest Rate Swap Agreement) or an Additional Termination Event (as defined in the Interest Rate Swap Agreement) resulting from a Swap Counterparty Rating Event (as defined in the Schedule to the Interest Rate Swap Agreement) and in respect of which the Swap Counterparty is the Affected Party (as defined in the Interest Rate Swap Agreement) and (B) the Issuer enters into a replacement Swap Transaction in respect of such Swap Transaction on or after the Early Termination Date of such Swap Transaction, on the later of the day on which such replacement Swap Transaction is entered into and the day on which the Replacement Swap Premium (if any) payable to the Issuer has been received (in each case, whether or not such day is a Payment Date), in the following order of priority:
  - (i) *first*, in or towards payment of any Replacement Swap Premium (if any) payable by the Issuer to a replacement Swap Counterparty in order to enter into a

- replacement Swap Transaction with the Issuer with respect to the Swap Transaction being novated or terminated;
- (ii) *second*, in or towards payment of any termination payment due to the outgoing Swap Counterparty pursuant to the Swap Transaction *plus* any Swap Tax Credit Amount (if any); and
  - (iii) *third*, the surplus (if any) (a "**Swap Collateral Account Surplus**") on such day to be transferred to the Transaction Account for an amount equal to the relevant Swap Collateral Account Surplus and deemed to form part of the Interest Available Funds;
- (3) following the occurrence or designation of an Early Termination Date in respect of the Swap Transaction where (A) such Early Termination Date has been designated following an Event of Default (as defined in the Interest Rate Swap Agreement) in respect of which the Swap Counterparty is the Defaulting Party (as defined in the Interest Rate Swap Agreement) or an Additional Termination Event (as defined in the Interest Rate Swap Agreement) resulting from a Swap Counterparty Rating Event and in respect of which the Swap Counterparty is the Affected Party (as defined in the Interest Rate Swap Agreement) and (B) the Issuer is unable to or justifiably elects not to enter into a replacement Swap Transaction on or after the Early Termination Date of such Swap Transaction, on any day (whether or not such day is a Payment Date) in or towards payment of any termination payment due to the Swap Counterparty pursuant to the Swap Transaction *plus* any Swap Tax Credit Amount (if any);
- (4) following the occurrence or designation of an Early Termination Date in respect of the Swap Transaction where such Early Termination Date has been designated otherwise than as a result of one of the events specified at items (2) and (3) above, on any day (whether or not such day is a Payment Date) in or towards payment of any termination payment due to the outgoing Swap Counterparty pursuant to the Swap Transaction *plus* any Swap Tax Credit Amount (if any); and
- (5) following payment of any amounts due pursuant to (3) and (4) above, if amounts remain standing to the credit of the Swap Collateral Account, such amounts may be applied on any day (whether or not such day is a Payment Date) only in accordance with the following provisions:
- (i) *first*, in or towards payment of any Replacement Swap Premium (if any) payable by the Issuer to a replacement Swap Counterparty in order to enter into a replacement Swap Transaction with the Issuer with respect to the Swap Transaction being terminated; and
  - (ii) *second*, (but only following the Issuer electing to not enter into a replacement Swap Transaction), the Swap Collateral Account Surplus remaining after payment of such Replacement Swap Premium to be transferred to the Transaction Account and deemed to form part of the Interest Available Funds,

**provided that** if the Issuer has not entered into a replacement Swap Transaction with respect to the Swap Transaction on or prior to the earlier of:

- (y) the day that is 10 (ten) Business Days prior to the date on which the Principal Amount Outstanding of all Classes of Notes is reduced to zero (other than following the occurrence of an Event of Default); or
- (z) the day on which an Enforcement Resolution is approved.

then the Collateral Amount on such day shall be transferred to the Transaction Account as Swap Collateral Account Surplus and deemed to form part of the Interest Available

Funds (and, for the avoidance of doubt, for the purposes of the above the Issuer will be deemed to have elected not to enter into a replacement Swap Transaction).

The Swap Collateral Account Priority of Payment may not be amended without the Swap Counterparty's express consent.

**3.4.7.5. Expenses of the Fund**

The "**FT Fees**" means:

- (a) the applicable taxes,
- (b) Ordinary Expenses (as defined below),
- (c) Extraordinary Expenses (as defined below),
- (d) the Servicer's Fee (as defined in section 3.7.1.18 of the Additional Information), and
- (e) the Management Company Fee (as defined in section 3.7.2.5 of the Additional Information).

**Ordinary Expenses**

The following is not an exhaustive list, and shall be considered ordinary expenses of the Fund (the "**Ordinary Expenses**"):

- (a) expenses arising from compulsory administrative verifications, registrations and authorisations (other than payment of the initial expenses for the incorporation of the Fund and issuance of the Notes), and admission expenses and the ongoing fee payable to the EU Securitisation Repository and the cash flow provider (Jefferies);
- (b) expenses relating to the keeping of the accounting records of the Notes, for their admission to trading on any organised secondary market, and for the maintenance thereof;
- (c) expenses arising from the annual audits of the Fund's financial statements;
- (d) expenses arising from the Rating Agencies fees for the monitoring and maintenance of the ratings for the Notes;
- (e) expenses arising from the redemption of the Notes;
- (f) expenses related to any notices and announcements that, in accordance with the provisions of this Prospectus, must be given to the holders of outstanding Notes;
- (g) the Paying Agent's fees, expenses arising from replacement of the Paying Agent when removed by the Management Company and the Management Company's fees;
- (h) any fees payable to the Back-Up Servicer in accordance with the Back-Up Servicing Agreement;
- (i) any part of the Third-Party Verification Agent's fee not paid initially; and
- (j) in general, any other expenses borne by the Management Company and arising from its duties relating to the representation and management of the Fund.

Although the actual amount of Ordinary Expenses cannot be determined in advance as it will depend on, among others, fixed and variable factors linked to the Principal Balance of the

Receivables, the maximum amount of Ordinary Expenses per year which could be incurred by the Fund is estimated in 0.41% of the Principal Balance of the Receivables.

#### **Extraordinary Expenses**

Only the following items are considered as extraordinary expenses (the “**Extraordinary Expenses**”):

- (a) expenses, if any, arising from the preparation and execution of the amendments to the Deed of Incorporation and the agreements, and the execution of any additional agreements;
- (b) the amount of the initial expenses of incorporation of the Fund and issuance of Notes exceeding the part of the proceeds of the Class J Notes used to finance the initial expenses;
- (c) the extraordinary expenses of audits and legal advice;
- (d) all costs related to convening a Meeting of Creditors;
- (e) expenses required to enforce the Credits and/or the guarantees or security thereunder and expenses arising from any recovery actions; and
- (f) in general, any other extraordinary expenses borne by the Fund or by the Management Company for and on behalf of the Fund.

#### **3.4.7.6. Seller’s Variable Remuneration**

The Deed of Incorporation will establish the terms of the remuneration of the Seller for the financial intermediation process carried out, enabling the financial transformation defining the Fund’s activity, the assignment to the Fund of the Receivables and the ratings assigned to the Notes (the “**Seller’s Variable Remuneration**”).

The specific amount to be paid as Seller’s Variable Remuneration on each Payment Date shall be determined and shall accrue upon expiry of every Determination Period, and which shall comprise the following parameters:

- (a) Calculation: an amount equal to the aggregate of the excess (if any) of any Interest Available Funds remaining after paying or providing for items (1) to (16) (inclusive) of the Interest Priority of Payments.
- (b) Determination Period: the preceding Determination Period.
- (c) Settlement: shall be settled on the next succeeding Payment Date.
- (d) Liquidity: the payment on each Payment Date shall be made provided that the Fund has sufficient liquidity in the relevant Priority of Payments. If the Fund does not have sufficient liquidity on a Payment Date in the Priority of Payments to pay the full Seller’s Variable Remuneration, the unpaid amount accrued shall be aggregated without any penalty whatsoever the amount accrued, as the case may be, in the following period and shall be paid on the following Payment Dates in accordance with the relevant Priority of Payments.

#### **3.4.8. Details of any other agreements affecting the payments of interest and principal made to the Noteholders**

##### **3.4.8.1. Interest Rate Swap Agreement**

###### General



On or about the Incorporation Date, the Management Company, on behalf of the Fund, shall enter into the Interest Rate Swap Agreement with the Swap Counterparty in order to hedge the potential interest rate exposure of the Fund in relation to its floating rate interest obligations under the Notes and match the floating nature of the interest rate payable under the Notes and the fixed nature of the interest rate payable under the Credits. The Interest Rate Swap Agreement will be drafted in the form of an INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION (ISDA) 2002 Master Agreement, together with the relevant Schedule, the Credit Support Annex and the Confirmation (as these terms are defined in the Interest Rate Swap Agreement).

Payments under the Interest Rate Swap Agreement

The Interest Rate Swap Agreement is structured in a way that, on each Payment Date:

- (a) the Swap Counterparty has agreed to pay to the Fund an amount equal to a floating rate of 1-month EURIBOR:
  - (i) multiplied by the Notional Amount from time to time (as defined below);
  - (ii) divided by a count fraction of 360; and
  - (iii) multiplied by the number of days of the relevant Interest Accrual Period. Such amount shall be calculated by the Interest Rate Swap Calculation Agent for each Interest Accrual Period.
- (b) the Fund has agreed to pay to the Swap Counterparty an initial fixed rate of approximately 2.386%:
  - (i) multiplied by the Notional Amount from time to time (as defined below);
  - (ii) divided by a count fraction of 360; and
  - (iii) multiplied by the number of days of the relevant Interest Accrual Period. Such amount shall be calculated by the Interest Rate Swap Calculation Agent for each Interest Accrual Period.

The fixed interest rate to be paid by the Fund to the Swap Counterparty according to section (b) above shall be reflected in both the Deed of Incorporation and the initial Confirmation to be entered into under the Interest Rate Swap Agreement (the "**Initial Confirmation**").

Such fixed interest rate applicable to the Notional Amount of the Initial Confirmation will be complemented on each Payment Date during the Revolving Period by means of the new fixed rates applicable to the Notional Amount under the additional Confirmations to be executed by and between the Swap Counterparty and the Fund during the Revolving Period (the "**Additional Confirmations**" and, each of them, an "**Additional Confirmation**").

Payments under the Interest Rate Swap Agreement will be made on a net basis according to the terms of the Interest Rate Swap Agreement.

The Swap Counterparty will be obliged to make payments under the Interest Rate Swap Agreement without any withholding or deduction of taxes unless required by law. If any such withholding or deduction is required by law, the Swap Counterparty will, subject to certain conditions, be required to pay such additional amount as is necessary to ensure that the net amount actually received by the Issuer will equal the full amount the Issuer would have received had no such withholding or deduction been required. Such a change in tax law may result in the termination of the Interest Rate Swap Agreement. The Issuer will not be required

to gross up under the Interest Rate Swap Agreement. Any Swap Tax Credit Amounts payable by the Issuer shall be paid directly to the Swap Counterparty following receipt in accordance with the terms of the Interest Rate Swap Agreement and Swap Collateral Account Priority of Payments and shall not form part of the Interest Available Funds.

Notional Amount

The Initial Confirmation will specify a notional amount under the Interest Rate Swap Agreement (the "**Notional Amount**") with a hedging profile corresponding to the Initial Receivables as of the Incorporation Date. Such Notional Amount will be complemented on each Payment Date during the Revolving Period accordingly to the Principal Balance of the Transferred Receivables (considering the purchase of Additional Receivables), by means of Additional Confirmations to be executed by and between the Swap Counterparty and the Fund.

Term

The Interest Rate Swap Agreement will remain in full force until the earlier of (i) the Final Maturity Date; and (ii) the date on which it is terminated early by one of the parties thereto in accordance with the terms of the Interest Rate Swap Agreement (as summarised below).

Interest Rate Swap Calculation Agent

The Swap Counterparty will act as Interest Rate Swap Calculation Agent of the Interest Rate Swap Agreement.

Early Termination

The occurrence of certain termination events and events of default contained in the Interest Rate Swap Agreement may cause the termination of the Swap Transaction prior to its stated termination date. Such events include, among others:

- (a) certain events of bankruptcy, insolvency, receivership or reorganisation of the Swap Counterparty or the Early Liquidation of the Fund;
- (b) failure on the part of the Fund or the Swap Counterparty to make any payment under the Interest Rate Swap Agreement;
- (c) amendment of any Transaction Document without the prior written consent of the Swap Counterparty if such amendment affects the amount, timing or priority of any payments or deliveries due from such Swap Counterparty to the Issuer or from the Issuer to such Swap Counterparty;
- (d) changes in law resulting in illegality;
- (e) failure by the Swap Counterparty to take certain remedial measures required under the Interest Rate Swap Agreement following a Swap Counterparty Rating Event;
- (f) if at any time the Reference Rate in respect of the Notes is changed as a consequence of a Base Rate Modification Event and, as a result, it is different to EURIBOR and (i) the Swap Counterparty after using reasonable efforts to agree actions and amendments to align to the Alternative Base Rate, is unable to amend the Reference Rate in line with the Base Rate Modification proposed pursuant to section 4.8.5 (*Fallback Provision*) of the Securities Note and (ii) any of the Swap Counterparty or the Fund decide to terminate the Interest Rate Swap Agreement;
- (g) the declaration of an Accelerated Amortisation Event following the occurrence of an Event of Default; and

(h) if the Notes or the Rated Notes are redeemed in full prior to the Final Maturity Date.

Upon the occurrence of any event of default or termination event specified in the Interest Rate Swap Agreement, the non-defaulting party (in case of an event of default) or the person(s) specified in the Interest Rate Swap Agreement as having such right (in case of a termination event) may, after a period of time set forth in the Interest Rate Swap Agreement, elect to terminate the Interest Rate Swap Agreement. If the Interest Rate Swap Agreement is terminated due to an event of default or a termination event, a termination payment may be due by one party to the other. The termination payment will be calculated pursuant to Section 6(e) of the ISDA Master Agreement, and made in Euro, with the termination payment being determined by the method described in the Interest Rate Swap Agreement and could be substantial if market rates or other conditions have changed materially. The amount may be based on the actual cost or market quotations provided by reference entities of the market of the cost of entering into an interest rate swap agreement similar to the Interest Rate Swap Agreement and the unpaid amounts on or prior to the early termination date.

The Interest Rate Swap Agreement shall be fully terminated if the Management, Placement and Subscription Agreement is fully terminated in accordance with the provisions of section 4.2.3 of the Securities Note or if the provisional credit ratings of the Rated Notes are not confirmed as final by the Rating Agencies on or prior the Disbursement Date (unless such provisional ratings are upgraded).

*Replacement of the Interest Rate Swap Agreement – Replacement upon early termination*

In the event that the Interest Rate Swap Agreement is terminated prior to its scheduled termination date, and prior to the approval of an Enforcement Resolution or the redemption in full of all outstanding Notes, the Fund will endeavour but cannot guarantee to find a replacement Swap Counterparty.

The Issuer may be liable to make a payment of a Replacement Swap Premium to any replacement Swap Counterparty in order to enter into a replacement Swap Transaction. The Issuer may not have sufficient funds standing to the credit of the Swap Collateral Account in order to make such payment and therefore may be unable to enter into a replacement Interest Rate Swap Agreement.

For further information on the potential consequences arising from an early termination of the Interest Rate Swap Agreement, please refer to Risk Factor 2.1.1 (*Interest Rate Risk*) and Risk Factor 1.2.7 (*Risk relating to benchmarks and the hedging agreement*).

*Credit Support Annex and Swap Collateral*

On or about the Incorporation Date, the Swap Counterparty will enter into a 1995 ISDA Credit Support Annex (Bilateral Form – Transfer) with the Issuer in support of the obligations of the Swap Counterparty under the Interest Rate Swap Agreement. Pursuant to the terms of the Credit Support Annex, if at any time the Swap Counterparty is required to provide collateral in respect of any of its obligations under the Interest Rate Swap Agreement, the Swap Counterparty will, subject to the conditions specified in the Credit Support Annex and the Interest Rate Swap Agreement, make transfers of Swap Collateral to the Issuer in respect of its obligations under the Interest Rate Swap Agreement. The Issuer will be obliged to return such collateral in accordance with the terms of the Credit Support Annex.

Any Swap Collateral transferred by the Swap Counterparty will be credited to the Swap Collateral Account, together with any interest or distributions on. Any liquidation or other proceeds of that collateral will not be available for the Issuer as available funds, but shall be exclusively applied in accordance with the Swap Collateral Account Priority of Payments.

Rating Downgrade Provision

In the understanding that the Rated Notes actually obtain the provisional ratings allocated by the Rating Agencies as described in section 7.3 of the Securities Note, the Swap Counterparty complies with the “**Swap Required Ratings**” (i.e., Ratings Event I and Ratings Event II described below), which at the date of registration of this Prospectus and according with the provisional ratings allocated by the Rating Agencies to the Rated Notes would be, in particular, the following:

- (a) “**Ratings Event I**” shall occur, with respect to the relevant Rating Agencies, if no relevant entity has the ‘*Ratings Event I Required Ratings*’ as specified below. An entity will have Ratings Event I Required Ratings:

**Ratings Event I: thresholds.**

<b>S&amp;P</b>	N/A
<b>MDBRS</b>	A.

- (b) “**Ratings Event II**” shall occur, with respect to the relevant Rating Agencies, if no relevant entity has the ‘*Ratings Event II Required Ratings*’ as specified below:

**Ratings Event II: thresholds.**

<b>S&amp;P</b>	A-.
<b>MDBRS</b>	BBB.

Failure by the Swap Counterparty to maintain the Swap Required Ratings would constitute a “**Swap Counterparty Downgrade Event**” in relation to the ratings issued by each of the Rating Agencies that, if not remedied within the relevant remedial period in accordance with the terms of the Interest Rate Swap Agreement would constitute an “*additional termination event*” with the Swap Counterparty being the sole *affected party*.

Upon the occurrence of a Swap Counterparty Downgrade Event, the Swap Counterparty must perform, at its own cost, the following actions depending on the type of Swap Counterparty Downgrade Event:

- (a) Ratings Event I: Where the Swap Counterparty does not have the Ratings Event I required ratings that are required under the Interest Rate Swap Agreement, the Swap Counterparty shall provide collateral under the terms of the Interest Rate Swap Agreement.
- (b) Ratings Event II: Where the Swap Counterparty does not have the Ratings Event II required ratings that are required under the Interest Rate Swap Agreement, the Swap Counterparty shall provide collateral under the terms of the Interest Rate Swap Agreement, and additionally carry out one of the following actions in the terms foreseen in the CSA within the relevant remedial period in accordance with the terms of the Interest Rate Swap Agreement:
- (i) transfer its rights and obligations under the Interest Rate Swap Agreement to (or be replaced by, as applicable) a third party that has the ratings required by the relevant Rating Agency;
  - (ii) provide, or cause to be provided, a guarantee to the Issuer from a third party that has the ratings required by the relevant Ratings Agency; or

- (iii) or take such other action (or refrain from taking such action) (as confirmed by the relevant Rating Agency) as required to maintain or restore the ratings of any Rated Notes by the relevant Rating Agency to the rating of the relevant Notes given by the relevant Rating Agency immediately prior to such breach.

There is no assurance that the Swap Counterparty will be able to successfully take any of the actions upon the occurrence of a Swap Counterparty Downgrade Event or that taking any such actions will not cause the ratings assigned to the Rated Notes to be downgraded by the Rating Agencies. Nevertheless, for the avoidance of doubt, at the date of this Prospectus, the Swap Counterparty complies with the terms required by the relevant Rating Agencies, including the Swap Required Ratings required by such Rating Agencies.

#### Governing Law

The Interest Rate Swap Agreement, including any non-contractual obligations arising out of or in relation thereto, are governed by, and will be construed in accordance with English law.

### **3.4.8.2. Paying Agency Agreement**

#### **Appointment**

The Management Company, for and on behalf of the Fund, appoints Banco Santander, which undertakes to be the Paying Agent in order to carry out the payment of principal and interest under the Notes.

#### **Obligations**

The obligations assumed by the Paying Agent include the following:

##### (a) Disbursement of the issue

The Paying Agent will pay the Fund on the Disbursement Date and for value date that same day, the subscription price of the Notes paid by the Noteholders and the Seller (in respect of the Class J Notes) in accordance with the provisions of the Management, Placement and Subscription Agreement, by depositing such amounts into the Transaction Account.

##### (b) Payments under the Notes

On each Payment Date, the Paying Agent will make the payment of any interests and redemption of principal of the Notes in accordance with the appropriate instructions received from the Management Company and following the Pre-Enforcement Priority of Payments or, where applicable, Post-Enforcement Priority of Payments described in sections 3.4.7.2 and 3.4.7.3 of this Additional Information.

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

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

Withholding, contributions or taxes now or hereafter applicable to the principal, interest or returns on the Notes will be the sole responsibility of the Noteholders, and the amount thereof will be deducted by the Management Company, on behalf of the Fund, through the Paying Agent in the manner provided by law. Any interest due and unpaid

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

If there are no available funds in the Transaction Account on a Payment Date, the Paying Agent shall immediately notify this circumstance to the Management Company in order for the Management Company to adopt the appropriate measures. The Paying Agent will not make any payments until it receives new instructions from the Management Company and after having confirmed that there are sufficient funds to comply with the Management Company's instructions.

**Voluntary termination by Paying Agent**

The Paying Agent, at any time, may terminate the Paying Agency Agreement (referring exclusively to the payment agency) by giving at least two (2) months' prior written notice to the Management Company, provided that:

- (a) notice is given to the CNMV and the Rating Agencies;
- (b) another entity with similar financial characteristics replaces the Paying Agent as regards the duties undertaken under the Paying Agency Agreement;
- (c) the Rating Agencies shall have been given prior notice to such substitution and such substitution shall not entail the downgrade or withdrawal of any of the ratings assigned to the Rated Notes, which shall be confirmed in writing by the Rating Agencies;
- (d) such substitution is made in compliance with the then applicable laws and regulations; and
- (e) the authorisation of the competent authorities is obtained, if necessary.

In addition, termination may not occur, unless authorised by the Management Company, until the twentieth (20th) day of the month following the month of the Payment Date after the date on which the termination is due.

**Voluntary termination by Management Company**

The Management Company is entitled to substitute at its sole discretion the Paying Agent, if it notifies the Paying Agent in writing at least two (2) months in advance of the envisaged termination date and provided that:

- (a) notice is given to CNMV and the Rating Agencies;
- (b) another entity with similar financial characteristics replaces the Paying Agent as regards the duties undertaken hereunder;
- (c) the Rating Agencies shall have been given prior notice to such substitution and such substitution shall not entail the downgrade or withdrawal of any of the ratings assigned to the Rated Notes, which shall be confirmed in writing by the Rating Agencies;
- (d) such substitution is made in compliance with the then applicable laws and regulations; and
- (e) the authorisation of the competent authorities is obtained, if necessary.

### **Mandatory replacement of the Paying Agent**

Notwithstanding the above, the Management Company is entitled to replace the Paying Agent at any time, in all or any of its functions under the Paying Agency Agreement, provided that:

- (a) notice is given to CNMV and the Rating Agencies;
- (b) another entity with similar financial characteristics replaces the Paying Agent as regards the duties undertaken hereunder;
- (c) the Rating Agencies shall have been given prior notice to such substitution and such substitution shall not entail the downgrade or withdrawal of any of the ratings assigned to the Rated Notes, which shall be confirmed in writing by the Rating Agencies;
- (d) such substitution is made in compliance with the then applicable laws and regulations; and
- (e) the authorisation of the competent authorities is obtained, if necessary.

The reason for the replacement must be serious and potentially detrimental to the interests of the Noteholders.

Such forced substitution must be communicated to the Paying Agent, in writing with details of the reasons justifying the substitution and at least twenty (20) calendar days prior to the next Payment Date.

### **Costs arising from the replacement of the Paying Agent**

In case of replacement of the Paying Agent, any costs resulting from said replacement will be considered Extraordinary Expenses of the Fund.

### **Survival**

Neither the resignation of the Paying Agent nor the replacement of the Paying Agent, will have any effect until the appointment of the substitute paying agent takes place. The Paying Agent shall deliver to the substitute paying agent all the documentation concerning the services provided for in the Paying Agency Agreement which may be in its possession in its condition of Paying Agent.

### **Paying Agent's fees**

As consideration for the services to be provided by the Paying Agent, the Management Company, for and on behalf of the Fund, shall pay on each Payment Date a fee agreed under the Paying Agency Agreement following the Pre-Enforcement Priority of Payments or, where applicable, the Post-Enforcement Priority of Payments described in sections 3.4.7.2 and 3.4.7.3 of this Additional Information.

#### **3.4.8.3. Collection Account Pledge Agreements**

On the Incorporation Date, the Management Company, in the name and on behalf of the Fund, will enter into the following Collection Account Pledge Agreements:

- (a) collection account pledge agreements in relation to the Direct Debit Collections Accounts entered into with, among others, the Servicer and the Seller (the "**Direct Debit Collections Account Pledge Agreements**").
- (b) collection account pledge agreement in relation to the Special Collection Account entered into with, among others, the Servicer and the Seller (the "**Special**

**Collection Account Pledge Agreement”).**

In addition to the above, the Back-Up Servicer is required to open a collection account within 30 days of the execution of the Back-Up Servicing Agreement and to procure that such account is pledged to the Issuer by means of the execution of a pledge agreement (the “**Back-Up Servicer Collection Account Pledge Agreement**”).

In connection with the above, the main terms of the relevant pledge agreements or the ancillary obligations are the following:

- (a) Replacement pledge: the Management Company, in the name and on behalf of the Fund, shall enter into any such further or replacement pledge agreements in respect of any additional or other Collection Account.
- (b) Secured obligations: Each Collection Account Pledge Agreement secures full and timely performance of the obligation of the Seller, the Servicer or the Back-Up Servicer (as applicable) to transfer to the Transaction Account all Collections received into the relevant Collection Account.
- (c) Notification Event: In accordance with the terms of the Collection Account Pledge Agreements, upon the occurrence of a Notification Event, the Management Company, in the name and on behalf of the Fund, as pledgee under the pledge, will be entitled to send to the relevant Collection Account Bank a daily sweeping instruction by means of which, among others:
  - (i) the right to operate and dispose of any amounts standing to the credit of the relevant Collection Account will belong exclusively to the Management Company, in the name and on behalf of the Fund, as pledgee;
  - (ii) the relevant pledgor under each Collection Account Pledge Agreement shall not be allowed to debit, operate or deal with the relevant Collection Account whatsoever for any purpose whatsoever; and
  - (iii) the relevant Collection Account Bank will be instructed to automatically transfer all amounts standing to the credit of the relevant Collection Account to the Transaction Account,

(all the above in accordance with the terms, conditions and limitations set forth in the relevant Collection Account Pledge Agreement).
- (d) Enforcement: According to the terms of each Collection Account Pledge Agreement, each pledge can be enforced in the event of occurrence of any of the following events, particularly, without limitation:
  - (i) any breach of the Secured Obligations (as this term is defined in each Collection Account Pledge Agreement);
  - (ii) any seizure or retention ordered over the relevant Collection Account or over the relevant pledgor;
  - (iii) any taking into consideration or reception of communication under which it is acknowledged the impairment of the relevant pledgor’s solvency or the order, current or imminent, of any seizure or retention over the relevant Collection Account or the relevant pledgor;
  - (iv) any ruling, judgement, order, judicial resolution or notarial document that implies the order of any current or imminent seizure or retention over the relevant Collection Account or the relevant pledgor; and



- (v) any order of provisional money enforcement of a ruling against the Pledgor or the order of precautionary measures against the Pledgor that impair the Pledgor's solvency, or that make it impossible or limit the performance of the Secured Obligations, in due time and form, in part or in whole.

The enforcement of any of the pledges shall take place in accordance with the terms, conditions and limitations set forth in the relevant Collection Account Pledge Agreement and with Spanish law, to which they are subject and in relation to which the following must be noted:

- (i) the Collection Account Pledge Agreements shall clearly identify the primary obligation which they are respectively securing given that, under Spanish law, they are deemed to be ancillary obligations to such primary obligation and the nullity or termination of such primary obligation will entail the nullity or termination of pledge under the relevant Collection Account Pledge Agreement;
- (ii) enforcement of the Collection Account Pledge Agreements will be subject to the provisions of Law 1/2000, of 7 January, on Procedural Law (*Ley 1/2000, de 7 de enero, de Enjuiciamiento Civil*) and the Spanish Insolvency Law and this may entail delays in the enforcement; and
- (iii) Spanish law may preclude any security being enforced in respect of an agreement (including the Collection Account Pledge Agreements), irrespective of its governing law, which is terminated or accelerated: (i) based on the breach of obligations, undertakings or covenants which are merely ancillary or complementary to the main payment obligations; or (ii) based on the unreasonable, inequitable or bad faith interpretation of one of its events of default.

### **3.5. Name, address and significant business activities of the Seller**

Pepper Spain is a private limited liability company (*Sociedad de responsabilidad limitada*) incorporated in Spain and registered with the Mercantile Registry of Madrid Tome 32.039, Sheet 211, Section 8th, Page M-576.566.

Pepper Spain's date of incorporation is 10 March 2014 according to the Mercantile Registry information.

It has Spanish tax number B-86961612 and its registered office is at C/ Juan Esplandiú 13 C1, Madrid (28007), Spain.

Pepper Spain is the financial business branch of Pepper Assets Services, S.L.U. (the Servicer). Its main activity is the granting of financing to consumers in the form of consumer credits for the acquisition of goods and services or for general consumption purposes decided by the borrowers.

These credit facilities are granted directly to borrowers or through its network of merchants providers of the goods and services financed by Pepper Spain in a wide variety of sectors.

Pepper Spain has more than ten years of experience in the origination and underwriting of unsecured consumer credits similar to those included in the Securitised Portfolio (and its parent company Pepper Assets Services, S.L.U., the Servicer, has more than 10 years in the consumer credit servicing market).

The director of Pepper Spain and their business address and occupation is:

Name	Business address	Business occupation
Mr. Francisco Pedraza Sánchez	C/ Juan Esplandiú 13 C1 Madrid – 28007 (Spain)	Economist

The company is managed by its parent company Pepper Assets Services, as a sole director (*Administrador Único*) duly represented by Mr. Francisco Pedraza Sánchez, whose registered office is at C/ Juan Esplandiú 13 C1 Madrid – 28007 (Spain).

The table below shows individual financial information on the Seller referred to the financial years ended on 31 December 2023 (audited) and 31 December 2022 (audited), prepared in accordance with the generally accepted accounting principles in Spain (Spanish GAAP).

(a) *Balance Sheet (in EUR)* <sup>(1)</sup>

ASSETS	12/2023	12/2022
<b>NON-CURRENT ASSETS</b>	<b>215,502,710</b>	<b>194,622,768</b>
<b>Long-term investments in group companies and associates</b>	<b>7,912,028</b>	<b>4,757,939</b>
Loans to companies	7,912,028	4,757,939
<b>Long-term financial investments</b>	<b>201,229,341</b>	<b>182,577,694</b>
Credits to third parties	199,103,271	169,037,898
Derivatives	2,126,070	5,189,796
Other financial assets	-	8,350,000
<b>Deferred tax assets</b>	<b>6,361,341</b>	<b>7,287,135</b>
<b>CURRENT ASSETS</b>	<b>262,301,660</b>	<b>226,432,162</b>
<b>Trades and other receivables</b>	<b>6,931,721</b>	<b>2,131,624</b>
Customers for sales and services	2,094,073	-
Customers, group companies and associates	4,827,481	2,115,024
Other receivables from public authorities	9,159	16,600
Current tax assets	1,008	-
<b>Short-term investments</b>	<b>242,489,678</b>	<b>206,279,665</b>
Credits to third parties	234,139,679	206,209,227
Other financial assets	8,350,000	70,438
<b>Short-term accruals and deferrals</b>	<b>1,035,148</b>	<b>1,464,912</b>
<b>Cash and cash equivalents</b>	<b>11,845,112</b>	<b>16,555,961</b>
<b>TOTAL ASSETS</b>	<b>477,804,371</b>	<b>421,054,930</b>

(1) translation for information purposes only

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<b>EQUITY AND LIABILITIES</b>	<b>12/2023</b>	<b>12/2022</b>
<b><u>EQUITY (PATRIMONIO NETO)</u></b>	<b>22,456,630</b>	<b>23,584,902</b>
<b><u>SHAREHOLDER'S EQUITY (FONDOS PROPIOS)</u></b>	<b>21,672,744</b>	<b>21,111,222</b>
Capital	14,275,054	14,275,054
Reserves	(8,442)	(8,442)
Results from previous years	(15,055,390)	(18,240,476)
Other shareholders' contributions	21,900,000	21,900,000
Profit for the year	561,522	3,185,086
<b><u>ADJUSTMENTS FOR CHANGES IN VALUE</u></b>	<b>783,886</b>	<b>2,473,680</b>
Hedging transactions	783,886	2,473,680
<b><u>NON-CURRENT LIABILITIES</u></b>	<b>436,572,579</b>	<b>385,295,470</b>
<b><u>Long-term debts</u></b>	<b>436,311,283</b>	<b>357,099,563</b>
Liabilities and other marketable securities	212,300,000	212,300,000
Debts with credit entities	218,611,283	144,799,562
Debts with third parties	5,400,000	-
<b>Long-term debts with group companies and associates</b>	<b>-</b>	<b>27,371,347</b>
<b>Deferred tax liabilities</b>	<b>261,296</b>	<b>824,560</b>
<b><u>CURRENT LIABILITIES</u></b>	<b>18,775,162</b>	<b>12,174,558</b>
<b><u>Short-term provisions</u></b>	<b>4,920,091</b>	<b>3,630,629</b>
<b><u>Short-term debts</u></b>	<b>1,544,223</b>	<b>697,008</b>
Debts with credit entities	878,419	336,540
Other financial assets	665,804	360,468
<b>Short-term debts with group companies and associates</b>	<b>11,262,527</b>	<b>6,087,060</b>
<b><u>Trades and other payables</u></b>	<b>1,048,321</b>	<b>1,759,861</b>
Suppliers	8,175	5,732
Sundry creditors	901,249	717,364
Other debts with public authorities	53,690	7,521
Current tax liabilities	85,207	1,029,244
<b>TOTAL EQUITY AND LIABILITIES</b>	<b>477,804,371</b>	<b>421,054,930</b>

(1) translation for information purposes only.

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(b) *Income statement (in EUR)*<sup>(1)</sup>

	<b>12/2023</b>	<b>12/2022</b>
<b>CONTINUING OPERATIONS</b>		
<b>Revenue</b>	<b>58,216,855</b>	<b>45,211,007</b>
Sales	58,216,855	45,211,007
<b>Other operating expenses</b>	<b>(36,617,961)</b>	<b>(31,785,126)</b>
External services	(18,676,245)	(17,880,443)
Taxes	(1,838,391)	(716,056)
Loss, impairment and changes in provisions for commercial operations	(16,103,325)	(13,188,627)
<b>OPERATING INCOME</b>	<b>21,598,894</b>	<b>13,425,881</b>
<b>Financial income</b>	<b>2,658,701</b>	<b>1,227,885</b>
Marketable securities and other financial instruments	2,658,701	1,227,885
- From group companies and associates	384,467	209,190
- From third parties	2,274,234	1,018,695
<b>Financial costs</b>	<b>(23,916,060)</b>	<b>(11,376,742)</b>
- From debts with group companies and associates	(101,892)	(1,201,437)
- From debts with third parties	(23,814,168)	(10,175,305)
<b>Change in fair value of financial instruments</b>	<b>303,425</b>	<b>883,749</b>
<b>Exchange rate differences</b>	<b>-</b>	<b>-</b>
<b>FINANCIAL RESULT</b>	<b>(20,953,934)</b>	<b>(9,265,108)</b>
<b>PROFIT BEFORE TAX</b>	<b>644,960</b>	<b>4,160,773</b>
Corporate Income tax	(83,438)	(975,687)
<b>PROFIT FOR THE YEAR</b>	<b>561,522</b>	<b>3,185,086</b>

(1) translation for information purposes only.

**3.6. Return on, and/or repayment of the securities linked to the performance or credit of other assets or underlying which are not assets of the issuer**

Not applicable.

**3.7. Management, administration and representation of the Fund and of the Noteholders**

**3.7.1. Servicer**

The Management Company shall be responsible for the servicing and management of the Credits in accordance with article 26.1 b) of Law 5/2015. Notwithstanding, it shall be entitled to subdelegate such duties to third parties in accordance with article 30.4 of Law 5/2015, which shall not affect its responsibility.

The Management Company will appoint Pepper Assets Services, as Servicer of the Receivables, in the Servicing Agreement to perform the servicing and management of the Credits. The relationship between the Servicer and the Fund will be governed by the provisions of the Servicing Agreement.

Pepper Assets Services has been the servicer for the Receivables since their origination.

Pepper Assets Services will accept, in the Servicing Agreement, the mandate received from the Management Company to act as servicer of the Credits (the "**Servicer**"). The duties of the Servicer include, without limitation:

- (a) collecting payments on the Receivables;
- (b) procuring the transfer of Collections from the Collection Accounts to the Transaction Account in the terms set forth in section 3.4.6 above;
- (c) monitoring and, where appropriate, pursuing arrears and exercising all enforcement measures concerning amounts due from those Obligors which it would ordinarily take in accordance with the Seller's Guidelines;
- (d) providing the Management Company with all information in its possession necessary in order for the Management Company to fulfil its obligations under the Transaction Documents;
- (e) faithfully complying with the instructions given by the Management Company;
- (f) keeping all records, books of account and documents relating to the Receivables distinguishable from all other records, books of account and documents relating to other credits otherwise made, held or serviced by it and hold all records relating to the Receivables in its safe possession to the order and the benefit of the Issuer for as long as provided by law in relation to such records;
- (g) making any filing, reports, notices, applications, registrations with, and to seek any consents or authorisations from any relevant other authority as may be necessary or advisable to comply with its obligations under the Servicing Agreement; and
- (h) in the event that a Swap Transaction is terminated prior to its scheduled termination date, and prior to the approval of an Enforcement Resolution or the redemption in full of all outstanding Notes, the Servicer shall use reasonable efforts to assist the Issuer in entering into a replacement Swap Transaction, provided that this Clause shall not oblige the Servicer to take any action which would cause the Servicer to breach any Requirement of Law.

The Servicer will agree in the Servicing Agreement to service the Receivables in accordance with its customary and usual servicing procedures for servicing receivables comparable to such Receivables and in accordance with the Seller's Guidelines. The Servicer shall at all times administer the Receivables in accordance with the Seller's Guidelines, which set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.

A brief description of the ordinary rules and procedures of administration and custody of the Credits governed by the Servicing Agreement is set forth in the following sections.

**3.7.1.1. Custody of agreements, deeds, documents and files**

The Servicer will keep all the UPL Agreements related to the Transferred Receivables, as well as copies of all instruments, documents and computer files related to the Credits in safe custody and will not abandon the possession, custody or control thereof without the prior written consent of the Management Company, unless the document is necessary to commence proceedings for the enforcement of a Credit.

The Servicer, acting reasonably, will at all times provide the Management Company or the duly authorised auditor of the Fund with access to such UPL Agreements, instruments, documents and records. In the event that a Notification Event has occurred, and if the

Management Company so requests, the Servicer will provide a free-of-charge copy or photocopy of any of such agreements, instruments and documents within fifteen (15) Business Days following such request.

In any case, the Servicer waives the privileges which the law confers thereon in its condition as manager of collections for the Fund and of the custody of the UPL Agreements, and particularly those established in articles 1,730 and 1,780 of the Spanish Civil Code (regarding the retention of pledged assets) and 276 of the Spanish Commercial Code (security similar to the retention of pledged assets).

**3.7.1.2. Collection management**

Monthly payments of interest and principal in respect of the Receivables are payable in arrear and are credited directly:

- (a) in respect of payments by Direct Debit, into the Direct Debit Collection Accounts; and
- (b) in respect of payments other than by way of Direct Debit, into the Special Collection Account.

Please refer to section 3.4.6 of the Additional Information above for further information on the collection management.

**3.7.1.3. Arrears and default procedures**

The Servicer will undertake to collect all payments due under or in connection with the Receivables in accordance with the arrears procedures applied by the Servicer (and subject to industry guidelines and applicable regulatory requirements) from time to time. The procedures may include making arrangements whereby an Obligor's payments may be varied and/or taking legal action for enforcement in respect of an Obligor's assets.

**3.7.1.4. Actions in case of non-payment of the Credits**

The Management Company, for and on behalf of the Fund, may take all the legal actions arising from the ownership of the Receivables, in accordance with the legislation in force.

For the above purposes, the Management Company as responsible for servicing and managing the Receivables pursuant to article 26.1.b) of Law 5/2015, shall grant in the Deed of Incorporation a power of attorney as broad as permitted by law in favour of the Servicer, so that the Servicer, acting through any of its attorneys duly empowered for such purpose, following the instructions of the Management Company, in the name and on behalf of the latter, or in its own name albeit on behalf of the Management Company, as the authorised representative of the Fund, may demand any Obligors in or out of court to pay any overdue and unpaid amounts under the Credits and take legal action against the Obligors and, if applicable, any guarantors, in addition to any other powers required for the performance of its duties as Servicer. These powers may also be granted under a document separate from the Deed of Incorporation or may be expanded and modified, if necessary, for the performance of such duties.

Additionally, the Servicer undertakes to inform the Management Company, on behalf of the Fund, on a monthly basis, of any payment defaults, early redemptions and, if any, adjustments of the interest rates and term of maturity and, if requested by the Management Company and in the manner agreed between the Servicer and the Management Company, to

provide information regarding payment demands, certified notices given to the Obligors, legal actions, and any other circumstances affecting the Receivables.

The Servicer shall commence the relevant legal proceedings in accordance with the Seller's Guidelines and standard policies. For further information, please refer to section 2.2.7 of the Additional Information.

### **3.7.1.5. Amendments to Receivables**

The Servicer shall follow such instructions in regard to the exercise of its power and authority as the Management Company, in the name and on behalf of the Issuer, may from time to time direct **provided that** in respect of a Relevant Matter relating to a Receivable in the Securitised Portfolio, the Servicer shall only act in accordance with (i) what is expressly permitted by the Seller's Guidelines (as may have been amended from time to time in accordance with the Transaction Documents) and/or the Servicing Agreement, the main actions being described below or (ii) the consent from or on the instructions of the Meeting of Creditors (by means of an Ordinary Resolution).

"**Relevant Matter**" means any amendment, variation, supplement, modification, consent, waiver, indulgence (including the grant of any grace period), release or failure or omission to exercise any right, composition, compounding or other similar arrangement.

#### **Authorities and actions in relation to Credit renegotiation procedures permitted by the Seller's Guidelines**

The Servicer is authorised to carry out the following actions in relation to Credit renegotiation procedures, as permitted by the Seller's Guidelines:

##### (a) Renegotiating the interest rate

The Servicer is authorised to renegotiate the interest rate on the Credits. Any such renegotiation must comply with the following requirements:

- (i) the relevant Receivable has an original APR exceeding 18%;
- (ii) the nominal interest rate of the Credit in the Fund once the renegotiation has taken place shall not be lower than 9.9%.

The Servicer shall in renegotiating the Credit interest rate clause ensure that the new terms are in keeping with market conditions and are no different from those applied by the Servicer proper in renegotiating or granting its credits. For these purposes, market interest rate means the fixed interest rate offered by the Servicer on the Spanish market for consumer credits granted to individuals, the amounts and terms being substantially similar to the renegotiated Credit.

Renegotiation from time to time of the interest rate applicable to a Credit may not lead to a change from a fixed interest rate to a floating interest rate.

##### (b) Extending the maturity period

The Servicer shall in no event consider at its own initiative, i.e. without being so requested by the Obligor, a change in the maturity date of the Credit that could result in an extension of the term thereof. The Servicer shall, without encouraging any extension of the term, act in relation to such extension bearing the Fund's interests in mind at all times, and subject to the following rules and limitations:

- (i) the relevant Receivable must have a minimum seasoning of 6 months and a minimum remaining tenor of 6 months;

- (ii) the maximum extension cannot exceed 36 months with a maximum new remaining tenor of 72 months;
- (iii) the maximum age of the borrower as of the new maturity date must not exceed 85 years; and
- (iv) The term of a Credit may be extended provided that the following requirements are met:
  - (1) the Credit principal repayment instalment frequency and the Credit repayment method are unchanged; and
  - (2) the new final maturity or final repayment date of the Credit does not extend beyond the Final Maturity Date.

(c) Moratoriums

The Servicer may grant special payment holidays for a maximum period of 2 months provided that prior to or through such payment holiday the relevant Receivable is brought to performing status.

(d) Release of debt (quitas)

For Defaulted Receivables the Servicer may agree payment plans towards the full repayment of the early terminated debt which may include partial release of debt up to a maximum amount of 50% of the Principal Balance of the relevant Defaulted Receivables.

In the event such Defaulted Receivable is subject of litigation, the relevant payment plan may or not be communicated to the Court under which the litigation is held (“*homologación de acuerdos*”).

(e) Common terms

If there should be any renegotiation of the interest rate of a Credit or any extension of its maturity date, the Servicer shall forthwith notify the Management Company of the terms resulting from such amendments. Both the UPL Agreements and the private agreements pertaining to the amendment of the terms of the Credit will be kept by the Servicer, in accordance with the provisions of section 3.7.1.1 above.

The maximum Principal Balance that may be novated or renegotiated according to letters (a) to (d) above per year may not exceed of 0.15% of the Maximum Receivables Amount.

**3.7.1.6. Amendments to the Seller’s Guidelines**

Under the Servicing Agreement, the Seller has agreed not to amend the Seller’s Guidelines unless such a change (i) is made in accordance with the standard of care of a prudent merchant operating a business of originating point of sale credits and unsecured consumer credits in Spain (the “**Servicer Standard of Care**”); and (ii) will not have a Material Adverse Effect on the interests of the Issuer or the Most Senior Class provided however, that no such amendment may be made unless:

- (a) in the reasonable belief of the Seller, such amendment would not (1) cause an Early Amortisation Event (including without limitation by reason of any Portfolio Performance Trigger Event) or (2) be contrary to the practice of a prudent servicer operating a consumer credit business in comparable segments provided that, where such amendment would not be materially prejudicial to the interests of the Issuer and/or



the holders of the Most Senior Class, such amendment will be deemed to be in accordance with the practice of a prudent servicer operating a consumer credit business in comparable segments; or

- (b) such amendment is (i) also applied to any comparable segment of UPL Agreements in the total portfolio which are owned and serviced by the Seller which have characteristics equivalent or substantially similar to, the UPL Agreements from which the Receivables arise and (ii) not contrary to the practice of a prudent servicer operating a consumer credit business in comparable segments provided that, where such amendment would not be materially prejudicial to the interests of the Fund and/or the holders of the Most Senior Class, such amendment will be deemed to be in accordance with the practice of a prudent servicer operating a consumer credit business in comparable segments; or
- (c) such amendment is required by any requirement of law.

The Servicer will also agree to notify in writing, each of the Management Company and the Back-Up Servicer of any material change in the Seller's Guidelines or any of the Servicer's other processes and procedures which relate to the origination and servicing or collection of the Receivables as soon as reasonably practicable following such change.

#### **3.7.1.7. Amendment to the Standard Forms**

The Seller may from time to time amend the Standard Forms of its UPL Agreements (other than: (i) the terms and conditions which relate to the matters referred to in paragraph (4) of the criteria for Eligible UPL Agreements set out in section 2.2.8.6 of the Additional Information; and (ii) terms and conditions which relate to: (x) the governing law; (y) the assignability of the UPL Agreement; and/or (z) the provision of information in respect of the UPL Agreement to third parties intending to acquire an interest in the UPL Agreement) provided, however, that no such amendment may be made unless:

- (a) in the reasonable belief of the Seller such amendment would not (1) cause an Early Amortisation Event (including without limitation by reason of any Portfolio Performance Trigger Event) or (2) be contrary to the practice of a prudent lender or servicer operating a consumer credit business in comparable segments, provided that where such amendment would not be materially prejudicial to the interest of the Issuer, such amendment will be deemed to be in accordance with the practice of a prudent lender or servicer operating a consumer credit business in comparable segments;
- (b) such amendment is also applied to any comparable segment of UPL Agreements which are owned and serviced by the Seller which have characteristics equivalent or substantially similar to, the UPL Agreements from which the Transferred Receivables arise; or
- (c) such amendment is required by any Requirement of Law.

#### **3.7.1.8. Advance of funds**

In no event will the Servicer advance any amount that has not been previously received from the Obligors as principal or an outstanding instalment, interest or financial charge, prepayment or other item arising from the Credit.

#### **3.7.1.9. Calculations and determinations**

The Management Company, based on the information provided by the Servicer, will be responsible on each Determination Date, for (i) calculating the Available Funds, (ii) the notification of certain calculations to the Swap Counterparty, and (iii) notification to the Paying Agent and the Accounts Bank of the matters required to be notified to them by the

Management Company under the Transaction Documents and (iv) all other calculations and determinations as set out in the Transaction Documents.

#### **3.7.1.10. Reporting**

The Servicer will:

- (a) prepare the Monthly Servicer Report for the benefit of the Management Company in accordance with the provisions of the Servicing Agreement; and
- (a) provide to the Originator, as Reporting Entity, and to the Management Company certain loan-by-loan and other information in relation to the Securitised Portfolio to the extent required by and in accordance with Article 7(1)(a) and Article 7(1)(e) of the EU Securitisation Regulation and Article 7(1)(a) and Article 7(1)(e) of the UK Securitisation Regulation as in force and in effect on the Incorporation Date (which shall be the Monthly Servicer Report). In particular, the Servicer shall provide in a timely manner to the Originator, as Reporting Entity, and to the Management Company, any reports, data and other information in the correct format to fulfil the reporting requirements of Article 7 of the EU Securitisation Regulation.

The Servicer must periodically inform the Management Company and the Rating Agencies of the Obligors' level of compliance with their obligations arising from the Credits, of the compliance by the Servicer with its obligation to deposit the amounts received from the Credits, of the actions taken in the event of delay, and of the existence of hidden defects in the Credits.

The Servicer must prepare and deliver to the Management Company the additional information that the Management Company may reasonably request regarding the Credits or the rights arising therefrom.

#### **3.7.1.11. Exceptional expenses**

On each Payment Date, the Servicer shall be entitled to the reimbursement of all exceptional expenses incurred in connection with the administration of the Receivables, subject to their justification to the Management Company. Such expenses shall include, inter alia, those arising from the enforcement of the security or guarantees but expressly excluding any extrajudicial expenses, and they shall be paid provided that the Fund has sufficient liquidity in accordance with the Pre-Enforcement Priority of Payments.

Such exceptional expenses will be paid in accordance with the Pre-Enforcement Priority of Payments and the Post-Enforcement Priority of Payments set forth in sections 3.4.7.2 and 3.4.7.3 of this Additional Information, respectively.

#### **3.7.1.12. Reductions, early collections and refinancings**

- (a) Reductions

If the amount paid or payable in respect of any Receivable (which is not a Defaulted Receivable) is reduced after the relevant Cut-Off Date relating thereto by reason of:

- (i) a reduction by, or on behalf of, the Seller by any rebate, refund, waiver of billed interest or adjustment (including Servicer errors);
- (ii) a fraudulent or counterfeit charge; or
- (iii) any set-off or counterclaim by an Obligor with respect to such Receivable and/or the related UPL Agreement,

(each a "**Reduction**"),

then the Seller shall be treated as having been paid the amount of such Reduction on the date of such Reduction (in addition to any other amounts which may be paid or payable in respect of such Receivable).

(b) Early Collections

If any Receivable which is purported to be assigned pursuant to any Purchase Offer made pursuant to the terms of the Master Receivables Sale Agreement shall have been collected in whole or in part prior to the time of such purported assignment then the portion thereof which shall have been so collected (an “**Early Collection**”) shall be treated having been collected by the Seller immediately following such purported assignment thereof.

(c) Refinancing

If a refinancing occurs with respect to any Transferred Receivable, for the purposes of this Prospectus, the Seller will be treated as having been paid an amount (a “**Replaced Receivable Balance**”) equal to:

- (i) if such Transferred Receivable is not a Synthetic Receivable: the Principal Balance thereof on the date of such refinancing; and
- (ii) if such Transferred Receivable is a Synthetic Receivable: the Synthetic Principal Balance thereof on the date of such refinancing.

(d) Common terms

Other than in respect of any Receivables which have been repurchased in accordance with the Master Receivables Sale Agreement, after the relevant Purchase Date in respect of which a Transferred Receivable has a Reduction, Early Collection or Replaced Receivable Balance, the Seller shall be obliged to pay to the credit of the Special Collection Account an amount equal to the amount of each Reduction, Early Collection or Replaced Receivable Balance by no later than the fifth (5<sup>th</sup>) Business Day following the date on which it became aware of such Reduction, Early Collection or Replaced Receivable Balance (as the case may be) or was notified thereof by the Servicer, provided that, if any amount of interest which would otherwise be payable by an Obligor is not paid or payable as a result of a Court ruling that the contractual interest rate relating to the relevant Receivable is usurious, such amount of interest shall not be considered to be a Reduction and the Seller shall only be required to pay the amount (if any) in respect of the relevant Receivable required to ensure that the Issuer receives all remaining amounts of principal in respect of the relevant Receivable.

**3.7.1.13. Subcontracting**

The Servicer may subcontract any of the services which it has undertaken to provide by virtue of the above provisions and those of the Deed of Incorporation, except for those services that cannot be delegated pursuant to applicable law. In no case will such subcontracting entail any additional cost or expense for the Fund or the Management Company, and it must not cause a downgrade of the rating of the Rated Notes by the Rating Agencies.

Notwithstanding any subcontracting or delegation, (i) the Management Company shall not be excused or released under the subcontract or subdelegation from any of the liabilities assumed under article 26.1.b) of Law 5/2015, and (ii) the Servicer will not be discharged or released through such subcontracting or delegation from any of the liabilities assumed and that are legally attributable to or enforceable against the Servicer.

**3.7.1.14. Liability of the Servicer and indemnity**

The Servicer:

- (a) undertakes to act with due diligence as regards the collection management for the Credits as well as the custody and administration of the Credits and will be liable to the Fund, through its Management Company, for any damage that arises from its negligence;
- (b) will indemnify the Fund, through its Management Company, for any damage, loss or expense it may incur due to the failure to comply with its obligations concerning collection management and/or custody and/or administration of the Credits; and
- (c) does not assume liability in any form as regards directly or indirectly guaranteeing the success of the transaction, nor will it provide security or enter into agreements for the repurchase of the Receivables other than in accordance with the terms and conditions set forth in section 2.2.9 of this Additional Information.

Neither the Noteholders nor any other creditor of the Fund shall have any direct right of action whatsoever against the Servicer. Notwithstanding the foregoing, under article 26.1.b) and 26.2 of Law 5/2015, the Management Company shall be liable to the Noteholders and other creditors of the Fund for all and any losses caused them by a breach of its obligation to service and manage the Receivables pooled in the Fund.

**3.7.1.15. Personal Data relating to the Obligors with respect to the Receivables**

Pursuant to the Servicing Agreement, within three (3) calendar months following the Incorporation Date and thereafter on each Offer Date, the Seller shall send to the Management Company a computer file in encrypted form including the relevant personal data of the Obligors of the Receivables (the "**Personal Data Record**" or "**PDR**"). The sole purpose of such PDR is to enable the Management Company to notify the Obligors (i) upon the occurrence of a Notification Event, in the terms set forth in section 3.7.1.16 below or (ii) if the Servicer has to be replaced in accordance with the terms of section 3.7.1.17 below. Pursuant to the terms of the Servicing Agreement, a Spanish Public Notary shall hold the key which is required to decrypt the information relating to personal data of the Obligors with respect to the Receivables contained in the PDR (the "**Decoding Key**").

**3.7.1.16. Notices**

The Management Company and the Seller have agreed to not notify the assignment of the Receivables to the respective Obligors except when required by law that as of the Incorporation Date of the Fund, involves the Obligors of the Autonomous Communities of Valencia, Castilla-La Mancha and Comunidad Foral de Navarra, according to, respectively (i) Decree-Law 1/2019, of December 13, of the Consell, approving the consolidated version of the Statute of consumers and users of the Valencian Community; (ii) by Law 3/2019, of March 22, approving the Statute of consumers in Castilla La Mancha; and (iii) Regional Law 21/2019, of 4 April, on the modification and updating of the Navarra's regional civil law compilation or "Fuero Nuevo".

For these purposes, notice is not a requirement for the validity of the assignment of the Receivables. If the Seller does not notify the assignment in accordance with the abovementioned regulations, it may be subject to sanctions foreseen in such regulation which will not affect the assignment of the Receivables subject to the Spanish Civil Code.

Notwithstanding the above, in the event of insolvency, liquidation or substitution of the Seller, or upon the occurrence of a Servicer Default (each, a "**Notification Event**"), the Management Company may request the Servicer to notify the Obligors of the assignment of the outstanding Receivables to the Fund and that the payments derived therefrom will only release the debt if payment is made into the Transaction Account opened in the name of the Fund and the Servicer shall effect such notification within five (5) Business Days of the receipt of the Management Company's request. However, if the Servicer has not given the notice to the Obligors within five (5) Business Days of the receipt of the request by the Management Company, or in the case that the Servicer is in insolvency proceedings, the Management

Company itself, either directly or through a new designated servicer or agent, may notify the Obligors, to which end the Management Company may request the Spanish Public Notary to provide the Decoding Key of the PDR in order to be able to access to the data included herein.

Accordingly, the Seller will grant to the Management Company in the Deed of Incorporation the broadest powers as required by law so that it may, in the name of the Fund, notify the Obligors of the assignment at the time it deems appropriate.

The Seller will assume the expenses incurred in notifying the Obligors, even if notification is provided by the Management Company.

### **3.7.1.17. Term and replacement of the Servicer**

#### **Servicer Default**

The services will be provided by the Servicer from the Incorporation Date until all obligations assumed by the Servicer in relation to such Credits are extinguished upon full repayment of the Credits, without prejudice to the possible early revocation of its mandate or its voluntary resignation, if legally possible.

If any of the following events (a "**Servicer Default**") shall occur and be continuing:

- (a) *Failure to pay*: any failure by the Servicer to pay any amounts due pursuant to the Servicing Agreement or any other Transaction Document to the Issuer within 5 Business Days of the due date thereof or the date of demand, if payable on demand;
- (b) *Breach of Obligations*: failure on the part of the Servicer duly to observe or perform in any respect any other covenants or agreements of the Servicer set forth in the Servicing Agreement or any Transaction Document which has a Material Adverse Effect on the interests of the Most Senior Class of Notes and which failure, if capable of remedy, continues unremedied for a period of 20 days;
- (c) *Failure to deliver reports*: failure on the part of the Servicer to deliver any Monthly Servicer Report (as this term is defined in the Servicing Agreement) within 10 (ten) Business Days of the date when due, or delivery by the Servicer of an incomplete Monthly Servicer Report unless such failure is due to force majeure and/or technical delays not attributable to the Servicer, **provided that** it is delivered within 5 (five) Business Days after such events cease to persist and, in respect of an incomplete Monthly Servicer Report, such incomplete report has a Material Adverse Effect on the Noteholders of the Rated Notes;
- (d) *Breach of Representation and Warranties*: any relevant representation, warranty or certification made by the Servicer in the Servicing Agreement or in any certificate delivered pursuant thereto proves to have been incorrect when made, which has a Material Adverse Effect on the interests of the Most Senior Class of Notes and continues to be incorrect for a period of twenty-five (25) days or more after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Issuer and continues to have a Material Adverse Effect on the interests of the Most Senior Class of Notes for such period;
- (e) *Insolvency*:
  - (i) the Servicer consents to or takes any corporate action relating to the appointment of a receiver, administrator, administrative receiver, liquidator, trustee or similar officer in relation to the Servicer or in relation to all or substantially all of its revenues and assets and such receiver, administrator, administrative receiver, liquidator, trustee or similar officer is legally and validly appointed and such appointment is not discharged within fourteen (14) days;

- (ii) proceedings are initiated against the Servicer under any applicable liquidation, insolvency, composition, re-organisation or similar laws for its winding-up, dissolution, administration or re-organisation and such proceedings are not (i) discharged or stayed within sixty (60) days; (ii) being disputed by the Servicer in good faith with a reasonable prospect of success, circumstance which must be certified by written notice of the Most Senior Class of Notes (the delivery of such notice being approved by means of an Extraordinary Resolution); or (iii) frivolous or vexatious;
  - (iii) a duly authorised officer of the Servicer shall admit in writing that the Servicer is unable to pay its debts as they fall due ("*no puede cumplir regularmente sus obligaciones exigibles*") within the meaning of Article 2.3 of the Spanish Insolvency Law or the Servicer makes a general assignment or trust for the benefit of or a composition with its creditors or voluntarily suspends payments of its obligations with a view to the general readjustment or rescheduling of its indebtedness or takes any action under Articles 585 *et seq.* or Articles 614 *et seq.* of the Spanish Insolvency Law;
- (f) *Licenses*: the Servicer fails to maintain any qualifications, licences, approvals or consents necessary to undertake its servicing duties under the Servicing Agreement where such failure would have a Material Adverse Effect on the interests of the Most Senior Class of Notes and such failure continues unremedied for a period of thirty (30) days or more after the date on which the Servicer is aware of such failure;
  - (g) *Delegation*: the Servicer delegates any of its duties hereunder otherwise than in accordance with the Transaction Documents;
  - (h) *Illegality*: it is or becomes unlawful for the Servicer to perform any of its obligations under the Transaction Documents to which it is a party or any of the Transaction Documents cease to be legal, valid, binding and enforceable obligations of the Servicer; or
  - (i) *Litigation*: the commencement of any material litigation or regulatory proceedings in respect of the Servicer.

Then so long and so long as such Servicer Default shall not have been remedied or waived, the Management Company, with prior notice to the Rating Agencies, may terminate all of the rights and obligations of the Servicer as Servicer under the Servicing Agreement by giving notice in writing to the Servicer (a "**Servicer Termination Notice**").

Notwithstanding the foregoing, a delay in or failure of performance referred to under events (b), (d), (e)(i) and (e)(ii) above for an additional period of 45 Days, shall not constitute a Servicer Default if the Servicer presents a reasonable plan to remedy such Servicer Default which is approved by the Meeting of Creditors by means of an Extraordinary Resolution.

#### **Effect of Servicer Termination Notice**

After receipt by the Servicer of a Servicer Termination Notice, and on the date that a successor servicer (which may be the Back-Up Servicer) (the "**Successor Servicer**") shall have been appointed by the Management Company, in the name and on behalf of the Issuer as further described in sub-section "*Appointment of Successor*" below, all authority and power of the Servicer under the Servicing Agreement shall pass to and be vested in a Successor Servicer, in the terms and under the conditions set forth in the Servicing Agreement.

Upon the delivery of a Servicer Termination Notice, the Servicer undertakes to carry out the following actions:

- (a) To make available upon the Management Company's request the most up to date version of the PDR necessary to issue collection orders to Obligors or to have served on Obligors the notice referred to below.

The communication and use of such data shall be limited and in any event subject to compliance with the Organic Law 3/2018, of 5 December, on personal data protection and guarantee of digital rights or law replacing, amending or implementing the same and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

- (b) To assist the Management Company and the Successor Servicer using all reasonable efforts in the substitution process in terms set out in the Servicing Agreement and, as the case may be, notify the Obligors.
- (c) As soon as reasonably practicable, transfer its electronic records or electronic copies thereof relating to the Transferred Receivables to the Successor Servicer and promptly transfer to the Successor Servicer all other records, correspondence and documents reasonably necessary for the Successor Servicer to carry out the servicing of the Receivables in relation to the Transferred Receivables in the manner and at such times as the Successor Servicer shall reasonably request;
- (d) To do such things and execute such contracts as shall require the Servicer's involvement in order for functions to be effectively transferred to the new Servicer, in the terms set out in the Servicing Agreement.

#### **Appointment of Successor**

On and after the receipt by the Servicer of a Servicer Termination Notice, the Servicer shall continue to perform all of its servicing functions under the Servicing Agreement until, in circumstances where a Back-Up Servicer is not then in place, a Successor Servicer has been appointed. The Management Company, in the name and on behalf of the Issuer, shall, as promptly as possible after the giving a Servicer Termination Notice to the Servicer, appoint the Back-Up Servicer as a Successor Servicer in accordance with the terms of the Back-Up Servicing Agreement. To the extent that the Management Company, in the name and on behalf of the Issuer, is unable to appoint the Back-Up Servicer as Successor Servicer in accordance with the Back-Up Servicing Agreement, the Management Company, in the name and on behalf of the Issuer, shall appoint a Successor Servicer which shall at the time of its appointment as Successor Servicer be an Eligible Servicer, and shall appoint such Successor Servicer on substantially the same terms as the Servicing Agreement.

"**Eligible Servicer**" shall mean an entity which, at the time of its appointment as Servicer, (a) is servicing a portfolio of unsecured personal credits, (b) is legally qualified and has the capacity to service the UPL Agreements and (c) is qualified (or licensed) to use the software that the Servicer is then currently using to service the UPL Agreements or obtains the right to use, or has its own, software which is adequate to perform its duties under the Servicing Agreement.

#### **3.7.1.18. Servicer's remuneration**

As consideration for being in charge of the custody, administration and management of the Credits, the Servicer will receive the administration fee set out in the Servicing Agreement (the "**Servicer's Fee**").

If the Fund, through its Management Company, does not pay the entire Servicer's Fee on a Payment Date due to the lack of sufficient liquidity in accordance with the Pre-Enforcement



Priority of Payments, any unpaid amounts shall be added –without any kind of penalty– to the fee to be paid on the following Payment Date.

**3.7.1.19. Back-Up Servicer**

The Management Company, in the name and on behalf of the Fund, will appoint the Back-Up Servicer pursuant to a back-up servicing agreement entered into on the Incorporation Date (the "**Back-Up Servicing Agreement**"). Pursuant to the Back-Up Servicing Agreement, the Back-Up Servicer will agree to, following receipt of notice from the Issuer that the Issuer has served a written notice on the Servicer in accordance with the provisions of the Servicing Agreement, terminating all of the rights and obligations of the Servicer as servicer under the Servicing Agreement assume and perform all obligations of the Servicer under the Servicing Agreement. For clarification purposes, once the Back-Up Servicer has replaced the Servicer under the Servicing Agreement and assumed all of its functions and obligations under the Servicing Agreement, all references to the Servicer shall be understood as references to the Back-Up Servicer in its new condition of Servicer.

Under the terms of the Back-Up Servicing Agreement, the Back-Up Servicer may at its own cost subcontract or delegate its powers and obligations under the Back-Up Servicing Agreement. Any such subcontracting or delegation will not abrogate or relieve the Back-Up Servicer of any of its obligations under the Back-Up Servicing Agreement. The Back-Up Servicer is required, among other things, to open the Back-Up Servicer Collection Account within 30 days of execution of the Back-Up Servicing Agreement and procure that such account is pledged to the Issuer pursuant to the Back-Up Servicer Collection Account Pledge Agreement.

**3.7.2. Management Company**

**3.7.2.1. Management, administration and representation of the Fund and of the Noteholders**

The administration and legal representation of the Fund will correspond to the Management Company, in the terms provided in article 26 of the Law 5/2015 and other applicable law, as well as in the terms of the Deed of Incorporation and this Prospectus.

The name, address and significant activities of the Management Company are detailed in section 6 of the Registration Document.

The Management Company is also responsible for representing and defending the interests of the Noteholders and of the other creditors of the Fund. Accordingly, the Management Company must at all times take into account the interests of the Noteholders, acting in the defence thereof and adhering to applicable law and regulations for such purpose.

The Management Company must perform its activities with the utmost diligence required thereof in accordance with Law 5/2015, representing the Fund and defending the interests of the Noteholders and of the other creditors of the Fund as if handling its own interests, caring for the levels of diligence, reporting and defence of the interests of the former and avoiding situations involving conflicts of interest, and giving priority to the interests of the Noteholders and the other creditors of the Fund over its own interests.

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

The Management Company has the necessary resources, including suitable technology information systems, to discharge its duties of administering the Fund as attributed thereto by Law 5/2015.



**3.7.2.2. Administration and representation of the Fund**

The Management Company's obligations and actions in the fulfilment of its duties to manage and act as the authorised representative of the Fund, for illustrative purposes only and without prejudice to any other obligations and actions provided in this Prospectus, are the following:

- (a) to open the Fund Accounts, in the name of the Fund, initially with the Accounts Bank;
- (b) to exercise the rights attaching to ownership of the Receivables of the Fund, and generally carry out any such acts of administration and disposal as may be necessary for the proper performance of the administration and legal representation of the Fund;
- (c) to carry out the financial servicing of the Receivables with due diligence and rigour, without prejudice to the management duties assumed by the Seller in its capacity as Servicer, in accordance with the provisions of section 3.7.1 above;
- (d) to verify that the amounts effectively received by the Fund correspond to the amounts that the Fund must receive in accordance with the conditions of each Receivable and the conditions of the various contracts;
- (e) to validate and control the information that it receives from the Servicer in connection with the Credits, as regards collections of ordinary payments, prepayments of principal, payments of unpaid instalments, and status and control of non-payments;
- (f) to calculate the available funds and the movements of funds it will have to make once they have been applied in accordance with the Pre-Enforcement Priority of Payments or the Post-Enforcement Priority of Payment, as applicable, ordering transfers of funds between the various assets and liability accounts and making the applicable payment instructions, including those allocated to pay the financial servicing of the Notes;
- (g) to calculate and settle the amounts for interest and fees, it must be received and paid through the various financial credit and debit accounts, as well as the fees to be paid for the various financial services arranged and the amounts pertaining to the Notes for the repayment of principal and for interest;
- (h) to comply with its calculation obligations established in this Additional Information and in the Bank Accounts Agreement, which are described in sections 3.4.4.1 and 3.4.5.1 of this Additional Information. If the Management Company does not receive the information required to comply with such calculation obligations in order to determine the available funds before the following Payment Date, these will be determined as the amounts deposited in the Transaction Account on the Determination Date preceding the Payment Date, by carrying out the necessary estimates in order to calculate the amounts to be collected;
- (i) to closely supervise the actions of the Servicer for the recovery of non-payments, by giving instructions, when applicable, in order to bring any enforcement proceedings. To carry out the corresponding actions that might be required according to the circumstances;
- (j) to keep the accounting books of the Fund with due separation from those of the Management Company, to render accounts and to comply with the tax or any other legal obligations that might correspond to the Fund;
- (k) to provide the Noteholders, the CNMV and the Rating Agencies with such information and notices as are required by the applicable legal provisions and, in particular, those specified in this Prospectus;

- (l) to enter into, extend or amend the agreements it has executed on behalf of the Fund, replace each of the providers of services for the Fund by virtue of such agreements and also, if necessary, enter into additional agreements; all of the foregoing subject to applicable law, after obtaining the prior authorisation, if required, from the CNMV or the competent governmental body, and after notifying the Rating Agencies, and provided that such actions do not lead to a downgrade in the rating of the Rated Notes and do not impair the interests of the Noteholders. Any amendment to the Deed of Incorporation will be made pursuant to the provisions of article 24 of the Law 5/2015 and subject to the terms of the relevant Transaction Documents;
- (m) to appoint and replace, if applicable, the auditor of the Fund;
- (n) to prepare and submit to the CNMV and the competent bodies all documents and information that must be submitted pursuant to applicable legal provisions and the terms of this Prospectus, or when so requested by the CNMV and other competent bodies, and prepare and submit to the Rating Agencies any information they may reasonably request;
- (o) to make appropriate decisions in relation to the liquidation of the Fund, including the decision for the early redemption of the Notes and liquidation of the Fund, in accordance with the provisions of this Prospectus;
- (p) not take actions that could downgrade the rating of the Rated Notes, and procure the adoption of those measures which are reasonably within its reach in order for the rating on the Notes not to be adversely affected at any time; and
- (q) to manage the Fund in such a manner that its net asset value is always zero.

### **3.7.2.3. Resignation and replacement of the Management Company**

The Management Company will be replaced in the administration and representation of the Fund in accordance with the provisions of articles 27, 32 and 33 of Law 5/2015.

#### **Resignation**

In accordance with article 32 of Law 5/2015, the Management Company may resign from its duties of management and representation of all or part of the funds managed whenever it deems appropriate, subject to the authorisation of the CNMV in accordance with the procedure and on the terms, which may be established by way of subsequent implementing regulations.

The Management Company may in no event resign its duties until and unless all requirements and formalities have been complied with in order for the entity replacing it to take over its duties. The substitution expenses originated shall be borne by the resigning management company and may in no event be passed on to the Fund.

#### **Mandatory replacement**

The Management Company will be replaced if it is subject to any of the grounds for dissolution under articles 360 *et seq.* of the Spanish Companies Act. The Management Company must notify the CNMV of the occurrence of any of such grounds. In such case, the Management Company must comply with the provisions of the previous section prior to its dissolution.

If the Management Company is declared insolvent or its authorisation revoked, in accordance with articles 33 and 27 of Law 5/2015, respectively, a management company must be appointed. The replacement must become effective within four (4) months of the date of occurrence of the event causing the replacement. If the Management Company has not appointed a new management company within four (4) months of the event causing the

replacement, the Fund will be early liquidated and the Notes early redeemed in accordance with section 4.4.5 of the Registration Document.

The replacement of the Management Company and appointment of the new management company, approved by the CNMV in accordance with the provisions of the above paragraphs, will be reported to the Rating Agencies and will be published within a period of fifteen (15) days by means of an announcement in two (2) nationally-circulated newspapers and in the bulletin of the AIAF.

The Management Company undertakes to execute any public or private documents needed to proceed with the replacement thereof by another management company in accordance with the procedure explained in the preceding paragraphs of this section. The replacement management company must subrogate to the rights and obligations of the Management Company as established in this Additional Information. Furthermore, the Management Company must deliver to the new management company any documents and accounting and database records relating to the Fund that are in its possession.

#### **3.7.2.4. Subcontracting of the Management Company**

Pursuant to the provisions of the Deed of Incorporation and this Prospectus, the Management Company will be entitled to subcontract or delegate the provision of any of the services to be performed under the Deed of Incorporation and this Prospectus in favour of reputable third parties, provided that the subcontractor or delegate waives any actions against the Fund for liability.

In any case, the subcontracting or delegation of any service (i) cannot involve any additional cost or expense for the Fund, (ii) must be permitted by the applicable laws and regulations, (iii) must not cause a downgrade in the rating of the Notes by the Rating Agencies, and (iv) must be communicated to the CNMV, and if legally required must have the prior approval thereof. Such subcontracting or delegation will not be a waiver of or release the Management Company from any of the liabilities assumed by virtue of this Prospectus that are legally attributable thereto or that may be enforced against it.

#### **3.7.2.5. Management Company's remuneration for the performance of its duties**

The Management Company will receive as remuneration for its services the fee set out in a separate fee letter (the "**Management Company Fee**").

In case that the current legislation applicable is modified, implying additional requirements to the Management Company, the reasonable expenses incurred by the Management Company will be borne by the Fund.

#### **3.8. Name and address and brief description of any swap counterparties and any providers of other material forms of credit/liquidity enhancement or accounts.**

Section 3.1 of the Securities Note contains a brief description of counterparties to the contracts described below.

(a) Interest Rate Swap Agreement

Banco Santander is the Swap Counterparty under the Interest Rate Swap Agreement, as described in section 3.4.8.1 of this Additional Information.

(b) Bank Accounts Agreement

Banco Santander is the Fund's counterparty in the Bank Accounts Agreement, as described in section 3.4.5.1 of this Additional Information.

#### 4. POST-ISSUANCE REPORTING

##### 4.1. **Obligations and deadlines envisaged for the preparation, auditing and approval of the annual and quarterly financial statements and management report**

The Management Company will submit the Fund's annual financial statements mentioned in sub-section 1 of article 35 of Law 5/2015, together with the auditors' report in respect thereof, to the CNMV within four (4) months following the close of the Fund's financial year, which will coincide with the calendar year (i.e., prior to 30 April of each year).

Additionally, according to sub-section 3 of article 35 of Law 5/2015, the Management Company must present the Fund's quarterly financial statements to the CNMV within two (2) months of the end of each calendar quarter.

##### 4.2. **Obligations and deadlines contemplated for availability to the public and delivery to the CNMV and the Rating Agency of periodic information on the economic/financial status of the Fund**

###### 4.2.1. **Ordinary periodic notices**

The Management Company, in its management and administration of the Fund, undertakes to supply the information described below and any other additional information as may be reasonably requested thereof with the utmost diligence possible and within the deadlines provided.

###### (a) Information in relation to the Notes

For so long as the Notes remain outstanding, at least two (2) Business Days in advance of each Payment Date, the Management Company will inform the Noteholders of the following:

- (i) the Interest Rate resulting for the Notes for the following Interest Accrual Period;
- (ii) the interest amounts payable on the Notes for the current Interest Accrual Period;
- (iii) the principal amounts payable on the Notes for the current Interest Accrual Period;
- (iv) the actual average prepayment rates of the Receivables as of the Determination Date corresponding to the Payment Date in question;
- (v) the average residual life of the Notes calculated pursuant to the assumptions regarding such actual average prepayment rate; and
- (vi) the Principal Amount Outstanding of each Note (after the repayment to be made on the Payment Date in question), and the percentage that such Principal Amount Outstanding represents of the total initial nominal value of each Note.

Notices specified in this section 4.2.1.(a) shall be made in accordance with the provisions of section 4.2.3 below, and will also be submitted to CNMV, IBERCLEAR and AIAF at least two (2) Business Days in advance of each Payment Date.

###### (b) Information in relation to the underlying assets and the Fund

In relation to the Receivables following a Payment Date, the following information shall be published in the Management Company's website: (i) Principal Balance of the

Receivables; (ii) interest and principal amount of instalments in arrears; and (iii) Principal Balance of Defaulted Receivables.

In relation to the economic and financial position of the Fund, the Management Company shall prepare and publish on its website a report on the source and subsequent application of the Interest Available Funds and the Principal Available Funds (as applicable) in accordance with the Pre-Enforcement Priority of Payments.

(c) Reports

The Management Company will submit to the CNMV the following reports:

- (i) The annual report referred to in article 35.1 of Law 5/2015 containing, inter alia, the financial statements (balance sheet, profit & loss account, cash flow and recognised income and expense statements, annual report and management report) and audit report, within four (4) months following the close of the Fund's financial year, which will coincide with the calendar year (i.e., prior to 30 April of each year).
- (ii) The quarterly reports referred to in article 35.3 of Law 5/2015, containing the Fund's quarterly financial statements within two (2) months following the end of each calendar quarter.

(d) Information referred to EU Securitisation Regulation

Pursuant to the obligations set forth in article 7(2) of the EU Securitisation Regulation, the originator, the SSPE of a securitisation shall designate amongst themselves one entity to submit the information set out in points (a), (b), (d), (e), (f) and (g) of article 7(1) to a registered securitisation repository of the EU Securitisation Regulation. The disclosure requirements of Article 7 of the EU Securitisation Regulation apply in respect of the Notes.

The Commission Delegated Regulation (EU) 2020/1224 of 16 October 2019 supplementing the EU Securitisation Regulation with respect to regulatory technical standards specifying the information and the details of a securitisation to be made available by the originator, sponsor and SSPE (the "**EU Disclosure RTS**") sets out the information and the details to be made available by the originator, the sponsor and the SSPE of a securitisation. Likewise, the Commission Implementing Regulation (EU) 2020/1225 of 29 October 2019 laying down implementing technical standards with regard to the format and standardised templates for making available the information and details of a securitisation by the originator, sponsor and SSPE (the "**EU Disclosure ITS**") set out the format and standardised templates for making available the information and details of a securitisation.

Article 7, in accordance with Article 22.5 of the EU Securitisation Regulation

The Reporting Entity, directly or delegating to any other agent on its behalf, will:

- (a) following the Incorporation Date:
  - (i) publish a quarterly investor report in respect of each Interest Accrual Period, as required by and in accordance with (i) Article 7(1)(e) of the EU Securitisation Regulation, the EU Disclosure RTS and the EU Disclosure ITS and (ii) Article 7(1)(e) of the UK Securitisation Regulation, the UK Disclosure RTS and the UK Disclosure ITS (as if it were applicable to it and solely as it applies and is interpreted on the Disbursement Date), no later than one month after the relevant Payment Date; and

- (ii) publish on a quarterly basis certain loan-by-loan information in relation to the Receivables in respect of each Interest Accrual Period, as required by and in accordance with (i) Article 7(1)(a) of the EU Securitisation Regulation, the EU Disclosure RTS and the EU Disclosure ITS, and (ii) Article 7(1)(a) of the UK Securitisation Regulation, the UK Disclosure RTS and the UK Disclosure ITS (as if it were applicable and solely as it applies and is interpreted on the Disbursement Date) no later than one month after the relevant Payment Date, and simultaneously with the quarterly investor report;
- (b) publish, in accordance with (i) Article 7(1)(f) of the EU Securitisation Regulation, without delay any inside information made public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on and market abuse and (ii) Article 7(1)(f) of the UK Securitisation Regulation (as if it were applicable and solely as it applies and is interpreted on the Disbursement Date), without delay any inside information made public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on and market abuse as if it forms part of UK domestic law by virtue of the EUWA ("**UK MAR**");
- (c) publish without delay any significant event including any significant events described in (i) article 7(1)(g) of the EU Securitisation Regulation and (ii) article 7(1)(g) of the UK Securitisation Regulation (as if it were applicable and solely as it applies on the Disbursement Date); and
- (d) make available within 15 calendar days of the Disbursement Date copies of the relevant Transaction Documents and this Prospectus in accordance with (i) Article 7(1)(b) of the EU Securitisation Regulation and (ii) Article 7(1)(b) of the UK Securitisation Regulation (as if it were applicable and solely as it applies on the Disbursement Date) other than the Management, Placement and Subscription Agreement (which will not be made available) and the Back-Up Servicer Collection Account Pledge Agreement, which will be made available in final form as soon as practicable following execution thereof.

The Reporting Entity, directly or delegating to any other agent on its behalf, will publish or make otherwise available the reports and information referred to in paragraphs (a) to (f) (inclusive) above as required under Article 7 and Article 22 of the EU Securitisation Regulation by means of the EU Securitisation Repository.

The Originator shall be responsible for compliance with article 7, in accordance with Article 22.5 of the EU Securitisation Regulation and has been designated as the Reporting Entity for the purposes of article 7.2 of the EU Securitisation Regulation.

The Reporting Entity (or any agent on its behalf) will make the information referred to above available to the Noteholders, relevant competent authorities referred to in Article 29 of the EU Securitisation Regulation and, upon request, to potential investors in the Notes. In addition, the Reporting Entity undertakes to provide information to and to comply with written confirmation requests of the EU Securitisation Repository, as required under Commission Delegated Regulation (EU) 2020/1229 including any relevant guidance and policy statements relating to the application thereof.

The quarterly investor reports shall include, in accordance with article 7(1), subparagraph (e)(iii) of the EU Securitisation Regulation, information about the risk retention, including information on which of the modalities provided for in article 6(3) has been applied, in accordance with article 6 of the EU Securitisation Regulation.

Article 22 of the EU Securitisation Regulation

Furthermore, in accordance with Article 22 of the EU Securitisation Regulation, the Seller, as Originator (or any agent on its behalf) will make available (or has made available) to potential investors, before pricing, the following information:

- (a) Delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, for a period no shorter than five (5) years.
- (b) With the assistance of Jefferies, a liability cash flow model which precisely represents the contractual relationship of the Receivables and the payments flowing between the Seller, the Fund and the Noteholders (and shall, after pricing, make that model available to Noteholders on an ongoing basis and to potential investors upon request).
- (c) The loan-by-loan information required by point (a) of the first subparagraph of article 7(1) of the EU Securitisation Regulation.
- (d) Draft versions of the Transaction Documents (excluding the Management, Placement and Subscription Agreement) and the STS Notification.

The final STS Notification will be made available to Noteholders on or about the Incorporation Date or the Disbursement Date, to CNMV as competent authority and, upon request, to potential investors.

The Originator may also resign its appointment as Reporting Entity by giving a prior notice to the Management Company. Notwithstanding the foregoing, such resignation will not become effective until a new entity has been designated to replace it in accordance with article 7.2 of the EU Securitisation Regulation.

Any failure by the Originator to fulfil such obligations may cause the transaction to be non-compliant with the EU Securitisation Regulation.

The breach of the transparency obligations under Article 7 of the EU Securitisation Regulation may lead to pecuniary sanctions being imposed on the Fund (or eventually, the Management Company, acting on behalf of the Fund) or the Seller (as originator) pursuant to article 32 of the EU Securitisation Regulation and article 38 of Law 5/2015 (as amended by the Securities Market Act), without prejudice of the potential effect on the STS status of this transaction.

If a regulator determines that the transaction did not comply or is no longer in compliance with the reporting obligations, then investors may be required by their regulator to set aside additional capital against their investment in the Notes or take other remedial measures in respect of their investment in the Notes. The Fund (or eventually, the Management Company, acting on behalf of the Fund) and/or the Seller (as originator) may be subject to administrative sanctions in the case of negligence or intentional infringement of the disclosure requirements, including pecuniary sanctions.

Any such pecuniary sanctions imposed on the Fund (or eventually, the Management Company, acting on behalf of the Fund) may materially adversely affect the Fund's ability to perform its obligations under the Notes and any such pecuniary sanction levied on the Seller (as originator) may materially adversely affect the ability of the Seller to perform its obligations under the Transaction Documents and could have a negative impact on the price and liquidity of the Notes in the secondary market.

Each prospective investor is required to independently assess and determine the sufficiency of the information described above for the purposes of complying with



article 5 of the EU Securitisation Regulation and none of Pepper Spain (in its capacity as Reporting Entity), or the Management Company (on behalf of the Fund) or the Joint Lead Managers, makes any representation that the information described above is sufficient in all circumstances for such purposes.

#### 4.2.2. Extraordinary notices

Pursuant to article 36 of Law 5/2015, the Management Company must give immediate notice to the CNMV and to its creditors of any material event specifically relevant to the situation or development of the Fund. Material facts specifically relevant to the Fund will be those that could have a significant impact on the Notes issued or on the Receivables.

In particular, material facts will include any relevant modification to the assets or liabilities of the Fund, the occurrence of any of the events referred to in the definition of the Early Amortisation Event, the occurrence of an Event of Default, any amendment to the Deed of Incorporation, and, if applicable, the resolution on the setting-up of the Fund or any eventual decision regarding the Early Liquidation of the Fund and Early Redemption of the Notes for any of the causes established in this Prospectus. In the case of the latter, the Management Company will also submit to the CNMV the certificate executed before a public notary evidencing the winding-up of the Fund and subsequent liquidation procedure described in section 4.4.5 of the Registration Document.

Notice of any change to the Deed of Incorporation must be provided by the Management Company to the Rating Agencies and will be published by the Management Company in the regular public information on the Fund and must also be published on the website of the Management Company.

This section also includes, *inter alia*, changes in the ratings of the Rated Notes and the steps to be taken if triggers are activated due to a downgrade in the rating of the counterparty to the financial agreements or due to any other cause.

#### 4.2.3. Procedure

Notices to Noteholders which, pursuant to the above, must be provided by the Fund, through its Management Company, will be provided as follows:

(a) Ordinary notices

Ordinary periodic notices referred to in section 4.2.1 above shall be given by publication in the AIAF daily bulletin or any other that may hereafter replace it or another of similar characteristics, or by publishing the appropriate insider information (*información privilegiada*) or other relevant information (*otra información relevante*), as applicable, with CNMV.

(b) Extraordinary notices

Extraordinary notices referred to in section 4.2.2 above shall be given by publishing the appropriate insider information (*información privilegiada*) or other relevant information (*otra información relevante*), as applicable, with CNMV.

These notices will be deemed to be provided on the date of publication thereof, and are appropriate for any day of the calendar, whether or not a Business Day (for purposes of this Prospectus).

Additionally, the Management Company may provide Noteholders with ordinary and extraordinary notices and other information of interest to them through its website (<http://www.imtitulizacion.com/>).



(c) Reporting to the CNMV

Information regarding the Fund will be forwarded to the CNMV according to the formats contained in Circular 2/2016 regarding securitisation funds, as well as any information in addition to the above that is required by the CNMV or pursuant to the applicable legal provisions at any time.

(d) Reporting to the Rating Agencies

The Management Company will provide the Rating Agencies with periodic information on the status of the Fund and the performance of the Credits so that they may monitor the ratings of the Rated Notes and the special notices. It will also use its best efforts to provide such information when reasonably requested to do so and, in any case, when there is a significant change in the conditions of the Fund, in the agreements entered into by the Fund through its Management Company, or in the interested parties.

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Ms. Carmen Barrenechea Fernández, for and on behalf of INTERMONEY TITULIZACIÓN, S.G.F.T., S.A. acting in her capacity as director of the Management Company, hereby signs this Prospectus in Madrid on 8 October 2024.

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**Ms. Carmen Barrenechea Fernández**  
Director

## DEFINITIONS

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### Interpretation

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Words and expressions in this Prospectus shall, except so far as the context otherwise requires, have the same meanings as those set out in this section headed "*Definitions*". These and other terms used in this Prospectus are subject to the definitions of such terms set out in the Transaction Documents, as they may be amended from time to time.

All references in this Prospectus to Euro, euro, EUR or € are to the lawful currency of the Member States of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the European Union.

Certain monetary amounts and currency translations included in this Prospectus have been subject to rounding adjustments; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which preceded them.

The language of this Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

### Definitions

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"**€STR**" shall mean the reference interest rate reflecting overnight lending transactions of banks within the Eurozone on the penultimate business day of the Accrual Period and published on the last business day of the Accrual Period. For the purposes of this Section, a business day is any day that is not a Saturday, a Sunday or a bank holiday according to the real time gross settlement system (T2) operated by the Eurosystem (or any successor system thereto).

"**A&O Shearman**" means Allen Overy Shearman Sterling.

"**Accelerated Amortisation Event**" ("**Supuesto de Amortización Acelerada**") means the approval of an Enforcement Resolution by the Meeting of Creditors following the occurrence of an Event of Default.

"**Accelerated Amortisation Period**" ("**Periodo de Amortización Acelerada**") means the period commencing on the date of occurrence of an Accelerated Amortisation Event.

"**Accounts Bank**" ("**Banco de Cuentas**") means BANCO SANTANDER, S.A. in its capacity as accounts bank appointed by the Management Company, or such other entity as may be selected by the Management Company, on behalf of the Fund, to act in its place.

"**Additional Confirmations**" ("**Confirmaciones Adicionales**") means the additional Confirmations to be executed by and between the Swap Counterparty and the Management Company, in the name and on behalf of the Fund, during the Revolving Period in accordance with the terms set forth in section 3.4.8.1 of the Additional Information.

"**Additional Information**" ("**Información Adicional**") means the additional information to the Securities Note to be included in the Prospectus, prepared using the form provided in Annex 19 of the Prospectus Delegated Regulation.

"**Additional Receivables**" ("**Derechos de Crédito Adicionales**") means the receivables assigned to the Fund by the Seller on each Purchase Date as established in section 2.2.2.3 of the Additional Information.

**"Adjourned Meeting"** ("**Junta Aplazada**") has the meaning attributed to this term in the Rules.

**"Affiliate"** ("**Afiliada**") means, in respect of any Person, any other Person controlling, controlled by or under common control with such Person.

**"Aggregate Outstanding Amount of Receivables"** ("**Importe Vivo Agregado de Derechos de Crédito**") means, in respect of all Transferred Receivables on any date of calculation, the aggregate Principal Balance of the Eligible Receivables.

**"AIAF"** means AIAF Fixed-Income Market (*AIAF Mercado de Renta Fija*).

**"Alternative Base Rate"** ("**Tipo de Referencia Alternativo**") means the alternative base rate determined by the Rate Determination Agent to substituted EURIBOR as the Reference Rate of the Notes.

**"Amortisation Period"** ("**Periodo de Amortización**") shall mean the period commencing on the date of the occurrence of the earlier of: (i) the Specified Revolving Period End Date (but excluding that date); and (ii) the date of occurrence of an Early Amortisation Event (and including that date), and ending on the earlier of: (a) the date of approval of an Enforcement Resolution by the Meeting of Creditors; and (b) the date on which there are no amounts outstanding in respect of the Notes.

**"Amortisation Period Principal Priority of Payments"** ("**Orden de Prelación de Pagos del Periodo de Amortización**") has the meaning attributed to this term in section 3.4.7.2.2 of the Additional Information.

**"APR"** ("**Tasa Anual Equivalente**" or "**TAE**") means the rate (expressed as a percentage) that indicates the cost or effective yield of a credit, calculated considering the nominal interest rate, any bank expenses, fees and commissions and the term of the credit.

**"Arranger"** ("**Entidad Directora**") means JEFFERIES GMBH, S.A.

**"Available Funds"** ("**Fondos Disponibles**") means the Interest Available Funds and the Principal Available Funds.

**"Available Funds for Purchase of Additional Receivables"** ("**Fondos Disponibles para la Compra de Derechos de Crédito Adicionales**") means, for each Purchase Date in any relevant natural month during the Revolving Period, the result of:

- (a) the remaining Pre-Funding Reserve Fund not previously used; *plus*
- (b) the Unapplied Amounts at the end of the immediately prior month; *plus*
- (c) the minimum between:
  - (i) the aggregate Principal Collections reported by the Servicer from the prior Calculation Date (excluded) until the relevant Purchase Date; and
  - (ii) the collections credited in the Transaction Account from the prior Calculation Date (excluded) until the relevant Purchase Date; *less*
- (d) the purchase price paid for the Additional Receivables assigned from the prior Calculation Date (excluded) until the relevant Purchase Date.

**"Back-Up Servicer"** ("**Administrador de Respaldo**") means Pepper Spanish Servicing, S.L.U.

**"Back-Up Servicer Collection Account"** ("**Cuenta de Cobros del Administrador de Respaldo**") means the account opened at the Back-Up Servicer Collection Account Operating Bank pursuant to the Back-Up Servicing Agreement.

**"Back-Up Servicer Collection Account Operating Bank"** (**"Banco Operativo de la Cuenta de Cobros del Administrador de Respaldo"**) means Banco Santander S.A. or any other bank approved in writing by the Issuer from time to time.

**"Back-Up Servicer Collection Account Pledge Agreement"** (**"Contrato de Prenda sobre la Cuenta de Cobros del Administrador de Respaldo"**) means the collection account pledge agreement in relation to the Back-Up Servicer Collection Account between the Back-Up Servicer, the Seller and the Management Company, in the name and on behalf of the Issuer.

**"Back-Up Servicing Agreement"** (**"Contrato de Administración de Respaldo"**) means the back-up servicing agreement to be entered into on the Incorporation Date by and between, among others, the Management Company, in the name and on behalf of the Fund, the Servicer and the Back-Up Servicer.

**"Banco Santander"** means Banco Santander, S.A.

**"Bank Accounts Agreement"** (**"Contrato de Cuentas Bancarias"**) means the agreement by virtue of which the Fund Accounts will be opened in the books of Banco Santander on the Incorporation Date.

**"Base Rate Modification"** (**"Modificación del Tipo de Referencia"**) means any amendments to the Transaction Documents to be made by the Management Company, in the name and on behalf of the Fund, as are necessary or advisable to facilitate the change of EURIBOR to the Alternative Base Rate.

**"Base Rate Modification Event"** (**"Supuesto de Modificación del Tipo de Referencia"**) means any of the following events:

- (i) a material disruption to EURIBOR, an adverse change in the methodology of calculating EURIBOR or EURIBOR ceasing to exist or to be published; or
- (ii) the insolvency or cessation of business of the EURIBOR administrator (in circumstances where no successor EURIBOR administrator has been appointed); or
- (iii) a public statement by the EURIBOR administrator that it will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of EURIBOR or will be changed in an adverse manner); or
- (iv) a public statement by the EURIBOR administrator that EURIBOR will not be included in the register under Article 36 of the Benchmark Regulation permanently or indefinitely; or
- (v) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner; or
- (vi) a public statement by the supervisor of the EURIBOR administrator which means that EURIBOR may no longer be used or that its use is subject to restrictions or adverse consequences; or
- (vii) a public announcement of the permanent or indefinite discontinuity of EURIBOR as it applies to the Notes; or
- (viii) the reasonable expectation of the Management Company, in the name and on behalf of the Fund (acting on the advice of the Seller) that any of the events specified in sub-paragraphs (i), (ii), (iii), (iv), (v), (vi) or (vii) above will occur or exist within six (6) months of the proposed effective date of such Base Rate Modification.

**"Base Rate Modification Noteholder Notice"** (**"Notificación al Bonista de la Modificación del Tipo de Referencia"**) means a written notice from the Issuer to notify Noteholders of a proposed Base Rate Modification confirming the following:

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

- (b) the period during which Noteholders of the Class A Notes who are Noteholders on the Base Rate Modification Record Date may object to the proposed Base Rate Modification (which notice period shall commence at least forty (40) calendar days prior to the date on which it is proposed that the Base Rate Modification would take effect and continue for a period of not less than thirty (30) calendar days) and the method by which the may object;
- (c) the Base Rate Modification Event or Events which has or have occurred;
- (d) the Alternative Base Rate which is proposed to be adopted pursuant section 4.8.5(c) of the Securities Note and the rationale for choosing the proposed Alternative Base Rate;
- (e) details of any modifications that the Issuer has agreed will be made to any hedging agreement to which it is party for the purpose of aligning any such hedging agreement with proposed Base Rate Modification or, where it has not been possible to agree such modifications with hedging counterparties, why such agreement has not been possible and the effect that this may have on the transaction (in the view of the Rate Determination Agent); and
- (f) details of (i) any amendments which the Issuer proposes to make to these conditions or any other Transaction Document and (ii) any new, supplemental or additional documents into which the Issuer proposes to enter to facilitate the changes envisaged pursuant to section 4.8.5 of the Securities Note.

**"Base Rate Modification Record Date"** ("**Fecha de Registro de Modificación del Tipo de Referencia**") means the date specified to be the Base Rate Modification Record Date in the Base Rate Modification Noteholder Notice.

**"Benchmark Regulation"** ("**Reglamento de Índices de Referencia**") means Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No. 596/2014.

**"BRRD"** means Directive 2014/59/EU, of May 15 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council.

**"Business Day"** ("**Día Hábil**") means a day which is a T2 Business Day other than (i) a Saturday, (ii) a Sunday, (iii) a public holidays in the city of Madrid (Spain).

**"Calculation Agent"** ("**Agente de Cálculo**") means the Management Company.

**"Call Option"** ("**Opción de Compra**") means the option of the Seller to repurchase at its own discretion all outstanding Receivables and hence instruct the Management Company to carry out an Early Liquidation and an Early Redemption of the Notes in whole (but not in part) on the Call Option Date.

**"Call Option Completion Date"** ("**Fecha de Terminación de la Opción de Compra**") means the Call Option Date or any Payment Date thereafter.

**"Call Option Date"** ("**Fecha de la Opción de Compra**") means the Payment Date falling in March 2028.

**"Cash Reserve Fund"** ("**Fondo de Reserva de Efectivo**") means the cash reserve fund, operated and maintained by the Management Company on behalf of the Issuer in accordance with the terms set forth in section 3.4.2.2 of the Additional Information and funded up to the Cash Reserve Required Amount.

**"Cash Reserve Ledger"** ("**Cuenta de Reserva de Efectivo**") means the ledger designated as the "Cash Reserve Ledger" and established as part of the Transaction Account for the purpose of holding the Cash Reserve Fund.

**"Cash Reserve Release Amount"** ("**Importe Liberado de la Reserva de Efectivo**") means:

- (a) on any Payment Date before the earlier of the Notes Maturity Date, an amount equal to the amount recorded on the Cash Reserve Ledger as the Cash Reserve Fund and standing to the credit of the Transaction Account, less the Cash Reserve Required Amount on the immediately preceding Determination Date; and
- (b) on the Notes Maturity Date, an amount equal to the amount recorded on the Cash Reserve Ledger as the Cash Reserve Fund and standing to the credit of the Transaction Account.

**"Cash Reserve Required Amount"** ("**Importe Requerido de la Reserva de Efectivo**") means:

- (a) on the Disbursement Date, the Initial Cash Reserve Required Amount;
- (b) on each Determination Date thereafter while any of the Class A Notes, Class B Notes, Class C Notes and Class D Notes are outstanding, an amount equal to 1.25 per cent. of the aggregate Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes and Class D Notes on such date prior to deducting any repayments to be made on the related Payment Date; and
- (c) on each Determination Date after the Class A Notes, Class B Notes, Class C Notes and Class D Notes are fully repaid, zero.

**"CET"** means Central European Time.

**"Circular 2/2016"** means Circular 2/2016 of 20 April, of the Spanish National Securities Market Commission, on securitisation fund accounting rules, annual accounts, public financial statements and non-public statistical information statements.

**"Citi"** means Citigroup Global Markets Europe AG.

**"CIT Regulation"** ("**Reglamento de Impuesto sobre Sociedades**") means the Corporate Income Tax Regulation approved by Royal Decree 634/2015, of 10 July (*Real Decreto 634/2015, de 10 de julio, por el que se aprueba el Reglamento del Impuesto sobre Sociedades*).

**"Class"** ("**Clase**") means each class of Notes.

**"Class A" or "Class A Notes"** ("**Bonos de la Clase A**") means the Notes with ISIN code ES0305839005, having a total nominal amount of TWO HUNDRED AND FOUR MILLION EUROS (€ 204,000,000), made up of TWO THOUSAND AND FORTY (2,040) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

**"Class A Interest Rate"** ("**Tipo de Interés de la Clase A**") means a floating rate equal to the Reference Rate plus a margin of 0.90% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero).

**"Class A Notes Principal Deficiency"** ("**Déficit de Principal de la Clase A**") means a deficiency of principal amounts to make payment on the Class A Notes.

**"Class A Notes Principal Deficiency Ledger"** ("**Cuenta de Déficit de Principal de la Clase A**") means the sub ledger so named and created for the purpose of recording the Class A Notes Principal Deficiency and maintained by the Management Company, in the name and on behalf of the Fund, as a sub ledger of the Principal Deficiency Ledger.

**"Class B" or "Class B Notes" ("Bonos de la Clase B")** means the Notes with ISIN code ES0305839013, having a total nominal amount of SIXTEEN MILLION, SEVEN HUNDRED THOUSAND EUROS (€ 16,700,000), made up of ONE HUNDRED AND SEVENTY (170) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

**"Class B Interest Rate" ("Tipo de Interés de la Clase B")** means a floating rate equal to the Reference Rate plus a margin of 1.30% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero).

**"Class B Notes Principal Deficiency" ("Déficit de Principal de la Clase B")** means a deficiency of principal amounts to make payment on the Class B Notes.

**"Class B Notes Principal Deficiency Ledger" ("Cuenta de Déficit de Principal de la Clase B")** means the sub ledger so named and created for the purpose of recording the Class B Notes Principal Deficiency and maintained by the Management Company, in the name and on behalf of the Fund, as a sub ledger of the Principal Deficiency Ledger.

**"Class C" or "Class C Notes" ("Bonos de la Clase C")** means the Notes with ISIN code ES0305839021, having a total nominal amount of THIRTEEN MILLION EUROS (€ 13,000,000), made up of ONE HUNDRED AND THIRTY (130) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

**"Class C Interest Rate" ("Tipo de Interés de la Clase C")** means a floating rate equal to the Reference Rate plus a margin of 1.65% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero).

**"Class C Notes Principal Deficiency" ("Déficit de Principal de la Clase C")** means a deficiency of principal amounts to make payment on the Class C Notes.

**"Class C Notes Principal Deficiency Ledger" ("Libro-registro de Déficit de Principal de la Clase C")** means the sub ledger so named and created for the purpose of recording the Class C Notes Principal Deficiency and maintained by the Management Company, in the name and on behalf of the Fund, as a sub ledger of the Principal Deficiency Ledger.

**"Class D" or "Class D Notes" ("Bonos de la Clase D")** means the Notes with ISIN code ES0305839039, having a total nominal amount of SIXTEEN MILLION, SIX HUNDRED THOUSAND EUROS (€ 16,600,000), made up of ONE HUNDRED AND SIXTY-SIX (166) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.

**"Class D Interest Rate" ("Tipo de Interés de la Clase D")** means a floating rate equal to the Reference Rate plus a margin of 2.50% per annum, provided that, if such Interest Rate falls below 0 (zero), the applicable Interest Rate shall be equal to 0 (zero).

**"Class D Notes Principal Deficiency" ("Déficit de Principal de la Clase D")** means a deficiency of principal amounts to make payment on the Class D Notes.

**"Class D Notes Principal Deficiency Ledger" ("Libro-registro de Déficit de Principal de la Clase D")** means the sub ledger so named and created for the purpose of recording the Class D Notes Principal Deficiency and maintained by the Management Company, in the name and on behalf of the Fund, as a sub ledger of the Principal Deficiency Ledger.

**"Class J" or "Class J Notes" ("Bonos de la Clase J")** means the Notes with ISIN code ES0305839047, having a total nominal amount of FIFTEEN MILLION, THREE HUNDRED THOUSAND EUROS (€ 15,300,000), made up of ONE HUNDRED AND FIFTY-THREE (153) Notes, each with a nominal value of ONE HUNDRED THOUSAND EUROS (€ 100,000), represented by means of book-entries.



**"Class J Notes Collateralised Portion"** ("**Parte Colateralizada de los Bonos de la Clase J**") means the part of the Class J Notes which is backed by Receivables and therefore is not used to finance (i) the set-up of the Cash Reserve Fund up to the Initial Cash Reserve Required Amount and (ii) the initial expenses of the incorporation of the Fund and the issue of the Notes.

**"Class J Interest Rate"** ("**Tipo de Interés de la Clase J**") means a fixed rate equal to 7.00% per annum.

**"Class J Notes Expenses Portion"** ("**Parte de Gastos de los Bonos de la Clase J**") means an amount equal to TWO MILLION, TWO HUNDRED AND SEVENTY-ONE THOUSAND TWO HUNDRED AND FIFTY EUROS (€2,271,250) of the Principal Amount Outstanding of the Class J Notes.

**"Class J Notes Principal Deficiency"** ("**Déficit de Principal de la Clase J**") means a deficiency of principal amounts to make payment on the Class J Notes.

**"Class J Notes Principal Deficiency Ledger"** ("**Libro-registro de Déficit de Principal de la Clase J**") means the sub ledger so named and created for the purpose of recording the Class J Notes Principal Deficiency and maintained by the Management Company, in the name and on behalf of the Fund, as a sub ledger of the Principal Deficiency Ledger.

**"Clean-Up Call Event"** ("**Evento de Clean-Up Call**") means the event when, at any time, the aggregate Principal Amount Outstanding of the Rated Notes is less than or equal to 20 per cent. of the aggregate Principal Amount Outstanding of the Rated Notes upon issue, in accordance with section 4.4.3.2 of the Registration Document.

**"Clean-Up Call Option"** ("**Opción de Compra por un Evento Clean-Up Call**") means the option of the Seller to repurchase at its own discretion all outstanding Receivables and hence instruct the Management Company to carry out an Early Liquidation and an Early Redemption of the Notes in whole (but not in part) when a Clean-Up Call Event occurs.

**"Clean Up Call Option Date"** ("**Fecha de la Opción de Compra por un Evento Clean-Up Call**") means the Payment Date on which the Seller exercises a Clean-Up Call Option, in accordance with section 4.4.3.2 of the Registration Document.

**"CNMV"** means the Spanish National Securities Market Commission («COMISIÓN NACIONAL DEL MERCADO DE VALORES»).

**"COBS"** means the FCA Handbook Conduct of Business Sourcebook.

**"Collateral Amount"** ("**Importe de Colateral**") means any amounts standing to the credit of the Swap Collateral Account, which were paid into such account by the Swap Counterparty in accordance with the Interest Rate Swap Agreement and the Credit Support Annex, together with interest and other amounts accrued thereon.

**"Collection Account Banks"** ("**Bancos de las Cuentas de Cobros**") means each of the Direct Debit Collection Account Banks, the Special Collection Account Bank and the Back-Up Servicer Collection Account Operating Bank (or any of them as the context requires) or any eligible successor or replacement thereof and any reference to the "**Collection Account Bank**" shall mean any of them.

**"Collection Account Pledge Agreements"** ("**Contratos de Prenda sobre las Cuentas de Cobros**") means each Direct Debit Collection Account Pledge Agreement, the Special Collection Account Pledge Agreement and the Back-Up Servicer Collection Account Pledge Agreement (once entered into) and any such further or replacement pledge agreement entered into in respect of any additional or other Collection Account.

**"Collection Accounts"** ("**Cuentas de Cobros**") means the Direct Debit Collection Accounts, the Special Collection Accounts, and any other collection account opened by the Seller or the Servicer for the purpose of receiving Collections from Obligors and paying Collections to the Issuer and any other account which

replaces any of the foregoing (which may include when the Back-Up Servicer becomes the Servicer, the Back-Up Servicer Collection Account).

**"Collections"** ("**Cobros**") means:

- (a) all payments received by the Servicer and the Seller in respect of Transferred Receivables and their ancillary rights in the form of cash, cheques, SWIFT payments, wire transfers, direct debits or any other form of payment in accordance with the Designated Agreements in effect from time to time in relation thereto;
- (b) any amounts paid in cash by the Seller to the Issuer pursuant to the Master Receivables Sale Agreement; and
- (c) all payments received by the Servicer and the Seller in respect of the Designated Agreements arising from the exercise by the relevant Obligor of its right of withdrawal (*derecho de desistimiento*).

**"Collections Determination Date"** ("**Fecha de Determinación de Cobros**") is defined as the (4<sup>th</sup>) Business Day immediately preceding a Collections Settlement Date. On such date, the Management Company and the Servicer will determine the amounts which have been effectively deposited into the Transaction Account corresponding to the Determination Period immediately prior to the specific Collection Determination Date, and the extent, if any, of any difference in respect to the amounts that should have been deposited in accordance with each of the UPL Agreements corresponding to and the information provided by the Servicer in the Monthly Servicer Report.

**"Collections Settlement Date"** ("**Fecha de Liquidación de Cobros**") means the seventeenth (17<sup>th</sup>) calendar day of each month or the immediately preceding Business Day on which any differences (positive or negative) as determined by the Management Company on such Collections Determination Date must be settled between the Servicer and the Fund. In the case of any positive difference the Servicer must transfer such amount to the Transaction Account.

**"Commercial Dispute"** ("**Disputa Comercial**") means a commercial dispute between an Obligor and the Service Provider of the services financed by the Credit acquired by the Issuer, which results or could result in a total or partial cancellation of the debt, a modification of the amount or terms of payment of the debt, or the refund of any amount previously paid by the Obligor, as further described in Risk Factor 1.1.2 (*Risk of interruption of services*).

**"Consumer Protection Law"** ("**Ley de Defensa de los Consumidores**") means Royal Legislative Decree 1/2007, of November 16, approving the consolidated text of the General Law for the Defence of Consumers and Users and other complementary laws (*Real Decreto Legislativo 1/2007, de 16 de noviembre, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias*).

**"Contractual Rate"** ("**Tipo Contractual**") has the meaning attributed in sub-section "*Credit Consumer Protection and Usury Laws*" of section 2.2.1 of the Additional Information.

**"CPR"** means Constant Prepayment Rate.

**"CRA Regulation"** ("**Reglamento CRA**") means Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as subsequently amended.

**"Credit Bureau"** has the meaning attributed to this term in section 2.2.7 of the Additional Information.

**"Credits"** ("**Créditos**") means the Spanish consumer credits owned by the Seller being (i) Point of Sale Facilities and (ii) PIL Facilities, from which the Receivables shall arise.

**"CRR Assessment"** ("**Informe CRR**") means the assessment of the compliance of the Notes the relevant provisions of article 243 and article 270 of the CRR, prepared by PCS.

**"CRR Regulation"** or **"CRR"** ("**Reglamento CRR**") means Regulation (EU) No. 575/2013 of the European Parliament and of the Council, of 26 June 2013, on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012.

**"Cuatrecasas"** means CUATRECASAS, GONÇALVES PEREIRA S.L.P.

**"Cumulative Net Loss"** ("**Pérdidas Netas Acumuladas**") shall mean the product of:

- (a) the aggregate Principal Balance of all Transferred Receivables which have been, at any time, more than four (4) instalments past due, net of any principal portion of the Recoveries; divided by
- (b) the aggregate Purchase Price and Initial Consideration (as applicable) of all Receivables which are or have, at any time, been Transferred Receivables,

provided that for this purpose, repurchased Receivables which were Defaulted Receivables on their repurchase date shall be deemed to remain Transferred Receivables.

**"Cumulative Net Loss Trigger"** ("**Trigger de Pérdidas Netas Acumuladas**") shall be breached where, as of any Calculation Date, the Cumulative Net Loss calculated on the relevant Determination Date and expressed as a percentage is equal to or greater than 7.5 per cent.

**"Cut-Off Date"** ("**Fecha de Corte**") has the meaning attributed to this term in section 3.3.1 of the Additional Information.

**"Incorporation Date"** ("**Fecha de Constitución**") means 9 October 2024.

**"Day Count Fraction"** ("**Fracción de recuento diario**") means, in respect of an Interest Accrual Period, the actual number of days in such period divided by 360.

**"Decoding Key"** ("**Clave**") means the key required to decrypt the information contained in any PDR.

**"Deed of Incorporation"** ("**Escritura de Constitución**") means the public deed recording the incorporation of the Fund and the issue of the Notes.

**"Defaulted Amounts"** ("**Importes Fallidos**") means, as at the end of each Determination Period, in respect of a Transferred Receivable which has become a Defaulted Receivable during such Determination Period, the Principal Balance of such Defaulted Receivable.

**"Defaulted Call Repurchase Price"** ("**Precio de Recompra de la Compra de Fallidos**") has the meaning attributed to this term in section 2.2.9.3 of the Additional Information.

**"Defaulted Option Completion Date"** ("**Fecha de Terminación de la Opción de Fallidos**") has the meaning attributed to this term in section 2.2.9.3 of the Additional Information.

**"Defaulted Option Notice"** ("**Notificación de Opción de Fallidos**") has the meaning attributed to this term in section 2.2.9.3 of the Additional Information.

**"Defaulted Receivable(s)"** ("**Derechos de Crédito Fallidos**") means each Transferred Receivable in respect of which, in accordance with the Guidelines or the Servicer's customary and usual servicing procedures, the Servicer has recorded in its system that such Transferred Receivable is five (5) or more instalments (including any partially unpaid instalment) past due.

**"Deferred Interest"** ("**Interés Diferido**") has the meaning attributed to this term in section 4.8.7 of the Securities Note.

**"Definitions"** ("**Definiciones**") means the glossary of definitions included in this Prospectus.

**"Delegated Regulation (EU) 2019/979"** ("**Reglamento Delegado (UE) 2019/979**") means Commission Delegated Regulation (EU) 2019/979 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council with regard to regulatory technical standards on key financial information in the summary of a prospectus, the publication and classification of prospectuses, advertisements for securities, supplements to a prospectus, and the notification portal, and repealing Commission Delegated Regulation (EU) No. 382/2014 and Commission Delegated Regulation (EU) 2016/301.

**"Delegated Regulation 2023/2175"** ("**Reglamento Delegado 2023/2175**") means Commission Delegated Regulation (EU) 2023/2175 of 7 July 2023 on supplementing EU Securitisation Regulation.

**"Deloitte"** means Deloitte Auditores, S.L.

**"Determination Date"** ("**Fecha de Determinación**") means four (4) Business Days prior to any Payment Date.

**"Determination Period"** ("**Periodo de Determinación**") means:

- (a) for any given Calculation Date, the calendar month during which such Calculation Date is the last calendar day; and
- (b) for any Payment Date or any Collection Determination Date, the calendar month preceding the calendar month in which such Payment Date or Collection Determination Date falls.

Exceptionally, the first Determination Period will commence on the Initial Assignment Cut-Off Date and will finalise on 30 September 2024.

**"Designated Agreement"** ("**Contrato Designado**") means a UPL Agreement identified by a specific number specific to such UPL Agreement, being the customer account ID, in respect of which some or all of the Receivables arising thereunder have been assigned to the Issuer as a result of acceptance of a Purchase Offer in accordance with section 3.3.2.2.1 and the Master Receivables Sale Agreement.

**"Direct Debit"** ("**Domiciliación Bancaria**") means any authorisation, payment order or mandate issued by an Obligor to its account bank and for the benefit of the Seller and/or the Servicer as payees, pursuant to which the Seller and/or the Servicer may debit money from such Obligor's bank account on agreed dates.

**"Direct Debit Collection Accounts"** ("**Cuentas de Cobros de Domiciliación Bancaria**") means the collection accounts held in the name of the Servicer and any further or replacement bank accounts opened by the Seller (or the Servicer on its behalf, whether or not in the Seller's name) for the purpose of receiving payments from Obligors via Direct Debit.

**"Direct Debit Collection Account Banks"** ("**Banco de la Cuenta de Cobros de Domiciliación Bancaria**") means Banco Santander, S.A., Bankinter S.A., CaixaBank, S.A. and any further or other banks providing a Direct Debit Collection Account.

**"Direct Debit Collection Account Pledge Agreement"** ("**Contrato de Prenda sobre la Cuenta de Cobros de Domiciliación Bancaria**") means the collection account pledge agreements in relation to the Direct Debit Collection Accounts dated the Incorporation Date between the Servicer, the Seller and the Management Company, in the name and on behalf of the Issuer

**"Disbursement Date"** ("**Fecha de Desembolso**") means the third Business Day following the Incorporation Date (i.e., 15 October 2024).

**"Distance Contract"** ("**Contrato a Distancia**") means a UPL Agreement that has been entered into in the absence of simultaneous physical presence of the Obligor and the lender (or seller of the goods financed with it if related to a Point of Sale) and which does not constitute an online contract.

**"Dynamic Delinquency Trigger"** ("**Trigger de Morosidad Dinámica**") shall mean as of any Calculation Date, and the test shall be failed, where the aggregate Principal Balance of Transferred Receivables that are recorded on the Servicer's systems (in accordance with the Seller's Guidelines and its usual and customary servicing procedures) as three (3) instalments to 7 (seven) instalments past due, expressed as a percentage of the aggregate Principal Balance of all of the Transferred Receivables, is equal to or more than 3.5 per cent.

**"Early Amortisation Event"** ("**Supuesto de Amortización Anticipada**") has the meaning attributed to this term in section 4.9.4 of the Securities Note.

**"Early Collection"** ("**Cobro Anticipado**") has the meaning attributed to this term in section 3.7.1.12 of the Additional Information.

**"Early Liquidation Date"** ("**Fecha de Liquidación Anticipada**") means the date of the early liquidation of the Notes pursuant to section 4.4.3.1 and 4.4.3.2 of the Registration Document.

**"Early Liquidation Events"** ("**Supuestos de Liquidación Anticipada**") means the Mandatory Early Liquidation Events and the Optional Early Liquidation Events.

**"Early Liquidation of the Fund"** ("**Liquidación Anticipada del Fondo**") means the liquidation of the Fund, and thus the prepayment of the issue of the Notes on a date prior to the Legal Maturity Date, in accordance with the cases and procedure set out in section 4.4.3 of the Registration Document.

**"Early Liquidation Resolution"** ("**Resolución de Liquidación Anticipada**") means an Extraordinary Resolution to decide on the Early Liquidation of the Fund in accordance with Article 23.2 b) of Law 5/2015.

**"Early Redemption of the Notes"** ("**Amortización Anticipada de los Bonos**") means the ultimate redemption of the Notes on a date prior to the Legal Maturity Date in the event of Early Liquidation of the Fund in accordance with the requirements set forth in section 4.4.3 of the Registration Document.

**"EBA"** ("**ABE**") means the EUROPEAN BANKING AUTHORITY.

**"ECB"** ("**BCE**") means EUROPEAN CENTRAL BANK (*BANCO CENTRAL EUROPEO*).

**"EDW"** means EUROPEAN DATA WAREHOUSE.

**"EEA"** ("**EEE**") means the EUROPEAN ECONOMIC AREA (*ESPACIO ECONÓMICO EUROPEO*).

**"Eligibility Criteria"** ("**Criterios de Elegibilidad**") has the meaning attributed to this term in Section 2.2.8.6 of the Additional Information.

**"Eligible Receivables"** ("**Derechos de Crédito Elegibles**") shall mean Receivables which comply with the Eligibility Criteria, in each case as of the Cut-Off Date in respect of such Receivables and which arise from a Designated Agreement which was an Eligible UPL Agreement on the Cut-Off Date relating to such UPL Agreement.

**"Eligible Receivables Pool"** ("**Cartera de Derechos de Crédito Elegibles**") shall mean those Receivables in the Securitised Portfolio which are Eligible Receivables.

**"Eligible Servicer"** ("**Administrador Elegible**") shall mean an entity which, at the time of its appointment as Servicer, (a) is servicing a portfolio of unsecured personal credits, (b) is legally qualified and has the capacity to service the UPL Agreements and (c) is qualified (or licensed) to use the software that the Servicer is then currently using to service the UPL Agreements or obtains the right to use, or has its own, software which is adequate to perform its duties under the Servicing Agreement.

**"Eligible UPL Agreement"** ("**Contrato UPL Elegible**") has the meaning attributed to this term in Section 2.2.8.6 of the Additional Information.

“**EMMI**” means the European Money Markets Institute who provide and administered the EURIBOR.

“**Encumbrances**” (“**Gravámenes**”) means any mortgage, charge, pledge, lien or other security interest or encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having similar effect.

“**Enforcement Resolution**” (“**Resolución de Ejecución**”) means a resolution passed by the Meeting of Creditors in accordance with the Rules of the Meeting of Creditors declaring the Notes to be due and repayable pursuant to section 4.9.5 of the Securities Note.

“**ESMA**” (“**AEVM**”) means the EUROPEAN SECURITIES AND MARKETS AUTHORITY (AUTORIDAD EUROPEA DE VALORES Y MERCADOS).

“**ESMA List**” (“**Listado ESMA**”) means the list of STS-Securitisations maintained by ESMA.

“**EU**” (“**Unión Europea**” o “**UE**”) means the European Union.

“**EU Disclosure ITS**” (“**Reglamentos Técnicos de Desarrollo de Implementación**”) means Commission Delegated Regulation (EU) 2020/1225 of 29 October 2019 laying down implementing technical standards with regard to the format and standardised templates for making available the information and details of a securitisation by the originator, sponsor and SSPE.

“**EU Disclosure RTS**” (“**Reglamentos Técnicos de Desarrollo Regulatorio**”) means Commission Delegated Regulation (EU) 2020/1224 of 16 October 2019 supplementing the EU Securitisation Regulation with respect to regulatory technical standards specifying the information and the details of a securitisation to be made available by the originator, sponsor and SSPE.

“**EU Due Diligence Requirements**” (“**Requisitos de diligencia debida de la Unión Europea**”) means the due-diligence requirements established by article 5 of the EU Securitisation Regulation.

“**EU PRIIPS Regulation**” (“**Reglamento Europeo PRIIPs**”) means Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs).

“**EU Securitisation Regulation**” (“**Reglamento Europeo de Titulización**”) means Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No. 1060/2009 and (EU) No. 648/2012, as amended from time to time.

“**EU Securitisation Repository**” (“**Registro Europeo de Titulizaciones**”) means European Datawarehouse GmbH appointed by the Management Company, on behalf of the Fund, as ESMA-registered securitisation repository, or its substitute, successor or replacement that is registered with ESMA under the EU Securitisation Regulation.

“**EURIBOR**” means Euro-Zone interbank offered rate.

“**Eurosystem Eligible Collateral**” (“**Colateral Elegible para el Eurosistema**”) means the assets recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life.

“**EUWA**” (“**Ley de Salida de la Unión Europea**”) means the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) as amended, varied, superseded or substituted from time to time.

“**Event of Default**” (“**Supuesto de Incumplimiento**”) means any of the events specified in section 4.9.5 of the Securities Note.

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended.

“**Extraordinary Expenses**” (“**Gastos Extraordinarios**”) has the meaning attributed to this term in section 3.4.7.6 of the Additional Information.

“**Extraordinary Resolution**” (“**Resolución Extraordinaria**”) means a resolution in relation to a Reserved Matter (Article 11) or the approval of an Enforcement Resolution (Article 12) passed (i) at a Meeting of Creditors duly convened and held in accordance with the Rules by the relevant majority required or (ii) by virtue of a Written Resolution.

“**FCA**” means the Financial Conduct Authority.

“**Finance Charge Collections**” (“**Cobros de Carga Financiera**”) means Collections and other monies in respect of Finance Charge Receivables and shall also include Recoveries **provided, however, that** the amount of Finance Charge Collections shall be reduced for the purposes of any calculation hereunder on any date of determination by the amount of any Incorrect Payments previously incorrectly allocated as Finance Charge Collections which are to be repaid on such date of determination.

“**Finance Charge Receivable**” (“**Derecho de Crédito con Carga Financiera**”) means, (i) in relation to Receivables which are not Synthetic Receivables, any compulsory amounts or charges owed by the Obligors, relating to Transaction Fees and Periodic Finance Charges, and (ii) in relation to Synthetic Receivables shall mean an amount equal to the aggregate amount of the Receivables payable under the relevant UPL Agreement less the Synthetic Principal Balance.

“**Final Maturity Date**” (“**Fecha de Vencimiento Final**”) means the Payment Date falling in November 2034.

“**First Payment Date**” (“**Primera Fecha de Pago**”) means 25<sup>th</sup> of October 2024.

“**FT Fees**” (“**Gastos del Fondo**”) has the meaning attributed to this term in section 3.4.7.6 of the Additional Information.

“**Fund**” or “**Issuer**” (“**Fondo**”) means PEPPER IBERIA CONSUMER 2024, FONDO DE TITULIZACIÓN.

“**Fund Accounts**” (“**Cuentas del Fondo**”) means the Transaction Account and the Swap Collateral Account.

“**GDP**” (“**PIB**”) means gross domestic product (*producto interior bruto*).

“**General Tax Regulations**” (“**Reglamento General Fiscal**”) means general regulations regarding tax management and inspection courses of action and procedures and developing the common rules of tax application procedures, passed by Royal Decree 1065/2007, of 27 July (*Reglamento General de las actuaciones y los procedimientos de gestión e inspección tributaria y de desarrollo de las normas comunes de los procedimientos de aplicación de los tributos, aprobado por el Real Decreto 1065/2007, de 27 de julio*).

“**Governmental Authority**” (“**Autoridad Gubernamental**”) means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“**Guideline**” (“**Directrices**”) means Guideline of the European Central Bank of 19 December 2014 on the implementation of the Eurosystem monetary policy framework (ECB/2014/60) (recast) as amended and applicable from time to time.

“**HICP**” (“**IPCA**”) means Harmonised Index of Consumer Prices.

“**IBERCLEAR**” means SOCIEDAD DE GESTIÓN DE LOS SISTEMAS DE REGISTRO, COMPENSACIÓN Y LIQUIDACIÓN DE VALORES, S.A. UNIPERSONAL.



**"Initial Assignment Cut-Off Date"** ("**Fecha de Corte de la Cesión Inicial**") means 31 August 2024.

**"Initial Cash Reserve Required Amount"** ("**Importe Requerido Inicial de la Reserva de Efectivo**") means an amount equal to €3,128,750.

**"Initial Confirmation"** ("**Confirmación Inicial**") means the initial confirmation to be entered into on the Incorporation Date by and between the Management Company, in the name and on behalf of the Fund, and the Swap Counterparty.

**"Initial Consideration"** ("**Precio Inicial**") means an amount equal to the aggregate of the Principal Balance of each Transferred Receivable as at the Initial Assignment Cut-Off Date.

**"Initial Interest Accrual Period"** ("**Periodo de Devengo de Intereses Inicial**") means the duration of the first Interest Accrual Period which will be equal to the days elapsed between the Disbursement Date (inclusive) and the First Payment Date (not included).

**"Initial Meeting"** ("**Junta Inicial**") has the meaning attributed to this term in the Rules.

**"Initial Receivables"** ("**Derechos de Crédito Iniciales**") means each and any of the receivables assigned to the Fund on the Incorporation Date.

**"Insolvency Event"** ("**Supuesto de Insolvencia**") has the meaning attributed to this term in section 4.9.4 of the Securities Note.

**"Insurance Distribution Directive"** ("**Directiva sobre Distribución de Seguros**") means Directive (EU) 2016/97 of the European Parliament and of the Council of 20 January 2016 on insurance distribution.

**"Interest Accrual Period"** ("**Periodo de Devengo de Intereses**") means each period beginning on (and including) the previous Payment Date and ending on (but excluding) the immediately following Payment Date.

**"Interest Available Funds"** ("**Fondos de Intereses Disponibles**") has the meaning attributed to this term in section 3.4.7.2.1 of the Additional Information.

**"Interest Priority of Payments"** ("**Orden de Prelación de Pagos de Intereses**") has the meaning attributed to this term in section 3.4.7.2.1(ii) of the Additional Information.

**"Interest Rate"** ("**Tipo de Interés**") means the rate of interest applicable to the Notes.

**"Interest Rate Swap Agreement"** ("**Contrato de Cobertura de Tipos de Interés**") means, the interest rate swap agreement to be entered into on the Incorporation Date between the Management Company, in the name and on behalf of the Fund, and the Swap Counterparty in the form of an International SWAPS AND DERIVATIVES ASSOCIATION 2002 Master Agreement, together with the relevant Schedule, Credit Support Annex and any Confirmation hereunder, subject to English law, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental hereto.

**"Interest Rate Swap Calculation Agent"** ("**Agente de Cálculo del Swap**") means the Swap Counterparty.

**"Investment Company Act"** ("**Ley de Sociedades de Inversión**") means the Investment Company Act of 1940, as amended.

**"Jefferies"** means Jefferies GmbH.

**"Joint Lead Managers"** ("**Entidades Coordinadoras**") means Jefferies, Banco Santander and Citi.



**"Law 10/2014"** ("**Ley 10/2014**") means 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 16/2011"** ("**Ley 16/2011**") means Law 16/2011 of June 24, on Consumer Credit Contracts, as amended (*Ley 16/2011, de 24 de junio, de Crédito al Consumo*).

**"Law 22/2007"** ("**Ley 22/2007**") means Law 22/2007 of 11 July 2007 on distance marketing of consumer financial services (*Ley 22/2007, de 11 de julio, sobre comercialización a distancia de servicios financieros destinados a los consumidores*).

**"Law 27/2014"** ("**Ley 27/2014**") means Law 27/2014 of 27 November of Corporate Income Tax (*Ley 27/2014, de 27 de noviembre, del Impuesto sobre Sociedades*).

**"Law 5/2015"** ("**Ley 5/2015**") means Law 5/2015, of 27 April, on the Promotion of Enterprise Funding (*Ley 5/2015, de 27 de abril, de fomento de la financiación empresarial*).

**"Law 7/1998"** ("**Ley 7/1998**") means Law 7/1998, of 13 April, on General Contracting Conditions (*Ley 7/1998, de 13 de abril, sobre condiciones generales de la contratación*).

**"LCR Regulation"** ("**Regulación LCR**") means Commission Delegated Regulation (EU) 2018/1620 of 13 July 2018 amending Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 to supplement Regulation (EU) 575/2013 of the European Parliament and the Council with regard to the Liquidity Coverage Requirement for Credit Institutions, as amended.

**"Legal Maturity Date"** ("**Fecha de Vencimiento Legal**") means the Payment Date falling in April 2037.

**"LEI Code"** ("**Código LEI**") means the Legal Entity Identifier code.

**"Management Company"** ("**Sociedad Gestora**") means INTERMONEY TITULIZACIÓN, S.G.F.T., S.A.

**"Management Company Fee"** ("**Comisión de la Sociedad Gestora**") has the meaning attributed to this term in section 3.7.2.5 of the Additional Information.

**"Management, Placement and Subscription Agreement"** ("**Contrato de Dirección y Suscripción**") means the Management, Placement and Subscription Agreement to be entered into by, among others, the Management Company, for and on behalf of the Fund, the Joint Lead Managers, the Arranger, and the Seller.

**"Mandatory Early Liquidation Events"** ("**Supuestos de Liquidación Anticipada Obligatoria**") means the early liquidation events set forth in section 4.4.3.1 of the Registration Document.

**"Master Receivables Sale Agreement"** ("**Contrato Marco de Cesión de Derechos de Crédito**") means the master receivables sale and purchase agreement to be entered by the Management Company, for and on behalf of the Fund, and the Seller by virtue of which the Receivables shall be assigned to the Fund.

**"Material Adverse Effect"** ("**Efecto Material Adverso**") means, as the context specifies:

- (a) a material adverse effect on the validity or enforceability of any of the Transaction Documents;
- (b) or in respect of a Transaction Party or Noteholder, a material adverse effect on:
  - (i) the business, operations, assets, property, condition (financial or otherwise) or prospects of such Transaction Party or Noteholder; or

- (ii) the ability of such Transaction Party to perform its obligations under any of the Transaction Documents; or
  - (iii) the rights or remedies of such Transaction Party under any of the Transaction Documents; or
- (c) in the context of the related ancillary rights attached to the Receivables, a material adverse effect on the interests of the Issuer in the ancillary rights, or on the ability of the Issuer (or the Servicer on the Issuer's behalf) to collect the Transferred Receivables.

**"Maximum Receivables Amount"** (**"Importe Máximo de Derechos de Crédito"**) means the maximum amount of the Principal Balance of the Receivables pooled at any time in the Fund, which will be an amount equal to or slightly higher than TWO HUNDRED AND SIXTY MILLION, TWO HUNDRED AND THOUSAND EUROS (€ 260,200,000).

**"MDBRS"** means DBRS RATINGS GMBH.

**"MDBRS Accounts Bank Minimum Rating"** (**"Rating Mínimo del Banco de Cuentas de DBRS"**) has the meaning attributed to this term in section 3.4.5.1 of the Additional Information.

**"MDBRS Collection Bank Minimum Rating"** (**"Rating Mínimo del Banco de Cobros de MDBRS"**) has the meaning attributed to this term in section 3.4.6 of the Additional Information.

**"Meeting of Creditors"** (**"Junta de Acreedores"**) means the meeting of creditors of the Fund established upon and by virtue of the Deed of Incorporation, which shall be governed by the Rules for the Meeting of Creditors.

**"Merchant Balance"** (**"Saldo Comercial"**) means, in respect of a merchant, the aggregate Principal Balance of Receivables in the Eligible Receivables Pool which relate to Point of Sale Facilities intermediated by that merchant.

**"Merchant Service-Related Balance"** (**"Saldo relacionado con Servicios Comerciales"**) means, in respect of a merchant, the aggregate Service-Related Balance of the Receivables in the Eligible Receivables Pool which relate to Point of Sale Facilities intermediated by that merchant.

**"MiFID II"** (**"MiFID II"**) means Directive 2014/65/UE of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU.

**"MIFIR"** (**"MIFIR"**) means Regulation 600/2013/UE of the European Parliament and of Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No. 648/2012.

**"Modified Following Business Day Convention"** (**"Convención del Siguiete Día Hábil Modificado"**) shall apply to all Notes, where if a Payment Date or the Legal Maturity Date is not a Business Day, the relevant date shall be postponed to the next day that is a Business Day unless in case that it would thereby fall into the next calendar month, in which event such date shall be deemed to be the immediately preceding Business Day.

**"Most Senior Class"** (**"Clase Más Senior"**) means:

- (a) the Class A Notes whilst they remain outstanding;
- (b) once Class A Notes are fully repaid, the Class B Notes whilst they remain outstanding;
- (c) once Class A Notes and Class B Notes are fully repaid, the Class C Notes whilst they remain outstanding;

- (d) once Class A Notes, Class B Notes and Class C Notes are fully repaid, thereafter, the Class D Notes whilst they remain outstanding;
- (e) once Class A Notes, Class B Notes, Class C Notes and Class D Notes are fully repaid, thereafter, the Class J Notes.

**"Non-Responsive Rating Agency"** (**"Agencia de Calificación No Responsiva"**) has the meaning attributed to this term in section 7.3.1.6 of the Securities Note.

**"Notice of Assignment"** (**"Notificación de Cesión"**) means a notice given to any Obligor, to the effect that the Obligor is informed of the assignment of the relevant Receivables to the Issuer and the request of the direct payment to the Issuer.

**"Noteholder(s)"** (**"Bonistas"**) means any and all holders of any of the Notes.

**"Notes"** (**"Bonos"**) means any and all the notes under any of the Classes.

**"Notes Interest Amount"** (**"Importe de Intereses de los Bonos"**) means in respect of a Note for any Interest Accrual Period the amount of interest calculated in respect of such Note for such Interest Accrual Period by:

- (a) multiplying the Principal Amount Outstanding of such Note on the Reference Rate Determination Date by the relevant Interest Rate; and
- (b) then multiplying the amount so calculated in paragraph (a) above by the relevant Day Count Fraction and rounding the resultant figure down to the nearest one cent.

**"Notes Maturity Date"** (**"Fecha de Vencimiento de los Bonos"**) means the date on which they are fully redeemed or the Legal Maturity Date of the Fund, i.e., the Payment Date falling in April 2037 (subject to the Modified Following Business Day Convention).

**"Notification Event"** (**"Supuesto de Notificación"**) has the meaning attributed to this term in section 3.7.1.16 of the Additional Information.

**"Notional Amount"** (**"Importe de Nocial"**) has the meaning attributed to this term in section 3.4.8.1 of the Additional Information.

**"Obligors"** (**"Obligados"**) means with respect to any UPL Agreement, the person or persons obliged directly or indirectly to make repayments in respect of Receivables generated on that UPL Agreement.

**"Offer Date"** (**"Fecha de Oferta"**) means the date on which the Seller makes a Purchase Offer in accordance with this section and the provisions of the Master Receivables Sale Agreement which may be any Business Day during the Revolving Period provided that there shall not be more than two Offer Dates per calendar week.

**"Optional Early Liquidation Events"** (**"Supuestos de Liquidación Anticipada Opcional"**) means the Clean-Up Call Option, the Call Option and the Tax Change Call Option.

**"Ordinary Expenses"** (**"Gastos Ordinarios"**) has the meaning attributed to this term in section 3.4.7.6 of the Additional Information.

**"Ordinary Resolution"** (**"Resolución Ordinaria"**) means a resolution in relation to any matter other than a Reserved Matter passed (i) at a Meeting of Creditors duly convened and held in accordance with the Rules by the relevant majority required or (ii) by virtue of a Written Resolution.

**"Other Creditors"** (**"Otros Acreedores"**) means any financial creditor with which the Fund may enter into contractual relationships in the future.

**"Paying Agent"** (**"Agente de Pagos"**) means BANCO SANTANDER, S.A. in its capacity as paying agent appointed by the Management Company, or such other entity as may be selected by the Management Company, on behalf of the Fund, to act in its place.

**"Paying Agency Agreement"** (**"Contrato de Agencia de Pagos"**) means the paying agent agreement to be entered into by the Management Company, for and on behalf of the Fund, and the Paying Agent.

**"Payment Dates"** (**"Fechas de Pago"**) means the 25<sup>th</sup> of each calendar month (subject to Modified Following Business Day Convention).

**"PCS"** means PRIME COLLATERALISED SECURITIES (PCS) EU SAS.

**"PCS Assessments"** (**"Informes de PCS"**) means STS Verification and CRR Assessment issued by PCS.

**"Periodic Finance Charges"** (**"Cargas Financieras Periódicas"**) means, in respect of a Designated Agreement, the finance charges (due to periodic rate) or any similar term as specified or defined in such Designated Agreement.

**"Pepper Assets Services"** means Pepper Assets Services, S.L.U.

**"Pepper Spain"** means Pepper Finance Corporation, S.L.U.

**"Person"** (**"Persona"**) shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.

**"Personal Data Record"** or **"PDR"** (**"Registro de Datos Personales"**) means a record of the personal data of borrowers in accordance with the terms set forth in section 3.7.1.15 of the Additional Information.

**"PIL Facilities"** (**"Créditos PIL"**) means consumer credit facilities originated by the Seller for the purposes of financing general needs of the relevant Obligor (but not linked to a specific product or service), advanced under an existing Point of Sale Facility or PIL Facility of that Obligor and which is used (i) to refinance in full all outstanding amounts under such existing Point of Sale Facility or PIL Facility (if any) and (ii) to provide new cash to the Obligor.

**"Point of Sale Facilities"** (**"Créditos Puntos de Venta"**) means point of sale credits originated by the Seller for the purposes of financing the purchase by the relevant Obligor of a specific product or service from a supplier.

**"Portfolio Concentration Levels"** (**"Niveles de Concentración de la Cartera"**) has the meaning attributed to this term in section 2.2.8.6 of the Additional Information.

**"Portfolio Performance Trigger Events"** (**"Eventos Desencadenantes del Rendimiento de la Cartera"**) shall occur where, on any Determination Date during the Revolving Period, any of (i) the Cumulative Net Loss Trigger; and/or (ii) the Dynamic Delinquency Trigger tests are failed.

**"Post-Enforcement Available Funds"** (**"Fondos Disponibles de Liquidación"**) means the sum of (a) Available Funds, (b) if an Early Liquidation Event occurs, any amounts obtained from the liquidation of the remaining Receivables or any other asset that belongs to the Fund, as provided on section 4.4.3 of the Registration Document; and (c) if an Accelerated Amortisation Event occurs, the proceeds arising from the enforcement of the pledges granted under the Collection Accounts Pledge Agreements.

**"Post-Enforcement Priority of Payments"** (**"Orden de Prelación de Pagos de Liquidación"**) means the priority of payments applicable following the occurrence of (a) an Accelerated Amortisation Event or (b) and Early Liquidation Event.

**"Pre-Enforcement Principal Priority of Payments"** ("**Orden de Prelación de Pagos Pre-Liquidación de Principal**") means the Revolving Period Principal Priority of Payments and the Amortisation Period Principal Priority of Payments, as applicable.

**"Pre-Enforcement Priority of Payments"** ("**Orden de Prelación de Pagos Pre-Liquidación**") means the Interest Priority of Payments, the Revolving Period Principal Priority of Payments and the Amortisation Period Principal Priority of Payments, as applicable.

**"Pre-Funding Reserve Fund"** ("**Fondo de Reserva de Prefinanciación**") means the pre-funding reserve fund, operated and maintained by the Management Company on behalf of the Issuer in accordance with the terms set forth in section 3.4.2.3 of the Additional Information and funded in an amount equal to € 12,862,515 using part of the proceeds of the issuance of the Notes.

**"Pre-Funding Reserve Ledger"** ("**Cuenta de la Reserva de Prefinanciación**") means the ledger of the Transaction Account so named in the books of the Issuer and maintained by the Management Company on behalf of the Issuer.

**"Preliminary Portfolio"** ("**Cartera Preliminar**") means the preliminary loan portfolio comprising as of the Preliminary Portfolio Cut-Off Date 218,223 Credits from which the Initial Receivables shall be selected.

**"Preliminary Portfolio Cut-Off Date"** ("**Fecha de Corte de la Cartera Preliminar**") means 31 August 2024.

**"Principal Available Funds"** ("**Fondos de Principal Disponibles**") has the meaning attributed to this term in section 3.4.7.2.2 of the Additional Information.

**"Principal Balance"** ("**Saldo de Principal**") means in respect of a Receivable which is not a Synthetic Receivable, the principal balance of such Receivable (being that portion that does not relate to Finance Charge Receivables) and in relation to a Synthetic Receivable, shall mean the Synthetic Principal Balance.

**"Principal Collections"** ("**Cobros de Principal**") means an amount equal to the portion of Collections from non-Defaulted Receivables not attributable to Finance Charge Collections, as determined by the Servicer.

**"Principal Deficiency Ledger"** ("**Cuenta de Déficit de Principal**") means, collectively, the Class A Notes Principal Deficiency Ledger, the Class B Notes Principal Deficiency Ledger, the Class C Notes Principal Deficiency Ledger, the Class D Notes Principal Deficiency Ledger and the Class J Notes Principal Deficiency Ledger.

**"Priority of Payments"** ("**Orden de Prelación de Pagos**") means the Interest Priority of Payments, the Revolving Period Principal Priority of Payments, the Amortisation Period Principal Priority of Payments and the Post-Enforcement Priority of Payments as applicable.

**"Principal Amount Outstanding"** ("**Saldo Vivo de Principal de los Bonos**") means, on any day:

- (a) in relation to a Note, the principal amount outstanding of that Note as at the Disbursement Date, less the aggregate of any principal payments in respect of that Note which have been paid on or prior to that day;
- (b) in relation to a class, the aggregate of the amount in (a) in respect of all Notes outstanding in such class; and
- (c) in relation to the Notes outstanding at any time, the aggregate of the amount in (a) in respect of all Notes outstanding, regardless of class.

**"Prospectus"** ("**Folleto**") means this document registered in the CNMV, as provided for in the Prospectus Regulation and the Prospectus Delegated Regulation.

**"Prospectus Delegated Regulation"** ("**Reglamento Delegado de Folletos**") means the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019, supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No. 809/2004, as amended.

**"Prospectus Regulation"** ("**Reglamento de Folletos**") means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

**"Purchase Date"** ("**Fecha de Compra**") means the date falling within the Revolving Period on which a Receivable is transferred to the Issuer.

**"Purchase Offer"** ("**Oferta de Compra**") has the meaning attributed to this term in section 3.3.2.2.1 of the Additional Information.

**"Purchase Price"** ("**Precio de Compra**") means:

- (a) in respect of any Receivable (other than a Synthetic Receivable), the Principal Balance of such Receivable; and
- (b) in respect of any Synthetic Receivable, the Synthetic Principal Balance of such Synthetic Receivable,

in each case, as at the Cut-Off Date for the relevant Receivable.

**"Rate Determination Agent"** ("**Agente de Determinación del Tipo**") mean an independent financial institution and dealer of international repute in the European Union appointed by the Management Company at the expense of the Fund (whose identity, for the avoidance of doubt, shall not need to be approved by the Noteholders), to carry out the tasks referred to in section 4.8.5 of the Securities Note.

**"Rated Notes"** ("**Bonos con Rating**") means the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.

**"Rating Agencies"** ("**Agencias de Calificación**") means MDBRS and S&P.

**"Rating Confirmation"** ("**Confirmación de Calificación**") has the meaning attributed to this term in section 7.3.1.6 of the Securities Note.

**"Receivables"** ("**Derechos de Crédito**") means the receivables assigned to the Fund. For clarification purposes, "Receivables" includes both Initial Receivables and Additional Receivables.

**"Recoveries"** ("**Recobros**") means all amounts recovered in respect of Defaulted Receivables.

**"Reduction"** ("**Reducción**") has the meaning attributed to this term in section 3.7.1.12 of the Additional Information.

**"Reference Rate"** ("**Tipo de Referencia**") means the reference rate for determining the Interest Rate applicable to the Notes in accordance with section 4.8.4 of the Securities Note.

**"Reference Rate Determination Date"** ("**Fecha de Determinación del Tipo de Referencia**") means, for any Interest Accrual Period (other than the Initial Interest Accrual Period), two (2) Business Days prior to the relevant Payment Date, and for the Initial Interest Accrual Period, the second (2<sup>nd</sup>) Business Day before the Disbursement Date.

**"Registration Document"** ("**Documento de Registro**") means the asset-backed securities registration document in this Prospectus, prepared using the outline provided in Annex 9 of the Prospectus Delegated Regulation.

**"Regulation S"** ("**Regulación S**") means the regulation S under the United States Securities Act.

**"Remaining Revenue Shortfall"** ("**Remanente del Déficit de Ingresos**") means for each Determination Date, the amount, if any, by which Interest Available Funds (including amounts to be released from the Cash Reserve Fund to remedy a Revenue Shortfall but excluding item (d) of the definition of Interest Available Funds) will be insufficient to pay or provide for payment of the FT Fees, the Swap Senior Payments and Notes Interest Amount due and owing on the Most Senior Class of Notes (other than the Class J Notes) in full on the immediately succeeding Payment Date.

**"Remuneration Interest Rate"** ("**Tipo de Interés de Remuneración**") means the remuneration of the Transaction Account which, as of the Incorporation Date, is equal to €STR – 40 bp.

**"Repayment Plan"** ("**Plan de Repago**") means a repayment plan provided by the Servicer for customers experiencing financial difficulties.

**"Replaced Receivable Balance"** ("**Saldo de Crédito Reemplazado**") has the meaning attributed to this term in section 3.7.1.12 of the Additional Information.

**"Replacement Swap Premium"** ("**Prima de Reemplazo del Swap**") means the amount payable by the Issuer to the replacement Swap Counterparty or by the replacement Swap Counterparty to the Issuer (as the case may be) in order to enter into a replacement interest rate swap agreement to replace or novate the Interest Rate Swap Agreement.

**"Reporting Entity"** ("**Entidad Informadora**") means the Originator, as entity designated to fulfil the information requirements according to EU Securitisation Regulation.

**"Repurchase Early Liquidation Amount"** ("**Importe de Recompra por Liquidación Anticipada**") means at any time the aggregate of (i) in respect of each Receivable which is not a Synthetic Receivable, the Principal Balance thereof at the close of business on the second Business Day prior to the Early Liquidation Date, (ii) in respect of each Receivable which is a Synthetic Receivable, the Synthetic Principal Balance thereof at the close of business on the second Business Day prior to the Early Liquidation Date; and (iii) any documented expenses incurred by the Fund in connection with the disposal of such Receivables.

**"Repurchase Completion Date"** ("**Fecha de Terminación de Recompra**") has the meaning attributed to this term in section 2.2.9.2 of the Additional Information.

**"Repurchase Cut-Off Date"** ("**Fecha de Corte de Recompra**") has the meaning attributed to this term in section 2.2.9.2 of the Additional Information

**"Repurchase Notice"** ("**Notificación de Recompra**") has the meaning attributed to this term in section 2.2.9.2 of the Additional Information.

**"Requirement of Law"** ("**Requisito Legal**") for any Person shall mean a requirement of the memorandum of association or articles of association or other organisational or governing documents of such Person, and any law, treaty, rule, requirement or regulation, or determination of an arbitrator or Governmental Authority, in each case applicable to or binding upon such Person or to which such Person is subject.

**"Reserved Matters"** ("**Materias Reservadas**") has the meaning attributed to this term in the Rules.

**"Resolution"** ("**Resolución**") means a resolution passed by the Noteholders or Other Creditors (i) at a Meeting of Creditors by Noteholders of one or several Classes of Notes and/or the Other Creditors or (ii) by virtue of a Written Resolution.

**"Retention Amount"** ("**Importe Retenido**") means, in relation to a Direct Debit Collection Account, the amounts retained by the relevant Direct Debit Collection Account Bank pursuant to their cash retention



policies to cover the reimbursement of instalments paid by Obligors that may subsequently be reversed during the eight weeks following the payment of those instalments, and which will be subject to the requirements of the Transaction Documents.

**"Revenue Shortfall" ("Déficit de Ingresos")** means for each Determination Date, the amount, if any, by which Interest Available Funds (excluding for these purposes any amounts referred to in paragraphs (c) and (d) in the definition of "Interest Available Funds") is insufficient to pay the FT Fees, the Swap Senior Payments and Notes Interest Amount due and owing on the then Most Senior Class in full (other than the Class J Notes).

**"Revolving Period" ("Periodo de Recarga")** means the period commencing on the Incorporation Date and ending on the earlier of: (a) the Specified Revolving Period End Date; (b) the date of occurrence of an Early Amortisation Event (but excluding that date); or (c) the date of approval of an Enforcement Resolution by the Meeting of Creditors.

**"Revolving Period Principal Priority of Payments" ("Orden de Prelación de Pagos del Periodo de Recarga")** has the meaning attributed to this term in section 3.4.7.2.2 of the Additional Information.

**"Risk Factors" ("Factores de Riesgo")** means the description in this Prospectus of the major risk factors linked to the Issuer, the securities and the assets backing the issue.

**"Royal Decree 814/2023" ("Real Decreto 814/2023")** Royal Decree 814/2023 of 8 November on financial instruments, admission to trading, registration of securities and market infrastructures (*Real Decreto 814/2023, de 8 de noviembre, sobre instrumentos financieros, admisión a negociación, registro de valores negociables e infraestructuras de mercado*).

**"Rules" or "Rules for the Meeting of Creditors" ("Reglamento" o "Reglamento de la Junta de Acreedores")** means the terms and conditions set forth in section 4.11 of the Securities Note.

**"S&P"** means S&P Global Ratings Europe Limited.

**"S&P Accounts Bank Minimum Rating" ("Rating Mínimo del Banco de Cuentas de S&P")** has the meaning attributed to this term in section 3.4.5.1 of the Additional Information.

**"S&P Collection Bank Minimum Rating" ("Rating Mínimo del Banco de Cobros de S&P")** has the meaning attributed to this term in section 3.4.6 of the Additional Information.

**"Screen Rate" ("Tipo de Pantalla")** has the meaning attributed to this term in section 4.8.4 of the Securities Note.

**"Securities Market Act" ("Ley de los Mercados de Valores")** means Law 6/2023 of 17 March on Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*).

**"Securities Note" ("Nota de Valores")** means the securities note in this Prospectus, prepared using the outline provided in Annex 15 of the Prospectus Delegated Regulation.

**"Securitisation Regulations" ("Reglamentos de Titulización")** means the EU Securitisation Regulation and the UK Securitisation Regulation.

**"Securitised Portfolio" ("Cartera Titulizada")** means the total portfolio of Transferred Receivables.

**"Seller" or "Originator" ("Cedente" u "Originador")** means Pepper Spain.

**"Seller Asset Warranties" ("Garantías de los Activos del Cedente")** means the representations and warranties in respect of the Receivables as set out in Section 2.2.8.3 of the Additional Information and given by the Seller.



**"Seller's Call Options"** ("**Opciones de Compra del Cedente**") means jointly the Clean-Up Call Option, the Call Option and the Tax Change Call Option.

**"Seller's Guidelines"** ("**Políticas del Cedente**") means the Seller's usual policies, procedures and practices relating to the operation of its Point of Sale Facility and PIL Facility business including, without limitation, the usual policies, procedures and practices adopted by it as the grantor of credit in relation to Receivables from originated UPL Agreements and/or (as the case may be) its usual policies, procedures and practices for dealing with matters relating to its obligations and liabilities with regard to the applicable Spanish laws, for determining the creditworthiness of its customers, the extension of credit to customers, and relating to the maintenance of accounts, as such policies, procedures and practices may be amended or varied from time to time.

**"Seller's Variable Remuneration"** ("**Remuneración Variable del Cedente**") has the meaning attributed to this term in section 3.4.7.6 of the Additional Information.

**"Service Provider"** ("**Proveedor de Servicios**") means the retailer or merchant of the services financed by the Credit acquired by the Issuer, in the terms set forth in Risk Factor 1.1.2 (*Risk of interruption of services*).

**"Servicer"** ("**Administrador**") means Pepper Asset Services.

**"Servicer Default"** ("**Incumplimiento del Administrador**") has the meaning attributed to this term in section 4.9.4 of the Securities Note.

**"Servicer's Fee"** ("**Comisión del Administrador**") means the fees that the Servicer has the right to receive as consideration for being in charge of the custody, administration and management of the Credits.

**"Servicing Agreement"** ("**Contrato de Administración**") means the servicing agreement to be entered into by, among others, the Management Company, for and on behalf of the Fund, and the Servicer, which governs the servicing of the Credits from which the Receivables arise.

**"Service-Related Balance"** ("**Saldo del Servicio Relacionado**") means, on any date of determination in relation to a Point of Sale Facility originated by the Seller for the purpose of financing a beauty treatment or dental treatment, the Principal Balance (or the portion of it) which relates to a service delivered over time (and not (a) a product associated with such treatment, which has been delivered; or (b) a treatment delivered on one occasion only), and such service (or the relevant portion thereof) has not, on such date of determination, been delivered or performed.

**"Service-Related Credit"** ("**Crédito Relacionado con un Servicio**") means a Point of Sale Facility that includes a Service-Related Balance.

**"Servicer Standard of Care"** ("**Deber de Cuidado del Administrador**") means the standard of care of a prudent merchant operating a business of originating point of sale credits and unsecured consumer credits in Spain.

**"Solvency II Regulation"** ("**Reglamento de Solvencia II**") means Commission Delegated Regulation (EU) No 2015/35 of 10 October 2014 supplementing Directive 2009/138/EC of the European Parliament and of the Council on the taking-up and pursuit of business of Insurance and Reinsurance (Solvency II), as amended.

**"Spanish Civil Code"** ("**Código Civil**") means Royal Decree of 24 July 1889 publishing the Spanish Civil Code (*Real Decreto de 24 de julio de 1889 por el que se publica el Código Civil*).

**"Spanish Commercial Code"** ("**Código de Comercio**") means Royal Decree of 22 August 1885 publishing the Spanish Commercial Code (*Real Decreto de 22 de agosto de 1885 por el que se publica el Código de Comercio*).

**"Spanish Companies Act"** ("**Ley de Sociedades de Capital**") means Royal Decree-Law 1/2010 of 2 July approving the Restated Text of the Spanish Companies Act (as amended) (*Real Decreto Legislativo 1/2010, de 2 de julio, por el que se aprueba el texto refundido de la Ley de Sociedades de Capital*).

**"Spanish Insolvency Law"** ("**Ley Concursal**") means the Royal Legislative Decree 1/2020, of May 5, approving the recast of the Spanish Insolvency Law, (*Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal*), as amended from time to time, and in particular, but not limited to, by the law 16/2022 of 5 September 2022 for the transposition of the Directive (EU) 2019/1023 of the European Parliament and of the Council.

**"Special Collection Account"** ("**Cuenta Especial de Cobros**") means the collection account held in the name of Pepper Spain and any further or replacement bank account opened by the Seller (or the Servicer on its behalf, whether or not in the Seller's name) for the purpose of receiving payments from Obligors other than via Direct Debit.

**"Special Collection Account Bank"** ("**Banco de la Cuenta Especial de Cobros**") means Banco Santander, S.A. and any further or other banks providing a Special Collection Account.

**"Special Collection Account Pledge Agreement"** ("**Contrato de Prenda sobre la Cuenta Especial de Cobros**") means the collection account pledge agreement in relation to the Special Collection Account dated the Incorporation Date between the Servicer, the Seller and the Management Company, in the name and on behalf of the Issuer.

**"Special Securitisation Report on the Preliminary Portfolio"** ("**Informe Especial de Titulización sobre la Cartera Preliminar**") means the report issued by Deloitte for the purposes of article 22 of the EU Securitisation Regulation on certain features and attributes of a sample of 461 selected credits, including verification of (i) the accuracy of the data disclosed in the stratification tables included in section 2.2.2.2 of the Additional Information and (ii) the fulfilment of the Eligibility Criteria as set forth in section 2.2.8.6 of the Additional Information.

**"Specified Revolving Period End Date"** ("**Fecha Específica de Terminación del Periodo de Recarga**") means the Payment Date falling in September 2026.

**"SSPE"** means a securitisation special purpose entity.

**"Standard Form"** ("**Modelo Estándar**") means the standard forms used by the Seller to document the UPL Agreements as set out in Schedule 4 (*Standard Forms*) of the Master Receivables Sale Agreement as amended from time to time in accordance with the Transaction Documents, or any form that is substantially the same as such standard form.

**"STS Notification"** ("**Notificación STS**") means the STS notification to be submitted by the Originator to ESMA in accordance with article 27 of the EU Securitisation Regulation.

**"STS-Securitisation"** ("**Titulización-STS**") means a simple, transparent and standardised securitisation according to the EU Securitisation Regulation.

**"STS Verification"** ("**Verificación STS**") means the assessment of the compliance of the Notes with the requirements of articles 19 to 22 of the EU Securitisation Regulation prepared by PCS.

**"Subscription Date"** ("**Fecha de Suscripción**") means the second Business Day prior to the Disbursement Date (i.e., 11 October 2024).

**"Subscription Period"** ("**Periodo de Suscripción**") means the Subscription Date from 9.00 CET until 12.00 p.m. CET.

**"Successor Servicer"** ("**Administrador Sucesor**") has the meaning attributed to this term in section 3.7.1.17 of the Additional Information.

**"Swap Collateral"** (**"Colateral del Swap"**) means any cash (and any interest thereon) transferred by the Swap Counterparty to the Issuer on any date pursuant to the terms of the Credit Support Annex that has not been returned to the Swap Counterparty pursuant to the terms of the Interest Rate Swap Agreement.

**"Swap Collateral Account"** (**"Cuenta de Colateral del Swap"**) means the Euro denominated account established in the name of the Fund, or such other substitute account as may be opened in accordance with the Bank Accounts Agreement.

**"Swap Collateral Account Priority of Payments"** (**"Orden de Prelación de Pagos de la Cuenta de Colateral del Swap"**) means the priority of payments set forth in section 3.4.7.4 of the Additional Information.

**"Swap Collateral Account Surplus"** (**"Exceso de la Cuenta de Colateral del Swap"**) means, following the designation of an Early Termination Date in respect of the Swap Transaction, amounts standing to the credit of the Swap Collateral Account that are not required to be returned to the Swap Counterparty pursuant to the Interest Rate Swap Agreement and the Swap Collateral Account Priority of Payments described in section 3.4.7.4 of the Additional Information, such amounts being transferred to the Transaction Account and deemed to form part of the Interest Available Funds.

**"Swap Counterparty"** (**"Contrapartida del Swap"**) means Banco Santander, S.A.

**"Swap Counterparty Downgrade Event"** (**"Supuesto de Descenso en la Calificación de la Contrapartida del Swap"**) means the circumstance that the Swap Counterparty or its credit support provider, pursuant to the Interest Rate Swap Agreement (as applicable), suffers a rating downgrade below the Swap Required Ratings.

**"Swap Junior Payments"** (**"Pagos Subordinados del Swap"**) has the meaning attributed to this term in section 3.4.7.2.1 of the Additional Information.

**"Swap Required Ratings"** (**"Ratings Requeridos del Swap"**) means the initial and subsequent ratings required to the Swap Counterparty under the Interest Rate Swap Agreement by each Rating Agency, which will depend on the ratings allocated by each Rating Agency to the Swap Counterparty from time to time. The initial required ratings to the Swap Counterparty are set out in section 3.4.8.1 of the Additional Information.

**"Swap Senior Payments"** (**"Pagos Senior del Swap"**) has the meaning attributed to this term in section 3.4.7.2.1 of the Additional Information.

**"Swap Tax Credit Amount"** (**"Importe de Crédito Fiscal del Swap"**) means any amount received by the Issuer and attributable to a Tax Credit (as defined in the Interest Rate Swap Agreement) payable by the Issuer to the Swap Counterparty pursuant to the Interest Rate Swap Agreement.

**"Swap Transaction"** (**"Operación de Swap"**) means the swap transaction to be entered into by and between the Management Company, in the name and on behalf of the Issuer, and a Swap Counterparty for purposes of hedging the Issuer's floating interest rate exposure in relation to the Rated Notes and any replacement thereto.

**"Synthetic Interest Rate"** (**"Tipo de Interés Sintético"**) means, in relation to each Synthetic Receivable, the annual interest rate for the relevant Synthetic Receivable, being the implicit interest rate (*tipo de interés implícito*) which would be earned on such Synthetic Receivable assuming that the total amount payable in respect of principal under such Synthetic Receivable is equal to:

- (a) the total amount repayable by the Obligor under such Synthetic Receivable; minus
- (b) the discount made to the relevant merchant or any fees or costs financed as part of the balance of such Synthetic Receivable.

**"Synthetic Principal Balance"** ("**Saldo de Principal Sintético**") means in relation to a Synthetic Receivable:

(a) on the date of the relevant Purchase Offer, the amount identified as such in the relevant Purchase Offer; and

(b) on any date of determination, the amount identified in the Servicer's records on such date,

in each case calculated pursuant to the French amortisation method ("*método de amortización francés*") and by reference to the Synthetic Interest Rate in relation to such Synthetic Receivable.

**"Synthetic Receivable"** ("**Derecho de Crédito Sintético**") means a Point of Sale Facility arising under a UPL Agreement in respect of which, irrespectively of any interest rate payable by the Obligor, either (i) the yield comprises a discount made to the relevant merchant or there have been Transaction Fees and/or Periodic Finance Charges financed as part of the Principal Balance or (ii) the original principal amount is reduced on the origination date by payment by the relevant Obligor of an initial amount, or (iii) a combination of (i) and (ii).

**"T2"** means the Real-Time Gross Settlement System operated by the Eurosystem.

**"T2 Business Day"** ("**Día Hábil T2**") means a day on which T2 is open.

**"Tax Change Call Option"** ("**Opción de Compra por un Evento de Cambio Fiscal**") means the event by virtue of which the Seller has the option to (but not the obligation) to instruct the Management Company to carry out an Early Liquidation of the Fund and an Early Redemption of the Notes in whole (but not in part) and hence repurchase at its own discretion all outstanding Receivables, when a Tax Change Event occurs.

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

**"Third Party Verification Agent (STS)"** ("**Tercero Verificador**") means PCS.

**"Tier 1 Merchant Service-Related Balance"** ("**Saldo relacionado con Servicios Comerciales de Nivel 1**") means any Service-Related Balance originated by a merchant whose services have been financed through Point of Sale Facilities which Service-Related Balance represents more than 2.0 per cent of the Principal Balance of all Receivables in the Eligible Receivables Pool.

**"Tier 2 Merchant Service-Related Balance"** ("**Saldo relacionado con Servicios Comerciales de Nivel 2**") means any Service-Related Balance originated by a merchant whose services have been financed through Point of Sale Facilities which Service-Related Balance represents more than 1.0 per cent of the Principal Balance of all Receivables in the Eligible Receivables Pool (and for the avoidance of doubt includes any Tier 1 Merchant Service-Related Balances).

**"Top Merchant"** ("**Comerciante Principal**") means the merchant which has the highest Merchant Balance.

**"Top Merchant Balance"** ("**Saldo Comercial Principal**") means the Merchant Balance of the Top Merchant.

**"Top Service-Related Merchant"** ("**Comerciante de Servicios Principal**") means the merchant which has the highest Merchant Service-Related Balance.

**"Top Service-Related Merchant Balance"** ("**Saldo Comercial Principal relacionado con Servicios**") means the Merchant Service-Related Balance of the Top Merchant.

**"Transaction Account"** ("**Cuenta Operativa**") means the account so named and in the name of the Issuer held with the Accounts Bank or any replacement bank account designated as such.

**"Transaction Documents"** ("**Documentos de la Operación**") means the following documents: (i) Deed of Incorporation of the Fund; (ii) the Master Receivables Sale Agreement; (iii) the Paying Agency Agreement; (iv) the Bank Accounts Agreement; (v) the Interest Rate Swap Agreement; (vi) the Servicing Agreement; (vii) the Back-up Servicing Agreement; (viii) the Collection Accounts Pledge Agreements; and (ix) any other documents executed from time to time after the Incorporation Date in connection with the Fund and designated as such by the relevant parties.

**"Transaction Fees"** ("**Comisiones de Operación**") means all fees as specified in the UPL Agreement applicable to each Receivable.

**"Transaction Parties"** ("**Partes de la Operación**") means the parties to the Transaction Documents.

**"Transfer Tax and Stamp Duty Act"** ("**Ley del Impuesto sobre Transmisión y Actos Jurídicos Documentados**") means the consolidated text of the Transfer Tax and Stamp Duty Act approved by Legislative Royal Decree 1/1993 of 24 September (*Real Decreto Legislativo 1/1993, de 24 de septiembre, por el que se aprueba el Texto refundido de la Ley del Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados*).

**"Transferred Receivable"** ("**Derechos de Crédito Cedidos**") means each Receivable which has been sold and assigned by the Seller to the Issuer pursuant to the Master Receivables Sale Agreement and has not been retransferred to or repurchased by, the Seller or a third party as permitted or contemplated by the Transaction Documents.

**"UK"** ("**Reino Unido**") means the United Kingdom.

**"UK Affected Investors"** ("**Inversores Afectados del Reino Unido**") has the meaning attributed to this term in section "*Important Notice – UK Affected Investors*" of this Prospectus.

**"UK Due Diligence Requirements"** ("**Requisitos de Diligencia Debida del Reino Unido**") has the meaning attributed to this term in section "*Important Notice – UK Affected Investors*" of this Prospectus.

**"UK MiFIR"** ("**MiFIR de Reino Unido**") means Regulation (EU) No 600/2014 as it forms part of the domestic law of the UK by virtue of the EUWA.

**"UK MiFIR Product Governance Rules"** ("**Normas de Gobernanza de Producto de MiFIR de Reino Unido**") means Handbook Product Intervention and Product Governance Sourcebook.

**"UK PRIIPS Regulation"** ("**Reglamento PRIIPS de Reino Unido**") means Regulation (EU) No. 1286 of the European Parliament and of the Council of 26 November 2014 on key information documents for package retail and insurance-based investment products, as it forms part of the domestic law of the UK by virtue of the EUWA.

**"UK Disclosure ITS"** means Commission Implementing Regulation (EU) 2020/1225 as it forms part of UK domestic law by virtue of the EUWA, including any relevant legislation, instruments, rules, policy statements, guidance, transitional relief or other implementing measures of the FCA, the Bank of England, the PRA, the Pensions Regulator or other relevant UK regulator (or their successor) in relation thereto.

**"UK Disclosure RTS"** means Commission Delegated Regulation (EU) 2020/1224 as it forms part of UK domestic law by virtue of the EUWA, including any relevant legislation, instruments, rules, policy statements, guidance, transitional relief or other implementing measures of the FCA, the Bank of England, the PRA, the Pensions Regulator or other relevant UK regulator (or their successor) in relation thereto.

**"UK Securitisation Regulation"** ("**Reglamento de Titulización de Reino Unido**") means Regulation (EU) 2017/2402 as it forms part of UK domestic law by virtue of the EUWA, including the Securitisation (Amendment) (EU Exit) Regulation 2019, as amended, varied, superseded or substituted from time to time and any relevant binding technical standards, regulations, instruments, rules, policy statements, guidance, transitional relief or other implementing measures of the FCA, the Bank of England, the PRA, the Pensions Regulator or other relevant UK regulator (or their successor) in relation thereto.

**"UK STS"** ("**STS del Reino Unido**") has the meaning attributed to this term in section "*Important Notice – UK Affected Investors*" of this Prospectus.

**"Unapplied Amounts"** ("**Importes no Aplicados**") means the Principal Collections paid to the Issuer during the Revolving Period, not reinvested in the purchase of Additional Receivables, and retained in the Transaction Account to be invested in the future on the purchase of Additional Receivables

**"United States Securities Act"** ("**Ley de Valores de Estados Unidos**") means the United States Securities Act of 1933, as amended.

**"UPL Agreement"** ("**Contrato UPL**") means the agreement or contract governing a Point of Sale Facility or a PIL Facility and references to "UPL Agreement" shall mean any of them.

**"Usury Law"** ("**Ley de Usura**") means Spanish Law on Prohibition of Usury of 23 of July of 1908 (*Ley de 23 de julio de 1908 sobre nulidad de los contratos de préstamos usurarios*).

**"U.S. Risk Retention Rules"** ("**Reglas de Retención del Riesgo de Estados Unidos**") means the credit risk retention regulations issued under Section 15G of the U.S. Securities Exchange Act of 1934, as amended.

**"VAT Act"** ("**Ley del IVA**") means the Law 37/1992, of 28 December, on Value Added Tax (*Ley 37/1992, de 28 de diciembre, del Impuesto sobre el Valor Añadido*).

**"Volcker Rule"** ("**Regla Volcker**" o "**Ley Volcker**") means section 619 of the U.S. Dodd-Frank Act and the corresponding implementing rules.

**"Weighted Average Remaining Term"** ("**Plazo Medio Ponderado Restante**") means, on any date of determination, the percentage obtained by the following calculation:

- (a) the sum of, for each Receivable in the Eligible Receivables Pool, the product of (i) the remaining term of such Receivable multiplied by (ii) the Principal Balance of such Receivable; divided by
- (b) the aggregate Principal Balance of all Receivables in the Eligible Receivables Pool, provided that both numerator and denominator are calculated by reference only to the Receivables within each credit product category (i.e., Point of Sale Facilities and PIL Facilities).

**"Weighted Average Yield"** ("**Rendimiento Medio Ponderado**") means, on any date of determination, the percentage obtained by the following calculation:

- (a) the sum of, for each Receivable in the Eligible Receivables Pool, the product of (i) the Yield of such Receivable multiplied by (ii) the Principal Balance of such Receivable; divided by
- (b) the aggregate Principal Balance of all Receivables in the Eligible Receivables Pool, provided that both numerator and denominator are calculated by reference only to the applicable credit product category (i.e., Point of Sale Facilities and PIL Facilities).

**“Written Resolution” (“Resolución Escrita”)** means a resolution in writing signed by or on behalf of all Noteholders and the Other Creditors who are then entitled to receive notice of a meeting in accordance with the Rules for the Meeting of Creditors, whether such resolution is contained in one document or several documents in the same form, each signed by or on behalf of one or more such Noteholders or by or on behalf of one or more of the Other Creditors.

**“Yield” (“Rendimiento”)** means:

- (a) in respect of a Receivable other than a Synthetic Receivable, the implicit annual interest rate (*“tipo de interés implícito”*) which would be earned on such Receivable assuming that (i) the difference between the sum of the total amount repayable by the Obligor through monthly instalments under such Receivable and its Principal Balance is considered as interest payments, and (ii) the amortisation profile for such Receivable is calculated using the French amortisation method (*“método de amortización francés”*); and
- (b) in respect of a Synthetic Receivable, the Synthetic Interest Rate.

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