Silk Finance No. 5

(Article 62 Asset Identification Code 202007TGSBSCS00N0122**)**

	Amount (in EUR)	In %	Rating Fitch	Rating Moody's
Class A	EUR 466,100,000	76.38%	Asf	Aa3 (sf)
Class B	EUR 65,900,000	10.80%	BBBsf	Baa1 (sf)
Class C	EUR 55,000,000	9.01%	BBsf	Ba3 (sf)
Class D	EUR 13,000,000	2.13%	Not Rated	Not Rated
Class E	EUR 6,600,000	1.08%	Not Rated	Not Rated
VFN	EUR 1	0.00%	Not Rated	Not Rated
Class X	EUR 3,600,000	0.59%	Not Rated	Not Rated

Issue Price: 100.00% (one hundred per cent.) for the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the VFN and the Class X Notes

Issued by **TAGUS – Sociedade de Titularização de Créditos, S.A.**

(*incorporated in Portugal with limited liability under registered number 507 130 820 with share capital of €250,000.00 and head office at Rua Castilho, 20, 1250-069 Lisbon, Portugal*)

This document constitutes a prospectus for admission to trading on a regulated market of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes described herein for the purposes of the Prospectus Regulation (as defined below). The €466,100,000 Class A Floating Rate Notes due February 2035 (the "**Class A Notes**"), the €65,900,000 Class B Floating Rate Notes due February 2035 (the "**Class B Notes**"), the €55,000,000 Class C Floating Rate Notes due February 2035 (the "**Class C Notes**"), the €13,000,000 Class D Fixed Rate Notes due February 2035 (the "**Class D Notes**"), the €6,600,000 Class E Fixed Rate Notes due February 2035 (the "**Class E Notes**"), the €1 Variable Funding Note due February 2035 (the "**VFN**") and the €3,600,000 Class X Notes due February 2035 (the "**Class X Notes**" and together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the VFN, the "**Notes**"), will be issued by TAGUS – Sociedade de Titularização de Créditos, S.A. (the "**Issuer**") on 23 July 2020 (the "**Closing Date**").

Interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes and the Class X Distribution Amount will be paid quarterly in arrear on 25 November 2020 and thereafter will be payable quarterly in arrear on the 25th (twenty-fifth) day of February, May, August and November, in each year (or, in each case, if such day is not a Business Day, the next succeeding Business Day). The Class A Notes, the Class B Notes and the Class C Notes will bear interest for each Interest Period up to the Final Legal Maturity Date, to the extent that they have not been previously redeemed, at the Euro Interbank Offered Rate ("**EURIBOR**") for three-month euro deposits or, in the case of the first Interest Period, at a rate equal to the interpolation of the EURIBOR for three to six-month euro deposits, plus, in relation to the Class A Notes, a margin of 0.75% (zero point seventy-five per cent.), in relation to the Class B Notes, a margin of 2.00% (two per cent.), and, in relation to the Class C Notes, a margin of 3.00% (three per cent.). The Class D Notes will bear interest for each Interest Period up to the Final Legal Maturity Date, to the extent that they have not been previously redeemed, at an annual rate of 7.25% (seven point twenty-five per cent.). The Class E Notes will bear interest for each Interest

Period up to the Final Legal Maturity Date, to the extent that they have not been previously redeemed, at an annual rate of 8.00% (eight per cent.). The VFN will not bear interest. The Class X Notes will not bear interest but will be entitled to the Class X Distribution Amount (if any), to the extent of available funds and subject to the relevant Payment Priorities.

Payments on the Notes will be made in Euro after deduction for or on account of income taxes (including withholding taxes) or other taxes. The Notes will not provide for additional payments by way of gross-up in the case that interest payable under the Notes is or becomes subject to income taxes (including withholding taxes) or other taxes. See the section headed "***Principal Features of the Notes***" herein.

The Notes will be redeemed at their Principal Amount Outstanding on the Interest Payment Date falling in February 2035 (the "**Final Legal Maturity Date**"), to the extent that they have not been previously redeemed.

The Notes of each Class will be subject to mandatory redemption in whole or in part on each Interest Payment Date if and to the extent that the Issuer has amounts available for redeeming the relevant Class of Notes in accordance with the relevant Payment Priorities.

During the Revolving Period, the Revolving Period Principal Target Amortisation Amount will be used to purchase Additional Receivables Portfolios, in accordance with the Pre-Enforcement Principal Payment Priorities. In the event there is any Revolving Period Principal Target Amortisation Amount available for this purpose, the Issuer will cause such Revolving Period Principal Target Amortisation Amount to be applied in or towards the redemption in part of the Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes and Class D Notes made pari passu and on a pro rata basis until all the Class A Notes, Class B Notes, Class C Notes and Class D Notes have been redeemed in full in accordance with the Pre-Enforcement Principal Payment Priorities.

After the end of the Revolving Period and prior to the occurrence of the Subordination Event, the Issuer will cause any Pro-Rata Amortisation Ratio Amount available for this purpose to be applied in or towards the redemption in part of the Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes, and Class D Notes, as applicable, made pari passu and on a pro rata basis until all the Class A Notes, Class B Notes, Class C Notes and Class D Notes have been redeemed in full in accordance with the Pre-Enforcement Principal Payment Priorities.

After the occurrence of a Subordination Event, the Issuer will cause any Principal Target Amortisation Amount available for this purpose to be applied in or towards the redemption in part of the Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes and Class D Notes made sequentially by redeeming the Principal Amount Outstanding of the Class A Notes until all the Class A Notes have been redeemed in full and thereafter by redeeming the Principal Amount Outstanding of the Class B Notes until all the Class B Notes have been redeemed in full and thereafter by redeeming the Principal Amount Outstanding of the Class C Notes until all the Class C Notes have been redeemed in full and thereafter by redeeming the Principal Amount Outstanding of the Class D Notes until all the Class D Notes have been redeemed in full, in accordance with the Pre-Enforcement Principal Payment Priorities.

Both during the Revolving Period and after the Revolving Period, the Issuer will cause any Available Interest Distribution Amount available for this purpose to be applied in or towards the redemption in part of the Principal Amount Outstanding of the Class X Notes (except for €1,000 (one thousand euros), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions) and the Principal Amount Outstanding of the Class E Notes up to the Class E Notes Target Amortisation Amount.

Both during the Revolving Period and after the Revolving Period, the Issuer will cause any amount standing to the credit of the Reserve Account and recorded in the Commingling Reserve Ledger in excess of the Commingling Reserve Ledger Required Amount to be applied in or towards the redemption in part of the Principal Amount

Outstanding of the VFN (except for €1 (one euro), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions). For further details on the mandatory redemption of the Notes see the section headed "***Principal Features of the Notes***".

The Notes will be subject to optional redemption (in whole but not in part) by the Issuer at their Principal Amount Outstanding together with all accrued but unpaid interest thereon up to and including the relevant Interest Payment Date (and any Class X Distribution amount, if applicable): following the occurrence of (a) certain tax events; (b) certain regulatory changes; or (c) on an Interest Payment Date when, on the immediately preceding Calculation Date, the Aggregate Principal Outstanding Balance of the Non-Defaulted Receivables is less than 10% (ten per cent.) of the Aggregate Principal Outstanding Balance of the Initial Receivables as at the Initial Portfolio Determination Date. See the section headed "***Principal Features of the Notes***" herein.

Prior to the servicing of an Enforcement Notice all payments of interest (or, in the case of the Class X Notes, the Class X Distribution Amount) and principal due on the Notes will be made in accordance with the Pre-Enforcement Interest Payment Priorities and the Pre-Enforcement Principal Payment Priorities.

After the servicing of an Enforcement Notice all payments of interest (or, in the case of the Class X Notes, the Class X Distribution Amount) and principal due on the Notes will be made in accordance with the Post-Enforcement Payment Priorities.

The source of funds for the payment of principal and interest on the Notes and, in the case of the Class X Notes, the Class X Distribution Amount will be the right of the Issuer to receive payments in respect of receivables arising under a portfolio of Portuguese law governed auto loans sold to it by, and originated by, Banco Santander Consumer Portugal, S.A. ("**Santander Consumer Portugal**", the "**Originator**" and the "**Servicer**").

The Notes are limited recourse obligations and are obligations solely of the Issuer and are not the obligations of, or guaranteed by, and will not be the responsibility of, any other entity, subject to statutory segregation as provided for in the Securitisation Law (as defined in the section headed "***Risk Factors***"). In particular, the Notes will not be obligations of and will not be guaranteed by Banco Santander, S.A. ("**Banco Santander**" or the "**Arranger**" or the "**Lead Manager**"), or any of its respective affiliates.

The Notes will be issued in book-entry (*escritural*) and nominative (*nominativa*) form and will be governed by Portuguese law. The Notes (with the exception of the VFN) will be issued in the denomination of €100,000 each. The VFN will be issued in the denomination of €1 (one euro).

This Prospectus (the "**Prospectus**") has been approved by the Portuguese Securities Market Commission (*Comissão do Mercado de Valores Mobiliários* or the "**CMVM**") as a competent authority under Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC (the "**Prospectus Regulation**") 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 (the "**Prospectus Delegated Regulation**") as a prospectus for admission to trading on a regulated market of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes described herein. The CMVM only approves this Prospectus as meeting the requirements imposed under Portuguese and EU law pursuant to the Prospectus Regulation and the Prospectus Delegated Regulation. The approval of this Prospectus by the CMVM as a competent authority under the Prospectus Regulation and the Prospectus Delegated Regulation does not imply any guarantee as to the information contained herein, the financial situation of the Issuer or as to the opportunity of the issue or the quality of the Notes. The Issuer is authorised by the CMVM as a securitisation company (*sociedade de titularização de créditos*).

Application has been made to Euronext Lisbon – Sociedade Gestora de Mercados Regulamentados, S.A. ("**Euronext**") for the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes to be admitted to trading on the professional segment of Euronext Lisbon, a regulated market managed by Euronext ("**Euronext Lisbon**"). No application will be made to list the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on any other stock exchange. The VFN and the Class X Notes will not be listed.

The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Class A Notes shall upon issue be integrated in a centralised system (*sistema centralizado*) and registered in the Portuguese securities depositary and settlement system operated by INTERBOLSA – Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A. ("**Interbolsa**"), in its capacity as operator and manager of the Portuguese securities depositary and settlement system, and does not necessarily mean that the Class A Notes will be 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. Recognition of the Class A Notes as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem will depend, upon issue or at any and all times during the life of the Class A Notes, on satisfaction of the Eurosystem eligibility criteria.

The Class A Notes, the Class B Notes and the Class C Notes are expected to be rated by Fitch Ratings Ltd. and Moody's Investors Service Limited (respectively, "**Fitch**" and "**Moody's**", respectively and together, the "**Rating Agencies**"), while the Class D Notes, the Class E Notes, the VFN and the Class X Notes will not be rated. Additionally, the Issuer has not been, and will not be, rated by the Rating Agencies or any other third-party rating agencies, and currently does not have any credit rating or similar rating assigned to it which may be relevant in the context of the securitisation transaction envisaged under this Prospectus (the "**Transaction**"). It is a condition precedent to the issuance of the Notes that the Class A Notes, the Class B Notes and the Class C Notes receive the ratings set out above. A credit rating is not a recommendation to buy, sell or hold securities and may be **subject to revision, suspension or withdrawal at any time by the Rating Agencies**. See "***Ratings***" in the section headed "***Principal Features of the Notes***".

In general, Regulation (EU) No 462/2013 of the European Parliament and of the Council of 21 May 2013 ("**CRA III**") amending Regulation (EC) No 1060/2009 on credit rating agencies (as amended, "**CRA Regulation**"), from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances while the registration application is pending. Credit ratings included or referred to in this Prospectus have been or, as applicable, may be, issued by Fitch and Moody's, each of which is a credit rating agency established in the European Union and registered under the CRA Regulation at the date of this Prospectus. The list of registered and certified rating agencies is published by the European Securities and Markets Authority ("**ESMA**") on its website (http://www.esma.europa.eu/) in accordance with the CRA Regulation.

The CRA Regulation has introduced a requirement that where an issuer or related third parties (which term includes, among others, sponsors, servicers and originators) intends to solicit a credit rating of a structured finance instrument it will appoint at least two credit rating agencies to provide ratings independently of each other; and should consider appointing at least one credit rating agencies having not more than a 10% (ten per cent.) total market share (as measured in accordance with Article 8d(3) of the CRA Regulation, provided that a small credit rating agency is capable of rating the relevant issuance or entity. In order to give effect to those provisions, the ESMA is required to annually publish a list of registered credit rating agencies, their total market share, and the types of credit rating they issue. Notwithstanding the aforementioned, each of the Rating Agencies has more than a 10% (ten per cent.) total market share.

For a discussion of certain significant factors affecting investments in the Notes, see the section headed "***Risk Factors***" herein.

The date of this Prospectus is 21 July 2020.

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IMPORTANT NOTICE

This Prospectus has been approved as a Prospectus by the CMVM, as competent authority under the Prospectus Regulation. The CMVM only approves this Prospectus as meeting the requirements imposed under Portuguese and EU law pursuant to the Prospectus Regulation and the Prospectus Delegated Regulation. Approval by the CMVM 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, the CMVM gives no undertaking as to the economic and financial soundness of the Transaction or the quality or solvency of the Issuer.

Application has been made to Euronext for the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes to be admitted to trading on the professional segment of Euronext Lisbon. No application will be made to list the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on any other stock exchange. The VFN and the Class X Notes will not be listed.

This Prospectus has been approved by the CMVM on 21 July 2020 and is valid for 12 (twelve) months after its approval for admission of the Notes to trading on a regulated market. In case of a significant new factor, material mistake or material inaccuracy relating to the information included in this Prospectus which may affect the assessment of the Notes, the Issuer will prepare and publish a supplement to the Prospectus without undue delay in accordance with Article 23 of the Prospectus Regulation. The obligation of the Issuer to supplement this Prospectus will cease to apply with the admission to trading of the Notes on Euronext Lisbon and at the latest upon expiry of the validity period of this Prospectus.

An investment in the Notes involves certain risks. For a discussion of these risks, see "*Risk Factors*". Investors should make their own assessment as to the suitability of investing in the Notes and shall refer, in particular, to the "***Terms and Conditions of the Notes***" and "***Taxation***" sections of this Prospectus for the procedures to be followed in order to receive payments under the Notes. Noteholders are required to comply with the procedures and certification requirements described herein in order to receive payments on the Notes free from Portuguese withholding tax. Noteholders must rely on the procedures of Interbolsa to receive payments under the Notes.

Selling restrictions summary

The Notes are subject to certain restrictions on transfer as described in "***Subscription and Sale***".

This Prospectus does not constitute an offer of, or an invitation by or on behalf of, any of the Transaction Parties to subscribe for or purchase any of the Notes and this document may not be used for or in connection with an offer to, or a solicitation of an offer by, anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful.

The distribution of this Prospectus and the offering, sale and delivery of the Notes in certain jurisdictions is restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer, the Lead Manager and the Arranger to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of the Notes and on distribution of this Prospectus and other offering material relating to the Notes, see "***Subscription and Sale***" herein.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS PROSPECTUS AND SALE OR OFFER OF NOTES GENERALLY

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of the Notes may be restricted by law in certain jurisdictions. The Issuer, the Lead Manager, the Arranger, the Originator and the Common Representative 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. In particular, unless specifically indicated to the contrary, no action has been taken by the Issuer, the Lead Manager, the Arranger, the Originator or the Common Representative which would permit a public offer of any Notes in any country or jurisdiction where action for that purpose is required or distribution of this Prospectus in any country or jurisdiction where action for that purpose is required. 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 the Notes in the United States of America and the European Economic Area, see the section headed "Subscription and Sale".

PROHIBITION OF SALES OF NOTES TO RETAIL INVESTORS

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") or in the United Kingdom (the "UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point 11 of Article 4(1) of Directive 2014/65/EU of the European Parliament and of the Council, of 15 May 2014, (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 of the European Parliament and of the Council, of 20 January 2016 (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; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) no. 1286/2014 of the European Parliament and of the Council, of 26 November 2014, (as amended, the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been or will be prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation. The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes are intended to be admitted to trading on a regulated market, although 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 EEA or in the UK.

MiFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET

Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) 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 manufacturer's 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 manufacturer's target market assessment) and determining appropriate distribution channels. For the avoidance of doubt, the Issuer is not a manufacturer of the Notes.

BENCHMARKS REGULATION

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 of the

*European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmarks Regulation**"). If any such reference rate does constitute such a benchmark, the Prospectus will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmarks Regulation. Transitional provisions in Article 51 (Transitional Provisions) of the Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Prospectus. The registration status of any administrator under the Benchmarks Regulation is a matter of public record and, save where required by applicable law, the relevant Issuer does not intend to update the Prospectus to reflect any change in the registration status of the administrator.*

STS SECURITISATION

*The Transaction is intended to qualify as STS-securitisation within the meaning of Article 18 of Regulation (EU) no. 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 and its relevant technical standards (the "**Securitisation Regulation**"). Consequently, the Transaction meets, as at the date of this Prospectus, the requirements of Articles 19 to 22 of the Securitisation Regulation and the Originator shall be responsible for sending notification to ESMA on the Closing Date to be included in the list published by ESMA referred to in Article 27(5) of the Securitisation Regulation (the "**STS Notification**"). The Originator shall also be responsible for immediately sending notification to ESMA and the competent authority (when appointed) when the Transaction no longer meets the requirements of Articles 19 to 22 of the Securitisation Regulation. The Originator has used the service of Prime Collateralised Securities (PCS) EU sas ("**PCS**"), as a verification agent authorised under Article 28 of the Securitisation Regulation in connection with an assessment of the compliance of the Notes with the requirements of Articles 19 to 22 of the Securitisation Regulation (the "**STS Verification**") and to prepare verification of compliance of the Notes with the relevant provisions of Article 243 and Article 270 of the CRR (together with the STS Verification, the "**STS Assessment**"). 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 Securitisation Regulation remains with the relevant institutional investors, the Originator and the Issuer, as applicable in each case. The STS Verification will not absolve such entities from making their own assessments with respect to the Securitisation Regulation, and the relevant provisions of Article 243 and Article 270 of the CRR 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.*

Furthermore, the STS Assessment is not an opinion on the creditworthiness of the Notes nor on the level of risk associated with an investment in the Notes. It is not an indication of the suitability of the Notes for any investor and/or a recommendation to buy, sell or hold Notes. Institutional investors that are subject to the due diligence requirements of the Securitisation Regulation need to make their own independent assessment and may not solely rely on the STS Assessment, the STS Notification or other disclosed information.

*It is expected that the STS Assessment prepared by PCS will be available on the PCS website (https://www.pcsmarket.org/sts-verification-transactions/) (the "**PCS Website**") together with a detailed explanation of its scope at https://www.pcsmarket.org/disclaimer. For the avoidance of doubt, the PCS Website and the contents thereof do not form part of this Prospectus.*

The risk retention, transparency, due diligence and underwriting criteria requirements described above apply in respect of the Notes. Investors should therefore make themselves aware of such requirements (and any *corresponding implementing rules made at the national level), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes. Prospective investors are required to independently assess and determine the sufficiency of the information contained in this Prospectus or made available by the Issuer and the Originator for the purposes of complying with any relevant requirements and none of the Issuer, the Originator, the Designated Reporting Entity, the Arranger, the Lead Manager, or any other party to the Transaction Documents makes any representation that such information is sufficient in all circumstances for such purposes.*

Various parties to the Transaction are subject to the requirements of the Securitisation Regulation. However, there is at present some uncertainty in relation to some of these requirements, including with regard to the risk retention requirements under Article 6 of the Securitisation Regulation and transparency obligations imposed under Article 7 of the Securitisation Regulation. The regulatory technical standards relating to such requirements are not in final form or have not been adopted yet. Therefore, the final scope of application of such regulatory technical standards and the compliance of the Transaction with the same is not assured. Non-compliance with final regulatory technical standards may adversely affect the value, liquidity of, and the amount payable under the Notes. Prospective investors in the Notes must make their own assessment in this regard.

No assurance can be provided that the Transaction does or continues to qualify as STS-securitisation under the Securitisation Regulation on the Closing Date or at any point in time in the future. *None of the Issuer, the Lead Manager and the Arranger or any other party to the Transaction Documents (other than the Originator) makes any representation or accepts any liability for the Transaction to qualify as STS-securitisation under the Securitisation Regulation on the Closing Date or at any point in time in the future.*

*Please refer to the sections entitled "**Regulatory Disclosures**" for further information.*

UNITED STATES DISTRIBUTION RESTRICTIONS

*THE NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND 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 SECURITIES ACT) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAW AND EXCEPTIONS TO UNITED STATES TAX REQUIREMENTS, THE NOTES WILL ONLY BE OFFERED AND SOLD OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS PURSUANT TO THE REQUIREMENTS OF REGULATION S UNDER THE SECURITIES ACT. THERE IS NO UNDERTAKING TO REGISTER THE NOTES UNDER STATE OR FEDERAL LAW.*

THIS PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE RE-PRODUCED IN ANY MANNER WHATSOEVER AND, IN PARTICULAR, MAY NOT BE FORWARDED TO ANY U.S. PERSON OR TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED, FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

*THE NOTES MAY NOT BE PURCHASED BY, OR FOR THE ACCOUNT OR BENEFIT OF, ANY PERSON EXCEPT FOR PERSONS THAT ARE NOT "U.S. PERSONS" AS DEFINED IN THE U.S. RISK RETENTION RULES ("**RISK RETENTION U.S. PERSONS**"). HOWEVER, NOTWITHSTANDING THE FOREGOING, WHERE SUCH SALE FALLS WITHIN THE EXEMPTION PROVIDED BY SECTION _.20 OF THE FINAL RULES PROMULGATED UNDER SECTION 15G OF THE U.S. EXCHANGE ACT OF 1934, AS AMENDED (THE "**U.S. RISK RETENTION RULES**"), THE ISSUER MAY SELL THE CLASS A NOTES AND/OR THE CLASS B NOTES AND/OR THE CLASS C NOTES AND/OR THE CLASS D NOTES AND/OR THE CLASS E NOTES TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY RISK RETENTION U.S. PERSONS UP TO THE 10% (TEN PER CENT.) PROVIDED FOR IN SECTION 10 OF THE U.S. RISK RETENTION RULES WITH THE PRIOR WRITTEN CONSENT OF THE ORIGINATOR IN RESPECT OF ANY SUCH PERSON. 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.THE NOTES MAY NOT BE TRANSFERRED TO ANY PERSON EXCEPT FOR PERSONS THAT ARE NOT RISK RETENTION U.S. PERSONS. PURCHASERS OF THE NOTES OR A BENEFICIAL INTEREST THEREIN ACQUIRED IN THE INITIAL SYNDICATION OF THE NOTES, BY THEIR ACQUISITION OF THE NOTES OR A BENEFICIAL INTEREST THEREIN WILL BE DEEMED TO HAVE MADE CERTAIN REPRESENTATIONS AND AGREEMENTS AND IN CERTAIN CIRCUMSTANCES WILL BE REQUIRED TO MAKE CERTAIN REPRESENTATIONS AND AGREEMENTS, INCLUDING THAT EACH PURCHASER (1) EITHER (i) IS NOT A RISK RETENTION U.S. PERSON OR (ii) HAS OBTAINED WRITTEN CONSENT FROM THE ORIGINATOR TO THEIR PURCHASE OF NOTES, (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 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% (TEN PER CENT.) RISK RETENTION U.S. PERSON LIMITATION IN THE EXEMPTION PROVIDED FOR IN SECTION _.20 OF THE U.S. RISK RETENTION RULES). SEE "**RISK FACTORS - U.S. RISK RETENTION REQUIREMENTS**".*

The Transaction will not involve the retention by the Originator of at least 5% (five per cent.) of the credit risk of the Issuer for the purposes of the U.S. Risk Retention Rules. The Originator 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 Issuer, the Originator, the Arranger or the Lead Manager or any of their affiliates or any other party to otherwise comply with the U.S. Risk Retention Rules.

The determination of the proper characterisation of potential investors as non-Risk Retention U.S. Persons for such restriction or for determining the availability of the exemption provided for in Section _.20 of the U.S. Risk Retention Rules is solely the responsibility of the Originator; none of the Lead Manager, the Arranger or the Issuer nor any person who controls them or any of their directors, officers, employees, agents or affiliates will have any responsibility for determining the proper characterisation of potential investors for such restriction or for determining the availability of the exemption provided for in Section _.20 of the U.S. Risk Retention Rules, and the Lead Manager, the Arranger, the Issuer or any person who controls it or any of their directors, officers, employees, agents or affiliates do not accept any liability or responsibility whatsoever for any such determination or characterisation.

*THIS PROSPECTUS HAS BEEN DELIVERED TO YOU ON THE BASIS THAT YOU ARE A PERSON INTO WHOSE POSSESSION THIS PROSPECTUS MAY BE LAWFULLY DELIVERED IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED. BY ACCESSING THE PROSPECTUS, YOU SHALL BE DEEMED TO HAVE CONFIRMED AND REPRESENTED AND IN CERTAIN CIRCUMSTANCES WILL BE REQUIRED TO MAKE CERTAIN REPRESENTATIONS AND AGREEMENTS (INCLUDING AS A CONDITION TO ACCESSING OR OTHERWISE OBTAINING A COPY OF THIS PROSPECTUS OR OTHER OFFERING MATERIALS RELATING TO THE NOTES) TO THE ISSUER, THE ORIGINATOR, THE ARRANGER AND THE LEAD MANAGER AND ON WHICH EACH OF SUCH PERSONS WILL RELY WITHOUT ANY INVESTIGATION THAT (A) YOU HAVE UNDERSTOOD AND AGREE TO THE TERMS SET OUT HEREIN, (B) YOU CONSENT TO DELIVERY OF THE PROSPECTUS BY ELECTRONIC TRANSMISSION, (C) YOU ARE NOT A U.S. PERSON (WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT) OR ACTING FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON AND THE ELECTRONIC MAIL ADDRESS THAT YOU HAVE GIVEN TO US AND TO WHICH THIS EMAIL HAS BEEN DELIVERED IS NOT LOCATED IN THE UNITED STATES OR ITS TERRITORIES AND POSSESSIONS (INCLUDING PUERTO RICO, THE U.S. VIRGIN ISLANDS, GUAM, AMERICAN SAMOA, WAKE ISLAND AND THE NORTHERN MARIANA ISLANDS), AND (D) IF YOU ARE A PERSON IN THE UNITED KINGDOM, THEN YOU ARE A PERSON WHO (I) HAS PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS OR (II) IS A PERSON FALLING WITHIN ARTICLE 49(2)(A) TO (D) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**"). ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS PROSPECTUS RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. FURTHER SEE RESTRICTIONS ON THE DISTRIBUTION OF*

*THIS PROSPECTUS AND THE OFFER OR SALE OF THE NOTES IN THE SECTION HEADED "**SUBSCRIPTION AND SALE**".*

NO REPRESENTATION, WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, IS MADE AND NO RESPONSIBILITY OR LIABILITY IS ACCEPTED BY THE LEAD MANAGER OR THE ARRANGER AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS PROSPECTUS OR ANY OTHER INFORMATION SUPPLIED IN CONNECTION WITH THE NOTES OR THEIR OFFERING. FURTHERMORE, UNLESS OTHERWISE AND WHERE STATED IN THIS PROSPECTUS, NO PERSON HAS BEEN AUTHORISED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS IN CONNECTION WITH THE ISSUE AND SALE OF THE NOTES, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORISED BY ANY OF THE TRANSACTION PARTIES. EACH PERSON RECEIVING THIS PROSPECTUS ACKNOWLEDGES THAT (EXCEPT IF OTHERWISE STATED IN THIS PROSPECTUS) SUCH PERSON HAS NOT RELIED ON THE LEAD MANAGER, THE ARRANGER, THE TRANSACTION MANAGER, THE COMMON REPRESENTATIVE, THE ACCOUNTS BANK, THE PAYING AGENT OR ANY OTHER PARTY NOR ON ANY PERSON AFFILIATED WITH ANY OF THEM IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF SUCH INFORMATION OR ITS INVESTMENT DECISION.

No fiduciary role

None of the Issuer, the Lead Manager, the Arranger or any other Transaction Party or any of their respective affiliates is acting as an investment advisor and none of them (other than the Common Representative) assumes any fiduciary obligation to any purchaser of the Notes.

None of the Issuer, the Lead Manager, the Arranger or any other Transaction Party or any of their respective affiliates assumes any responsibility for conducting or failing to conduct any investigation into the business, financial condition, prospects, credit-worthiness, status and/or affairs of any other Transaction Party nor makes any representation or warranty, express or implied, as to any of these matters.

Financial condition of the Issuer

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Note shall in any circumstances create any implication that there has been no adverse change, nor any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of the Issuer since the date of this Prospectus.

Representations about the Notes

No person has been authorised to give any information or to make any representations, other than those contained in this Prospectus, in connection with the issue and sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorised by any of the Transaction Parties. Neither the delivery of this Prospectus nor any sale made hereunder shall, under any circumstances, create any implication that the information herein is correct as of any time subsequent to the date hereof.

No action has been taken by the Issuer, the Lead Manager or the Arranger that would permit a public offer of the Notes in any country or jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus (nor any part hereof) nor any prospectus, form of application, advertisement or other offering materials may be issued, distributed or published in any country or jurisdiction except in circumstances that will result in compliance with applicable laws, orders, rules and regulations and the Issuer has represented that all offers and sales by them have been made on such terms.

Each person receiving this Prospectus shall be deemed to acknowledge that (i) such person has been afforded an opportunity to request from the Issuer, and to review, and has received, all additional information which it considers to be necessary to verify the accuracy and completeness of the information herein, (ii) such person has not relied on the Lead Manager, the Arranger or any person affiliated with the Lead Manager or the Arranger in connection with its investigation of the accuracy of such information or its investment decision, and (iii) except as provided pursuant to item (i) above, no person has been authorised to give any information or to make any representation concerning the Notes offered hereby except as contained in this Prospectus, and, if given or made, *such other information or representation should not be relied upon as having been authorised by the Issuer, the Lead Manager or the Arranger.*

If you are in any doubt about the contents of this document you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser. You should remember that the price of securities and the income deriving therefrom can go down, as well as up.

None of the Transaction Parties nor any of their respective affiliates, accepts any responsibility: (i) makes any representation, warranty or guarantee that the information described in this Prospectus is sufficient for the purpose of allowing an investor to comply with the EU Retained Interest , or any other applicable legal, regulatory or other requirements; (ii) shall have any liability to any prospective investor or any other person with respect to the insufficiency of such information or any failure of the Transactions contemplated herein to comply with or otherwise satisfy the EU Retained Interest, or any other applicable legal, regulatory or other requirements; or (iii) shall have any obligation, other than the obligations undertaken by the Originator, to enable compliance with the EU Retained Interest, or any other applicable legal, regulatory or other requirements.

*Each prospective investor in the Notes which is subject to the EU Retained Interest or any other applicable legal, regulatory or other requirements should consult with its own legal, accounting and other advisors and/or its national regulator in determining the extent to which the information set out under the section headed "**Overview of Certain Transaction Documents**" and in this Prospectus generally is sufficient for the purpose of complying with the EU Retained Interest, or any other applicable legal, regulatory or other requirements. Any such prospective investor is required to independently assess and determine the sufficiency of such information for its own purpose.*

To the extent that the Notes do not satisfy the EU Retained Interest, the Notes are not a suitable investment for the types of EEA-regulated investors subject to the EU Retained Interest. In such case: (i) any such investor holding the Notes may be required by its regulator to set aside additional capital against its investment in the Notes or take other remedial measures in respect of such investment or may be subject to penalties in respect thereof; and (ii) the price and liquidity of the Notes in the secondary market may be adversely affected.

RISK FACTORS

The following is a description of the principal risks associated with an investment in the Notes. These risk factors are material to an investment in the Notes and in the Issuer. Most of these factors are contingencies which may or may not occur, and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. Prospective Noteholders should carefully read and consider all the information contained in this Prospectus, including the risk factors set out in this section, prior to making any investment decision.

An investment in the Notes is only suitable for investors experienced in financial matters who are in a position to fully assess the risks relating to such an investment and who have sufficient financial means to suffer any potential loss stemming therefrom.

The Issuer believes that the factors described below are the risks that are considered more relevant prior to the issuance of the Notes, based on the probability of their occurrence and on the expected extent of their negative impact, should they occur. The contents of the risk factors in this section are related to the underlying Assets, the nature of the Notes and the nature of the Issuer and have been drafted in accordance with Article 16 of the Prospectus Regulation. Therefore, generic risks regarding the underlying Assets, the nature of the Notes and the nature of the Issuer have not been included in this Prospectus in accordance with such Article 16. The risk factors included in this section may not be the only risks to which the Issuer is exposed and the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes for other reasons or for the identified risks having materialised differently, and the Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. Additional risks or uncertainties not presently known to the Issuer or that the Issuer currently considers generic or immaterial may also have an adverse effect on the Issuer's ability to pay interest, principal or other amounts in respect of the Notes. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

The purchase of the Notes involves substantial risks and is suitable only for sophisticated investors who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Notes. Before making an investment decision, prospective purchasers of the Notes should (i) ensure that they understand the nature of the Notes and the extent of their exposure to risk, (ii) consider carefully, in the light of their own financial circumstances and investment objectives (and those of any accounts for which they are acting) and in consultation with such legal, financial, regulatory and tax advisers as it deems appropriate, all the information set out in this Prospectus so as to arrive at their own independent evaluation of the investment and (iii) confirm that an investment in the Notes is fully consistent with their respective financial needs, objectives and any applicable investment restrictions and is suitable for them. The Notes are not a conventional investment and carry various unique investment risks, which prospective investors should understand clearly before investing in them. In particular, an investment in the Notes involves the risk of a partial or total loss of investment.

RISKS RELATING TO THE ORIGINATOR AND THE RECEIVABLES

Obligors’ and Transaction Parties’ default risk

The ability of the Issuer to meet its payment obligations under the Notes depends almost entirely on the full and timely payments by the Obligors of the amounts to be paid by such Obligors in respect of the Receivables. The Originator has not made any representations or given any warranties or assumed any liability in respect of the ability of the Obligors to make the payments due in respect of the Receivables.

The Receivables included in the Initial Receivables Portfolio on the Closing Date and the Receivables to be included in each Additional Receivables Portfolio on each relevant Additional Purchase Date, were originated in accordance with the Lending Criteria. General economic conditions and other factors (which may or may not affect auto values), such as losses of subsidies or interest rate rises, may have an impact on the ability of Obligors to meet their repayment obligations under the Receivables. A deterioration in economic conditions resulting in increased unemployment rates, consumer and commercial bankruptcy filings, a decline in the strength of national and local economies, inflation and other results that negatively impact household incomes could have an adverse effect on the ability of Obligors to make payments on the Receivables and result in losses on the Notes. Unemployment, loss of earnings, illness (including any illness arising in connection with epidemics or pandemics), divorce and other similar factors may also lead to an increase in delinquencies and insolvency filings by Obligors, which may lead to a reduction in payments by such Obligors on their Receivables and could ultimately reduce the Issuer's ability to service payments on the Notes. Events such as certain meteorological conditions, natural disasters, fires or widespread health crises or the fear of such crises (such as Covid-19, in relation to which see the risk factor entitled "***COVID-19 Pandemic and Possible Similar Future Outbreaks***" below) in a particular region may weaken economic conditions and negatively impact the ability of affected Obligors to make timely payments on the Receivables. This may affect the Obligors' ability to make payments when due under the respective Receivables Contracts, which may negatively impact the Issuer's ability to make payments under the Notes.

The ability of the Issuer to meet its payment obligations in respect of the Notes also depends on the full and timely payments by the Transaction Parties of the amounts due to be paid thereby and on the non-existence of unforeseen extraordinary expenses to be borne by the Issuer which are not already accounted for by the Rating Agencies in relation to the Transaction Documents. If any of the Transaction Parties fails to meet its payment obligations (including if the Accounts Bank fails to be able to return funds deposited in the Transaction Accounts) or if the Issuer has to bear the referred unforeseen extraordinary expenses, there is no assurance that the ability of the Issuer to meet its payment obligations under the Notes will not be adversely affected or that the ratings initially assigned to the Rated Notes are subsequently lowered, withdrawn or qualified.

Below is shown the accumulated default ratio for those auto loans originated by Santander Consumer Portugal that have presented delays in payments by 90 (ninety) calendar days, as a percentage of the annual originations, up to November 2019.

Origination Year	**Originated Amount (€)**	**Cumulative Default (%)**
2015	277.154.168	3.38%
2016	326.906.632	2.28%
2017	289.393.287	1.99%
2018	299.229.705	1.17%
2019	246.865.859	0.38%

The delinquency portfolio has been observing a decreasing trend, with lower default rates for loans originated in the last years.

Risk of delay in the recovery process

In case of default of payment of amounts due under a Receivables Contract by Obligors, the Servicer shall, in accordance with the Enforcement Procedures, take such action as may be determined by the Servicer to be necessary or desirable, including, if necessary and without limitation, by means of court proceedings (which may involve judicial expenses and time waste) against any Obligor in relation to a Defaulted Receivable. In accordance with the Securitisation Law and the Receivables Servicing Agreement, the Servicer, and not the Issuer, is contractually required to administer and collect the Receivables and accordingly the Issuer will not intervene or take any decisions in the aforementioned enforcement or other procedures envisaged or taken by the Servicer. For further information on the recovery processes, please refer to section entitled "***Originator's Standard Business Practices, Servicing and Credit Assessment***".

The table below shows the accumulated recoveries as a percentage of loans that, on each year, presented delays in payments by 90 (ninety) calendar days.

Default Year	**Defaulted Amount (€)**	**Cumulative Recovery (%)**
2015	9.129.789	50.93%
2016	10.150.938	31.16%
2017	5.280.114	14.51%
2018	6.156.352	15.19%
2019	7.493.331	4.70%

Both the defaulted amount column figures and the cumulative recovery column figures consider the sum of the amounts found in new and used vehicles.

The defaulted amount can also be split according to the product type (new vs used vehicles):

	Defaulted Amount (€)	
Default Year	**New**	**Used**
2015	3.937.854	5.191.936
2016	3.806.752	6.344.186
2017	1.643.767	3.636.347
2018	1.578.808	4.577.544
2019	2.368.804	5.124.527

The defaulted amount dispayled for 2015 does not include the months of January 2015 (for being the first month of the analysed historical period) and August 2015 (for being the period of the merger of Banque PSA Finance (Sucursal em Portugal) and consequent migration of defaulted portfolios to the Santander Consumer Portugal, which have defaulted prior to this month).The rate for older years yield higher recovery amounts, considering the larger period of time for the collections team to engage on recovery and litigation actions. Santander Consumer Portugal has employees responsible for the preparation of legal actions and external lawyers usually only intervene once a loan has a delay greater than 180/200 days. As a general guideline, a minimum outstanding amount of EUR 2,000 is required to pursue a legal action. Until resolution, the process can be pending in courts for 3 to 4 years. For further information on the recovery process of the Originator, please refer to the "***Recovery***

Process" sub-section as set out in the section headed "***Originator's Standard Business Practices, Servicing and Credit Assessment"***.

Recent defaults have yet to go through all the recovery process in place. In addition, certain events such as widespread health crises or the fear of such crises (such as Covid-19, in relation to which see the risk factor entitled "***COVID-19 Pandemic and Possible Similar Future Outbreaks***" below) may lead to a temporary suspension or decrease in the activity of courts. This may cause delays in the recovery process, which may negatively impact the Issuer's ability to make payments under the Notes.

Risk of decline in vehicle values

The Related Security may be affected by, among other things, a decline in value of the Assets securing the relevant Receivables. No assurance can be given that the value of the relevant Assets has remained or will remain at their levels on the dates of origination of the related Receivables. The automobile market in Portugal in general, or in any particular region, may from time to time experience a decline as a result of a deterioration in economic conditions, namely increase in unemployment rates and disruption in the auto-loan market and, consequently, may experience higher rates of loss and delinquency on auto loans generally. In addition, events such as certain meteorogical conditions, natural disasters, fires or widespread health crises or the fear of such crises (such as Covid-19, in relation to which see the risk factor entitled "***COVID-19 Pandemic and Possible Similar Future Outbreaks***" below) may weaken economic conditions and could lead to a decline in the values of the vehicles located in regions affected by such events which may result in a loss being incurred upon sale of vehicles.

The secondary market value of the Assets depends upon their purpose and the intensity of their use. The purpose of a vehicle dictates the general degree of secondary market liquidity for used vehicles – the more specific and customised a vehicle is for a given function or task, the lower its demand in the secondary market. For example, if a particular vehicle is initially prepared to perform a specific purpose (for example, if it is equipped with a mobile crane) demand for that vehicle will be conditioned by this fact, and the vehicle's price will be conditioned by a smaller market or by restructuring and modification costs incurred to accommodate a different purpose or a more general use for the vehicle.The intensity of use is another factor which affects the price of a vehicle in the secondary market as it determines its usable lifespan. In addition to the degree of use, there are other factors, especially in the personal loan market segment, which condition the market price of vehicles in the secondary market. These include brand (notoriety), general maintenance conditions and the number of previous owners. The same car model being purchased anew by an individual and by a company on a given moment will generally cost less to the purchasing company than to the purchasing individual. Other factors which may generate uncertainty about the market value of a vehicle are of a fiscal nature, induced by ecological or purely tax-related guidelines, and of a regulatory nature, such as limiting or encouraging the circulation of certain types of cars in cities or on certain roads.

The reduction in the price of vehicles in the used car market may negatively affect the capacity to service debts and recover credit values through their sale and completion in the secondary market. A downturn in the secondary car market may increase default and write-off levels on the Receivables included in the Receivables Portfolio. The Issuer is exposed to the risk that recoveries upon sale of any of the Assets may be lower than anticipated at the outset of the Receivables Sale Agreement. This may negatively affect the Issuer's ability to make payments on the Notes.

Risk of deterioration in the economic condition of areas with a high geographical concentration of the Receivables

Although the Obligors are located throughout Portugal, the Obligors may be concentrated in certain locations, such as densely populated areas (see the section headed "***Characteristics of the Receivables***"). The geographical regions that show a greater concentration of the Initial Receivables, based on the percentage of Principal Outstanding Balance of the Initial Receivables, as of 1 July 2020, are the following: Lisbon (19.22% (nineteen point twenty-two per cent.)), Porto (17.91% (seventeen point ninety-one per cent.)) and Setúbal (13.15% (thirteen point fifteen per cent.)), representing a total of 50.28% (fifty point twenty-eight per cent.).

In accordance with the Global Eligibility Criteria, on the Closing Date and each of the Additional Purchase Dates, the Aggregate Principal Outstanding Balance of the Non-Defaulted Receivables in respect of which the related Obligors are residents in the same district (*distrito*) shall not be more than 30% (thirty per cent.) of the Aggregate Principal Outstanding Balance of all the Non-Defaulted Receivables comprised in the Receivables Portfolio and the Aggregate Principal Outstanding Balance of the Non-Defaulted Receivables in respect of which the related Obligors are residents in any of the 3 (three) districts (*distritos*) with higher Obligors' concentration shall not be more than 70% (seventy per cent.) of the Aggregate Principal Outstanding Balance of all the Non-Defaulted Receivables comprised in the Receivables Portfolio. For further information on the representations and warranties made by the Originator in respect of the Receivables, please refer to the "***Representations & Warranties***" sub-section as set out in the section headed "***Overview of certain Transaction Documents – Receivables Sale Agreement***".

Any deterioration in the economic condition of the areas in which the Obligors are located, or any deterioration in the economic condition of other areas that causes an adverse effect on the ability of the Obligors to make payments on the Receivables could increase the risk of losses on the Receivables. A concentration of Obligors in such areas may, therefore, result in a greater risk of loss than would be the case if such concentration had not been present. Such losses, if they occur, could have an adverse effect on the yield to maturity of the Notes as well as on the repayment of principal and interest due on the Notes and the Class X Distribution Amount, if any.

Assignment of Receivables Portfolio may be affected by Originator's insolvency

In the event of the Originator becoming insolvent, the Receivables Sale Agreement and the sale and assignment of the Receivables conducted pursuant to it, will not be affected and therefore will neither be terminated nor will such Receivables form part of the Originator's insolvent estate, save if a liquidator appointed to the Originator or any of the Originator's creditors produces evidence that the Originator and the Issuer have entered into and executed such agreement in bad faith (i.e. with the intention of defrauding creditors) (see "***Selected aspects of laws of the Portuguese Republic relevant to the Receivables and the transfer of the Receivables***").

However, the transfer of Related Security subject to registration with a public registry (as in the case of mortgages over vehicles *(hipotecas sobre veículos automoveis)*, for example) will only be enforceable upon registration of such act at the relevant registry. No such registration will be made until the occurrence of a Notification Event.

In the case of Receivables with the benefit of a retention of title (*reserva de propriedade*) of the vehicle, the ownership of the vehicle is not transferred to the Issuer under the Receivables Sale Agreement but remains with the Originator. In the event of the insolvency of the Originator such vehicle will form part of the bankruptcy estate of the Originator and the Issuer will not be entitled to take possession of the relevant vehicle where an Obligor under a Receivables Contract is in default of its obligations. While the Issuer is entitled to require the Originator to transfer such asset to any entity, there can be no assurance that such rights will be enforceable following the insolvency of the Originator.

Uncertainty as to insurance policies' conditions and rights of the Issuer thereunder

In addition to its financing operations, Santander Consumer Portugal also offers insurance policies, which may be entered into by the Obligors on a voluntary basis. When entering into a Receivables Contract, Obligors must either accept Santander Consumer Portugal's insurance, in which case the premium will be added to the monthly instalment, or obtain insurance from a third-party insurer and assign the rights in favour of Santander Consumer

Portugal. Santander Consumer Portugal also finances amounts of insurance premia payable by certain Obligors. For further information on the insurance policies offered by Santander Consumer Portugal, please refer to Tables Y and AA in the section headed "***Characteristics of the Receivables***".

These insurance policies do not cover for payment suspensions under Temporary Moratoria. In accordance with the Eligibility Criteria, the Initial Receivables included in the Initial Receivables Portfolio and the Additional Receivables to be included in any Additional Receivables Portfolio, as well as any Substitute Receivables, are not and will not be, as applicable, affected by Temporary Moratoria as at the Initial Portfolio Determination Date, the relevant Additional Portfolio Determination Date or the relevant Substitute Receivables Determination Date, as applicable. However, it cannot be excluded that after the Receivables have been assigned under the Receivables Sale Agreement they may be subject to further Temporary Moratoria, in which case the Originator will (unless the exposure arising out of such Receivable has already been classified as stage 2 or 3 according to IFRS9 at the moment of the application of the moratorium) substitute, repurchase or procure a third-party to repurchase such Receivables from the Issuer on the terms of the Receivables Sale Agreement (see risk factor "***Covid-19 Pandemic and Possible Similar Future Outbreaks***"). This shall not result in the Originator guaranteeing that the substitution or the repurchase of the affected Receivables will be successfully completed (in accordance with the EBA statement on additional supervisory measures in the COVID-19 pandemic issued by EBA from time to time and particularly on 22 April 2020).

The Originator will transfer in accordance with the Receivables Sale Agreement to the Issuer on the Closing Date and on any Additional Purchase Date, its right, title, interest and benefit (if any) in the Insurance Policies. However, as these Insurance Policies may not, in each case, refer to assignees in title of the Originator, such an assignment may not provide the Issuer with an insurable interest under the relevant Insurance Policies and the ability of the Issuer to make a claim under such Insurance Policy is not certain. Furthermore, the Originator will not notify each individual insurer of the assignment of the Insurance Policies to the Issuer on the Closing Date and on any Additional Purchase Date and, in accordance with the Receivables Sale Agreement, the Issuer shall not deliver notices to the insurers of the Insurance Policies until such time as a Notification Event has occurred. Accordingly, if an Obligor cancels its Insurance Policy with a third-party provider and the Assets securing the relevant Receivables are wholly or partially destroyed, the Obligor may have insufficient resources to effect repairs of the Assets which in turn may reduce the value of the security for the relevant Receivable.

In addition, where the Obligors cancel their Insurance Policy, they may receive a refund of premium from the relevant third-party insurer. The Receivables Contracts do not require the Obligor to apply any amounts resulting from such refund towards repayment of their obligations under the relevant Receivables Contract. Thus where the Servicer recovers and sells an Asset securing the relevant Receivables in accordance with its collections policy (see "***Originator's standard business practices, servicing and credit assessment***"), it may not recover amounts of insurance premia financed by Santander Consumer Portugal and which had been included in the purchase price paid by the Issuer for the relevant Receivables – the net proceeds of the sale may not be sufficient to cover the purchase price paid by the Issuer for the relevant Receivables, causing the Issuer to receive less on that Receivable than it would have expected. This could affect the Issuer's ability to make payments on the Notes.

No independent investigation in relation to the Receivables

None of the Transaction Parties (other than the Originator and the Servicer) has undertaken or will undertake any investigations, searches or other actions in respect of any Obligor, Receivable or any historical information relating to the Receivables. Each Transaction Party (other than the Originator and the Servicer) will rely instead on the representations and warranties made by the Originator in relation thereto set out in the Receivables Sale Agreement.

Limited liquidity of the Receivables on liquidation of Issuer

In the event of occurrence of an Event of Default and the delivery of an Enforcement Notice to the Issuer by the Common Representative, the disposal of performing Receivables by the Common Representative (including the Issuer's rights in respect of the Receivables) is restricted by the Securitisation Law in that any such disposal will be, as a general rule, restricted to a disposal to the Originator, to another STC or FTC established under Portuguese law or to credit institutions or financial companies authorised to grant credit on a professional basis. Notwithstanding the foregoing, the Securitisation Law provides that the Issuer may assign non-performing Receivables ("*créditos em situação de incumprimento*") to any entity.

In such circumstances, the Originator has no obligation to repurchase the Receivables from the Issuer under the Transaction Documents and there can be no certainty that any other purchaser could be found as there is not, at present, and the Issuer believes it is unlikely to develop, an active and liquid secondary market for receivables of this type in Portugal.

In addition, even if a purchaser could be found for the Receivables, the amount realised by the Issuer in respect of their disposal to such purchaser in such circumstances may not be sufficient to redeem all of the Notes in full at their then Principal Amount Outstanding (together with accrued interest and any Class X Distribution amount, if applicable).

Reliance on the Originator's representations and warranties

If any of the Receivables fails to comply with any of the Receivables Warranties in a way which could have a material adverse effect on (i) the relevant Receivables Contract, or (ii) the Receivables or the Related Security in respect of such Receivables Contract, then the Originator may discharge its liability for this failure either by (a) if the breach is capable of remedy, remedy of such breach, or (b) if such breach is not capable of remedy, repurchase or procure a third-party to repurchase such Receivable from the Issuer for an amount corresponding to the amount calculated in accordance with limb (a) of the definition of Repurchase Price, or, in certain circumstances, (b) substitute or procure the substitution of a similar receivable and security in replacement for the Receivable which is in breach of any Receivables Warranty provided that this shall not limit any other remedies available to the Issuer if the Originator fails to discharge such liability. The Originator is also liable for any losses or damages suffered by the Issuer or any other relevant party as a result of any breach of the Originator's Representations and Warranties other than the Receivables Warranties. The Issuer's rights arising out of breach of the Originator's Representations and Warranties are however unsecured and, consequently, a risk of loss exists if a Receivables Warranty is breached and the Originator does not or is unable to repurchase or cause a third-party to purchase or substitute the relevant Receivable or indemnify the Issuer.

Modifications to the Originator's Lending Criteria

The Receivables Contracts in the Receivables Portfolio were originated in accordance with the Lending Criteria set out in "*Originator's Standard Business Practices, Servicing and Credit Assessment*". Accordingly, under the Receivables Sale Agreement, the Originator will warrant that (i) prior to originating a Receivable, the nature and amount of such Receivable and the circumstances of the relevant Obligor satisfied its Lending Criteria in force and effect and applicable by the Originator at the time of origination, and (ii) at the time of origination of a Receivable, the underlying assets intended to be charged to secure the repayment of such Receivable were in all material respects of the kind permitted under its Lending Criteria for new business in force at the time of origination. The Lending Criteria considers, among other things, an Obligor's credit history, employment history and status, repayment ability, debt-to-income ratio, the value of the Assets to be used as security, and the need for additional guarantees or other collateral (see the section headed "***Originator's Standard Business Practices, Servicing and Credit Assessment***").

No assurance can be given that the Originator will not change its Lending Criteria in the future and that such change would not have an adverse effect on the cashflows generated by any Substitute Receivables to ultimately repay the principal and interest due on the Notes and the Class X Distribution Amount, if any, or on the compliance of this Transaction with the STS Criteria and, accordingly, its qualification as an STS Securitisation. See the description of the limited circumstances when Substitute Receivables may form part of the Receivables Portfolio in the subsection "***Receivables Sale Agreement***" of the section headed "***Overview of certain Transaction Documents***" and the section headed "***Originator's Standard Business Practices, Servicing and Credit Assessment***".

RISKS RELATING TO THE NOTES AND THE STRUCTURE

Interest rate risk

The Issuer is subject to an interest rate risk of a mismatch between the rate of interest payable in respect of the Receivables and the rate of interest payable in respect of the Rated Notes. A part of the Initial Receivables (91.12% (ninety-one point twelve per cent.) pays a fixed rate of interest and the remaining Initial Receivables (8.88% (eight point eighty-eight per cent.)) pay a variable rate of interest indexed to EURIBOR.

However, the Issuer's liabilities with respect to interest under the Rated Notes are based on EURIBOR.

In order to mitigate the risk described above and to protect the Issuer and the Noteholders of the Rated Notes against any material interest rate discrepancy, the Issuer and the Cap Counterparty will enter into the Cap Agreement, under which the Cap Counterparty will pay to the Issuer on each Interest Payment Date an amount, if positive, equal to the product of:

(1) the Notional Amount (as defined in the Cap Agreement) for the Calculation Period (as defined in the Cap Agreement) related to such Interest Payment Date;

(2) the Floating Rate Day Count Fraction (as defined in the Cap Agreement); and

(3) (i) in relation to the First Interest Payment Date, (a) the rate determined using straight-line interpolation by reference to three month EURIBOR and six month EURIBOR for the number of days in such Calculation Period minus (b) the Strike Rate; and

(ii) on any other Interest Payment Date, (a) 3-month EURIBOR minus (b) the Strike Rate.

The amounts payable by the Cap Counterparty will be calculated over a cap notional amount, which on the First Interest Payment Date is of €587,000,000 (five hundred and eighty-seven million euros), equal to the expected aggregate Principal Amount Outstanding of the Rated Notes as at the Calculation Date immediately preceding the First Interest Payment Date. As the cap notional amount will be agreed from the Closing Date, and it has been defined on the scheduled amortisation of the Rated Notes, the Cap Agreement may not fully mitigate the interest rate risk.

The Cap Agreement shall be in force until the earlier of the following dates: (i) the Interest Payment Date on which the Rated Notes are fully redeemed and (ii) the Interest Payment Date falling in August 2029. Following the full repayment of the Rated Notes, the structure will no longer benefit from the hedging provided by the Cap Agreement.

In addition to the Cap Agreement, the interest rate risk will be mitigated by the existence of the Reserve Account which is funded, on the Closing Date, with the proceeds of the Class E Notes and which takes into account the potential difference between the interest reference rates and reset dates under a number of scenarios. The Reserve Account is not available exclusively to cover shortfalls driven by changes in interest rates, and potential investors should be aware that the existence of the Reserve Account does not ensure that the Issuer's income is sufficient to meet its payment obligations at all times.

See for further details "***Overview of Certain Transaction Documents – Cap Transaction***".

Termination of the Cap *Transaction* may expose the Issuer to interest rate fluctuations or require additional costs in replacing the Cap Agreement

The benefits of the Cap Transaction may not be achieved in the event of the early termination of the Cap Transaction, including termination upon the failure of the Cap Counterparty to perform its obligations thereunder. The Cap Agreement contains certain limited termination events and events of default which will entitle either party to terminate the Cap Transaction. In case of an early termination of the Cap Transaction, unless one or more comparable interest rate cap agreements are entered into, the Issuer may have insufficient funds to make payments under the Notes and this may result in a downgrading of the rating of some or all of the Rated Notes. Any collateral transferred to the Issuer by the Cap Counterparty pursuant to the Cap Transaction and any amount payable by the Issuer to the replacement cap counterparty or by the replacement cap counterparty to the Issuer (as the case may be) in order to enter into a replacement cap agreement to replace or novate the Cap Agreement will generally not be available to the Issuer to make payments to the Noteholders and the Transaction Creditors other than as permitted by the Cap Agreement and the relevant Payment Priorities and will be held in the Collateral Account. In the event of the insolvency of the Cap Counterparty, the Issuer will be treated as a general and unsecured creditor in respect of any claim it has for a termination amount due to it under the Cap Transaction. Consequently, the Issuer will be subject to the credit risk of the Cap Counterparty. The Cap Counterparty (or its guarantor or credit support provider) is required to have certain ratings. Although contractual remedies are provided in the event of a downgrading of the Cap Counterparty, any replacement arrangement with a third-party may not be as favourable as the current Cap Agreement and the Noteholders may therefore be adversely affected. If the Cap Transaction is terminated, the Issuer will be exposed to changes in associated interest rates and, as a result, the Issuer may have insufficient funds to make payments due on the Rated Notes.

Issuer obligations are subject to a predefined priority

The Conditions provide that, after the delivery of an Enforcement Notice, payments will rank in a certain order of priority as set out under the heading "***Transaction Overview – Post-Enforcement Payment Priorities***". In the event the Issuer's obligations are enforced, no amount of interest or principal will be paid in respect of any Class of Notes until all amounts of interest and principal due on any Class of Notes ranking in priority to such Notes (if any) and any other amounts ranking in priority to payments in respect of such Notes have been paid in full. The Issuer may not have sufficient funds to meet all payments.

In addition, pursuant to the Common Representative Appointment Agreement, the Transaction Management Agreement and the Conditions, the claims of certain Transaction Creditors and of Third-Party Expenses' creditors will rank senior to the claims of the Noteholders in accordance with the relevant Payment Priorities. Pursuant to the same terms, and in accordance with the relevant Payment Priorities, the Issuer's liability to tax in relation to this Transaction is always paid first, ahead of any liabilities towards the Common Representative and the Issuer Expenses. If any such amount is significant this may impact payments to be made to Noteholders, by reducing in such amount the monies available to make payments to Noteholders (see the sections headed "***Transaction Overview – Pre-Enforcement Interest Payment Priorities***", "***Transaction Overview – Pre-Enforcement Principal Payment Priorities***" and *"**Transaction Overview – Post-Enforcement Payment Priorities***").

Notes are subject to optional redemption

The Notes may be subject to early redemption at the option of the Issuer, as specified in Condition 7.9 (*Optional Redemption in Whole*), Condition 7.10 (*Optional Redemption in Whole for Taxation Reasons*) and Condition 7.11 (*Optional redemption in Whole for Regulatory Reasons*).

Such early redemption features of the Notes may limit their market value. During any period when the Issuer may redeem the Notes, the market value of the Notes probably will not rise substantially above the price at which the Notes can be redeemed. This may also be true prior to the occurrence of the events allowing the Issuer to exercise such optional redemption. An investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk bearing in mind other investments available at the time.

In addition, if the Notes are early redeemed at the option of the Issuer as specified in Condition 7.9 (*Optional Redemption in Whole*), Condition 7.10 (*Optional Redemption in Whole for Taxation Reasons*) and Condition 7.11 (*Optional redemption in Whole for Regulatory Reasons*), the Class D Notes, the Class E Notes, the VFN and/or the Class X Notes will only be repaid to the extent that the Issuer has sufficient funds available. If the Issuer does not have sufficient funds available to redeem the Class D Notes, the Class E Notes, the VFN and/or the Class X Notes, such Notes shall be extinguished and the holders of such Notes may lose the right to receive, as applicable, interest, the Class X Distribution Amount and all or part of the capital invested.

RISKS RELATING TO THE AVAILABILITY OF FUNDS TO PAY THE NOTES

No recourse over the Transaction Assets until full discharge of the Issuer's liabilities towards the Noteholders and the other Transaction Creditors

The Transaction Assets are covered by the statutory segregation rule provided in Article 62 of the Securitisation Law, which provides that the assets and liabilities (constituting an autonomous estate or *património autónomo*) of the Issuer in respect of each securitisation transaction entered into by the Issuer are completely segregated from any other assets and liabilities of the Issuer. In accordance with the terms of Article 61 of the Securitisation Law, the Notes and the obligations owing to the Transaction Creditors will have the benefit of the segregation principle (*princípio da segregação*) and, accordingly, the Issuer's Obligations are exclusively limited, in accordance with the Securitisation Law and the applicable Transaction Documents, to the Transaction Assets and other creditors of the Issuer do not have any right of recourse over the Transaction Assets until there has been a full discharge of the Issuer's liabilities towards the Noteholders and the other Transaction Creditors.

Therefore, the satisfaction of the Noteholders' and other Transaction Creditors' credit entitlements upon delivery of an Enforcement Notice and the Notes becoming immediately due and payable in accordance with the Post-Enforcement Payment Priorities will depend on the actual access to the Transaction Assets.

As a result, Noteholders should be aware that, as the Transaction Assets are the sole recourse to the Issuer's Obligations, actual access to the Transaction Assets is paramount to the discharge of the Issuer's Obligations and that such access may be affected by the fact that the Receivables Portfolio is serviced by an entity other than Issuer. Nevertheless, further to the Noteholder's and other Transaction Creditor's rights established in the Securitisation Law mentioned above, and under the applicable Transaction Documents, the Issuer will represent that it has not created (and will undertake that it will not create) any Encumbrance (other than the Permitted Encumbrance) over the Transaction Assets and that creditors of the Issuer in respect of other securitisation transactions are similarly bound by non-petition and limited recourse restrictions which would prevent them from having recourse to the Transaction Assets.

Issuer's liability under the Notes

The Notes will be direct limited recourse obligations solely of the Issuer and are not the obligations of, nor are they guaranteed by, any other person mentioned in this Prospectus. In particular, holders of each Note do not have any legal recourse for non-payments or reduced payments against the Originator. None of the Transaction Parties or any other person has assumed any obligation in the event the Issuer fails to make a payment due under any of the Notes. No holder of any Notes will be entitled to proceed directly or indirectly against any of the Transaction Parties (other than indirectly against the Issuer through the Common Representative) under the

Notes. No Transaction Party (other than the Issuer to the extent of the cashflows generated by the Receivables Portfolio and any other amounts paid to the Issuer pursuant to the Transaction Documents) or any other person has assumed any obligation in case the Issuer fails to make a payment due under any of the Notes.

Limited resources of the Issuer to repay interest and principal

The obligations of the Issuer under the Notes are without recourse to any other assets of the Issuer pertaining to other issuances of securitisation notes by the Issuer or to the Issuer's own funds or to the Issuer's directors, officers, employees, managers or shareholders. None of such persons or entities has assumed or will accept any liability whatsoever in respect of any failure by the Issuer to make any payment of any amount due on or in respect of the Notes.

The Issuer will not have any assets available for the purpose of meeting its payment obligations under the Notes other than the Transaction Assets.

There is no assurance that there will be sufficient funds to enable the Issuer to pay interest on any Class of Notes, the Class X Distribution Amount or, on the redemption date of any Class of Notes (whether on the Final Legal Maturity Date, upon acceleration following the delivery of an Enforcement Notice or upon mandatory early redemption as foreseen under the Conditions), to repay principal in respect of such Class of Notes, in whole or in part.

Estimated weighted average lives of the Notes is an estimate that may be influenced by several external factors

The yield to maturity of the Notes will depend on, among other things, the amount and timing of payment of principal (including prepayments, sale proceeds arising from the enforcement of the relevant Receivables Contract and repurchases due to breaches of representations and warranties) on the Receivables and the price paid by the Noteholders, and on the absence of available funds for further purchases of Additional Receivables or the failure or inability of the Originator to generate or offer the Additional Receivables on an Additional Purchase Date. Upon any early payment by the Obligors in respect of the Receivables after the end of the Revolving Period, and upon the anticipated end of the Revolving Period for certain reasons, the principal repayment of the Notes may be earlier than expected and, therefore, the yield on the Notes may be adversely affected by a higher or lower than anticipated rate of prepayment of the Receivables. The funds from such prepayment will become part of the Available Principal Distribution Amount. The risk of prepayment will be transferred to the Noteholders quarterly through the partial redemption of the Notes on each Interest Payment Date, as specified in Conditions 7.2 (*Mandatory Redemption in Part during the Revolving Period*), 7.3 (*Mandatory Redemption in Part after the Revolving Period*), 7.4 (*Mandatory Redemption in Part after a Subordination Event*), 7.5 (*Mandatory Redemption in Part of the Class X Notes and the Class E Notes*) and 7.6 (*Mandatory Redemption in Part of the VFN*).

The average annualised prepayment rate of the auto loans originated by Santander Consumer Portugal is 6.33% (six point thirty three per cent.) as of May 2020. The rate of prepayment of Receivables cannot be predicted and it is influenced by a wide variety of economic and other factors, including prevailing interest rates, the availability of alternative financing, local and regional economic conditions and the ability of banks operating in Portugal to levy prepayment charges on Obligors being legally limited. There is a number of competitors in the Portuguese auto loans market and competition may result in lower interest rates on offer in such market. In the event of lower interest rates, Obligors may seek to repay their Receivables early. As a result, no assurance can be given as to the level of prepayment that the Receivables Portfolio will experience, as to whether the Receivables Portfolio will continue to generate sufficient cashflows and, ultimately, as to whether the Issuer will be able to meet its commitments under the Notes.

In addition, Temporary Moratoria may extend the duration of the Receivables, affecting the estimated weighted average lives of the Notes. In accordance with the Eligibility Criteria, the Initial Receivables included in the Initial Receivables Portfolio and the Additional Receivables to be included in any Additional Receivables Portfolio, as well as any Substitute Receivables, are not and will not be, as applicable, affected by Temporary Moratoria as at the Initial Portfolio Determination Date, the relevant Additional Portfolio Determination Date or at the relevant Substitute Receivables Determination Date, as applicable. However, it cannot be excluded that after the Receivables have been assigned under the Receivables Sale Agreement they may be subject to further Temporary Moratoria, in which case the Originator will (unless the exposure arising out of such Receivables has already been classified as stage 2 or 3 according to IFRS9 at the moment of the application of the moratorium) substitute, repurchase or procure a third-party to repurchase such Receivables from the Issuer on the terms of the Receivables Sale Agreement (see risk factor "***Covid-19 Pandemic and Possible Similar Future Outbreaks***"). Such repurchases may alter the portfolio profile and affect Noteholders' returns on their investment in the Notes. This shall not result in the Originator guaranteeing that the substitution or the repurchase of the affected Receivables will be successfully completed (in accordance with the EBA statement on additional supervisory measures in the COVID-19 pandemic issued by EBA from time to time and particularly on 22 April 2020).

See the section headed "***Estimated Weighted Average Lives of the Notes and Assumptions***".

Monies deposited in the Transaction Accounts will be subject to payment of negative interest rates by the Issuer

The Issuer will have monies deposited in the Transaction Accounts which will bear an interest rate of – 40 bps (minus fourty basis points) per annum. The Issuer is required to pay negative interest to the Accounts Bank from time to time instead of collecting positive interest from the Accounts Bank from time to time, as there is no zero floor on the interest applicable to monies deposited in such accounts. As a result of the foregoing, or if for any other reason the Accounts Bank is not required or able to return to the Issuer the full amounts deposited in the Transaction Accounts when due, the Issuer's ability to meet all its payment obligations may be negatively impacted.

Authorised Investments may not have a return or be unrecoverable and therefore the assets of the Issuer may be adversely affected

Certain interim investments of money standing to the credit of the Payment Account and the Reserve Account may be made. Such investments must comply with the requirements set out, for instance, in accordance with Article 44(3) of the Securitisation Law and Article 3 of the CMVM Regulation No 12/2002, as amended by CMVM Regulation No 4/2020, and have appropriate ratings (as set out in the definition of Authorised Investments) depending on the term of the investment and the term of the investment instrument and shall not consist, either directly or indirectly, of asset-backed securities or credit-linked notes or similar claims resulting from the transfer of credit risk by means of credit derivatives. However, it may be that, irrespective of any such rating, such investments will be irrecoverable due to insolvency of the debtor under the investment or of a financial institution involved or due to the loss of an investment amount during the transfer thereof. Additionally, the return on an investment may not be sufficient to cover fully interest payment obligations due from the investing entity in respect of its corresponding payment obligations. In this case, the Issuer may not be able to meet all its payment obligations. None of the Transaction Parties will be responsible for any such loss or shortfall.

The Notes are not protected by the Deposit Guarantee Fund

Unlike a bank deposit, the Notes are not protected by the Deposit Guarantee Fund (*Fundo de Garantia de Depósitos* or "**FGD**") or any other government savings or deposit protection scheme, because the Notes do not constitute deposits and the Issuer, being a securitisation company, is not a credit institution and, therefore, is not covered by the rules applicable to the FGD. As a result, the FGD will not pay compensation to an investor in the Notes upon any payment failure of the Issuer. If the Issuer goes out of business or becomes insolvent, the

Noteholders may lose all or part of their investment in the Notes.

RISKS RELATING TO THE TRANSACTION PARTIES AND THE TRANSACTION

COVID-19 pandemic and possible similar future outbreaks

Different regions of the world have, from time to time, experienced virus outbreaks. A widespread global pandemic of the severe acute respiratory syndrome coronavirus 2 (commonly known as SARS-CoV-2) and of the infectious disease COVID-19, caused by the virus, is currently taking place. Given that this virus and the conditions it causes are relatively new, a vaccine and effective cure is yet to be developed.

Although COVID-19 is still spreading and the final implications of this pandemic are difficult to estimate at this stage, it is clear that it will have significant consequences and will affect the lives of a large portion of the global population. As such, the Originator and Servicer may be adversely affected by the wider macroeconomic effects of the ongoing COVID-19 pandemic and any possible future outbreaks, seeing as it is very likely that this pandemic will have a substantial negative effect on Portugal and the Portuguese market.

The pandemic has led to the state of emergency being declared in various countries, including Portugal (from 19 March 2020 until 2 May 2020), as well as the imposition of travel restrictions, including the closure of land borders between Portugal and Spain and the restriction of flights to and from the European Union, the establishment of quarantines and the temporary shutdown of various institutions and companies, including the adoption by Santander Consumer Portugal and by other credit institutions and companies in Portugal of an unprecedented measure, namely that of having all, or the vast majority, of its employees working remotely.

According to the latest projections concerning the Portuguese economy made available by International Monetary Fund ("**IMF**") in the World Economic Outlook of April 2020, the IMF expects a contraction of the Portuguese GDP by 8% in 2020, followed by a growth of 5% in 2021, with a projected negative inflation rate of -0.2% in 2020, reaching a positive value of 1.6% already in 2021, and with the unemployment rate expected to reach 13.9% by the end of this year, decreasing to 8.7% in 2021. In turn, the Bank of Portugal, under the Economic Bulletin of June 2020, projects a decrease of 9.5% in GDP in 2020, followed by a growth of 5.2% in 2021, with the inflation rate expected to remain positive at 0.1% in 2020 and 0.8% in 2021, and with an expected unemployment rate of 10.1% in 2020 and 8.9% in 2021. The European Commission's latest forecast projects a decrease of the Portuguese GDP of 9.8% in 2020, with no inflation, and an increase of 6.0% in 2021, with an inflation of 1.2%.

Therefore, the ongoing COVID-19 pandemic and any potential future outbreaks of other viruses may have a significant adverse effect on the Originator and on the collection of the Receivables.

Firstly, the spread of such diseases amongst Santander Consumer Portugal's employees, or any quarantines affecting Santander Consumer Portugal's employees or facilities, may reduce Santander Consumer Portugal personnel's ability to carry out their work, thus affecting Santander Consumer Portugal's operations.

Secondly, any quarantines or spread of viruses may affect clients' capacity to carry out their business operations, which may consequently adversely affect the Originator's own capacity to carry out its business as normal and its ability to generate new loans.

Thirdly, the ongoing COVID-19 pandemic and any potential future outbreaks may also have an adverse effect on Santander Consumer Portugal's counterparties and/or clients, including the Obligors, resulting in additional risks in the performance of the obligations assumed by them before Santander Consumer Portugal, including payment obligations in relation to the Receivables Portfolio, as and when the same fall due, and ultimately exposing Santander Consumer Portugal to an increased number of insolvencies among its counterparties and/or clients, including Obligors.

Fourthly, as a consequence of the materialisation of such adverse effects, namely, those over the Originator's ability to generate new loans and Santander Consumer Portugal's clients' to perform the obligations assumed by them before Santander Consumer Portugal, the ongoing COVID-19 pandemic and any potential future outbreaks may also hinder or limit the purchase of Additional Receivables by the Issuer from the Originator during the Revolving Period.

As a response to these exceptional circumstances and the wide effects thereof, on 26 March 2020, the Portuguese Government approved Decree-Law no. 10-J/2020 which establishes a temporary legal moratorium on certain financing agreements with a view to protect the liquidity of companies and families (as amended from time to time, the "**Temporary Legal Moratorium**"). This regime entered into force on 27 March 2020 and, following the approval of Decree-Law no. 26/2020 on 16 June 2020, will remain in force until 31 March 2021 and includes a suspension, during the period of the measure, in relation to credits with partial instalments or other cash amounts payable, of payments of principal, rents and interest in such period and an automatic extension of the respective contractual payment plan for a period equal to the suspension period.

In addition, on 10 April 2020, the Portuguese Association of Specialized Credit Institutions (*Associação de Instituições de Crédito Especializado* (ASFAC)) approved a payment holiday (available on the website of ASFAC: https://www.asfac.pt/comunicado/12/moratoria_privada_da_asfac) to which Santander Consumer Portugal has adhered and which is in force until 30 September 2020 and includes the suspension, during the period of the measure (or an inferior period, if the obligor so requests), in relation to credits with partial instalments or other cash amounts payable, of payments of principal and/or interest in such period (the "**ASFAC Private Moratorium**" and together with the Temporary Legal Moratorium and/or any additional and similar moratoria or payment holidays approved by law or granted by the Servicer on its own initiative to tackle the pandemic caused by coronavirus SARS-CoV-2 and COVID-19, as applicable, the "**Temporary Moratoria**").

For more information on the scope of beneficiaries included under the Temporary Legal Moratorium and the ASFAC Private Moratorium please refer to "***Temporary legal measures to tackle the pandemic caused by coronavirus SARS-CoV-2 and COVID-19***" included in the section headed "***Selected aspects of laws of the Portuguese Republic relevant to the Receivables and the transfer of the Receivables***".

Such extensions, together with additional measures taken from time to time by the Portuguese Government or adopted by Santander Consumer Portugal at its own initiative to address this situation, notably those relating to moratoria or payment holidays in respect of loans granted to individuals and companies permitting borrowers to postpone regular payments under their loans for certain periods, to the extent applicable, may generally affect the capacity of Santander Consumer Portugal to carry out its business as normal.

In accordance with the Eligibility Criteria, the Initial Receivables included in the Initial Receivables Portfolio and the Additional Receivables to be included in any Additional Receivables Portfolio, as well as any Substitute Receivables, are not and will not be, as applicable, affected by Temporary Moratoria as at the Initial Portfolio Determination Date, the relevant Additional Portfolio Determination Date or at the relevant Substitute Receivables Determination Date, as applicable. However, it cannot be excluded that after the Receivables have been assigned under the Receivables Sale Agreement they may be subject to further Temporary Moratoria, in which case the Originator will (unless the exposure arising out of such Receivable has already been classified as stage 2 or 3 according to IFRS9 at the moment of the application of the moratorium) substitute, repurchase or procure a third-party to repurchase such Receivables from the Issuer on the terms of the Receivables Sale Agreement. Notwithstanding, it is not possible at this stage to anticipate all specific measures that will be implemented to curb the effects of the COVID-19 pandemic and to assess the corresponding impact. The abovementioned shall not result in the Originator guaranteeing that the substitution or the repurchase of the affected Receivables will be successfully completed (in accordance with the EBA statement on additional supervisory measures in the COVID-19 pandemic issued by EBA from time to time and particularly on 22 April

2020).

In light of the above, the ongoing COVID-19 pandemic may affect the Originator and Servicer's ability to comply with its obligations under the Transaction Documents and/or the Obligors' ability to make payments when due under the Receivables, which may negatively impact the Issuer's ability to make payments under the Notes.

Commingling risk and payment interruption risk due to a default of the Servicer

The Servicer will procure that all amounts received from Obligors in respect of the Receivables are paid into the Proceeds Account, which will be operated by the Servicer in accordance with the terms of the Receivables Servicing Agreement. The Servicer will direct the Proceeds Account Bank to transfer to the Payment Account, on a monthly basis, the amount of all Collections credited to the Proceeds Account during the previous month. The Proceeds Account is not a dedicated account for the Collections and will include other amounts unrelated with the Receivables Portfolio.

In case of default by the Servicer of its services relating to the servicing and collection of the Receivables or to the operation of the Proceeds Account, in particular, with respect to the transfer of the Collections to the Payment Account (for further information on the services to be provided by the Servicer and Servicer's duties please refer to "***Servicing and Collection of Receivables***" and "***Servicer's Duties***" as set out in the section headed "***Overview of certain Transaction Documents – Receivables Servicing Agreement***"), there may be an operational risk that Collections may temporarily be, from an operational point of view, commingled with other monies within the insolvency estate of the Servicer and it cannot be excluded that cash transfers to the Payment Account and the Reserve Account may be interrupted immediately thereafter while alternative payment arrangements are made, the effect of which could be a short-term lack of liquidity that may lead to an interruption of payments to the Noteholders.

The commingling risk and the payment interruption risk due to a default of the Servicer will be mitigated by the existence of a Commingling Reserve Ledger pertaining to the Reserve Account, which shall be funded through an increase in the Principal Amount Outstanding and the nominal value of the VFN in case a Commingling Reserve Trigger Event occurs. However, in the event the commingling risk or the payment interruption risk due to a default of the Servicer materializes prior to the occurrence of a Commingling Reserve Trigger Event, there may not be sufficient funds available in the Reserve Account and recorded in the Commingling Reserve Ledger to mitigate the impact of such risk.

Counterparty and rating trigger risk

The Issuer faces the possibility that a counterparty will be unable to honour its contractual obligations to it. The counterparties may default on their obligations to the Issuer due to insolvency, lack of liquidity, operational failure or other reasons. For example, the Transaction Manager will provide calculation and management services under the Transaction Management Agreement and the Paying Agent and the Agent Bank will provide payment and calculation services in connection with the Notes. In the event that any of these counterparties fails to perform its obligations under the respective agreements to which it is a party (including any failure arising from circumstances beyond their control, such as epidemics or pandemics), or the creditworthiness of these third parties deteriorates, the Noteholders may be adversely affected.

While certain Transaction Documents provide for rating triggers to address the insolvency risk of counterparties, such rating triggers may be ineffective in certain situations. Rating triggers may require counterparties, *inter alia*, to arrange for a new counterparty to become a party to the relevant Transaction Document upon a rating downgrade or withdrawal of the original counterparty. It may, however, occur that a counterparty having a requisite rating becomes insolvent before a rating downgrade or withdrawal occurs or that insolvency occurs immediately upon such rating downgrade or withdrawal or that the relevant counterparty does not have sufficient liquidity for implementing the measures required upon a rating downgrade or withdrawal.

Reliance on performance by Servicer and Servicer insolvency

The Issuer has engaged the Servicer to administer the Receivables Portfolio and has appointed the Back-Up Servicer Facilitator (as defined below) to, *inter alia*, assist in the selection of a successor servicer to administer the Receivables Portfolio upon the Servicer ceasing to do so pursuant to the Receivables Servicing Agreement. While the Servicer is under contract to perform certain services under the Receivables Servicing Agreement, there can be no assurance that it will be willing or able to perform such services in the future.

Under the Portuguese Securitisation law, in the event the Servicer becomes insolvent, all the amounts which the Servicer (but not the Proceeds Account Bank, Accounts Bank or any other Transaction Party) may then hold in respect of the Receivables assigned by the Originator to the Issuer will not form part of the Servicer's insolvency estate and the replacement of Servicer provisions in the Receivables Servicing Agreement will then apply.

For further information, please refer to the section headed "*Overview of certain Transaction Documents – Receivables Servicing Agreement*".

Servicer substitution

Santander Consumer Finance, S.A. ("**Santander Consumer Finance**") will act as a back-up servicer facilitator, applying its best endeavours to assist the Issuer, upon receipt of a Servicer Event Notice or a Servicer Resignation Notice, in the selection of a successor servicer satisfying the requirements provided under the Receivables Servicing Agreement and willing to assume the duties of a successor servicer under similar terms to the Receivables Servicing Agreement in the event that a Servicer Termination Notice or Servicer Resignation Notice is delivered, as applicable, and providing other services as foreseen under the Receivables Servicing Agreement (a "**Back-Up Servicer Facilitator**").

A successor servicer is appointed by the Issuer with effect from the Servicer Termination Date or the Servicer Resignation Date, by the entry of the successor servicer, the Originator and the Issuer into a replacement servicing agreement in accordance with the conditions set out the Receivables Servicing Agreement and in similar terms to the Receivables Servicing Agreement. The successor servicer shall, *inter alia*, have significant experience in the servicing of loans similar to those included in the Receivables Portfolio and shall have well documented and adequate policies, procedures and risk management controls relating to such servicing and shall be fully licensed and legally qualified to undertake to provide such services. The appointment of a successor servicer may not result in the downgrade of the ratings of the Rated Notes and it is subject to the prior approval of the CMVM.

The ability of the successor servicer to fully perform its duties (including duties in relation to any Defaulted Receivables) would depend on the information and records available to it and it is possible that there could be an interruption in the administration of the Receivables during the course of the Servicer substitution (for instance, due to the need to retrieve from the Servicer the documents evidencing the Receivables, which may cause losses or delays in payments on the Notes). There is no guarantee that a successor servicer could be found who would be willing to manage the Receivables on the terms of the Receivables Servicing Agreement. Any delays or other adverse effects caused by Servicer substitutions (for example, delays in delivery of the documentation evidencing the Receivables to the substitute servicer) may negatively impact the ability of Noteholders to receive timely payments and may result in losses in respect of the Noteholders.

For further information, please refer to the section headed "*Overview of certain Transaction Documents – Receivables Servicing Agreement*".

No certainty on the substitution of the Transaction Manager

In the event of the termination of the appointment of the Transaction Manager by consent between the parties to the Transaction Management Agreement or due to the delivery of a Transaction Manager Event Notice it will be necessary for the Issuer to appoint a substitute transaction manager. The appointment of the substitute transaction manager is subject to the condition that, *inter alia*, such substitute transaction manager is capable of administering the Transaction Accounts of the Issuer. The appointment of any successor transaction manager shall be previously notified to the Rating Agencies.

There is no certainty that it would be possible to find a substitute or a substitute of satisfactory standing and experience, who would be willing to act as transaction manager under the terms of the Transaction Management Agreement.

In order to appoint a substitute transaction manager, it may be necessary to pay higher fees than those paid to the Transaction Manager and depending on the level of fees payable to any substitute, the payment of such fees could potentially adversely affect the ratings of some or all of the Rated Notes.

All Noteholders to be bound by the provisions on Meetings of Noteholders and by decisions of the Common Representative

The Conditions contain provisions for calling Meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not attend and vote at the relevant Meeting and Noteholders who voted in a manner contrary to the majority. The Conditions also provide that the Common Representative may, without the consent of Noteholders or any other Transaction Creditors, agree to certain modifications of, or to the waiver or authorisation of a breach or proposed breach of, provisions of the applicable Transaction Documents or the Notes which, in the opinion of the Common Representative, will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes then outstanding and any of the Transaction Creditors or agree to certain modifications of provisions of the applicable Transaction Documents or the Notes which are of a formal, minor, administrative or technical nature or is made to correct a manifest error or an error which is, to the satisfaction of the Common Representative, proven, or is necessary or desirable for the purposes of clarification.

Common Representative's rights may be limited under the Transaction Documents

The Common Representative has entered into the Common Representative Appointment Agreement, *inter alia*, to exercise, following the occurrence of an Event of Default, certain rights on behalf of the Issuer and the Transaction Creditors (other than itself) in accordance with the terms of the Transaction Documents for the benefit of the Noteholders and the Transaction Creditors (other than itself) and to give certain directions and make certain requests in accordance with the terms and subject to the conditions of the Transaction Documents, the Securitisation Law and the Portuguese Companies Code.

The Common Representative will not be granted the benefit of any contractual rights or any representations, warranties or covenants by the Originator or the Servicer under the Receivables Sale Agreement or the Receivables Servicing Agreement but will acquire the benefit of such rights from the Issuer through the Co-ordination Agreement.

Accordingly, although the Common Representative may give certain directions and make certain requests to the Originator and the Servicer on behalf of the Issuer under the terms of the Receivables Sale Agreement and the Receivables Servicing Agreement, the exercise of any action by the Originator and the Servicer, in response to any such directions and requests, will be made, respectively, to and with the Issuer only and not with the Common Representative. Therefore, if an Event of Default or an Insolvency Event has occurred in relation to the Issuer, the Common Representative may not be able to circumvent the involvement of the Issuer in the Transaction by, for example, pursuing actions directly against the Originator or the Servicer under the

Receivables Sale Agreement or the Receivables Servicing Agreement. Although the Notes have the benefit of the segregation provided by the Securitisation Law, the above may impair the ability of the Noteholders and the Transaction Creditors to be repaid in regard of amounts due to them in respect of the Notes and under the Transaction Documents.

MARKET RISKS

Ratings are not recommendations and ratings may be lowered, withdrawn or qualified

Except for the Accounts Bank and the Cap Counterparty, the Transaction Parties have no obligation under the Notes or the Transaction Documents to maintain any rating themselves or of some or all of the Rated Notes. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation. Each securities rating should be evaluated independently of any other securities rating. In the event the ratings initially assigned to the Rated Notes are subsequently lowered, withdrawn or qualified for any reason, no person will be obliged to provide any credit facilities or credit enhancement to the Issuer for the original ratings to be restored. Any such lowering, withdrawal or qualification of a rating may have an adverse effect on the liquidity and market price of some or all of the Rated Notes.

The ratings take into consideration the characteristics of the Receivables and the structural, legal and tax aspects associated with the Rated Notes. However, the ratings assigned to the Rated Notes do not represent any assessment of the likelihood or rate of principal prepayments. The ratings do not address the possibility that the holders of any of the Rated Notes might suffer a lower than expected yield due to prepayments. In addition, the negative economic impact which may be caused by events certain meteorological conditions, natural disasters, fires or widespread health crises or the fear of such crises (such as Covid-19, in relation to which see the risk factor entitled "***COVID-19 Pandemic and Possible Similar Future Outbreaks***" below) may result in downgrades to the ratings assigned to some or all of the Rated Notes.

The Rating Agencies' ratings address only the credit risks associated with the Transaction. Other non-credit risks have not been addressed but may have a significant effect on yield to investors.

Additionally, the CRA Regulation has introduced a requirement that where an issuer or related third parties (which term includes, among others, sponsors, servicers and originators) intends to solicit a credit rating of a structured finance instrument it will appoint at least two credit rating agencies to provide ratings independently of each other; and should consider appointing at least one credit rating agencies having not more than a 10% (ten per cent.) total market share (as measured in accordance with Article 8d(3) of the CRA Regulation, provided that a small credit rating agency is capable of rating the relevant issuance or entity. In order to give effect to those provisions, the ESMA is required to annually publish a list of registered credit rating agencies, their total market share, and the types of credit rating they issue. Notwithstanding the aforementioned, each of the Rating Agencies have more than a 10% (ten per cent.) total market share and the Issuer has not requested a rating of any of the Rated Notes by any rating agency other than the Rating Agencies. There can be no assurance, however, as to whether any other rating agency will rate any of the Rated Notes or, if it does, what rating would be assigned by such other rating agency. The rating assigned by such other rating agency to the relevant Rated Notes could be lower than the respective ratings assigned by the Rating Agencies.

Absence of a secondary market

There is currently no developed market for the Notes and there can be no assurance that a secondary market for the Notes will develop or, if it does develop, that it will provide the Noteholders with liquidity of investment or that it will continue for the entire life of the Notes. Consequently, any purchaser of the Notes must be prepared to hold the Notes until final redemption thereof. The market price of the Notes could be subject to fluctuation in response to, among other things, variations in the value of the Receivables, the market for similar securities, prevailing interest rates, changes in regulation and general market and economic conditions. Noteholders should also be aware of the prevailing and widely reported global credit market conditions and the general lack of liquidity in the secondary market for instruments similar to the Notes. Additionally, since the United Kingdom referendum which occurred on 23 June 2016, where the United Kingdom voted to leave the European Union, there has been increased volatility and disruption of the capital, currency and credit markets, including the market for securities similar to the Notes. In addition to this, the circumstances created by the COVID-19 pandemic have led to volatility in the capital markets and may lead to volatility in or disruption of the credit markets at any time.

Potential investors should be aware that these prevailing market conditions affecting securities similar to the Notes could lead to reductions in the market value and/or a severe lack of liquidity in the secondary market for instruments similar to the Notes. Such falls in market value and/or lack of liquidity may result in investors suffering losses on the Notes in secondary resales even if there is no decline in the performance of the securitised portfolio. The Issuer cannot predict when these circumstances will change and whether, if and when they do change, there would be an increase in the market value and/or there will be a more liquid market for the Notes and instruments similar to the Notes at that time.

Risks related to benchmarks

Reference rates and indices, including interest rate benchmarks, such as the London Interbank Offered Rate ("**LIBOR**") and EURIBOR, are the subject of ongoing political and regulatory discussions and to proposals for reform. Some reforms have already been implemented with further changes being anticipated. These reforms may cause such benchmarks to perform differently than in the past or to disappear entirely, and they may also have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any of the Notes linked to or referencing such a benchmark.

Interest payable under the Rated Notes are calculated by reference to EURIBOR which is provided by the European Money Markets Institute ("**EMMI**"). EMMI is in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation. Among other things, the Benchmarks Regulation (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or be otherwise recognised or endorsed), and (ii) prevents certain uses by EU supervised entities of benchmarks administrators that are not authorised or registered (or, if non-EU-based, not deemed equivalent or otherwise recognised or endorsed). The Benchmarks Regulation could have a material impact on any Notes linked to LIBOR, EURIBOR or any other benchmark rate or index, in particular, if the methodology or other terms of the relevant benchmark are changed in order to comply with the terms of the Benchmarks Regulation, and such changes could (among other things) have the effect of reducing or increasing the rate or level or of affecting the volatility of the published rate or level of the benchmark.

More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of benchmarks could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have any of the following effects on certain benchmarks: (i) discourage market participants from continuing to administer or to contribute to such benchmark; (ii) trigger changes in the rules or methodologies used in the benchmarks; (iii) lead to the disappearance of the benchmark.

Separate workstreams are underway in Europe to reform EURIBOR using a hybrid methodology and to provide fallback provisions by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate). EMMI is developing a hybrid methodology for EURIBOR. In October 2019, it published for the first time the Euro Overnight Index Average ("**EONIA**") under reformed determination methodology. EONIA's methodology directly tracks the €STR.

Reforms such as EMMI's changed methodology and other pressures may cause one or more interest rate benchmarks to disappear entirely, or to perform differently than they have in the past (as a result of a change in methodology or otherwise), to create disincentives for market participants to continue to administer or participate in certain benchmarks or to have other consequences which cannot be predicted. The potential elimination of benchmarks, such as LIBOR or EURIBOR, the establishment of alternative reference rates or changes in the manner of administration of a benchmark could also require adjustments to the terms of benchmark-linked securities and may result in other consequences, such as interest payments that are lower than, or that do not otherwise correlate over time with, the payments that would have been made on those securities if the relevant benchmark was available in its current form.

Based on the foregoing, prospective investors should in particular be aware that:

(i) any of these reforms or pressures described above or any other changes to a relevant interest rate benchmark (including EURIBOR) could affect the level of the published rate, including causing it to be lower and/or more volatile than it would otherwise be;

(ii) the elimination of LIBOR or EURIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Conditions, or result in adverse consequences to holders of any Notes linked to such benchmark. Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Notes, the return on the Notes and the trading market for securities (including the Notes) based on the same benchmark; and

(iii) if EURIBOR or any other relevant interest rate benchmark is discontinued or is otherwise unavailable, then the rate of interest on the Notes will be determined for a period by the relevant fallback provisions, although such provisions, being dependent in part upon the provision by reference banks of offered quotations for leading banks (in the Eurozone interbank market in the case of EURIBOR), may not operate as intended (depending on market circumstances and the availability of rates information at the relevant time).

In light of the above, the Conditions provide that the Common Representative shall be obliged to concur with the Issuer, under certain conditions and without consulting with the Noteholders or any other Transaction Creditors, to amend EURIBOR as the base rate (see Condition 14.2 (*Additional Right of Modification*), paragraph g) in the section headed "***Terms and Conditions of the Notes***").

Moreover, any of the above matters or any other significant change to the setting or existence of EURIBOR or any other relevant interest rate benchmark could affect the ability of the Issuer to meet its obligations under the Notes and/or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes. Changes in the manner of administration of EURIBOR or any other relevant interest rate benchmark could result in adjustment to the Conditions, early redemption, discretionary valuation by the calculation agent, delisting or other consequences in relation to the Notes. No assurance may be provided that relevant changes will not occur with respect to EURIBOR or any other relevant interest rate benchmark and/or that such benchmarks will continue to exist. Investors should consider these matters, consult their own independent advisers and make their own assessment about the potential risks when making their investment decision with respect to the Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in Euro. This presents certain risks relating to currency conversions if an investor’s financial activities are denominated principally in a currency or currency unit other than Euro (the “**Investor’s Currency**”). These include the risk that exchange rates may significantly change (including changes due to devaluation of the Euro or revaluation of the Investor’s Currency) and the risk that authorities with jurisdiction over the Euro or the Investor’s Currency may impose or modify exchange controls. An appreciation in the value of the Investor’s Currency relative to the Euro would decrease (1) the Investor’s Currency equivalent yield on the Notes, (2) the Investor’s Currency equivalent value of the principal payable on the Notes and (3) the Investor’s Currency equivalent market value of the Notes. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

LEGAL AND REGULATORY RISKS IN RESPECT OF THE NOTES AND OTHERS

Uncertainty as to STS designation being achieved for this Transaction

The Securitisation Regulation makes provision for a securitisation transaction to be designated a simple, transparent and standardised transaction ("**STS Securitisation**"). In order to obtain this designation, a transaction is required to comply with the requirements set out in Articles 19 to 22 of the Securitisation Regulation ("**STS Criteria**”) during its entire life. One of the originator or sponsor in relation to such transaction is required to file an STS Notification to ESMA on the transaction’s closing date. The originator or the sponsor must notify ESMA and the competent authority should the transaction cease to meet the STS Criteria at any point during its life.

The Notes are intended to be designated as STS Securitisation, but there is no certainty that such designation will be achieved, and the Originator will be responsible for filing the STS Notification with ESMA. Prospective investors are themselves responsible for monitoring and assessing changes to the EU risk retention rules and their regulatory capital requirements. 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 Securitisation Regulation remains with the relevant institutional investors, the Originator and the Issuer, as applicable in each case. The STS Verification will not absolve such entities from making their own assessment and assessments with respect to the Securitisation Regulation, and the STS Assessment cannot be relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities. Furthermore, STS Assessment is not an opinion on the creditworthiness of the relevant Notes or on the level of risk associated with an investment in the relevant Notes. It is not an indication of the suitability of the relevant Notes for any investor and/or a recommendation to buy, sell or hold Notes. Institutional investors that are subject to the due diligence requirements of the Securitisation Regulation need to make their own independent assessment and may not rely solely on STS Assessment, the STS Notification or other disclosed information. None of the Issuer, the Arranger, the Lead Manager, or any other party to the Transaction Documents (other than the Originator) makes any representation or accepts any liability for the Securitisation to qualify as an STS Securitisation under the Securitisation Regulation at any point in time.

Non-compliance with the status of STS Securitisation may result in the loss of benefits in regulatory treatment of STS Securitisations under various EU regimes (in relation to which see the risk factor entitled “***Regulatory capital framework may affect risk weighting of the Notes for the Noteholders”*** below), in higher capital requirements for investors, as well as in various administrative sanctions and/or remedial measures being imposed on the Issuer or the Originator. Any of such administrative sanctions and/or remedial measures may affect the ability of the Issuer to fulfil its payment obligations under the Notes.

Eligibility of the Notes for Eurosystem Monetary Policy

Only the Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Class A Notes will be integrated in a centralised system (*sistema centralizado*) and settled through the

Portuguese securities settlement system operated by Interbolsa, in its capacity as central securities depositary and does not necessarily mean that the Class A Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem ("**Eurosystem Eligible Collateral**") either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria as specified by the ECB. If the Class A Notes do not satisfy the criteria specified by the ECB, there is a risk that the Class A Notes will not be Eurosystem Eligible Collateral. The Issuer gives no representation, warranty, confirmation or guarantee to any investor in the Class A Notes that the Class A Notes will, either upon issue, or at any or all times during their life, satisfy all or any requirements for Eurosystem eligibility and be recognised as Eurosystem Eligible Collateral. Any potential investors in the Class A Notes should make their own determinations and seek their own advice with respect to whether or not the Class A Notes constitute Eurosystem Eligible Collateral.

Regulatory capital framework may affect risk weighting of the Notes for the Noteholders

The Basel Committee has approved significant changes to the Basel II framework (such changes being commonly referred to as Basel III), including new capital and liquidity requirements intended to reinforce capital standards (with heightened requirements for global systematically important banks) and to establish a leverage ratio "backstop" for financial institution and certain minimum liquidity standards for credit institutions. In particular, the changes refer to, among other things, new requirements for the capital base, measures to strengthen the capital requirements for counterparty credit exposures and the introduction of a leverage ratio as well as short-term and longer-term standards for funding liquidity.

The Basel III framework as implemented in the EU through Directive 2013/36/EU, also known as the "**Capital Requirements Directive**" or "**CRD IV**", and Regulation (EU) No 575/2013, also known as the "**Capital Requirements Regulation**" or "**CRR**", provides for a substantial strengthening of existing prudential rules relating to liquidity and funding. These rules have been further strengthened by Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending the Capital Requirements Regulation as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements ("**CRR II**") and by Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending the CRD IV as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures ("**CRD V**"). The CRR II and the CRD V introduce a new market risk framework, revisions to the large exposures' regime and a net stable funding ratio. The net stable funding ratio is intended to ensure that institutions are not overly reliant on short-term funding. CRR II amends CRR and is directly applicable in all EU Member States, and its application is staggered in accordance with Article 3 of the CRR II from 27 June 2019 to 28 June 2023. CRD V amends CRD IV and requires national transposition of the majority of its provisions by 28 December 2020.

In December 2017, the Basel Committee published a package of proposals to update Basel III (referred to as Basel IV). Basel IV proposes to amend the way in which institutions approach the calculation of their risk-weighted assets as well as setting regulatory capital floors. The Basel Committee currently proposes a nine-year implementation timetable for Basel IV. As implementation of any changes to the Basel framework requires national legislation, the final rules and the timetable for its implementation in each jurisdiction, as well as the treatment of asset-backed securities, may be subject to some level of national variation. It should also be noted that changes to regulatory capital requirements have been made for insurance and reinsurance undertakings through participation jurisdiction initiatives, such as Commission Delegated Regulation (EU) 2015/35, of 10 October 2014 ("**Solvency II Implementing Rules**") framework in Europe. The changes under Basel III and Basel IV as described above may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the relevant framework and, as a result, may affect the liquidity and/or value of the Notes. In general, investors should consult their own advisers as to the regulatory capital requirements in respect of the Notes and as to the consequences to and effect on them of any changes to the Basel framework (including the changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

The STS Securitisation designation (in relation to which see the risk factor entitled "***Uncertainty as to STS designation being achieved for this Transaction***") impacts on the potential ability of the Notes to achieve better or more flexible regulatory treatment under various EU regimes that were amended (or will be amended in due course) to take into account the STS framework, such as:

(i) the substitution under Commission Delegated Regulation (EU) 2018/1221 of 1 June 2018 (already in force though subject to transitional arrangements) of the general provisions on the type 1 securitisation under Solvency II Implementing Rules, with reference now being made to the relevant provisions on STS Securitisation laid down in the Securitisation Regulation;

(ii) the amendments to regulatory capital treatment under the securitisation framework of the Capital Requirements Regulation, as amended by Regulation (EU) 2017/2401 of the European Parliament and of the Council of 12 December 2017 amending Regulation (EU) No 575/2013 on prudential requirements for credit institutions and investment firms ("**CRR Amendment Regulation"**) to adequately reflect the specific features of STS Securitisations and already in force;

(iii) the recharacterisation of the type 2B securitisation under Commission Delegated Regulation (EU) 2015/61 of 10 October 2014, as amended, notably by Commission Delegated Regulation (EU) 2018/1620 of 13 July 2018, which will apply from 20 April 2020 (the "**LCR Regulation**") to reflect the STS designation; and

(iv) the forthcoming changes (which are yet to be finalised) to Regulation (EU) 648/2012 of the European Parliament and of the Council of 4 July 2012, as amended ("**EMIR**"), that will address certain exemptions for STS Securitisation caps.

Prospective investors should therefore make themselves aware of the changes and requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. The matters described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

Impact of the legal framework for recovery and resolution of credit institutions on the Notes

In May 2014, the EU Council and the EU Parliament approved a Directive establishing a framework for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU of the European Parliament and of the Council, of 15 May 2014, establishing a framework for the recovery and resolution of credit institutions and investment firms, the "**BRRD**"). The aim of the BRRD is to equip national authorities with harmonised tools and powers to tackle crises at banks and certain investment firms at the earliest possible moment and to minimise costs for taxpayers. The tools and powers include:

(a) preparatory and preventive measures (including the requirement for banks to have recovery and resolution plans);

(b) early supervisory intervention (including powers for authorities to take early action to address emerging problems); and

(c) resolution tools, which are intended to ensure the continuity of essential services and to manage the failure of a credit institution in an orderly way.

The BRRD was implemented in Portugal by a number of legislative acts, including Law no. 23-A/2015, of 26 March, which have amended the Portuguese Legal Framework of Credit Institutions and Financial Companies enacted by Decree-Law no. 298/92, of 31 December (as amended, hereinafter "**RGICSF**"), including the requirements for the application of preventive measures, supervisory intervention and resolution tools to credit institutions and investment firms in Portugal. The Issuer cannot anticipate the impact of such regime on the Notes even though the Issuer is not subject to it.

Credit institutions, branches of credit institutions outside the EU, and investment firms, such as all the Transaction Parties other than the Issuer, are subject to the BBRD regime as implemented in the relevant EU Member States and if one or more of the above-mentioned actions under the BRRD is taken in respect of any Transaction Party (other than the Issuer), this may impact the performance of their respective obligations under the relevant contracts.

Following the publication of Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019, amending the BRRD ("**BRRD2**"), credit institutions will be subject to more burdensome capital and other legal requirements, as they become applicable. Any difficulty or failure to comply with such requirements may have a material adverse effect on the Notes.

Prospective investors should make themselves aware of the current recovery and resolution framework, in addition to any other applicable regulatory requirements with respect to any investment in the Notes, and be alert to any changes which may occur in the future. Prospective investors should independently assess the impact of the recovery and resolution framework on any investment in the Notes. No predictions can be made as to the precise effects the framework may have on any investment on the Notes.

Noteholders to verify matters required by Article 5(1) of the Securitisation Regulation

The Securitisation Regulation requires that, prior to holding a securitisation position, EU institutional investors are required to verify the matters required by Article 5(1) of the Securitisation Regulation and to conduct a due diligence assessment in accordance with Article 5(3). The matters required by Article 5(1) include, among others, compliance with the EU Retained Interest under Article 6 of the Securitisation Regulation and disclosure of the information required by Article 7 of the Securitisation Regulation in accordance with the frequency and modalities provided for in that Article. The due diligence assessment required by Article 5(3) includes an assessment of the compliance of the securitisation with the STS Criteria.

None of the Issuer, Santander Consumer Portugal (in any capacity), the Arranger or the Lead Manager provide any assurance that the information provided in this Prospectus, or any other information that will be provided to investors in relation to the Notes (including without limitation any investor report or loan-level data that is published in relation to the Notes) is sufficient for the satisfaction by any investor of the requirements in Article 5 of the Securitisation Regulation as they apply to that investor. However, the Designated Reporting Entity has confirmed it will comply with Article 7 of the Securitisation Regulation (as to which, see the section of this Prospectus headed "***Regulatory Disclosures*** "). Investors should note that the requirements of Article 5 of the Securitisation Regulation apply in addition to any other applicable regulatory requirements applying to such investor in relation to an investment in the Notes.

While the Securitisation Regulation came into force on 1 January 2019, not all of the proposed technical guidance in relation to certain provisions of the Securitisation Regulation have, as at the Closing Date, been finalised. Notably, guidance in relation to certain elements of compliance with the simple, transparent and standardised securitisation and technical guidance in relation to the manner in which reporting should be carried out in relation to a securitisation are yet to be finalised. The timing for finalisation of these pieces of guidance by the relevant authorities remains unclear. As such, there is a degree of uncertainty around the manner in which compliance with certain elements of the new regulations will be achieved.

With regards to the EU Retained Interest, Article 6 of the Securitisation Regulation amends the manner in which the retention requirements apply by imposing a direct obligation of compliance with the risk retention requirements on EU originators, sponsors or original lenders.

With regards to the transparency requirements set out in Article 7 of the Securitisation Regulation, the relevant regulatory and implementing technical standards, including the standardised templates to be developed by ESMA which set out the form in which the relevant reporting entity is required to comply with certain of the periodic reporting requirements ("**ESMA Disclosure Templates**") have not yet been finalised. The European Commission adopted texts of Article 7 technical standards, which were published in October 2019, representing the near-final position on the applicable reporting templates. However, these are yet to be approved by the European Parliament and the Council of the European Union. Until the regulatory technical standards to be adopted by the European Commission pursuant to Article 7(3) of the Securitisation Regulation are approved by the European Parliament and the Council of the European Union, for the purposes of its obligations set out in points (a) and (e) of the first subparagraph of Article 7(1) of the Securitisation Regulation, the Designated Reporting Entity will be required to make available the information referred to in Annexes I to VIII of Delegated Regulation (EU) 2015/3 ("**CRA III RTS**") in accordance with Article 7(2) of the Securitisation Regulation.

Santander Consumer Portugal (as Originator) has been appointed as the Designated Reporting Entity under Article 7(2) of the Securitisation Regulation to fulfil the requirements set out in Article 7(1) of the Securitisation Regulation. From the Closing Date, the Designated Reporting Entity will procure that the Transaction Manager prepares, and the Transaction Manager will prepare (to the satisfaction of the Designated Reporting Entity) the Investor Reports. If, following the adoption of the relevant RTS, the Transaction Manager does not agree to provide reporting related to the requirements of the Securitisation Regulation in accordance with the Transaction Management Agreement, the Designated Reporting Entity will have to appoint an agent to provide such reporting. The Issuer will have to reimburse the Transaction Manager and the Designated Reporting Entity for any costs properly incurred by either of them in connection with any amendments to the format of any such reports (for the avoidance of doubt, any such costs will be Issuer Expenses).

There can be no assurance that the manner in which the EU Retained Interest is complied with under this Transaction and that the information to be provided by the Designated Reporting Entity will be adequate for any potential investors to comply with their obligations pursuant to Article 5 of the Securitisation Regulation. Prospective investors should independently investigate the consequences of non-compliance with their due diligence requirements under Article 5 of the Securitisation Regulation.

Noteholders should make themselves aware of the due diligence obligations which apply to them under Article 5 of the Securitisation Regulation and make their own investigation and analysis as to the impact thereof on any holding of Notes. No predictions can be made as to the precise effects of such matters on any prospective investor or otherwise.

Noteholders to assess compliance with the Securitisation Regulation, CRR Amendment Regulation, and Bank of Portugal Notice 9/2010

In general, the requirements imposed under the Securitisation Regulation and the CRR Amendment Regulation are more onerous and have a wider scope than those which were imposed under earlier legislation, namely (i) the Capital Requirements Regulation, (ii) the Commission Delegated Regulation No 231/2013, of 19 December 2012, and (iii) the Solvency II Implementing Rules. Amongst other things, the Securitisation Regulation and the CRR Amendment Regulation together include provisions intended to implement the revised securitisation framework developed by the Basel Committee (with adjustments) and provisions intended to harmonise and replace the risk retention and due diligence requirements (including the corresponding guidance provided through technical standards) applicable to certain EU regulated investors.

As mentioned in risk factor "***Noteholders to verify matters required by Article 5(1) of the Securitisation Regulation***" above, while the Securitisation Regulation came into force on 1 January 2019, not all of the proposed technical guidance in relation to certain provisions of the Securitisation Regulation have, as at the Closing Date, been finalised. Notably, guidance in relation to certain elements of compliance with the STS Criteria and technical guidance in relation to the manner in which reporting should be carried out in relation to a securitisation are yet to be finalised. The timing for finalisation of these pieces of guidance by the relevant authorities remains unclear. As such, there is a degree of uncertainty around the manner in which compliance with certain elements of the new regulations will be achieved.

Noteholders should make themselves aware of all those provisions and make their own investigation and analysis as to the impact thereof on any holding of Notes and should take their own advice on whether this Transaction constitutes a securitisation and on the provisions of the Securitisation Regulation, CRR Amendment Regulation and Bank of Portugal Notice 9/2010. No predictions can be made as to the precise effects of such matters on any prospective investor or otherwise. Additionally, Noteholders should also be aware that, if applicable, non-compliance with the requirements of the Securitisation Regulation, CRR Amendment Regulation and Bank of Portugal Notice 9/2010 may adversely affect the price and liquidity of the Notes.

Impact of non-compliance by the Designated Reporting Entity with reporting obligations under Article 7 of the Securitisation Regulation

With regards to the transparency requirements set out in Article 7 of the Securitisation Regulation, the relevant regulatory and implementing technical standards, including the ESMA Disclosure Templates have not yet been finalised. The European Commission adopted texts of Article 7 technical standards, which were published in October 2019, representing the near-final position on the applicable reporting templates. However, these are yet to be approved by the European Parliament and the Council of the European Union. Until the regulatory technical standards to be adopted by the European Commission pursuant to Article 7(3) of the Securitisation Regulation are approved by the European Parliament and the Council of the European Union, for the purposes of its obligations set out in points (a) and (e) of the first subparagraph of Article 7(1) of the Securitisation Regulation, the Designated Reporting Entity will be required to make available the information referred to in Annexes I to VIII of the CRA III RTS in accordance with Article 7(2) of the Securitisation Regulation.

As at the date of this Prospectus, and notably until the regulatory technical standards are adopted by the Commission pursuant to Article 7(3) of the Securitisation Regulation, there remains uncertainty as to what the consequences would be for the Designated Reporting Entity, related third parties and investors resulting from any potential non-compliance by the Designated Reporting Entity with the Securitisation Regulation upon application of the reporting obligations.

According to Article 32 of the Securitisation Regulation, EU Member States shall lay down rules establishing appropriate administrative sanctions, in the case of negligence or intentional infringement, and remedial measures, such as: (i) a public statement which indicates the identity of the natural or legal person and the nature of the infringement; (ii) a temporary ban preventing any member of the originator's, sponsor's or securitisation special purpose entity's (SSPE's) management body or any other natural person held responsible for the infringement from exercising management functions in such undertakings; and (iii) in the case of a legal person, maximum administrative pecuniary sanctions of at least EUR 5,000,000 (five million euros), or of up to 10% (ten per cent.) of the total annual net turnover of the legal person according to the last available accounts approved by the management body. Articles 66-D, 66-F, 66-G of the Securitisation Law confer on the CMVM powers to enforce several remedial measures, which include the measures mentioned above.

Noteholders should make themselves aware of all those provisions and make their own investigation and analysis as to the impact of non-compliance by the Designated Reporting Entity on any holding of Notes. No predictions can be made as to the precise effects of such matters on any prospective investor or otherwise. Additionally, Noteholders should also be aware that, if applicable, such non-compliance may adversely affect the price and liquidity of the Notes.

Risk of change of law

The structure of the Transaction and, *inter alia*, the issue of the Notes and ratings assigned to each Class of the Rated Notes are based on law, tax rules, rates, procedures and administrative practice in effect at the date hereof, and having due regard to the expected tax treatment of all relevant entities under such law and practice (including regarding deductibility of interest). No assurance can be given that law, tax rules, rates, procedures or administration practice (including following the publication of Law 24/2020 of 6 July 2020) will not change after the date of this Prospectus or that such change will not adversely impact the structure of the Transaction and the treatment of the Notes, including the expected payments of interest and repayment of principal in respect of the Notes. None of the Issuer, the Common Representative, the Lead Manager, the Arranger, the Transaction Manager, the Servicer or the Originator will bear the risk of a change in law whether in the jurisdiction of the Issuer or in any other jurisdiction.

Limited case law on the Securitisation Law, the Securitisation Tax Law and Decree-law no. 193/2005, of 7 November

The Securitisation Law was enacted in Portugal by Decree-Law no. 453/99, of 5 November, as amended by Decree-Law no. 82/2002, of 5 April, by Decree-Law no. 303/2003, of 5 December, by Decree-Law no. 52/2006, of 15 March, by Decree-Law no. 211-A/2008, of 3 November, amended and restated by Law no. 69/2019, of 28 August and amended by Decree-Law no. 144/2019, of 23 September ("**Securitisation Law**"). The Securitisation Tax Law was enacted in Portugal by Decree-Law no. 219/2001, of 4 August, as amended by Law no. 109-B/2001, of 27 December, by Decree-Law no. 303/2003, of 5 December, by Law no. 107-B/2003, of 31 December, and by Law no. 53-A/2006, of 29 December ("**Securitisation Tax Law**"). The tax regime applicable on income arising from debt securities in general was enacted by Decree-Law no. 193/2005, of 7 November, as amended by Decree-Law no. 25/2006, of 8 February, by Law no. 83/2013, of 9 December, and by Law no. 42/2016, of 28 December.

As at the date of this Prospectus the application of the Securitisation Law by the Portuguese courts and the interpretation of its application by any Portuguese governmental or regulatory authority has been limited to a few cases, namely regarding effectiveness of the assignment of banking credits towards debtors, despite the absence of debtor notification and format of the assignment agreement. The Securitisation Tax Law has not been considered by any Portuguese court and no interpretation of its application has been issued by any Portuguese governmental or regulatory authority. Decree-law no. 193/2005, of 7 November has also been considered by few Portuguese court cases and the interpretation of its application has been issued by Portuguese authorities in limited cases, notably Circular 4/2014 and the Order issued by the Secretary of State for Tax Affairs dated July 14, 2014 in connection with tax ruling no 7949/2014. Consequently, it cannot be excluded that such authorities may in the future issue further regulations relating to the Securitisation Law, to the Securitisation Tax Law and to Decree-law no. 193/2005, of 7 November or the interpretation thereof, the impact of which cannot be predicted by the Issuer as at the date of this Prospectus.

No certainty relating to consumer protection laws

Portuguese law (namely the Portuguese Constitution, the Portuguese Civil Code and the consumer protection laws) contains general provisions in relation to consumer protection. These provisions cover general principles of information disclosure, information transparency (contractual clauses must be clear, precise and legible) and a general duty of diligence, neutrality and good faith in the negotiation of contracts.

Decree-Law no. 133/2009, of 2 June 2009 (implementing Directive 2008/48/CE of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC) sets forth specific provisions related to consumer credit agreements entered into with natural persons to finance the purchase of consumer goods, whether for commercial or professional purposes, namely including auto loans. Any clause contained in the Receivables Contracts entered into by Obligors which are natural persons which does not comply with Decree-Law no. 133/2009, of 2 June 2009 shall be considered null and void. Furthermore, Decree-Law no. 446/85 of 25 October 1985, as amended by Decree-Law no. 220/95 of 31 July 1995, Decree-Law no. 249/99 of 7 July 1999 (which implemented Directive 93/13/CEE of 5 April 1993) and Decree-Law no. 323/2001 of 17 December 2001, referred to as the General Contractual Clauses Law (*Lei das Cláusulas Contratuais Gerais*) prohibits, in general terms, the introduction of abusive clauses in contracts entered into with consumers. Pursuant to this law, a clause is in general deemed to be abusive if such clause has not been specifically negotiated by the parties and leads to an unbalanced situation insofar as the rights and obligations of the consumer (regarded as the weaker party) and the rights and obligations of the counterparty (regarded as the stronger party) are concerned in violation of contractual good faith. The introduction of clauses that are prohibited under Decree-Law no. 446/85 of 25 October 1985, as amended, will cause such clauses to be considered null and void.

The foregoing should not be viewed as an exhaustive description of the provisions which could be invoked in respect of consumer protection although the Originator has represented and warranted to the Issuer in the Receivables Sale Agreement that the Receivables have been created in compliance with all applicable laws, requirements of Bank of Portugal and regulations, as applicable, and are not in breach of Portuguese consumer legislation. There can be no assurance that a court in Portugal would not apply the relevant consumer protection laws to vary the terms of a Receivables Contract or to relieve an Obligor of its obligations thereunder.

If any of the Receivables Contracts does not comply with these laws, the Servicer may be prevented from or delayed in the enforcement of the relevant Receivables Contract, which could affect the Issuer's ability to make payments on the Notes.

Risks resulting from data protection rules

The legal framework on data protection results from Regulation 2016/679 of the European Parliament and of the Council (the General Data Protection Regulation or "**GDPR**"), of 27 April 2016 and Law no. 58/2019, of 8 August ("**Data Protection Act**") that supplements the GDPR, as a result of some GDPR opening clauses that allow the adoption of supplementary EU Data protection provisions. Both the GDPR and the Data Protection Act are applicable in Portugal.

The GDPR has a far-reaching scope and, besides few exceptions (such as household purposes) it applies each time a natural or legal person processes personal data. Since the key concepts of personal data and processing are broad, the GDPR is triggered each time data from natural persons is at stake (either by collecting, recording, storing, consulting, or other operations).

The GDPR foresees heavy fines and penalties for a breach of requirements, including fines for serious breaches of up to the higher of 4% (four per cent.) of annual worldwide turnover or €20,000,000 (twenty million euros) and fines of up to the higher of 2% (two per cent.) of annual worldwide turnover or €10,000,000 (ten million euros) (whichever is highest) for other specified infringements. The GDPR identifies a list of points to consider when imposing fines (including the nature, gravity and duration of the infringement). The implementation of the GDPR requires substantial amendments to the Originator's procedures and policies. The changes could adversely impact the Santander Consumer Portugal's business by increasing its operational and compliance costs. If there are breaches of these measures, Santander Consumer Portugal could face significant administrative and monetary sanctions as well as reputational damage which may have a material adverse effect on its operations, financial condition and prospects. It is believed that the Transaction as structured complies with GDPR.

CRA Regulations

The CRA Regulation regulates credit rating agencies. In general, European regulated investors are restricted under the CRA III from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA III (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances while the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA III (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

ESMA is obliged to maintain on its website, www.esma.europa.eu, a list of credit rating agencies registered and certified in accordance with the CRA Regulation. This list is required to be updated within 5 (five) working days following the adoption by ESMA of a registration decision under the CRA Regulation. While the timing of the registration decision coming into effect and the publication of the updated ESMA list coincides, there will be some mismatch in timing when it concerns: (i) any decision to withdraw registration (i.e. the decision takes an immediate effect throughout the EU, while the ESMA list is only required to be updated within 5 (five) working days following the adoption of the decision) or (ii) any decision to temporarily suspend the use, for regulatory purposes of the credit ratings issued by the credit rating agency with effect throughout the EU under Article 24 (i.e. the CRA Regulation does not expressly provide for the update of the ESMA list in this situation and, while ESMA must notify, without undue delay, its decision to the credit rating agency concerned and communicate to the competent authorities, including sectoral competent authorities, the European Banking Authority and the European Insurance and Occupational Pensions Authority, it is only required to make such decision public on its website within 10 (ten) working days from the date when the decision was adopted).

Credit ratings included or referred to in this Prospectus have been or, as applicable, may be issued by Fitch and Moody's, each of which as at the date of this Prospectus is a credit rating agency established in the European Community and registered under the CRA Regulation. It should be noted that the list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

U.S. Risk Retention Requirements

Section 941 of the Dodd-Frank Act amended the Exchange Act to generally require the "securitizer" of a "securitization transaction" to retain at least 5% (five per cent.) of the "credit risk" of "securitized assets", as such terms are defined for purposes of that statute, and generally prohibit a securitizer from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitizer 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 securitizer 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 Originator does not intend to retain at least 5% (five per cent.) of the credit risk of the Issuer for the purposes of the U.S. Risk Retention Rules, but rather 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 Securities

Act; (2) no more than 10% (ten per cent.) 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 25% (twenty-five per cent.) 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 Originator has advised the Issuer that it has not acquired, and it does not intend to acquire more than 25% (twenty-five per cent.) of the assets from an affiliate or branch of the Originator or the Issuer that is organised or located in the United States.

The Notes provide that they may not be purchased by Risk Retention U.S. Persons except with the express written consent of the Originator up to the 10% (ten per cent.) Risk Retention U.S. Person limitation under the exemption provided by Section _.20 of the U.S. Risk Retention Rules. 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 (b) and (h), 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, corporation, limited liability company, or other organisation or entity organised or incorporated under the laws of any State or 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 (as defined under any other clause of this definition) principally for the purpose of investing in securities not registered under the 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) Risk Retention U.S. Persons that have obtained written consent from the Originator to their purchase of the Notes. Each holder of a Note or a beneficial interest acquired in the initial syndication of the Notes, by its acquisition of a Note or a beneficial interest in a Note, will be deemed to represent to the Issuer, the Originator, the Lead Manager and the Arranger and in certain circumstances will be required to make certain representations and agreements that it (1) either (i) is not a Risk Retention U.S. Person or (ii) is a Risk Retention U.S. Person that has obtained written consent from the Originator to its acquisition of the Notes, (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% (ten 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 Originator, the Issuer, the Lead Manager and the Arranger have agreed that none of the Arranger, the Issuer, Lead Manager or any person who controls it or any director, officer, employee, agent or affiliate of any of the Lead Manager or the Arranger or the Issuer (as applicable) shall have any responsibility for determining the proper characterisation of potential investors for such restriction or for determining the availability of the exemption provided for in Section 20 of the U.S. Risk Retention Rules, and none of the Lead Manager, the Arranger or the Issuer or any person who controls it or any director, officer, employee, agent or affiliate of any of the Lead Manager or the Arranger or the Issuer accepts any liability or responsibility whatsoever for any such determination or characterisation.

Failure on the part of the Originator to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action against the Originator which may adversely affect the Notes and the ability of the Originator to perform its obligations under the Transaction Documents. Furthermore, a failure by the Originator to comply with the U.S. Risk Retention Rules could negatively affect the value and secondary market liquidity of the Notes.

TAX RELATED RISKS

No gross up for taxes

Should any withholding or deduction for or on account of any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by any government or state with authority to tax or any political subdivision or any authority thereof or therein having power to tax be required to be made from any payment in respect of the Notes (see "***Taxation***" below), neither the Issuer, the Common Representative, nor the Paying Agent will be obliged to make any additional payments to Noteholders to compensate them for the reduction in the amounts that they will receive as a result of such withholding or deduction. If payments made by any party under the Receivables Servicing Agreement are subject to a Tax Deduction required by law, there will be no obligation on such party to increase the payment to leave an amount equal to the payment which would have been due if no Tax Deduction would have been required.

Noteholders may be subject to tax reporting requirements under the Common Reporting Standard

The Organisation for Economic Co-operation and Development ("**OECD**") approved, in July 2014, a Common Reporting Standard ("**CRS**") with the aim of providing comprehensive and multilateral automatic exchange of financial account information on a global basis. This goal is achieved through an annual exchange of information between the governments of 108 (one hundred and eight) jurisdictions (the "**participating jurisdictions**") that have already adopted the CRS.

On 9 December 2014, Council Directive 2014/107/EU, amending Council Directive 2011/16/EU, introduced the CRS among the EU Member States. This Directive was transposed into Portuguese national law on October 2016, via Decree-Law no. 64/2016, of 11 October 2016, as amended by Law no. 98/2017 of 24 August 2017 and, more recently, by Law no. 17/2019 of 14 February 2019 (the "**Portuguese CRS Law**").

Under the Portuguese CRS Law, financial institutions established in Portugal are required to report to the Tax Authorities (for the exchange of information with the State of Residence) information regarding bank accounts, including custodial accounts, held by individual persons residing in a different Member State or entities which are controlled by one or more individual persons residing in a different Member State, after having applied the due diligence rules foreseen in the Portuguese CRS Law. The information refers to the account balance at the end of the calendar year, income paid or credited in the account and the proceeds from the sale or redemption of the financial assets paid or credited in the account during the calendar year to which the financial institution acted as custodian, broker, nominee, or otherwise as an agent for the account holder, among others.

Under the Portuguese CRS Law, the deadline for the report is 31 July in each year. Investors who are in any doubt as to their position should consult their professional advisers.

Notes may be subject to financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "Participating Member States"). However, Estonia has stated that it will not participate.

The proposed FTT has very broad scope and, if introduced in the form proposed on 14 February 2013, could apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under the 14 February 2013 proposals, the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

The FTT proposal remains subject to negotiation between the Participating Member States. Additional EU Member States may decide to participate, although certain EU Member States have expressed strong objections to the proposal. The FTT proposal may therefore be altered prior to any implementation, the timing of which remains unclear. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

In certain circumstances, the Issuer and the Noteholders may be subject to US withholding tax under FATCA for any payments made after 31 December 2018

The United States enacted rules, commonly referred to as "**FATCA**", that generally impose a new reporting and withholding regime with respect to certain U.S. source payments (including dividends and interest), gross proceeds from the disposition of property that can produce U.S. source interest and dividends and certain payments made by entities that are classified as financial institutions under FATCA. The United States entered into a Model 1 intergovernmental agreement with Portugal (the "**IGA**"). Under the IGA, payments made on or with respect the Notes are not expected to be subject to withholding under FATCA. However, significant aspects of when and how FATCA will apply remain unclear, and no assurance can be given that withholding under FATCA will not become relevant with respect to payments made on or with respect to the Notes in the future.

Portugal has implemented through Law no. 82-B/2014, of 31 December 2014, as amended by Law no. 98/2017, of 24 August 2017 the legal framework based on reciprocal exchange of information on financial accounts subject to disclosure in order to comply with FATCA. Through Decree-Law no. 64/2016, of 11 October 2016, as amended by Law no. 98/2017, of 24 August 2017, and more recently, by Law no. 17/2019 of 14 February 2019, the Portuguese government approved the complementary regulation required to comply with FATCA. Under this legislation, foreign financial institutions (as defined in Decree-Law no. 64/2016, of 11 October 2016) are required to obtain information regarding certain accountholders and report such information to the Portuguese Tax Authorities, which, in turn, will report such information to the United States Internal Revenue Service.

As defined in Decree-Law no. 64/2016, of 11 October 2016, (i) "foreign financial institutions" means a *Foreign*

Financial Institution as defined in the applicable U.S. *Treasury Regulations*, including inter alia Portuguese financial institutions; and (ii) "Portuguese financial institutions" means any financial institution with head office or effective management in the Portuguese territory, excluding its branches outside of Portugal and including Portuguese branches of financial institutions with head office outside of Portugal.

The deadline for the financial institutions to report to the Portuguese Tax Authorities the mentioned information is regulated by Decree-Law no. 64/2016, of 11 October 2016, as amended, and ends on 31 July of each year.

Prospective investors should consult their own tax advisors regarding the potential impact of FATCA.

OTHER RISKS

Full Impact on the United Kingdom's exit from the European Union not yet determined

On 23 June 2016, the UK held a referendum on its membership of the EU. The result of the referendum was for the UK to leave the EU, creating several uncertainties within the UK, namely regarding its relationship with the EU. On 29 March 2017, the UK served a notice in accordance with Article 50 of the Treaty on European Union of the UK's intention to withdraw from the EU. The notification of withdrawal started a two-year process during which the terms of the UK's exit would be negotiated, although this period was extended on several occasions.

On 17 October 2019, the UK and the EU entered into a withdrawal agreement in relation to Brexit (the "**Withdrawal Agreement**"). The Withdrawal Agreement provides for a transition period from the exit date until 31 December 2020 (unless such period is extended). During this transition period, EU directives which have already been implemented into UK law and EU regulations (which are directly applicable in EU Member States without the need for any local law implementing measures) will continue to apply in the UK. New EU regulations will also automatically become part of UK law during that period. Any reference to "Member States" in such EU laws will be construed to include the UK (unless otherwise stated in the Withdrawal Agreement).

Consequently, although the UK is no longer in the EU, it will continue to be treated as an EU member state during the transition period and the Securitisation Regulation will apply with respect to institutional investors, originators, sponsors, original lenders and securitisation special purpose entities (SSPEs) which are established in the UK.

Since any new EU regulations will be directly applicable in the UK during the transition period, any new technical standards relating to the Securitisation Regulation which are finalised before the end of that period will also apply in the UK (although it is likely that they will need to be amended through statutory instruments as regards their application after the transition period – please see below). These are likely to include the EU delegated regulations setting out the technical standards relating to disclosure, which will include the new mandatory forms of reporting templates, and those relating to risk retention.

The Withdrawal Agreement provides for the repeal of the European Communities Act 1972, thus ending the supremacy of EU law in the UK. It also provides that at the end of the transition period, existing EU laws will be part of a new category of UK domestic law known as "retained EU law", which thereafter can only be amended by UK legislation (not by subsequent EU legislation). In connection with this process, government ministers have been granted the power to make secondary legislation to amend such retained EU law in order to prevent, remedy or mitigate any failure of retained EU law to operate effectively, or any other "deficiency" in such law, in each case which arise as a result of Brexit. Several UK statutory instruments have been put in place under these powers, in order to make sure this retained EU law functions in the UK following the end of the transition period. One of these statutory instruments is the Securitisation (Amendment) (EU Exit) Regulations 2019 which amend the Securitisation Regulation as it will apply in the UK after the transition period.

The UK's departure and the uncertainty in the trade negotiations during the transition period are likely to generate further increased volatility in the markets and economic uncertainty which could adversely affect one or more of the Transaction Parties (including the Originator and/or the Servicer) and/or any Obligor in respect of the Receivables. As at the date of this Prospectus, it is not possible to determine the full impact the UK's departure from the EU and/or any related matters may have on general economic conditions in the UK.

Given the current uncertainties and the range of possible outcomes, and bearing in mind that certain Transaction Documents are governed by English law, no assurance can be given as to the likely impact of any of the matters described above, and no assurance can be given that such matters would not adversely affect the rights of the Noteholders, the market value of the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes.

Limited provision of information

The Issuer will not be under any obligation to disclose to the Noteholders any financial or other information received by it in relation to the Receivables Portfolio or to notify them of the contents of any notice received by it in respect of the Receivables Portfolio other than as legally required. In particular it will have no obligation to keep any Noteholder or any other person informed as to matters arising in relation to the Receivables Portfolio, except for the information provided in the Securitisation Regulation Reports, as applicable, concerning the Receivables Portfolio and the Notes which shall be published on the Reporting Website and each such report shall be made available no later than 1 (one) month following the Interest Payment Date following the Calculation Period to which it relates. To the extent any technical standards prepared under the Securitisation Regulation come into effect after the date of this Prospectus and require such reports to be published in a different manner or on a different website, the Designated Reporting Entity shall comply with the requirements of such technical standards when publishing such reports.

Projections, forecasts and estimates

Forward looking statements, including estimates, and any other projections are forecasts in this document necessarily speculative in nature and some or all of the assumptions underlying the forward-looking statements may not materialise or may vary significantly from actual results.

No Volcker Rule determination

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 Lead Manager, nor the Arranger has made any determination as to whether the Issuer would be a "covered fund" for purposes of the Volcker Rule. If the Issuer were considered a "covered fund", the price and liquidity of the market for the Notes may be materially and adversely affected.

There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving. 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 in respect of such investment and on its portfolio generally. Each purchase must determine for itself whether it is a Relevant Banking Entity. Neither the Issuer, nor the Lead Manager, nor the Arranger makes any representations regarding the ability of any purchaser to acquire or hold the Notes, now or at any time in the future.

Suitability of the Notes as an investment

The Notes may not be a suitable investment for all investors. Each potential investor in Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should consider, either on its own or with the help of its financial and other professional advisers, whether it:

(a) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;

(b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

(c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(d) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant indices and financial markets; and

(e) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisors to determine whether and to what extent (i) Notes are legal investments for it; (ii) Notes can be used as collateral for various types of borrowing; and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

RESPONSIBILITY STATEMENTS

In accordance with Article 243 of the Portuguese Securities Code the following entities are responsible for the information contained in this Prospectus:

The **Issuer** and **Mr. José Francisco Gonçalves de Arantes e Oliveira**, **Mr. Rui Paulo Menezes Carvalho** and **Mr. Rafe Nicholas Morton**, in their capacities as directors of the Issuer, are responsible for the information contained in this document. To the best of its knowledge (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Issuer further confirms that this Prospectus contains all information which is material in the context of the issue of the Notes, that such information contained in this Prospectus is true and accurate in all material respects and is not misleading, that the opinions and the intentions expressed in it are honestly held by it and that there are no other facts the omission of which makes this Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect and all proper enquiries have been made to ascertain and to verify the foregoing. Any information sourced from third parties contained in this Prospectus has been accurately reproduced (and is clearly sourced where it appears in this Prospectus) and, as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Pursuant to Article 149 of the Portuguese Securities Code, **Mr. Jerome David Beadle** and **Mr. Bernardo Luis de Lima Mascarenhas Meyrelles do Souto**, in their capacity as directors of the Issuer for the mandate 2016/2018, are also responsible for the financial statements of the Issuer in respect of the financial year ended on 31 December 2018, which are incorporated by reference in this Prospectus (see "***Documents Incorporated by Reference***") (for the sake of clarity, Mr. José Francisco Gonçalves de Arantes e Oliveira mentioned in the paragraph above is also responsible for these financial statements). No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Mr. Jerome David Beadle and Mr. Bernardo Luis de Lima Mascarenhas Meyrelles do Souto as to the accuracy or completeness of any information contained in this Prospectus (other than the aforementioned financial information) or any other information supplied in connection with the Notes or their offering.

Mr. Leonardo Bandeira de Melo Mathias, Mr. Pedro António Barata Noronha de Paiva Couceiro and **Mr. João Alexandre Marques de Castro Moutinho Barbosa**, in their capacity as members of the supervisory board of the Issuer, appointed on 4 July 2016 for the mandate 2016/2018, and further on 21 October 2019 for the mandate 2019/2021, in respect of the relevant financial statements of the Issuer incorporated by reference herein in respect of the financial years ended on 31 December 2018 and 31 December 2019, are responsible for the accuracy of the financial statements of the Issuer required by law or regulation to be prepared as from the date on which they began their current term of office following their appointment as members of the supervisory board of the Issuer until the end of such term of office and confirm that having taken all reasonable care to ensure that such is the case, such above-mentioned financial statements are, to the best of their knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by Mr. Leonardo Bandeira de Melo Mathias, Mr. Pedro António Barata Noronha de Paiva Couceiro and Mr. João Alexandre Marques de Castro Moutinho Barbosa as to the accuracy or completeness of any information contained in this Prospectus (other than the aforementioned financial information) or any other information supplied in connection with the Notes or their offering.

Banco Santander Consumer Portugal, S.A. accepts responsibility for the information in this Prospectus relating to itself in its capacities as Originator and Servicer, the description of its rights and obligations in respect of, and all information relating to, the Receivables, the Receivables Sale Agreement, the Receivables Servicing Agreement and all information relating to the Receivables Portfolio, in the sections headed "***Characteristics of the Receivables***", "***Originator's Standard Business Practices, Servicing and Credit Assessment***" and "***Business of Santander Consumer Portugal***" (together the "**Santander Consumer Portugal Information**"). Banco Santander Consumer Portugal, S.A. confirms that, to the best of its knowledge and belief, such Santander Consumer Portugal Information is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Originator or the Servicer as to the accuracy or completeness of any information contained in this Prospectus (other than in the sections referred to above and below and not specifically excluded therein) or any other information supplied in connection with the Notes or their offering.

Banco Santander, S.A. accepts responsibility for the information in this Prospectus relating to itself in the section headed "***The Accounts Bank***" (the "**Accounts Bank Information**"). To the best of the knowledge and belief of Banco Santander, S.A. (which has taken all reasonable care to ensure that such is the case), the Accounts Bank Information is in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Accounts Bank as to the accuracy or completeness of any information contained in this Prospectus (other than the Accounts Bank Information and as stated in the previous paragraph) or any other information supplied in connection with the Notes or their distribution.

Banco Santander, S.A., in its role as Arranger, and **Banco Santander Consumer Portugal, S.A.** accept responsibility for the information contained in the section headed "***Estimated Weighted Average Lives of the Notes and Assumptions".***

PricewaterhouseCoopers & Associados – Sociedade de Revisores Oficiais de Contas, Lda., registered with the CMVM with number 20161485, with registered office at Palácio Sottomayor, Rua Sousa Martins, 1 - 3º, 1069-316 Lisboa, Portugal, represented by Mr. José Manuel Henriques Bernardo, has audited the financial statements of the Issuer for the year ended on 31 December 2018 as the statutory auditor (*revisor oficial de contas*) and external auditor of the Issuer and is therefore responsible for the statutory audit report and auditors' report for that financial year, which are incorporated by reference in this Prospectus (see "***Documents Incorporated by Reference***") and confirms that having taken all reasonable care to ensure that such is the case, such above-mentioned statutory audit report and auditors' report are, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, expressed or implied, is made and no responsibility or liability is accepted by **PricewaterhouseCoopers & Associados – Sociedade de Revisores Oficiais de Contas, Lda.** as to the accuracy or completeness of any information.

Mazars & Associados, Sociedade de Revisores Oficiais de Contas, S.A., registered with the CMVM with number 20161394, with registered office at Rua Tomás da Fonseca, Centro Empresarial Torres de Lisboa, Torre G, 5th floor, 1600-209 Lisbon, Portugal, represented by Fernando Jorge Marques Vieira, has audited the financial statements of the Issuer for the year ended on 31 December 2019 as the statutory auditor (*revisor oficial de contas*) and external auditor of the Issuer and is therefore responsible for the statutory audit report and auditors' report for that financial year, which are incorporated by reference in this Prospectus (see "***Documents Incorporated by Reference***") and confirms that having taken all reasonable care to ensure that such is the case, such above-mentioned statutory audit report and auditors' reports are, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information. No representation, warranty or undertaking, expressed or implied, is made and no responsibility or liability is accepted by **Mazars & Associados, Sociedade de Revisores Oficiais de Contas, S.A.** as to the accuracy or completeness of any information.

Vieira de Almeida & Associados – Sociedade de Advogados, SP R.L., as legal advisors to the Originator and the Servicer, accepts responsibility for the Portuguese legal matters included in the sections headed "***Selected Aspects of Laws of the Portuguese Republic relevant to the Receivables and the transfer of the Receivables***" and "***Taxation***" and shall issue the legal opinion required under Article 20(1) of the Securitisation Regulation.

PCS has been designated as the third-party verification agent (STS) and shall prepare the STS Assessment.

In accordance with Article 149(3) (*ex vi* Article 243) of the Portuguese Securities Code, liability of the entities referred to above is excluded if any of such entities proves that the addressee knew or should have known about the shortcomings and/or discrepancies in the contents of this Prospectus as of the date of issuance of its declaration or moment when revocation thereof was still possible.

Pursuant to subparagraph b) of Article 150 of the Portuguese Securities Code, the Issuer is strictly liable (i.e., independently of fault) if any of the members of its board of directors, supervisory board, accounting firms, statutory auditors and any other individuals that have certified or, in any other way, verified the accounting documents on which the Prospectus is based is held to be civilly liable for such information.

Further to subparagraph b) of Article 243 of the Portuguese Securities Code, the right to compensation based on the aforementioned responsibility is to be exercised within 6 (six) months following the knowledge of shortcomings and/or discrepancies in the contents of the Prospectus, or, if applicable, in any amendment thereof, and ceases, in any case, 2 (two) years following (i) the disclosure of the admission Prospectus or, if applicable, (ii) the amendment that contains the defective information or forecast.

The responsible entities for certain parts of information contained in this document declare that, having taken all reasonable care to ensure that such is the case, the information contained in that part of the document for which they are responsible to is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. For each of the legal persons identified above, the corresponding registered office may be found in the last two pages of this Prospectus.

The Notes will be obligations solely of the Issuer and will not be obligations of, and will not be guaranteed by, and will not be the responsibility of, any other entity. In particular, the Notes will not be the obligations of, and will not be guaranteed by the Transaction Parties (other than the Issuer).

Neither any of the Lead Manager or the Arranger, nor any other person mentioned in this Prospectus or the documents incorporated by reference, except for the Issuer and unless otherwise and where stated in this Prospectus, is responsible for the information contained in this Prospectus, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts responsibility for the accuracy and completeness of the information contained herein or for any statement made or purported to be made by any of them, or on any of their behalf in connection with the Issuer or any offer of the securities described in the Prospectus.

No representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Lead Manager or the Arranger as to the accuracy or completeness of any information contained in this Prospectus or any other information supplied in connection with the Notes or their distribution. Furthermore, unless otherwise and where stated in this Prospectus, no one (other than the Issuer and the Originator) is allowed to provide information or make representations in connection with the offering of the Notes. The Arranger, the Lead Manager and their respective affiliates accordingly disclaim all and any liability whether arising in tort, contract, or otherwise which they might otherwise have in respect of such document or any such statement.

Banco Santander, S.A. in its role as Arranger, does not accept responsibility for the information in this document, except as stated above. The Arranger is acting merely as arranger for the Notes and is not providing

any financial service in relation to which the Arranger would be required, pursuant to Article 149(1) (ex vi Article 243) of the Portuguese Securities Code, to accept responsibility for the information contained herein.

This Prospectus may only be used for the purposes for which it has been published. This Prospectus is not, and under no circumstances is to be construed as an advertisement, and the offering contemplated in this Prospectus is not, and under no circumstances is it to be construed as, an offering of the Notes to the public.

OTHER RELEVANT INFORMATION

Currency

In this Prospectus, unless otherwise specified, references to "**EUR**", "**Euro**", "**euro**" or "**€**" are to the lawful currency of the EU Member States participating in the Economic and Monetary Union as contemplated by the Treaty establishing the European Communities as amended by, *inter alia*, the Treaty on European Union (the "**Treaty**").

Interpretation

The language of the Prospectus is English, although 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.

Capitalised terms used in this Prospectus, unless otherwise indicated, have the meanings set out in this Prospectus and, in particular in the Conditions. An index of defined terms used in this Prospectus appears at the back of this Prospectus on pages 256 – 258. A reference to a "**Condition**" or the "**Conditions**" is a reference to a numbered Condition or Conditions set out in the "***Terms and Conditions of Notes***" below.

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

THE PARTIES

Issuer:	TAGUS – Sociedade de Titularização de Créditos, S.A., a limited liability company (*sociedade anónima*) incorporated under the laws of Portugal as a special purpose vehicle for the purposes of issuing asset-backed securities, having its registered office at Rua Castilho, 20, 1250-069 Lisbon, Portugal, with a share capital of €250,000.00 and registered with the Commercial Registry Office of Lisbon under the sole registration and taxpayer number 507 130 820. The Issuer's share capital is fully owned by Deutsche Bank Aktiengesellschaft.
Originator:	Banco Santander Consumer Portugal, S.A., a credit institution incorporated under the laws of Portugal, having its registered office at Rua Castilho, No. 2 and 4, 1269-073 Lisbon, Portugal, with a share capital of €66,592,947.00 and registered with the Commercial Registry Office of Lisbon under the sole commercial registration and taxpayer number 503 811 483.
Arranger:	Banco Santander, S.A., a public limited company (*sociedad anónima*), incorporated under the laws of Spain, having its registered office at Paseo de Pereda 9-12 39004 Santander, Spain, with Tax Identification Number A-39000013.
Lead Manager:	Banco Santander, S.A., a public limited company (*sociedad anónima*), incorporated under the laws of Spain, having its registered office at Paseo de Pereda 9-12 39004 Santander, Spain, with Tax Identification Number A-39000013.
Servicer:	Banco Santander Consumer Portugal, S.A., a credit institution incorporated under the laws of Portugal, having its registered office at Rua Castilho, No. 2 and 4, 1269-073 Lisbon, Portugal, with a share capital of €66,592,947.00 and registered with the Commercial Registry Office of Lisbon under the sole commercial registration and taxpayer number 503 811 483, in its capacity as servicer of the Receivables Portfolio pursuant to the Securitisation Law and in accordance with the terms of the Receivables Servicing Agreement, or any successor thereof appointed in accordance with the provisions of the Receivables Servicing Agreement.
Transaction Manager:	U.S. Bank Global Corporate Trust Limited, a limited liability company, incorporated under the laws of the United Kingdom, having its registered office at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, with registration number 05521133, in its capacity as Transaction Manager to the Issuer in accordance with the terms of the Transaction Management Agreement, or any successor thereof appointed in accordance with the provisions of

the Transaction Management Agreement.

Proceeds Account Bank: Banco Santander Totta, S.A., with its head office at Rua Áurea, no. 88, 1100-063 Lisbon and registered with the Commercial Registry Office of Lisbon with sole commercial registration and taxpayer number 500 844 321, in its capacity as the bank at which the Proceeds Account is held.

Accounts Bank: Banco Santander, S.A., a public limited company (*sociedad anónima*), incorporated under the laws of Spain, having its registered office at Paseo de Pereda 9-12 39004 Santander, Spain, with Tax Identification Number A-39000013, in its capacity as Accounts Bank to the Issuer in accordance with the terms of the Accounts Agreement, or any successor thereof appointed in accordance with the provisions of the Accounts Agreement.

Common Representative: Elavon Financial Services DAC, a designated activity company registered in Ireland with the Companies Registration Office, with registration number 418442, having its registered office at Building 8, Cherrywood Business Park, Loughlinstown, Dublin 18, Ireland, in its capacity as common representative of the Noteholders pursuant to Article 65 of the Securitisation Law in accordance with the Conditions and the Common Representative Appointment Agreement.

Back–Up Servicer Facilitator: Santander Consumer Finance S.A., a public limited liability company (*sociedad anónima*), incorporated under the laws of Spain, having its registered office at Avenida de Cantabria s/n 28660 Boadilla del Monte (Madrid), with Spanish Tax Identification Number (C.I.F.) A-28122570, LEI code 5493000LM0MZ4JPMGM90 and registered with the Register of the Bank of Spain under number 0224, in its capacity as Back-Up Servicer Facilitator in accordance with the terms of the Receivables Servicing Agreement.

Paying Agent: Deutsche Bank AG, Sucursal em Portugal, with its registered office at Rua Castilho, No. 20, 1250-069 Lisbon, Portugal and registered with the Commercial Registry Office of Lisbon under the sole commercial registration and taxpayer number 980 459 079, in its capacity as Paying Agent to the Issuer in accordance with the terms of the Paying Agency Agreement, or any successor thereof appointed in accordance with the provisions of the Paying Agency Agreement.

Agent Bank: U.S. Bank Global Corporate Trust Limited, a limited liability company, incorporated under the laws of the United Kingdom, having its registered office at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, with registration number 05521133, in its

	capacity as Agent Bank in accordance with the terms of the Paying Agency Agreement, or any successor thereof appointed in accordance with the terms of the Paying Agency Agreement.
Cap Counterparty:	Banco Santander, S.A., a public limited company (*sociedad anónima*), incorporated under the laws of Spain, having its registered office at Paseo de Pereda 9-12 39004 Santander, Spain, with Tax Identification Number A-39000013, in its capacity as Cap Counterparty in accordance with the terms of the Cap Agreement.
Rating Agencies:	Fitch and Moody's.
Information on the direct and indirect ownership or control between the Transaction Parties	The Back-Up Servicer Facilitator is the majority shareholder of the Originator and the Servicer, owning 100% of their share capital, directly and indirectly. The Back-Up Servicer Facilitator, the Originator, the Servicer and the Proceeds Account Bank are part of the SCF Group, whose ultimate parent company is Banco Santander, that acts as the Arranger, the Lead Manager, the Accounts Bank and the Cap Counterparty. Deutsche Bank Aktiengesellschaft is the sole shareholder of the Issuer. The Paying Agent is the Portuguese branch of Deutsche Bank Aktiengesellschaft. The Transaction Manager and Agent Bank and the Common Representative are indirectly wholly-owned subsidiaries of U.S. Bancorp and part of the same corporate group. The Common Representative is not in a group (*grupo*) or control (*domínio*) relationship with the Issuer or the Originator, in accordance with Article 65 of the Securitisation Law and Article 357(4) of the Portuguese Companies Code.

There are no potential conflicts of interest that are material to the issuance of the Notes between any duties of the persons listed above and their private interests.

PRINCIPAL FEATURES OF THE NOTES

The following is a summary of certain aspects of the Notes of which prospective Noteholders should be aware. This summary is not intended to be exhaustive and prospective Noteholders should read the detailed information set out in this document and reach their own views prior to making any investment decision.

Notes:

The Issuer intends to issue on the Closing Date in accordance with the terms of the Common Representative Appointment Agreement and the Conditions the following Notes:

€466,100,000 Class A Floating Rate Notes due 2035 (the "**Class A Notes**");

€65,900,000 Class B Floating Rate Notes due 2035 (the "**Class B Notes**");

€55,000,000 Class C Floating Rate Notes due 2035 (the "**Class C Notes**");

€13,000,000 Class D Fixed Rate Notes due 2035 (the "**Class D Notes**");

€6,600,000 Class E Fixed Rate Notes due 2035 (the "**Class E Notes**");

€1 Variable Funding Note due 2035 (the "**VFN**"); and

€3,600,000 Class X Notes due 2035 (the "**Class X Notes**").

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the VFN and the Class X Notes are together referred to as the "**Notes**".

The Notes will be governed by the Conditions.

Issue Price:

The issue price for the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the VFN and the Class X Notes will be 100% (one hundred per cent.) of their nominal amount.

Form and Denomination:

The Notes will be in book-entry (*forma escritural*) and nominative (*nominativas*) form and issued in denominations of € 100,000 (with the exception of the VFN which will be issued with a denomination of €1 (one euro)) and will be registered with Interbolsa, as operator and manager of the Portuguese securities depository system (Central de Valores Mobiliários or "**CVM**"), and held through the accounts of Interbolsa Participants.

Eurosystem Eligibility:

The Class A Notes are intended to be held in a manner which will allow Eurosystem eligibility. This means that the Class A Notes are intended upon issue to be registered with Interbolsa as operator and manager of CVM and does not necessarily mean that the Class A Notes will be 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. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Status and Ranking:	The Notes will constitute direct limited recourse obligations of the Issuer.

The Notes in each Class rank *pari passu* without preference or priority amongst themselves. The ranking between each Class (except for the VFN) varies throughout the course of the Transaction in accordance with the relevant Payment Priorities and, in case of the VFN, in accordance with the VFN Repayment.

The Notes (with the exception of the VFN) represent the right to receive interest (or, in the case of the Class X Notes, the Class X Distribution Amount) and principal payments from the Issuer in accordance with the Conditions, the Common Representative Appointment Agreement and the relevant Payment Priorities. The VFN is a non-interest bearing variable funding note which represents the right to receive principal payments from the Issuer in accordance with the Conditions, the Common Representative Appointment Agreement and the VFN Repayment .

Repayment of principal on the Class A Notes, Class B Notes, Class C Notes and Class D Notes will be made in accordance with the Pre-Enforcement Principal Payment Priorities. Payment of interest on the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes, repayment of principal due on the Class X Notes and Class E Notes and payment of the Class X Distribution Amount will be made in accordance with the Pre-Enforcement Interest Payment Priorities. Repayment of principal on the VFN will be made in accordance with the VFN Repayment.

On each Interest Payment Date during the Revolving Period, in the event there is any Revolving Period Principal Target Amortisation Amount after payment of items *second* and *third* of the Pre-Enforcement Principal Payment Priorities, the Issuer will cause such Revolving Period Principal Target Amortisation Amount to be applied in or towards the repayment of principal on the Class A Notes, Class B Notes, Class C Notes and Class D Notes made *pari passu* and on a *pro rata* basis until all the Class A Notes, Class B Notes, Class C Notes and Class D Notes have been redeemed.

On each Interest Payment Date after the end of the Revolving Period and prior to the occurrence of a Subordination Event, the Issuer will cause any Pro-Rata Amortisation Ratio Amount available for this purpose on such Interest Payment Date to be applied in or towards the repayment of principal on the Class A Notes, Class B Notes, Class C Notes and Class D Notes, as applicable, made *pari passu* and on a *pro rata* basis until all the Class A Notes, Class B Notes, Class C Notes and Class D Notes have been redeemed.

On each Interest Payment Date after the occurrence of a

Subordination Event, the Issuer will cause any Principal Target Amortisation Amount available for this purpose on such Interest Payment Date to be applied in or towards the repayment of principal on the Class A Notes, Class B Notes, Class C Notes and Class D Notes made sequentially by redeeming all principal due on the Class A Notes and thereafter by redeeming all principal due on the Class B Notes and thereafter by redeeming all principal due on the Class C Notes and thereafter by redeeming all principal due on the Class D Notes.

Both during the Revolving Period and after the Revolving Period, payment of interest on the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes, payment of principal due on the Class X Notes (except for € 1,000 (one thousand euros), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions), payment of principal due on the Class E Notes up to the Class E Notes Target Amortisation Amount and payment of the Class X Distribution Amount will be made sequentially and in accordance with the Pre-Enforcement Interest Payment Priorities.

All payments of interest due on the Class A Notes will rank in priority to payments of interest due on the Class B Notes, Class C Notes, Class D Notes and Class E Notes, to payment of principal due on the Class X Notes (except for € 1,000 (one thousand euros), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions), to payment of principal due on the Class E Notes up to the Class E Notes Target Amortisation Amount and to payment of the Class X Distribution Amount.

All payments of interest due on the Class B Notes will rank in priority to payments of interest due on the Class C Notes, Class D Notes and Class E Notes, to payment of principal due on the Class X Notes (except for € 1,000 (one thousand euros), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions), to payment of principal due on the Class E Notes up to the Class E Notes Target Amortisation Amount and to payment of the Class X Distribution Amount.

All payments of interest due on the Class C Notes will rank in priority to payments of interest due on the Class D Notes and Class E Notes, to payment of principal due on the Class X Notes (except for € 1,000 (one thousand euros), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions), to payment of principal due on the Class E Notes up to the Class E Notes Target Amortisation Amount and to payment of the Class X Distribution Amount.

All payments of interest due on the Class D Notes will rank in priority to payments of interest due on the Class E Notes, to payment of principal due on the Class X Notes (except for € 1,000 (one thousand euros), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions), to payment of principal due on the Class E Notes up to the Class E Notes Target Amortisation Amount and to payment of the Class X Distribution Amount.

All payments of interest due on the Class E Notes will rank in priority to payment of principal due on the Class X Notes (except for € 1,000 (one thousand euros), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions), to payment of principal due on the Class E Notes up to the Class E Notes Target Amortisation Amount and to payment of the Class X Distribution Amount.

Payment of principal due on the Class X Notes (except for € 1,000 (one thousand euros), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions) will rank in priority to payment of principal due on the Class E Notes up to the Class E Notes Target Amortisation Amount and to payment of the Class X Distribution Amount.

Payment of principal due on the Class E Notes up to the Class E Notes Target Amortisation Amount will rank in priority to payment of the Class X Distribution Amount.

Payment of principal due on the VFN (except for €1 (one euro), which may be redeemed on the Final Legal Maturity Date (or the date on which an early redemption occurs in accordance with the Conditions) will occur only to the extent that on any Interest Payment Date prior to the delivery of an Enforcement Notice there is a Commingling Reserve Ledger Excess Amount.

Payment Priorities:

Prior to the service of an Enforcement Notice, all payments of interest (or, in the case of the Class X Notes, the Class X Distribution Amount) and principal due on the Notes (with the exception of the VFN) will be made in accordance with the Pre-Enforcement Interest Payment Priorities and the Pre-Enforcement Principal Payment Priorities.

After the servicing of an Enforcement Notice all payments of interest (or, in the case of the Class X Notes, the Class X Distribution Amount) and principal due on the Notes (with the exception of the VFN) will be made in accordance with the Post-Enforcement Payment Priorities.

Limited Recourse:

All obligations of the Issuer to the Noteholders or to the Transaction Parties in respect of the Notes or the other Transaction Documents, including, without limitation, the Issuer Obligations, are limited in recourse and, as set out in Condition 8 (*Limited Recourse*), the Noteholders and/or the Transaction Parties will only have a claim in respect of the Transaction Assets and will not have any claim, by operation of law or otherwise, against, or recourse to, any of the Issuer's other assets or its contributed capital.

Statutory Segregation in relation to the Notes and Issuer's Obligations: The Notes and any Issuer's Obligations will have the benefit of the statutory segregation provided for by Article 62 of the Securitisation Law which establishes that the assets and liabilities of the Issuer in respect of each transaction entered into by the Issuer are completely segregated from the other assets and liabilities of the Issuer.

Use of Proceeds: On or about the Closing Date, the Issuer will apply the net proceeds of the Notes as follows:

(a) the proceeds of the issue of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, in or towards payment to the Originator of the Initial Purchase Price for the purpose of purchasing the Initial Receivables Portfolio pursuant to the Receivables Sale Agreement;

(b) the proceeds of the issue of the Class E Notes, in or towards funding of the Reserve Account up to the Reserve Amount;

(c) the proceeds of the issue of the Class X Notes, in or towards payment of the up-front premium to the Cap Counterparty, payment of the initial up-front transaction expenses and in on towards payment to the Originator of the Initial Purchase Price to the extent not covered by point (a) above; and

(d) any excess amount will be transferred to the Payment Account.

The proceeds of the VFN, at issuance or once increased, will be credited to the Reserve Account and recorded in the Commingling Reserve Ledger and will be used to protect the Issuer in case of the occurrence of a Commingling Event. The VFN will be issued on the Closing Date with a nominal amount of €1 (one euro) and will be subscribed for by the Notes Purchaser. The Issuer may increase the Principal Amount Outstanding and the nominal amount of the VFN up to the Commingling Reserve Ledger Required Amount on an Interest Payment Date after the occurrence of a Commingling Reserve Trigger Event, provided that an increase of the Principal Amount Outstanding and the nominal amount of the VFN may only occur to the extent that (i) such increase is in compliance with the required level of the Issuer's own funds as provided for in the Securitisation Law, (ii) Interbolsa's systems allow for such increase, and (iii) the Notes Purchaser has sufficient funds to pay to the Issuer the amount corresponding to the then increased Principal Amount Outstanding and nominal amount of the VFN.

Rate of Interest: The Class A Notes, the Class B Notes and the Class C Notes will represent entitlements to payment of interest in respect of each successive Interest Period from the Closing Date at an annual rate in respect of each Class equal to EURIBOR for three-month euro deposits or, in the case of the first Interest Period, at a rate equal to the interpolation of the EURIBOR three to six-month euro deposits, plus the following margins:

Class A Notes	0.75% (zero point seventy-five per cent.)
Class B Notes	2.00% (two per cent.)
Class C Notes	3.00% (three per cent.)

The Class D Notes and the Class E Notes will represent entitlements to payment of interest in respect of each successive Interest Period from the Closing Date, at an annual rate equal to the following:

Class D Notes	7.25% (seven point twenty-five per cent.)
Class E Notes	8.00% (eight per cent.)

VFN: The VFN will be issued with the nominal amount of €1 (one euro), which may be increased in accordance with the terms set out herein and will not bear interest.

Class X Distribution Amount: In respect of any Interest Payment Date, the Class X Notes will bear an entitlement to payment of the Class X Distribution Amount in the amount calculated by the Transaction Manager to be paid from the Available Interest Distribution Amount on the relevant Interest Payment Date. This amount will only be payable to the extent that funds are available to the Issuer for that purpose under the Pre-Enforcement Interest Payment Priorities.

Interest Period: Interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes and the Class X Distribution Amount will be paid quarterly in arrear. Interest will accrue from, and including, the immediately preceding Interest Payment Date (or, in the case of the First Interest Payment Date, the Closing Date) to, but excluding, the relevant Interest Payment Date.

Interest Payment Date: Interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes and the Class X Distribution Amount are payable on 25 November 2020 and thereafter will be payable quarterly in arrear on the 25th (twenty-fifth) day of February, May, August and November in each year (or, if such day is not a Business Day, the next succeeding Business Day).

Deferral of Interest: In the event that, on any Interest Payment Date, the Available Interest Distribution Amount is not sufficient to pay the interest accrued on the

Class A Notes, Class B Notes, Class C Notes and, prior to the occurrence of a Cumulative Default Ratio Trigger Event, Class D Notes and/or Class E Notes according to the Pre-Enforcement Interest Payment Priorities, such interest will be paid with Available Principal Distribution Amount in accordance with item *first* of the Pre-Enforcement Principal Payment Priorities. The amounts that the Noteholders have not received, except for interest on the Class A Notes, will be paid on the following Interest Payment Date on which the Available Interest Distribution Amount is sufficient to make such payment in accordance with the Pre-Enforcement Interest Payment Priorities. Such unpaid interest amount will not accrue additional interest.

Business Day:

For the purposes of payments under the Notes, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System ("**TARGET 2**") is open for the settlement of payments in euro (a "**TARGET 2 Settlement Day**") or, if such TARGET 2 Settlement Day is not a day on which banks are open for business in Lisbon, London and Madrid, the next succeeding TARGET 2 Settlement Day on which banks are open for business in Lisbon, London and Madrid; and

For any other purpose, any day on which banks are open for business in Lisbon and London.

Final Redemption:

Unless the Notes have previously been redeemed in full as described in the Conditions, the Notes will be redeemed by the Issuer on the Final Legal Maturity Date at their Principal Amount Outstanding (together with accrued interest and any Class X Distribution Amount, if applicable). If as a result of the Issuer having insufficient amounts of Available Interest Distribution Amount or Available Principal Distribution Amount, as applicable, any of the Notes cannot be redeemed in full or interest due (and, in the case of the Class X, the Class X Distribution Amount) paid in full in respect of such Note, the amount of any principal and/or interest (and, in the case of the Class X, the Class X Distribution Amount) then unpaid shall be cancelled and no further amounts shall be due in respect of the Notes by the Issuer.

Final Legal Maturity Date:

The Interest Payment Date falling on 25 February 2035 or, if such day is not a Business Day, the immediately following day that is a Business Day.

Mandatory Redemption in Part during the Revolving Period:

On each Interest Payment Date during the Revolving Period, in the event there is any Revolving Period Principal Target Amortisation Amount available for this purpose on such Interest Payment Date after payment of items *second* and *third* of the Pre-Enforcement Principal Payment Priorities, the Issuer will cause such Revolving Period Principal Target Amortisation Amount to be applied in or towards the redemption in part of the Class A Notes, Class B Notes, Class C Notes

	and Class D Notes made *pari passu* and on a *pro rata* basis until all the Class A Notes, Class B Notes, Class C Notes and Class D Notes have been redeemed in full.
Mandatory Redemption in Part after the Revolving Period and prior to the occurrence of a Subordination Event:	On each Interest Payment Date after the end of the Revolving Period and prior to the occurrence of a Subordination Event, the Issuer will cause any Pro-Rata Amortisation Ratio Amount available for this purpose on such Interest Payment Date to be applied in or towards the redemption in part of the Class A Notes, Class B Notes, Class C Notes and Class D Notes, as applicable, made *pari passu* and on a *pro rata* basis until all the Class A Notes, Class B Notes, Class C Notes and Class D Notes have been redeemed in full.
Mandatory Redemption in Part after the occurrence of a Subordination Event:	On each Interest Payment Date after the occurrence of a Subordination Event, the Issuer will cause any Principal Target Amortisation Amount available for this purpose on such Interest Payment Date to be applied in or towards the redemption in part of the Class A Notes, Class B Notes, Class C Notes and Class D Notes made sequentially by redeeming all principal due on the Class A Notes and thereafter by redeeming all principal due on the Class B Notes and thereafter by redeeming all principal due on the Class C Notes and thereafter by redeeming all principal due on the Class D Notes.
Mandatory Redemption in Part of the Class X Notes and the Class E Notes:	On each Interest Payment Date, the Issuer will cause any Available Interest Distribution Amount available for this purpose on such Interest Payment Date to be applied in or towards the redemption in part of the Principal Amount Outstanding of the Class X Notes (except for €1,000 (one thousand euros), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions) and the Principal Amount Outstanding of the Class E Notes up to the Class E Notes Target Amortisation Amount, made sequentially and in accordance with the Pre-Enforcement Interest Payment Priorities.
Mandatory Redemption in Part of the VFN:	On each Interest Payment Date, the Issuer will cause any Commingling Reserve Ledger Excess Amount to be applied in or towards the redemption in part of the Principal Amount Outstanding of the VFN (except for €1 (one euro), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions).
Optional Redemption in Whole:	(a) The Issuer may redeem all (but not some) of the Notes in each Class at their Principal Amount Outstanding (together with accrued interest and any Class X Distribution Amount, if applicable) on any Interest Payment Date, when, on the immediately preceding Calculation Date, the Aggregate Principal Outstanding Balance of the Non-Defaulted

Receivables is less than 10% (ten per cent.) of the Aggregate Principal Outstanding Balance of the Initial Receivables as at the Initial Portfolio Determination Date; or

(b) The Issuer may redeem all (but not some) of the Notes in each Class at their Principal Amount Outstanding (together with accrued interest and any Class X Distribution Amount, if applicable) on any Interest Payment Date, when on or after the Closing Date a Tax Change Event occurs; or

(c) The Issuer may redeem all (but not some) of the Notes in each Class at their Principal Amount Outstanding (together with accrued interest and any Class X Distribution Amount, if applicable) on any Interest Payment Date, when on or after the Closing Date a Regulatory Change Event occurs,

subject to, in each case, certain conditions being met as set out in the Conditions and in accordance with the Post-Enforcement Payment Priorities.

Authorised Investments: The Issuer has the right to make Authorised Investments (in compliance with the requirements set out in Article 3 of the CMVM Regulation no. 12/2002, as amended by CMVM Regulation no. 4/2020) using amounts standing to the credit of the Payment Account and the Reserve Account, in accordance with the terms set out in the Transaction Management Agreement. Any Authorised Investments will be disclosed in the Quarterly Investor Report.

Taxation in respect of the Notes: Payment of interest and other amounts due under the Notes will be subject to income taxes, including applicable withholding taxes (if any), and other taxes (if any) and neither the Issuer nor any other person will be obliged to pay additional amounts in relation thereto.

Income generated by the holding (distributions) or transfer (capital gains) of the Notes is generally subject to Portuguese tax for securitisation debt notes (*obrigações*) if the holder is a Portuguese resident or has a permanent establishment in Portugal to which the income might be attributable. Pursuant to Decree-law no. 193/2005, of 7 November, any payments of interest made in respect of the Notes to Noteholders who are not Portuguese residents and do not have a permanent establishment in Portugal to which the income might be attributable will be exempt from Portuguese income tax provided the requirements and procedures for the evidence of non-residence are complied with. The above-mentioned exemption from income tax does not apply to non-resident individuals or companies if the individual's or company's country of residence is any of the jurisdictions listed as tax havens in Ministerial Order no. 150/2004, of 13 February 2004 (as amended from time to time) and with which Portugal does not have a double tax treaty in force or a tax information exchange agreement in force.

For a more detailed description of Tax matters please see the section headed "***Taxation***".

Ratings:

The Class A Notes, the Class B Notes and the Class C Notes are expected to be assigned the following ratings by the Rating Agencies on the Closing Date:

	Fitch	Moody's
Class A Notes	Asf	Aa3 (sf)
Class B Notes	BBBsf	Baa1 (sf)
Class C Notes	BBsf	Ba3 (sf)

It is a condition precedent to the issuance of the Notes that the Class A Notes, the Class B Notes and the Class C Notes receive the above ratings. The Class D Notes, the Class E Notes, the VFN and the Class X Notes are unrated.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the Rating Agencies.

The ratings take into consideration the characteristics of the Receivables and the structural, legal and tax aspects associated with the Class A Notes, the Class B Notes and the Class C Notes, respectively, including the nature of the underlying Assets.

The Rating Agencies' rating of the Class A Notes addresses the likelihood that the Noteholders of the Class A Notes will receive timely payments of interest and ultimate repayment of principal. The Rating Agencies' rating of the Class B Notes and the Class C Notes addresses the likelihood that the Noteholders of the Class B Notes and the Class C Notes will receive ultimate payments of interest and ultimate repayment of principal. The ratings assigned to the Class A Notes, the Class B Notes and the Class C Notes do not represent any assessment of the likelihood or rate of principal prepayments. The ratings do not address the possibility that the holders of the Class A Notes, the Class B Notes and the Class C Notes might suffer a lower than expected yield due to prepayments. The Rating Agencies' ratings address only the credit risks associated with the Transaction. Other non-credit risks such as any change in any applicable law, rule or regulations have not been addressed but may have a significant effect on yield to investors.

Each securities rating should be evaluated independently of any other securities rating. In the event that the ratings initially assigned to the Class A Notes, the Class B Notes and the Class C Notes are subsequently lowered, withdrawn or qualified for any reason, no person or entity will be obliged to provide any credit facilities or credit enhancement to the Issuer for the original ratings to be restored. Any such lowering, withdrawal or qualification of a rating may have an adverse effect on the liquidity and market price of the Notes.

Ratings considerations

The meaning of the ratings assigned to the Notes by Fitch and Moody's can be reviewed at those Rating Agencies' websites: respectively, www.fitchratings.com and www.moodys.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 forecast and should not prevent potential investors from conducting their own analysis of the Notes to be acquired. The ratings are not by any means a rating of the level of actuarial performance.

The abovementioned credit ratings are intended purely as an opinion and should not prevent potential investors from conducting their own analyses of the securities to be acquired.

The Rating Agencies may revise, suspend or withdraw the final ratings assigned at any time, based on any information that may come to their notice.

As of 31 October 2011, Fitch and Moody's are registered and authorised by the ESMA as European Union Credit Rating Agencies in accordance with the provisions of CRA Regulation.

Fitch's ratings of structured finance obligations on the long-term scale consider the obligations' relative vulnerability to default. These ratings are typically assigned to an individual security or tranche in a transaction and not to an issuer.

AAAsf: Highest Credit Quality. 'AAAsf' ratings denote the lowest expectation of default risk. They are assigned only in cases of exceptionally strong capacity for payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.

AAsf: Very High Credit Quality. 'AAsf' ratings denote expectations of very low default risk. They indicate very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.

Asf: High Credit Quality. 'Asf' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.

BBBsf: Good Credit Quality. 'BBBsf' ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity.

BBsf: Speculative. 'BBsf' ratings indicate an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time.

Bsf: Highly Speculative. 'Bsf' ratings indicate that material default risk is present, but a limited margin of safety remains. Financial commitments are currently being met; however, capacity for continued payment is vulnerable to deterioration in the business and economic environment.

Moody's ratings on long-term structured finance obligations primarily address the expected credit loss an investor might incur on or before the legal final maturity of such obligations *vis-à-vis* a defined promise. As such, these ratings incorporate Moody's assessment of the default probability and loss severity of the obligations. Moody's credit ratings address only the credit risks associated with the obligations; other non-credit risks have not been addressed, but may have a significant effect on the yield to investors.

Aaa (sf): Obligations rated 'Aaa (sf)' are judged to be of the highest quality, with minimal credit risk.

Aa (sf): Obligations rated 'Aa (sf)' are judged to be of high quality and are subject to very low credit risk.

A (sf): Obligations rated 'A (sf)' are considered upper-medium grade and are subject to low credit risk.

Baa (sf): Obligations rated 'Baa (sf)' are subject to moderate credit risk. They are considered medium-grade and as such may possess certain speculative characteristics.

Ba (sf): Obligations rated 'Ba (sf)' are judged to have speculative elements and are subject to substantial credit risk.

B (sf): Obligations rated 'B (sf)' are considered speculative and are subject to high credit risk.

Paying Agent: The Issuer will appoint the Paying Agent with respect to payments due under the Notes. The Issuer will procure that, for so long as any Notes are outstanding, there will always be a Paying Agent to perform the functions assigned to it. The Issuer may (with the prior written approval of the Common Representative) at any time, by giving not less than 30 (thirty) calendar days' notice, replace the Paying Agent by one or more reputable and experienced banks or other financial institutions, provided such financial institution is capable of acting as a paying agent pursuant to Interbolsa or other applicable regulations, which will assume such functions. As consideration for performance of the paying agency services, the Issuer will pay the Paying Agent a fee in accordance with the terms of the Paying Agency Agreement.

Transfers of Notes: Transfers of Notes will require appropriate entries in securities accounts, in accordance with the applicable procedures of Interbolsa.

Transfers of interest in the Notes (i) between Euroclear participants, (ii) between Clearstream, Luxembourg participants and (iii) between Euroclear participants, on the one hand, and Clearstream, Luxembourg participants, on the other hand, will be carried out in accordance with procedures established for these purposes by Euroclear and/or Clearstream, Luxembourg, respectively.

Settlement: Settlement of the Notes is expected to be made on or about the Closing Date in accordance with the settlement mechanics and instructions provided in the Paying Agency Agreement.

Listing: Application has been made for the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes to be admitted to trading on Euronext Lisbon.

Simple, Transparent and Standardised Securitisation (STS): It is intended that the Transaction qualifies as an STS Securitisation within the meaning of Article 18 of the Securitisation Regulation and the STS Notification to be submitted to ESMA by the Originator on the Closing Date. The STS Notification, once notified to ESMA, will be available for download on the ESMA STS register website. In relation to the STS Notification, the Originator has been designated as the first contact point for investors and competent authorities.

With respect to an STS Notification, the Originator has used the services of PCS as a verification agent authorised under Article 28 of the Securitisation Regulation in connection with the STS Assessment. It is expected that the STS Assessment prepared by PCS will be available on the PCS Website together with detailed explanations of its scope at https://www.pcsmarket.org/disclaimer. Neither the PCS Website nor the contents thereof form part of this Prospectus.

The STS status of any series of notes is not static and prospective investors should verify the current status of such notes on ESMA's website (https://www.esma.europa.eu).

EU Retained Interest: The Originator will retain on an ongoing basis during the life of the Transaction a material net economic interest of not less than 5% (five per cent.) in the securitisation as required by Article 6(1) of the Securitisation Regulation ("**EU Retained Interest**"). Such retention requirement will be satisfied by the Originator retaining, in accordance with Article 6(3)(c) of the Securitisation Regulation, randomly selected exposures equivalent to not less than 5% (five per cent.) of the nominal value of the Receivables included in the Receivables Portfolio, where such non-securitised exposures would otherwise have been included in the Receivables Portfolio.

The Originator will undertake, *inter alia*, to the Arranger and the Lead Manager in the Subscription Agreement that: (a) it will acquire and retain on an ongoing basis the EU Retained Interest; (b) whilst any of the Notes remain outstanding, it will not sell, hedge or otherwise mitigate its credit exposure to the EU Retained Interest; (c) there will be no arrangements pursuant to which the EU Retained Interest will decline over time materially faster than the Principal Outstanding Balance of the Receivables assigned to the Issuer; (d) it will confirm to the Issuer and the Transaction Manager, on a quarterly basis, that it continues to hold the EU Retained Interest; and (e) it will provide notice to the Issuer, the Common Representative and the Transaction Manager as soon as practicable in the event it no longer holds the EU Retained Interest (see "***Risk Factors — Noteholders to assess compliance with the Securitisation Regulation, CRR Amendment Regulation, and Bank of Portugal Notice 9/2010***").

The Originator has also undertaken to provide, or procure that the Servicer shall provide, to the Issuer, the Common Representative and the Transaction Manager such information as may be reasonably required by the Noteholders to be included in the Investor Report to enable such Noteholders to comply with their obligations pursuant to the Securitisation Regulation, CRR Amendment Regulation and Bank of Portugal Notice 9/2010.

Governing Law: The Notes and the Transaction Documents will be governed by Portuguese law (other than the Cap Agreement, which will be governed by English law).

REGULATORY DISCLOSURES

EU Risk Retention Requirements

The Originator will retain on an ongoing basis during the life of the Transaction the EU Retained Interest. Such retention requirement will be satisfied by the Originator retaining, in accordance with Article 6(3)(c) of the Securitisation Regulation, randomly selected exposures equivalent to not less than 5% (five per cent.) of the nominal value of the Receivables included in the Receivables Portfolio, where such non-securitised exposures would otherwise have been included in the Receivables Portfolio.

Any change to the manner in which the EU Retained Interest is held will be notified to investors. Receivables have not been selected to be sold to the Issuer with the aim of rendering losses on the Receivables sold to the Issuer, measured over a period of 4 (four) years, higher than the losses over the same period on comparable assets held on Santander Consumer Portugal's balance sheet.

Santander Consumer Portugal (as Originator) will undertake, *inter alia*, to the Arranger and the Lead Manager in the Subscription Agreement that: (a) it will acquire and retain on an ongoing basis the EU Retained Interest; (b) whilst any of the Notes remain outstanding, it will not sell, hedge or otherwise mitigate its credit exposure to the EU Retained Interest; (c) there will be no arrangements pursuant to which the EU Retained Interest will decline over time materially faster than the Principal Outstanding Balance of the Receivables assigned to the Issuer; (d) it will confirm to the Issuer and the Transaction Manager, on a quarterly basis, that it continues to hold the EU Retained Interest; and (e) it will provide notice to the Issuer, the Common Representative and the Transaction Manager as soon as practicable in the event it no longer holds the EU Retained Interest.

Transparency under the Securitisation Regulation and confirmations of the Originator

For the purposes of Article 5 of the Securitisation Regulation, the Originator has made available the following information (or has procured that such information is made available): (a) confirmation that the Originator grants all credits giving rise to the Receivables on the basis of sound and well defined criteria and clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes in accordance with Article 9(1) of the Securitisation Regulation; (b) confirmation that the Originator will retain on an ongoing basis a material net economic interest in accordance with Article 6(3)(c) of the Securitisation Regulation and that the risk retention will be disclosed to investors in accordance with the transparency requirements required by the text of Article 7 of the Securitisation Regulation, as stated above in "***EU Risk Retention Requirements***"; and (c) confirmation that the Originator will make available the information required by Article 7 of the Securitisation Regulation in accordance with the frequency and modalities provided for in such Article.

The Originator confirms that it has made available, prior to pricing:

(i) the information required to be made available under Article 7(1)(a) of the Securitisation Regulation, to the extent such information has been requested by a potential investor;

(ii) the underlying documentation required to be made available under Article 7(1)(b) of the Securitisation Regulation in draft form;

(iii) a cashflow model required to be made available under Article 22(3) of the Securitisation Regulation;

(iv) data on static and dynamic historical default and loss performance covering a period of 5 (five) years required to be made available under Article 22(1) of the Securitisation Regulation; and

(v) a draft of the STS Notification required to be made available under Article 7(1)(d),

(in each case, on the European DataWarehouse website at https://editor.eurodw.eu/ (or any alternative website which conforms to the requirements set out in Article 7(2) of the Securitisation Regulation) (the “**Reporting Website”**).

The Originator further confirms that it has obtained external verification on a sample of the underlying exposures prior to issuance, in accordance with Article 22(2).

EU Disclosure Requirements and Designated Reporting Entity under the Securitisation Regulation

The Originator has provided a corresponding undertaking with respect to: (i) the provision of such investor information and compliance requirements of Article 7(e)(iii) of the Securitisation Regulation by confirming its risk retention as contemplated by Article 6(1) of the Securitisation Regulation as specified in the paragraph above; and (ii) the interest to be retained by the Originator as specified in the introductory paragraph above to the Lead Manager and Arranger in the Subscription Agreement and to the Issuer pursuant to the Receivables Sale Agreement.

For the purposes of Article 7(2) and Article 22(5) of the Securitisation Regulation, the Originator has been designated as the entity responsible for compliance with the requirements of Article 7 together with any guidance published in relation thereto by the European Securities and Markets Authority, including any regulatory and/or implementing technical standards ("**EU Disclosure Requirements**") (“**Designated Reporting Entity**”) and will either fulfil such requirements itself or procure that such requirements are complied with on its behalf, provided that the Designated Reporting Entity will not be in breach of such undertaking if the Designated Reporting Entity fails to so comply due to events, actions or circumstances beyond the Designated Reporting Entity's control. Any reference to the EU Disclosure Requirements shall be deemed to include any successor or replacement provisions of Article 7 of the Securitisation Regulation included in any European Union directive or regulation.

The Designated Reporting Entity will, from the Closing Date:

a) procure that the Transaction Manager prepares, and the Transaction Manager will prepare (to the satisfaction of the Designated Reporting Entity) an investor report 1 (one) Business Day after each Interest Payment Date (a “**Reporting Date**”) in relation to the immediately preceding Calculation Period containing:

   (i) prior to the Reporting Technical Standards Effective Date, the information set out in Annex VIII of the CRA III RTS as required by Article 43(8) of the Securitisation Regulation; and

   (ii) following the Reporting Technical Standards Effective Date, the information required under Article 7(1)(e) of the Securitisation Regulation and the applicable ESMA Disclosure Templates and regulatory technical standards to be published pursuant to Article 7(3) of the Securitisation Regulation (“**RTS**”),

   (the “**Investor Report**”); and

b) procure that the Servicer prepares a quarterly report on each Reporting Date in respect of the relevant Calculation Period, containing:

   (i) prior to the Reporting Technical Standards Effective Date, the information set out in Annex IV of the CRA III RTS as required by Article 43(8) of the Securitisation Regulation; and

   (ii) following the Reporting Technical Standards Effective Date, the information required under the applicable ESMA Disclosure Templates and RTS to be published;

   (the “**Loan-Level Report**” and together with the Investor Report, the “**Securitisation Regulation Reports**”).

The Transaction Manager shall have no responsibility for preparing any Loan-Level Report.

Santander Consumer Portugal (as Originator) shall provide or, as relevant, procure the provision to the Transaction Manager for inclusion in the Securitisation Regulation Reports (or otherwise so that such information can be available to investors) of readily accessible data and information with respect to the provision of such investor information and compliance by Santander Consumer Portugal (as Originator) with the requirements of Article 7(1)(e)(iii) of the Securitisation Regulation, by confirming the risk retention of Santander Consumer Portugal (as Originator) as contemplated by Article 6(1) of the Securitisation Regulation.

Each of the Issuer, the Designated Reporting Entity and the Servicer shall supply to the Transaction Manager all relevant information required in order for the Transaction Manager to prepare the Investor Report.

The Originator shall make available to the investors in the Notes a copy of the final Prospectus and the other final Transaction Documents and the STS Assessment on the Reporting Website and the final Prospectus and the STS Assessment in the investor page of the website of Santander Consumer Portugal (being, as at the date of this Prospectus, https://www.santanderconsumer.pt/investorrelations/), by no later than 15 (fifteen) days after the Closing Date, and any other document or information that may be required to be disclosed to the investors or potential investors in the Notes pursuant to the Securitisation Regulation, in a timely manner (to the extent not already provided by other parties), in each case in accordance with the reporting requirements under Article 7(1)(a) of the Securitisation Regulation. Draft versions of the STS Assessment will be made available prior to the Closing Date. In addition, Santander Consumer Portugal has undertaken to make available to investors in the Notes on the investor page of the website of the Reporting Website, on an ongoing basis and to potential investors in the Notes, upon request, all information required under the first subparagraph of Article 7(1) of the Securitisation Regulation.

The Securitisation Regulation Reports shall be published on the Reporting Website and each such report shall be made available no later than 1 (one) month following the Interest Payment Date following the Calculation Period to which it relates. To the extent any technical standards prepared under the Securitisation Regulation come into effect after the date of this Prospectus and require such reports to be published in a different manner or on a different website, the Designated Reporting Entity shall comply with the requirements of such technical standards when publishing such reports.

For the avoidance of doubt, the Reporting Website, the Securitisation Regulation Reports and the contents thereof do not form part of this Prospectus.

Liability of the Transaction Manager in relation to the EU Disclosure Requirements and Securitisation Regulation Reports

The Transaction Manager does not assume any responsibility for the Designated Reporting Entity's obligations as the entity designated as being responsible for complying with the EU Disclosure Requirements. In providing its services, the Transaction Manager assumes no responsibility or liability to any third party, including, any holder of the Notes or any potential investor in the Notes or any other party, and including for their use or onward disclosure of any information published in support of the Designated Reporting Entity’s reporting obligations, and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents. Any Investor Reports prepared by the Transaction Manager may include disclaimers excluding the liability of the Transaction Manager for information provided therein. The Transaction Manager shall not have any duty to monitor, enquire or satisfy itself as to the veracity, accuracy or completeness of any documentation provided to it in connection with the preparation by it of the Investor Report or the publication by it of the Securitisation Regulation Reports, or whether or not the provision of such information accords with the EU Disclosure Requirements, and the Transaction Manager shall be entitled to rely conclusively upon any instructions given by (and any determination by) the Designated Reporting Entity regarding the same, provided that such instructions are given in accordance with the Transaction Documents, and shall have no obligation, responsibility or liability whatsoever for the provision of information and documentation on the Reporting Website.

SR Repository

Following the appointment by the Designated Reporting Entity of a securitisation repository registered under Article 10 of the Securitisation Regulation ("**SR Repository**"), the Designated Reporting Entity shall be responsible for procuring that each Securitisation Regulation Report, and any other information required to be made available by the Designated Reporting Entity under the Securitisation Regulation, is made available through such SR Repository in accordance with the requirements of Article 7 of the Securitisation Regulation and for the purposes of making available the Securitisation Regulation Reports to the holders of the Notes and the competent authorities, and upon request, potential investors in the Notes. In determining whether a person is a holder of the Notes or a potential investor in the Notes, the Designated Reporting Entity is entitled to rely, without liability, on any certification given by such person that they are a holder of the Notes or, as relevant, a potential investor in the Notes. For the avoidance of doubt, where no SR Repository is registered in accordance with Article 10 of the Securitisation Regulation, the Designated Reporting Entity will make the relevant information described above available through the Reporting Website.

Ongoing monitoring of ESMA Disclosure Templates and ESMA regulatory technical standards under the Securitisation Regulation

The Designated Reporting Entity (and/or their professional advisers on their behalf) will monitor when:

- the Reporting Technical Standards Effective Date occurs; and
- ESMA or any relevant regulatory or competent authority publishes or amends any applicable ESMA Disclosure Templates or applicable ESMA regulatory technical standards under the Securitisation Regulation,

and will notify the Servicer (unless the Designated Reporting Entity is also the Servicer), the Transaction Manager and the Issuer of the same (each such notification, an "**SR Reporting Notification**"). As soon as reasonably practicable following receipt of an SR Reporting Notification:

(a) the Designated Reporting Entity shall propose to the Transaction Manager in writing the form, timing, method of distribution and content of the information required to be disclosed in accordance with the relevant RTS in order to allow such information, where reasonably available, to be included in the Investor Report. The Transaction Manager shall consult with the Designated Reporting Entity and if the Transaction Manager agrees (in its sole discretion, acting in a commercially reasonable manner) to provide such reporting on such proposed terms, the Transaction Manager shall confirm the same in writing to the Issuer and the Designated Reporting Entity and the format of the Investor Report shall be amended as necessary to ensure that the Designated Reporting Entity is satisfied with the form of the Investor Report in the context of compliance with the Designated Reporting Entity's obligations under the Securitisation Regulation. If, following the adoption of the relevant RTS, the Transaction Manager does not agree to provide such assistance, the Designated Reporting Entity shall appoint an agent to provide such reporting. The Issuer will reimburse the Transaction Manager and the Designated Reporting Entity for any costs properly incurred by either of them in connection with any amendments to the format of any such reports. Any such costs will be Issuer Expenses; and

(b) the Servicer will amend the format of the Loan-Level Report. The Issuer will reimburse the Servicer for any costs properly incurred by the Servicer in amending the format of any reports it is required to prepare. Any such costs will be Issuer Expenses.

Information required to be reported under Article 7(1)(f) and (g) to the extent applicable of the Securitisation Regulation

The Designated Reporting Entity will: (a) publish on the Reporting Website (without delay), any information required to be reported pursuant to Article 7(1)(f) and (g) to the extent applicable of the Securitisation Regulation. The Designated Reporting Entity will only be required to publish such information as the Issuer or the Servicer may from time to time notify to it and/or direct it to publish; and (b) within 15 (fifteen) days of the Closing Date make available via the Reporting Website copies of the Transaction Documents and this Prospectus. The Designated Reporting Entity's obligation to publish information required to be reported by the Issuer pursuant to Article 7(1)(f) and (g) to the extent applicable of the Securitisation Regulation shall be conditional upon delivery by the Issuer or the Servicer, to the extent the Issuer or the Servicer becomes aware, of any information falling under Article 7(1)(f) and (g) to the extent applicable of the Securitisation Regulation, provided that the Designated Reporting Entity shall not be required to monitor the price at which any Class of Notes trade at any time.

Disclosure of modifications to the Payment Priorities

Any events which trigger changes in any Payment Priorities and any change in any Payment Priorities which will materially adversely affect the repayment of the Notes will be disclosed by the Designated Reporting Entity without undue delay to the extent required under Article 21(9) of the Securitisation Regulation.

Sufficiency of information

Each prospective investor is required to assess independently and determine the sufficiency of the information described above and in this Prospectus generally for the purposes of complying with Article 5 of the Securitisation Regulation and any national measures which may be relevant and none of the Issuer, the Lead Manager and Arranger, the Transaction Manager, nor any of the other Transaction Parties (other than the Originator to the extent required by Article 22(5) of the Securitisation Regulation): (i) makes any representation that the information described above or in this Prospectus is sufficient in all circumstances for such purposes; (ii) shall have any liability to any such investor or any other person for any insufficiency of such information or any failure of the transactions contemplated herein to comply with or otherwise satisfy the requirements of the Securitisation Regulation or any other applicable legal, regulatory or other requirements; or (iii) shall have any obligation (other than the obligations in respect of Article 6 of the Securitisation Regulation undertaken by Santander Consumer Portugal and the obligations of the Designated Reporting Entity in relation to the EU Disclosure Requirements as referred to above) to enable compliance with the requirements of Article 6 of the Securitisation Regulation or any other applicable legal, regulatory or other requirements. In addition, each prospective investor should ensure that it complies with the implementing provisions (including any regulatory technical standards, implementing technical standards and any other implementing provisions) in their relevant jurisdiction. Investors and prospective investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

Liability cashflow model

Santander Consumer Portugal (as Originator) has prior to pricing, as required by Article 22(3) of the Securitisation Regulation, made available to potential investors (through the website of the European DataWarehouse at https://editor.eurodw.eu/) a cashflow model, either directly or indirectly through one or more entities which provide such cashflow models to investors generally. Santander Consumer Portugal (in its capacity as Originator) shall procure that such cashflow model (i) precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, investors, other third parties and the Issuer, and (ii) is made available to investors in the Notes on an ongoing basis and to potential investors upon request.

Credit granting

As required by Article 9 of the Securitisation Regulation, Santander Consumer Portugal (as Originator) applied to each Receivable the same sound and well-defined criteria for credit granting as Santander Consumer Portugal (as Originator) applied to all other auto loans originated by it. The same clearly established processes for approving and, where relevant, amending, renewing and refinancing the Receivables also apply to all other auto loans originated by Santander Consumer Portugal. Santander Consumer Portugal has in place effective systems to apply such criteria and processes in order to ensure that Santander Consumer Portugal's credit-granting is based on a thorough assessment of the relevant obligor's (including each of the Obligors') creditworthiness, taking appropriate account of the factors relevant to verifying the prospect of the relevant obligor (including the Obligors) meeting his/her obligations under the relevant auto loan (including the Receivables). Additional information on Santander Consumer Portugal's credit granting criteria is included in the section headed "***Originator's Standard Business Practices, Servicing and Credit Assessment***".

Any information which from time to time may be deemed necessary under Articles 5, 6 and 7 of the Securitisation Regulation in accordance with the market practice will be made available through Reporting Website or the SR Repository (once appointed). Such information includes any amendment or supplement of the Transaction Documents and the Prospectus, the draft or, if and once it has been notified to ESMA, the final version of the STS Notification pursuant to Article 27(1) of the Securitisation Regulation, the relevant notice in case the Securitisation ceases to meet the STS requirements or, where competent authorities have taken remedial or administrative actions, information on any other event which may trigger a change in the applicable Payment Priorities. Santander Consumer Portugal has been designated as the first contact point for investors and competent authorities for this purpose.

TRANSACTION OVERVIEW

The information in this section does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in this Prospectus and related documents referred to herein. Prospective investors are advised to read carefully, and should rely solely on, the detailed information appearing elsewhere in this Prospectus and related documents referred to herein in making any investment decision. Capitalised terms used but not defined in this section shall have the meaning given to them elsewhere in this Prospectus.

Purchase of Receivables:	Under the terms of the Receivables Sale Agreement and pursuant to Article 1(3)(c) of the Securitisation Law, on the Closing Date the Originator will, and from time to time, on any Additional Purchase Date, the Originator may, sell and assign to the Issuer and the Issuer will, subject to satisfaction of certain conditions, the Elgibility Criteria and the Global Eligibility Criteria, purchase from the Originator the Receivables Portfolio.
Purchase of Initial Receivables Portfolio on Closing Date:	On the Closing Date the Originator will sell and assign to the Issuer and the Issuer will, subject to satisfaction of certain conditions, the Elgibility Criteria and the Global Eligibility Criteria, purchase from the Originator the Initial Receivables Portfolio.
Consideration for Purchase of the Initial Receivables Portfolio:	In consideration for the sale and assignment of the Initial Receivables Portfolio, the Issuer will pay the Initial Purchase Price on the Closing Date to the Originator.
Purchase of Additional Receivables Portfolios during the Revolving Period:	During the Revolving Period, on each Additional Purchase Date, the Originator may sell and assign to the Issuer and the Issuer will, subject to satisfaction of certain conditions, the Elgibility Criteria and the Global Eligibility Criteria, purchase from the Originator the Additional Receivables Portfolios.
Consideration for Purchase of Additional Receivables Portfolios:	In consideration for the sale and assignment of each Additional Receivables Portfolio to the Issuer, the Issuer will pay the relevant Additional Purchase Price on each Additional Purchase Date to the Originator.
Eligibility Criteria and Global Eligibility Criteria:	The Initial Receivables Portfolio shall comply with the Eligibility Criteria at the Initial Portfolio Determination Date and at the Closing Date. The Additional Receivables Portfolio shall comply with the Eligibility Criteria at the applicable Additional Portfolio Determination Date and at the applicable Additional Purchase Date. Any Substitute Receivables and each Receivables Contract and respective Obligor related to each Substitute Receivable, shall comply with the Eligibility Criteria at the applicable Substitute Receivables Determination Date and at the applicable Substitution Date. The Receivables Portfolio shall comply with the Global Eligibility Criteria at the Closing Date and each of the Additional Purchase Dates and each of the Substitution Dates.
Revolving Period:	The Revolving Period will commence on (but exclude) the Closing Date and end on

the earlier of (i) (but exclude) the date on which a Revolving Period Termination Event occurs and (ii) (and include) the Interest Payment Date falling on 25 May 2022. If a Revolving Period Termination Event occurs and is remedied thereafter, the Revolving Period shall not recommence as a consequence of such remedy.

For the avoidance of doubt, the mandatory redemption in part of the Notes during the Revolving Period will not imply the termination of the Revolving Period.

Servicing of the Receivables: Pursuant to the terms of the Receivables Servicing Agreement, the Servicer will agree to administer and service the Receivables assigned from time to time by the Originator to the Issuer on behalf of the Issuer and, in particular, to:

(a) collect amounts due in respect thereof;

(b) set interest rates applicable to the Receivables;

(c) administer relationships with the Obligors;

(d) undertake Enforcement Procedures in respect of any Obligors which may default on their obligations under the relevant Receivables.

Servicer Reporting: The Servicer is required to prepare, in a pre-agreed form, and submit on the 8th (eighth) Business Day of the month immediately following each Calculation Date, to the Issuer, the Transaction Manager and the Rating Agencies, a Quarterly Servicer's Report containing, *inter alia*, information as to the Receivables and Collections relating to the Calculation Period which ended prior to such report. The Quarterly Servicer's Report shall form part of the Quarterly Investor Report in a form acceptable to the Issuer, the Transaction Manager and the Common Representative to be made available by the Transaction Manager to, *inter alia*, the Issuer, the Common Representative and the Rating Agencies not less than 6 (six) Business Days prior to each Interest Payment Date.

Provision of Information under the Securitisation Regulation: For the purposes of Article 7(2) of the Securitisation Regulation, the Designated Reporting Entity shall comply with the EU Disclosure Requirements and will either fulfil such requirements itself or procure that such requirements are complied with on its behalf. From the Closing Date, the Designated Reporting Entity will procure that the Transaction Manager prepares, and the Transaction Manager will prepare (to the satisfaction of the Designated Reporting Entity), an Investor Report on each Reporting Date in relation to the immediately preceding Calculation Period containing (i) prior to the Reporting Technical Standards Effective Date, the information set out in Annex VIII of the CRA III RTS as required by Article 43(8) of the Securitisation Regulation; and (ii) following the Reporting Technical Standards Effective Date, the information required under Article 7(1)(e) of the Securitisation Regulation and the applicable ESMA Disclosure Templates and the RTS. Notwithstanding the foregoing, as soon as reasonably practicable following the Reporting Technical Standards Effective Date, the Designated Reporting Entity shall propose to the Transaction Manager in writing the form, timing, method of distribution and content of the information required to be disclosed in accordance with the RTS in order to allow such information, where reasonably available, to be included in the Investor Report. The Transaction Manager shall consult with the

Designated Reporting Entity, and if the Transaction Manager agrees (in its sole discretion acting in a commercially reasonable manner) to provide such reporting on such proposed terms it shall confirm the same in writing to the Issuer and the Designated Reporting Entity and the format of the Investor Report shall be amended as necessary to ensure that the Designated Reporting Entity is satisfied with the form of the Investor Report in the context of compliance with the Designated Reporting Entity's obligations under the Securitisation Regulation. If, following the adoption of the relevant RTS, the Transaction Manager does not agree to provide such assistance, the Designated Reporting Entity shall appoint an agent to provide such reporting. The Issuer will reimburse the Transaction Manager and the Designated Reporting Entity for any costs properly incurred by either of them in connection with any amendments to the format of any such reports. Any such costs will be Issuer Expenses.

The Designated Reporting Entity will also procure from the Closing Date that the Servicer prepares a Loan-Level Report on each Reporting Date in respect of the relevant Calculation Period, containing (i) prior to the Reporting Technical Standards Effective Date, the information set out in Annex IV of the CRA III RTS as required by Article 43(8) of the Securitisation Regulation; and (ii) following the Reporting Technical Standards Effective Date, the information required under the applicable ESMA Disclosure Templates and RTS to be published. The Transaction Manager shall have no responsibility for preparing the Loan-Level Reports.

Santander Consumer Portugal, as Originator (and as Designated Reporting Entity), will be responsible for compliance with Article 7 of the Securitisation Regulation for the purposes of Article 22(5) of the Securitisation Regulation. The Designated Reporting Entity will publish (or ensure the publication of) the Securitisation Regulation Reports (simultaneously with each other) on the Reporting Website. Following the appointment by the Designated Reporting Entity of the SR Repository, the Designated Reporting Entity shall be responsible for procuring that each Securitisation Regulation Report is made available through such SR Repository in accordance with the requirements of Article 7 of the Securitisation Regulation.

Proceeds Account: All amounts received from an Obligor pursuant to a Receivable will be credited by the Servicer to the Proceeds Account. The Proceeds Account is held by the Originator at the Proceeds Account Bank and will be operated by the Servicer in accordance with the terms of the Receivables Servicing Agreement.

No later than the 2nd (second) Business Day of each month, the Servicer will direct the Proceeds Account Bank to transfer to the Payment Account the amount of all Collections credited to the Proceeds Account during the previous month.

Payment Account: On or about the Closing Date the Issuer will establish the Payment Account in its name at the Accounts Bank. The Payment Account will be operated by the Transaction Manager in accordance with the terms of the Accounts Agreement and the Transaction Management Agreement.

A downgrade of the rating of the Accounts Bank below the Minimum Rating will require the Issuer (or the Transaction Manager upon written instruction received

	from the Issuer and acting on its behalf) to within 60 (sixty) calendar days from such downgrade (i) transfer the Payment Account (and the balances standing to the credit thereto including interest accrued thereon up to the date of transfer) to such other bank or banks with at least the Minimum Rating, or (ii) enter into a guarantee of the obligations of the Accounts Bank from another bank with the Minimum Rating (provided that the Rating Agencies are notified of the identity of such other bank). Expenses and costs associated with the replacement of the Accounts Bank due to a downgrade of its rating below the Minimum Rating, as referred above, will be borne by the Accounts Bank. Without prejudice to the above right of the Issuer to appoint a replacement Accounts Bank pursuant to the Accounts Agreement, if the Issuer receives confirmation from the Rating Agencies (at the sole cost of the Accounts Bank) that notwithstanding any downgrade of the rating of the Accounts Bank, the rating of the Rated Notes will not be affected by such downgrade, the Accounts Bank may continue to act as Accounts Bank and the Issuer will not be obliged to procure the transfer of the Payment Account and/or enter into a guarantee with another bank as contemplated above.
Payments from Payment Account on each Business Day:	On each Business Day during a Calculation Period (other than an Interest Payment Date) prior to the delivery of an Enforcement Notice, funds standing to the credit of the Payment Account will be applied by the Transaction Manager on behalf of the Issuer in or towards payment of (but in no order of priority) (i) an amount equal to any payment incorrectly paid or transferred to the Payment Account, identified as such by the Servicer through the Quarterly Servicer's Report (any such payment, an "**Incorrect Payment**"), and (ii) any tax payments.
Reserve Account:	On or about the Closing Date, the Reserve Account will be established with the Accounts Bank in the name of the Issuer into which an amount equal to €6,600,000 (six million, six hundred thousand euros) that is equivalent to 1.1% (one point one per cent.) of the Aggregate Principal Outstanding Balance of the Initial Receivables on the Initial Portfolio Determination Date will be deposited on the Closing Date (to be funded from the proceeds of the issue of the Class E Notes) (the "**Reserve Amount**") and recorded in the General Reserve Ledger. The proceeds of the VFN, at issuance or once increased, will also be credited to the Reserve Account and recorded in the Commingling Reserve Ledger. A downgrade of the rating of the Accounts Bank below the Minimum Rating will require the Issuer (or the Transaction Manager upon written instruction received from the Issuer and acting on its behalf) to within 60 (sixty) calendar days from such downgrade (i) transfer the Reserve Account (and the balances standing to the credit thereto thereto including interest accrued thereon up to the date of transfer) to such other bank or banks with at least the Minimum Rating, or (ii) enter into (a guarantee of the obligations of the Accounts Bank from another bankwith the Minimum Rating (provided that the Rating Agencies are notified of the identity of such other bank). Expenses and costs associated with the replacement of the Accounts Bank due to a downgrade of its rating below the Minimum Rating, as

referred above, will be borne by the Accounts Bank.

Without prejudice to the above right of the Issuer to appoint a replacement Accounts Bank pursuant to the Accounts Agreement, if the Issuer receives confirmation from the Rating Agencies (at the sole cost of the Accounts Bank) that notwithstanding any downgrade of the rating of the Accounts Bank, the rating of the Rated Notes will not be affected by such downgrade, the Accounts Bank may continue to act as Accounts Bank and the Issuer will not be obliged to procure the transfer of the Reserve Account and/or enter into a guarantee with another bank as contemplated above.

Release of Reserve Amount:

On each Interest Payment Date falling on or after 36 (thirty-six) months from the Closing Date, the balance of the Reserve Account recorded in the General Reserve Ledger may be reduced up to the Reserve Account Required Balance.

The Reserve Account Required Balance shall not be decreased on a given Interest Payment Date if the Reserve Account has not been funded to an amount equal to the Reserve Account Required Balance on such preceding Interest Payment Date.

Any amount standing to the credit of the Reserve Account and recorded in the General Reserve Ledger will be credited to the Payment Account on each Interest Payment Date, the Final Legal Maturity Date of the Notes or the date on which all of the Notes are subject to any optional redemption in whole (as applicable) and applied in accordance with the Pre-Enforcement Principal Payments Priorities or Post-Enforcement Payment Priorities (as applicable).

Replenishment of Reserve Account:

On each Interest Payment Date, to the extent that monies are available for the purpose, further amounts (if required) will be credited to the Reserve Account and recorded in the General Reserve Ledger in accordance with the Pre-Enforcement Interest Payment Priorities until the amount standing to the credit thereof and recorded in the General Reserve Ledger equals the Reserve Account Required Balance.

General Reserve Ledger:

The Transaction Manager, on behalf of the Issuer, will establish in its books a General Reserve Ledger pertaining to the Reserve Account, to be credited on the Closing Date with an amount equal to the Reserve Amount.

The Transaction Manager shall, after the delivery of an Enforcement Notice, deduct from the General Reserve Ledger and shall transfer to the Payment Account, to form part of the Post-Enforcement Available Distribution Amount, the amount credited to the General Reserve Ledger to be applied as described under the Post-Enforcement Payment Priorities.

The Transaction Manager shall credit to the General Reserve Ledger on each Interest Payment Date the amount paid to the Reserve Account in accordance with item *tenth* of the Pre-Enforcement Interest Payment Priorities.

Commingling Reserve Ledger:

The Transaction Manager, on behalf of the Issuer, will establish in its books a Commingling Reserve Ledger pertaining to the Reserve Account, to be credited with an amount equal to the proceeds of the VFN, at issuance or once increased.

The VFN will be issued on the Closing Date with a nominal amount of €1 (one euro) and will be subscribed for by the Notes Purchaser. The Issuer may increase the Principal Amount Outstanding and the nominal amount of the VFN up to the Commingling Reserve Ledger Required Amount, on an Interest Payment Date after the occurrence of a Commingling Reserve Trigger Event, provided that an increase of the Principal Amount Outstanding and the nominal amount of the VFN may only occur to the extent that (i) such increase is in compliance with the required level of the Issuer's own funds as provided for in the Securitisation Law, (ii) Interbolsa's systems allow for such increase, and (iii) the Notes Purchaser has sufficient funds to pay to the Issuer the amount corresponding to the then increased Principal Amount Outstanding and nominal amount of the VFN. In the event the Principal Amount Outstanding and the nominal amount of the VFN is increased up to the Commingling Reserve Ledger Required Amount on an Interest Payment Date, the Notes Purchaser shall pay to the Issuer, on such date, the amount corresponding to the then increased Principal Amount Outstanding and nominal amount of the VFN, and the Transaction Manager shall credit such amount to the Reserve Account and record it in the Commingling Reserve Ledger.

If a Commingling Event takes place, an amount equal to the amount of the Interest Collections Proceeds and/or the Principal Collections Proceeds that are subject to such Commingling Event shall be deducted from the Commingling Reserve Ledger and transferred to the Payment Account to form part of the Available Interest Distribution Amount and/or the Available Principal Distribution Amount, as applicable.

On any Interest Payment Date prior to the delivery of an Enforcement Notice, the Commingling Reserve Ledger Excess Amount (if any) shall be deducted from the Commingling Reserve Ledger and transferred to the Payment Account to be applied on such Interest Payment Date in reducing the Principal Amount Outstanding of the VFN (except for €1 (one euro), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions).

The Transaction Manager shall, after the delivery of an Enforcement Notice, transfer to the Payment Account, the amount standing to the credit of the Reserve Account and recorded in the Commingling Reserve Ledger, excluding any amounts to be deducted from the Commingling Reserve Ledger in accordance with the Conditions following a Commingling Event, to be applied toward repayment of the Principal Amount Outstanding of the VFN in accordance with the Conditions.

Principal Deficiency Ledgers: The Transaction Manager, on behalf of the Issuer, will establish in its books a principal deficiency ledger comprising four sub-ledgers (the "**Class A Principal Deficiency Ledger**", the "**Class B Principal Deficiency Ledger**", the "**Class C Principal Deficiency Ledger**", the "**Class D Principal Deficiency Ledger**", and together the "**Principal Deficiency Ledgers**") and, on each Interest Payment Date, the Transaction Manager shall record any Deemed Principal Losses that have occurred in the Calculation Period immediately preceding such Interest Payment Date (the "**Principal Deficiency**") by debiting the Principal Deficiency Ledger as set out below.

Any Principal Deficiency will first be debited to the Class D Principal Deficiency Ledger so long as the debit balance on the Class D Principal Deficiency Ledger is not greater than the Principal Amount Outstanding of the Class D Notes. Thereafter, any Principal Deficiency will be debited to the Class C Principal Deficiency Ledger so long as the debit balance on the Class C Principal Deficiency Ledger is not greater than the Principal Amount Outstanding of the Class C Notes. Thereafter, any Principal Deficiency will be debited to the Class B Principal Deficiency Ledger so long as the debit balance on the Class B Principal Deficiency Ledger is not greater than the Principal Amount Outstanding of the Class B Notes. Thereafter, any Principal Deficiency will be debited to the Class A Principal Deficiency Ledger so long as the debit balance on the Class A Principal Deficiency Ledger is not greater than the Principal Amount Outstanding of the Class A Notes.

Available Interest Distribution Amount:

"**Available Interest Distribution Amount**" means, in respect of any Interest Payment Date, the amount calculated by the Transaction Manager as at the Calculation Date immediately preceding such Interest Payment Date equal to the sum of:

(a) any Interest Collections Proceeds and other interest amounts received by the Issuer as interest payments under or in respect of the Receivables during the Calculation Period immediately preceding such Interest Payment Date (less the amount of any Incorrect Payments made which are attributable to interest), including any insurance-related payments which are attributable to interest and any amount deducted from the Commingling Reserve Ledger to the effect, following a Commingling Event; plus

(b) where the proceeds or estimated proceeds of disposal or, on maturity, the maturity proceeds of any Authorised Investment received in relation to the Calculation Period immediately preceding such Interest Payment Date exceeds the original cost of such Authorised Investment, the amount of such excess together with interest thereon; plus

(c) any amount standing to the credit of the Reserve Account and recorded in the General Reserve Ledger; plus

(d) interest accrued and credited to the Transaction Accounts during the Calculation Period immediately preceding such Interest Payment Date, less any amount paid, including any Third Party Expenses, during the Calculation Period immediately preceding such Interest Payment Date; plus

(e) the remaining Available Principal Distribution Amount after all payments of the Pre-Enforcement Principal Payment Priorities have been made in full; plus

(f) any amounts received by the Issuer under the Cap Agreement and only to the extent the Cap Counterparty defaults in any of its payment obligations under the Cap Transaction and the Cap Agreement is early terminated, the following amounts:

(i) if the Settlement Amount (as this term is defined in the Cap Agreement) is payable by the Cap Counterparty to the Issuer, any amounts held by the Issuer as collateral; or

(ii) if the Settlement Amount (as this term is defined in the Cap Agreement) is payable by the Issuer to the Cap Counterparty and the amounts held by the Issuer as collateral are higher than such Settlement Amount, the amount of collateral held which exceeds the Settlement Amount payable to the Cap Counterparty. For the avoidance of doubt, the Settlement Amount shall be paid by the Issuer to the Cap Counterparty using the collateral amounts held by the Issuer. In the event that such collateral amounts are not sufficient, the Settlement Amount (or the part of the Settlement Amount not covered by the collateral held by the Issuer) shall be paid according the Pre-Enforcement Interest Payment Priorities or the Post-Enforcement Payment Priorities, as applicable.

Pre-Enforcement Interest Payment Priorities: Prior to the delivery of an Enforcement Notice, the Available Interest Distribution Amount determined in respect of the Calculation Period immediately preceding the relevant Interest Payment Date will be applied by the Transaction Manager on such Interest Payment Date in making the following payments or provisions in the following order of priority (the "**Pre-Enforcement Interest Payment Priorities**"), but in each case only to the extent that all payments or provisions of a higher priority that fall due to be paid or provided for on such Interest Payment Date have been made in full:

(a) *first,* in or towards payment *pari passu* and on a *pro rata* basis of the Issuer's liability to tax, in relation to this Transaction, if any;

(b) *second*, in or towards payment *pari passu* and on a *pro rata* basis of the fees, Liabilities and expenses of the Common Representative, including the Common Representative Liabilities;

(c) *third*, in or towards payment *pari passu* and on a *pro rata* basis of the Issuer Expenses;

(d) *fourth*, in or towards payment of the Servicing Fees;

(e) *fifth*, in or towards payment of the Settlement Amount (as this term is defined in the Cap Agreement) if it is payable by the Issuer to the Cap Counterparty, the Cap Counterparty is not a Defaulting Party (as this term is defined in the Cap Agreement) and there is no available collateral for such payment;

(f) *sixth*, in or towards payment *pari passu* and on a *pro rata* basis of the Interest Amount in respect of the Class A Notes;

(g) *seventh*, in or towards payment *pari passu* and on a *pro rata* basis of the Interest Amount and any Deferred Interest Amount Arrears in respect of the Class B Notes, but so that current Interest Amount is paid before any Deferred Interest Amount Arrears in respect of the Class B Notes;

(h) *eighth*, in or towards payment *pari passu* and on a *pro rata* basis of the Interest Amount and any Deferred Interest Amount Arrears in respect of the Class C Notes, but so that current Interest Amount is paid before any Deferred

Interest Amount Arrears in respect of the Class C Notes;

(i) *ninth*, prior to the occurrence of a Cumulative Default Ratio Trigger Event, in or towards payment *pari passu* and on a *pro rata* basis of the Interest Amount and any Deferred Interest Amount Arrears in respect of the Class D Notes, but so that current Interest Amount is paid before any Deferred Interest Amount Arrears in respect of the Class D Notes;

(j) *tenth*, in or towards replenishment of the Reserve Account balance recorded in the General Reserve Ledger up to the Reserve Account Required Balance;

(k) *eleventh*, prior to the occurrence of a Cumulative Default Ratio Trigger Event, in or towards payment *pari passu* and on a *pro rata* basis of the Interest Amount and any Deferred Interest Amount Arrears in respect of the Class E Notes, but so that current Interest Amount is paid before any Deferred Interest Amount Arrears in respect of the Class E Notes;

(l) *twelfth*, in or towards reduction of the debit balance on the Class A Principal Deficiency Ledger until such balance is equal to zero;

(m) *thirteenth*, in or towards reduction of the debit balance on the Class B Principal Deficiency Ledger until such balance is equal to zero;

(n) *fourteenth*, in or towards reduction of the debit balance on the Class C Principal Deficiency Ledger until such balance is equal to zero;

(o) *fifteenth*, following the occurrence of a Cumulative Default Ratio Trigger Event, in or towards payment *pari passu* and on a *pro rata* basis of the Interest Amount and any Deferred Interest Amount Arrears in respect of the Class D Notes, but so that current Interest Amount is paid before any Deferred Interest Amount Arrears in respect of the Class D Notes;

(p) *sixteenth,* in or towards reduction of the debit balance on the Class D Principal Deficiency Ledger until such balance is equal to zero;

(q) *seventeenth,* following the occurrence of Cumulative Default Ratio Trigger Event, in or towards payment pari passu and on a pro rata basis of the Interest Amount and any Deferred Interest Amount Arrears in respect of the Class E Notes, but so that current Interest Amount is paid before any Deferred Interest Amount Arrears in respect of the Class E Notes;

(r) *eighteenth,* in or towards payment of the Settlement Amount (as this term is defined in the Cap Agreement) if it is payable by the Issuer to the Cap Counterparty, the Cap Counterparty is a Defaulting Party (as this term is defined in the Cap Agreement)) and there is no available collateral for such payment;

(s) *nineteenth*, in or towards payment *pari passu* on a *pro rata* basis of the Principal Amount Outstanding of the Class X Notes (except for €1,000 (one thousand euros), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions);

(t) *twentieth*, in or towards payment *pari passu* on a *pro rata* basis of the Principal Amount Outstanding of the Class E Notes up to the Class E Notes Target Amortisation Amount until all the Class E Notes have been redeemed in full; and

(u) *twenty-first*, in or towards payment *pari passu* on a *pro rata* basis of any Class X Distribution Amount due and payable in respect of the Class X Notes,

provided that where on any Interest Payment Date the amount standing to the credit of the Reserve Account and recorded in the General Reserve Ledger exceeds the Reserve Account Required Balance from time to time then after any payment is made under item *tenth* of the Pre-Enforcement Interest Payment Priorities, the amount of such excess shall become part of the Available Principal Distribution Amount.

Available Principal Distribution Amount:

"**Available Principal Distribution Amount**" means, in respect of any Interest Payment Date, the amount calculated by the Transaction Manager as at the Calculation Date immediately preceding such Interest Payment Date equal to the sum of:

(a) the amount of any Principal Collections Proceeds received by the Issuer as principal payments under the Receivables and any Related Security during the Calculation Period immediately preceding such Interest Payment Date (less the amount of any Incorrect Payments made which are attributable to principal), including any insurance-related payments which are attributable to principal and any amount deducted from the Commingling Reserve Ledger to the effect, following a Commingling Event; plus

(b) any amounts standing to the credit of the Payment Account to the extent they relate to any principal amounts; plus

(c) such amount of the Available Interest Distribution Amount as is credited to the Payment Account and which is applied by the Transaction Manager on such Interest Payment Date in reducing the debit balance on the Principal Deficiency Ledgers; plus

(d) any amount standing to the credit of the Reserve Account and recorded in the General Reserve Ledger exceeding the Reserve Account Required Balance after any payment is made under item *tenth* of the Pre-Enforcement Interest Payment Priorities; plus

(e) any amounts subject to Principal Retention on the immediately preceding Interest Payment Date;

Pre-Enforcement Principal Payment Priorities:

Prior to the delivery of an Enforcement Notice, the Available Principal Distribution Amount determined in respect of the Calculation Period immediately preceding a relevant Interest Payment Date (or otherwise the specific amounts as set out below) will be applied by the Transaction Manager on such Interest Payment Date in making the following payments in the following order of priority (the "**Pre-Enforcement Principal Payment Priorities**") but in each case only to the extent that all payments of a higher priority that fall due to be paid on such Interest Payment

Date have been made in full:

(a) *first*, if the Available Interest Distribution Amount is insufficient to pay items *first* to *eleventh* of the Pre-Enforcement Interest Payment Priorities, in or towards payment of items *first* to *eleventh* of the Pre-Enforcement Interest Payment Priorities in the order of priority of the Pre-Enforcement Interest Payment Priorities;

(b) *second*, during the Revolving Period only, the Revolving Period Principal Target Amortisation Amount shall be applied in or towards the purchase of Additional Receivables Portfolios (to the extent such Additional Receivables Portfolios are offered to be sold by the Originator and subject to satisfaction of certain conditions, the Eligibility Criteria and the Global Eligibility Criteria);

(c) *third*, during the Revolving Period only, the Revolving Period Principal Target Amortisation Amount shall be applied in or towards the provision of the Payment Account in the amount of Principal Retention;

(d) *fourth*, during the Revolving Period only, the Revolving Period Principal Target Amortisation Amount shall be applied in or towards payment *pari passu* on a *pro rata* basis of the Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes and Class D Notes until the Class A Notes, Class B Notes, Class C Notes and Class D Notes have been redeemed in full;

(e) *fifth*, after the Revolving Period and prior to the occurrence of a Subordination Event, the Pro-Rata Amortisation Ratio Amount shall be applied in or towards payment *pari passu* on a *pro rata* basis of the Principal Amount Outstanding of the Class A Notes, Class B Notes, Class C Notes and Class D Notes, as applicable, until all the Class A Notes, Class B Notes, Class C Notes and Class D Notes have been redeemed in full;

(f) *sixth*, after the occurrence of a Subordination Event, the Principal Target Amortisation Amount shall be applied in or towards payment *pari passu* on a *pro rata* basis of the Principal Amount Outstanding of the Class A Notes until all the Class A Notes have been redeemed in full;

(g) *seventh*, after the occurrence of a Subordination Event, the Principal Target Amortisation Amount shall be applied in or towards payment *pari passu* on a *pro rata* basis of the Principal Amount Outstanding of the Class B Notes until all the Class B Notes have been redeemed in full;

(h) *eighth*, after the occurrence of a Subordination Event, the Principal Target Amortisation Amount shall be applied in or towards payment *pari passu* on a *pro rata* basis of the Principal Amount Outstanding of the Class C Notes until all the Class C Notes have been redeemed in full; and

(i) *ninth*, after the occurrence of a Subordination Event, the Principal Target Amortisation Amount shall be applied in or towards payment *pari passu* on a *pro rata* basis of the Principal Amount Outstanding of the Class D Notes until all the Class D Notes have been redeemed in full,

provided that, after payment of items *first* to *ninth* of the Pre-Enforcement Principal

Payment Priorities, if there is still any outstanding Available Principal Distribution Amount, then such Available Principal Distribution Amount shall, on the relevant Interest Payment Date, be included in the Available Interest Distribution Amount and deducted from the Available Principal Distribution Amount accordingly.

Post-Enforcement Payment Priorities: Following the delivery of an Enforcement Notice, due to the occurrence of an Event of Default as described in Condition 11.1 (*Events of Default*), the Post-Enforcement Available Distribution Amount will be applied by the Transaction Manager (as agent of the Common Representative) or the Common Representative in making the following payments in the following order of priority (the "**Post-Enforcement Payment Priorities**") but in each case only to the extent that all payments of a higher priority have been made in full:

(a) *first,* in or towards payment *pari passu* and on a *pro rata* basis of the Issuer's liability to tax, in relation to this Transaction, if any;

(b) *second*, in or towards payment *pari passu* and on a *pro rata* basis of fees, Liabilities and expenses of the Common Representative, including the Common Representative Liabilities*;*

(c) *third,* any remuneration due and payable to any receiver of the Issuer and all costs, expenses and charges incurred by such receiver in connection to the Transaction;

(d) *fourth*, in or towards payment of the Settlement Amount (as this term is defined in the Cap Agreement) if it is payable by the Issuer to the Cap Counterparty, the Cap Counterparty is not a Defaulting Party (as this term is defined in the Cap Agreement) and there is no available collateral for such payment;

(e) *fifth,* in or towards payment *pari passu* and on a *pro rata* basis of the Issuer Expenses;

(f) *sixth*, in or towards payment *pari passu* and on a *pro rata* basis of accrued interest on the Class A Notes;

(g) *seventh*, in or towards payment *pari passu* and on a *pro rata* basis of the Principal Amount Outstanding on the Class A Notes until all the Class A Notes have been redeemed in full;

(h) *eighth*, in or towards payment *pari passu* and on a *pro rata* basis of accrued interest on, and any Deferred Interest Amount Arrears in respect of, the Class B Notes;

(i) *ninth*, in or towards payment *pari passu* and on a *pro rata* basis of the Principal Amount Outstanding on the Class B Notes until all the Class B Notes have been redeemed in full;

(j) *tenth*, in or towards payment *pari passu* and on a *pro rata* basis of accrued interest on, and any Deferred Interest Amount Arrears in respect of, the Class C Notes;

(k) *eleventh*, in or towards payment *pari passu* and on a *pro rata* basis of the

Principal Amount Outstanding on the Class C Notes until all the Class C Notes have been redeemed in full;

(l) *twelfth*, in or towards payment *pari passu* and on a *pro rata* basis of accrued interest on, and any Deferred Interest Amount Arrears in respect of, the Class D Notes;

(m) *thirteenth*, in or towards payment *pari passu* and on a *pro rata* basis of the Principal Amount Outstanding on the Class D Notes until all the Class D Notes have been redeemed in full;

(n) *fourteenth*, in or towards payment *pari passu* and on a *pro rata* basis of accrued interest on, and any Deferred Interest Amount Arrears in respect of, the Class E Notes*;*

(o) *fifteenth*, in or towards payment *pari passu* and on a *pro rata* basis of the Principal Amount Outstanding on the Class E Notes until all the Class E Notes have been redeemed in full;

(p) *sixteenth*, in or towards payment of the Settlement Amount (as this term is defined in the Cap Agreement) if it is payable by the Issuer to the Cap Counterparty, the Cap Counterparty is a Defaulting Party (as this term is defined in the Cap Agreement) and there is no available collateral for such payment;

(q) *seventeenth*, in or towards payment *pari passu* and on a *pro rata* basis of the Principal Amount Outstanding on the Class X Notes; and

(r) *eighteenth*, in or towards the payment of any Class X Distribution Amount due and payable in respect of the Class X Notes.

Statutory segregation for the Notes, right of recourse and Issuer Obligations:

The Notes will have the benefit of the statutory segregation provided for by Article 62 of the Securitisation Law which provides that the assets and liabilities (*património autónomo*) in respect of each transaction entered into by the Issuer are completely segregated from the other assets and liabilities of the Issuer.

In accordance with the terms of Article 61 and the subsequent articles of the Securitisation Law the right of recourse of the Noteholders is limited to the Transaction Assets. Accordingly, the obligations of the Issuer in relation to the Notes under the Transaction Documents are limited, in recourse in accordance with the Securitisation Law, to the Transaction Assets.

The Transaction Assets and all amounts deriving therefrom will not be available to creditors of the Issuer other than the Noteholders and the Transaction Creditors and may only be utilised by the Noteholders and the Transaction Creditors in accordance with the terms of the Transaction Documents, including the relevant Payment Priorities. Pursuant to Article 63 of the Securitisation Law, the Noteholders and the Transaction Creditors are also entitled to a statutory privilege over all the Transaction Assets. The rights of the Noteholders and the Transaction Creditors regarding payment of principal and interest under the Notes and payment of the obligations to the Transaction Creditors will, in respect of the Transaction Assets, rank senior to the rights of any other creditor of the Issuer, including any creditor of the Issuer in respect of any other series of notes issued by the Issuer. Both before and after any insolvency event in relation to the Issuer, the Transaction Assets will only be available for the purpose of satisfying the obligations of the Issuer to the Noteholders and the Transaction Creditors in accordance with the terms of the relevant Transaction Documents.

Cap Transaction: On or about the Closing Date, the Issuer will enter into a cap transaction (the "**Cap Transaction**") with the Cap Counterparty. Such Cap Transaction is governed by the 1992 ISDA Master Agreement (Multicurrency – Cross Border) (the "**ISDA Master Agreement**"), the Schedule thereto (the "**ISDA Schedule**"), the 1995 ISDA Credit Support Annex thereto (the "**Credit Support Annex**") and a cap confirmation (the "**Cap Confirmation**" and, together with the ISDA Master Agreement, the ISDA Schedule and the Credit Support Annex, the "**Cap Agreement**"). The Issuer entered into the Cap Transaction in order to hedge its floating interest rate exposure in relation to the Rated Notes. Under the Cap Agreement, the Cap Counterparty will be required to make a payment to the Issuer on each Interest Payment Date, in an amount if positive, equal to the product of:

(1) the Notional Amount (as defined in the Cap Agreement) for the Calculation Period (as defined in the Cap Agreement) related to such Interest Payment Date;

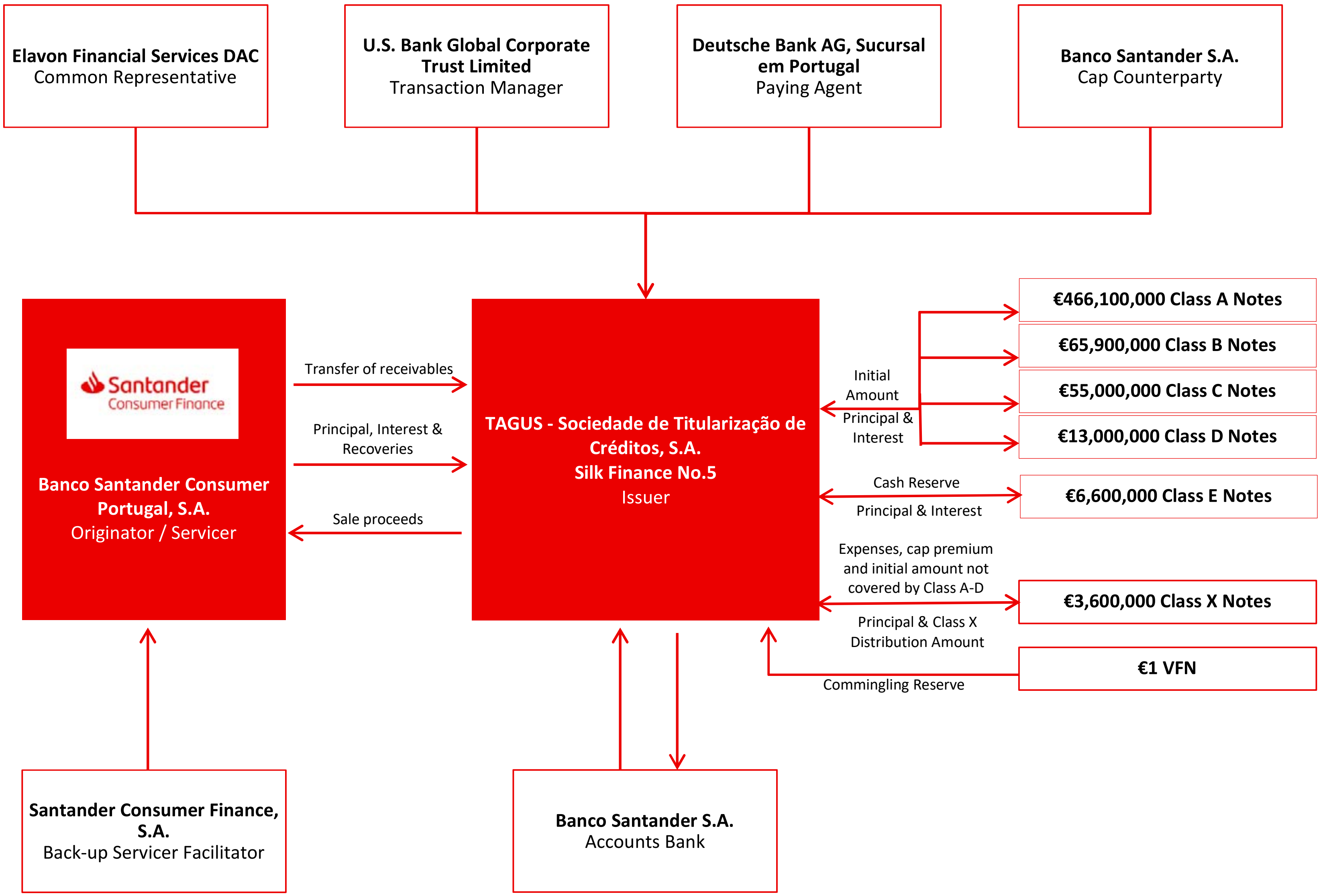
(2) the Floating Rate Day Count Fraction (as defined in the Cap Agreement); and

(3) (i) in relation to the First Interest Payment Date, (a) the rate determined using straight-line interpolation by reference to three month EURIBOR and six month EURIBOR for the number of days in such Calculation Period minus (b) the Strike Rate; and

(ii) on any other Interest Payment Date, (a) 3-month EURIBOR minus (b) the Strike Rate.

The Cap Agreement shall be in force until the earlier of the following dates: (i) the Interest Payment Date on which the Rated Notes are fully redeemed and (ii) the Interest Payment Date falling in August 2029. See "***Overview of Certain Transaction Documents – Cap Transaction***".

TRANSACTION STRUCTURE



DOCUMENTS INCORPORATED BY REFERENCE

The following documents in Portuguese language, which have been filed with the CMVM, shall be incorporated in, and form part of, this Prospectus:

- The auditor's report and audited non-consolidated annual financial statements of the Issuer for the financial year ended 31 December 2018 and 31 December 2019;
- The unaudited non-consolidated interim financial statements of the Issuer for the quarterly period ended 31 March 2020.

Copies of documents incorporated by reference in this Prospectus can be obtained from the registered office of the Issuer and from the specified office of the Paying Agent and are available at www.cmvm.pt.

OVERVIEW OF CERTAIN TRANSACTION DOCUMENTS

The description of certain Transaction Documents set out below is a summary of certain features of such documents and is qualified by reference to the detailed provisions thereof. Noteholders may inspect a copy of the documents described below upon request at the specified office of each of the Common Representative and the Paying Agent.

Receivables Sale Agreement

Purchase of Receivables Portfolio

The Originator has at present and expects to have in the future, payments owed to it under the Receivables Contracts. Each Receivable will be assigned together with the related Receivables Contract and the benefit of the Related Security.

The Initial Receivables Portfolio as at the Initial Portfolio Determination Date and each Additional Receivables Portfolio as at the relevant Additional Purchase Date will be assigned and transferred to the Issuer after selection for inclusion in the Receivables Portfolio without undue delay for the purposes of Article 20(11) of the Securitisation Regulation.

Consideration for purchase of the Receivables Portfolio

Under the terms of the Receivables Sale Agreement, the Originator will sell and assign to the Issuer and the Issuer will, subject to satisfaction of certain conditions, the Eligibility Criteria and the Global Eligibility Criteria, purchase from the Originator the Receivables Portfolio.

The purchase price of the Initial Receivables Portfolio on the Closing Date and of each Additional Receivables Portfolio on each relevant Additional Purchase Date, will be an amount equal to the Initial Purchase Price and the Additional Purchase Price, respectively.

The Receivables Portfolio does not contain transferable securities as defined in point (44) of Article 4(1) of Directive 2014/65/EU, derivative instruments or securitisation positions.

Effectiveness of the Assignment

The sale and assignment of the Initial Receivables Portfolio or each Additional Receivables Portfolio or any Substitute Receivables, as applicable, on the Closing Date, on each relevant Additional Purchase Date or on any Substitution Date, together with the Related Security and each Receivables Contract related to each Substitute Receivable, as applicable, by the Originator to the Issuer in accordance with the terms of the Receivables Sale Agreement will be effective to transfer the full, unencumbered benefit of and right, title and interest (present and future) to the Initial Receivables Portfolio, each Additional Receivables Portfolio or any Substitute Receivables, as applicable, to the Issuer.

No further act, condition or thing to be done in connection therewith to enable the Issuer to require payment of the Receivables comprised therein to the Issuer or to enforce such right in the courts of Portugal other than the notification (by simple courier), on or immediately after the Closing Date, each relevant Additional Purchase Dates or any Substitution Date, as applicable, of the assignment to the Issuer of the Initial Receivables Portfolio, each Additional Receivables Portfolio or any Substitute Receivables, together with the Related Security and each Receivables Contract related to each Substitute Receivable, as applicable, to be given to all the Obligors who have signed Receivables Contracts that require such notification, the registration (if applicable) of the sale and assignment of any related Receivable to the Issuer at the relevant registry office, any formalities that need to be fulfilled in relation to the Related Security and the delivery to the relevant Obligor or Obligors of a Notification Event Notice. The Originator warrants in the Receivables Sale Agreement to, on or immediately after the Closing Date or each relevant Additional Purchase Date or each Substitution Date, as applicable, notify (by simple courier) the assignment of the Initial Receivables Portfolio or each Additional Receivables Portfolio or each Substitute Receivable, the relevant Receivables Contracts and their Related Security, as applicable, to the Issuer to all the Obligors who have signed Receivables Contracts that require such notification.

Notification Event

Following the occurrence of a Notification Event, the Originator shall, at the request of the Issuer and as soon as reasonably practicable, execute and deliver to the Issuer or to its order, at the request of the Issuer: (a) all title deeds, application forms and all other documents in the Originator's possession and which are necessary in order to register (if applicable) the transfer of the Receivables and any Related Security from the Originator to the Issuer, all costs associated thereby to be borne by the Originator, (b) Notification Event Notices addressed to the relevant Obligors and copied to the Issuer in respect of the sale and assignment to the Issuer of each of the Receivables, and (c) such other documents and provide such other assistance to the Issuer as is necessary in order to register (if applicable) the sale and assignment of the Receivables Portfolio to the benefit of the Issuer and notify the relevant Obligors. The Notification Event Notices will instruct the relevant Obligors, with effect from the date of receipt by the Obligors of such Notification Event Notices, to pay for all sums due and payable in respect of the relevant Receivables Contract into an account designated by the Issuer. In the event that the Originator cannot or will not effect such actions, the Issuer is entitled under Portuguese law: (a) to have delivered to it any such documents as referred to above, (b) to complete any such application forms as referred to above and (c) to give any such Notification Event Notices to the Obligors as referred to above.

No further act, condition or thing will be required to be done in connection with the sale and assignment of the Receivables Portfolio to enable the Issuer to require payment of the Receivables or enforcement of any such right in the courts of Portugal other than the notification, on or immediately after the Closing Date and each relevant Additional Purchase Date, as applicable, of the assignment of the Initial Receivables Portfolio or each Additional Receivables Portfolio, as applicable, to the Issuer to the Obligors who have signed Receivables Contracts that require such notification, the registration (if applicable) of the sale and assignment of any related Receivable to the Issuer at the relevant registry office, any formalities that need to be fulfilled in relation to the Related Security and the delivery to the relevant Obligor or Obligors of a Notification Event Notice.

Representations and Warranties

The Originator will, under the Receivables Sale Agreement, in addition to other representations and warranties as to matters of fact and law (including as to matters relating to insolvency), make the following representations and warranties in favour of the Issuer on the Initial Portfolio Determination Date and on Closing Date, in respect of the Initial Receivables Portfolio, on each Additional Portfolio Determination Date and each Additional Purchase Date, in respect of the Additional Receivables Portfolio, and on on any Substitute Receivables Determination Date and Substitution Date (in respect of the Substitute Receivables):

(a) the sale and assignment of the Initial Receivables Portfolio on the Closing Date, of each Additional Receivables Portfolio on each relevant Additional Purchase Date and of each Substitute Receivables, the relevant Receivables Contracts and their Related Security on each relevant Substitution Date, pursuant to the Receivables Sale Agreement:

    (i) constitutes a valid and binding sale and assignment of credits pursuant to the Securitisation Law between the Originator and the Issuer,

    (ii) transfers, in accordance with the Receivables Sale Agreement, the legal and economic title of such Receivables Portfolio (and any Collections in respect thereof) to the Issuer, without notice of such sale and assignment being served upon the relevant Obligor (other than to the Obligors who have signed Receivables Contracts that require such notification) and so that such Receivables Portfolio (and any Collections in respect thereof) will not form part of the Originator's estate in liquidation,

will be effective to pass to the Issuer full, unencumbered benefit of and right, title and interest (present or future) to the Receivables Portfolio (including any Collections and other rights in connection therewith, as well as all Related Security),

No further act, condition or thing will be required to be done in connection therewith to enable the Issuer to require payment of the Receivables or the enforcement of any such right in the courts of Portugal, other than the notification (by simple courier), on or immediately after the Closing Date and each relevant Additional Purchase Date or Substitution Date, as applicable, of the assignment to the Issuer of the Initial Receivables Portfolio or the Additional Receivables Portfolio or the Substitute Receivables, the relevant Receivables Contracts and their Related Security, as applicable, to the Obligors who have signed Receivables Contracts that require such notification, the registration (if applicable) of the sale and assignment of any related Receivable to the Issuer at the relevant registry office, any formalities that need to be fulfilled in relation to the Related Security and the delivery to the relevant Obligor or Obligors of a Notification Event Notice;

(b) so far as it is aware, no Obligor has, in connection with the Receivables Contracts asserted, and no circumstances as at the Closing Date and the relevant Initial Portfolio Determination Date, Additional Portfolio Determination Date and Additional Purchase Date or any Substitute Receivables Determination Date and Substitution Date, as applicable, exist as a result of which any Obligor would be entitled to assert, (i) any lien, counterclaim, right of rescission, set-off, retention, subordination, compensation or balance of accounts; or (ii) any defence to payment of any amount due or to become due or performance of any other obligation due under the relevant Receivables Contract except any assertion of a lien, counterclaim, right of rescission, set-off, retention, compensation, subordination or balance of accounts or a defence to payment or performance which is (i) invalid, so far as it is aware, having taken appropriate legal advice, or (ii) has been resolved prior to the Initial Portfolio Determination Date, the relevant Additional Portfolio Determination Date or Substitute Receivables Determination Date (as applicable), or (iii) permitted under the terms fo the relevant Receivables Contract;

(c) each Initial Receivable was, at the date of execution of the relevant Receivables Contract under which it arises, and is, as at the Initial Portfolio Determination Date and the Closing Date, an Eligible Receivable;

(d) each Additional Receivable was, at the date of execution of the relevant Receivables Contract under which it arises, and is, as at the relevant Additional Portfolio Determination Date and the relevant Additonal Purchase Date, an Eligible Receivable;

(e) each Substitute Receivable was, as at the date of execution of the relevant Receivables Contract under which it arises, and is, as at the relevant Substitute Receivables Determination Date and the relevant Substitution Date, an Eligible Receivable

(f) each Receivables Contract pertaining to the Initial Receivable was, as at its date of execution, and is, as at the Initial Portfolio Determination Date and the Closing Date, an Eligible Receivables Contract;

(g) each Receivables Contract pertaining to the Additional Receivable was, as at its date of execution, and is, as at the relevant Additional Portfolio Determination Date and the relevant Additional Purchase Date, an Eligible Receivables Contract;

(h) each Obligor was, as at the date of execution of the Receivables Contract pertaining to the Initial Receivable, the Additional Receivable or the Substitute Receivable to which it is a party, and is, as at the relevant Initial Portfolio Determination Date, Additional Portfolio Determination Date or Substitute Receivables Determination Date, as applicable, and as at the Closing Date, the relevant Additional

Purchase Date or the relevant Substitution Date, as applicable, an Eligible Obligor.

(i) the Originator's entry into and the execution of the Receivables Sale Agreement and the performance by it of its obligations therunder will not conflict with or constitute a breach by it of Its constitutive documents, any Portuguese law or any agreement, indenture, contract, mortgage, deed or other instrument to which it is a party or which is binding on it or any of its assets;

(j) 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 100% (one hundred per cent.) on an individual exposure basis.

In accordance with the terms of the Receivables Sale Agreement, the Originator will make certain representations and warranties in respect of the Initial Receivables Portfolio, any Additional Receivables Portfolio and any Substitute Receivables, including statements to the following effect which together constitute the "**Eligibility Criteria**":

a) *Eligible Receivables*

Each of the Receivables is an "**Eligible Receivable**" that complies with all of the following:

(i) was originated in the ordinary course of business by the Originator pursuant to the Originator's underwriting standards and origination procedures, Lending Criteria and Credit and Collection Policies that are no less stringent than those applied by the Originator at the time of origination to similar exposures that are not included in the Receivables Portfolio, and the Originator was, at the time of the origination of such Receivable, a financial institution, allowed to perform this activity under Decree-Law no. 298/92, of 31 December;

(ii) is not the subject of any dispute, right of set-off, counterclaim, defence or claim existing or pending against the Originator;

(iii) is legally and beneficially solely owned by the Originator, is not subject, either totally or partially, to any lien, assignment, charge or pledge to any third parties or are otherwise in a condition that could be foreseen to affect the enforceability of the sale and assignment to the Issuer, free from any adverse claims in favour of any person other than the Originator (including, without limitation, one which has not been, in part or in whole, pledged, mortgaged, charged, assigned, discounted, subrogated or seized or attached or transferred in any way and is otherwise free and clear of any liens or other encumbrances);

(iv) may be freely sold and transferred by way of sale and assignment under the laws of the Portuguese Republic in particular, the Securitisation Law and the Securitisation Regulation;

(v) is not subject to any restriction that would affect the origination, enforceability or assignability of such Receivable, is freely assignable without restriction pursuant to the terms of the relevant Receivables Contract;

(vi) is payable in monthly instalments;

(vii) is not a Defaulted Receivable or a Delinquent Receivable and is not considered by the Originator as being in default within the meaning of Article 178(1) of the CRR, as further specified by the Delegated Regulation on the materiality threshold for credit obligations past due developed in accordance with Article 178 of the CRR and by the European Banking Authority Guidelines on the application of the definition of default developed in accordance with Article 178(7) of the CRR;

(viii) is not marketed or underwritten on the premise that the loan applicant or, as applicable, any intermediary, was made aware that the information provided might not be verified by the Originator;

(ix) the Originator has full recourse to the Obligor and to any guarantor of the Obligor under the relevant Receivables Contract;

(x) can be segregated and identified for ownership purposes on and after the date of its sale and assignment;

(xi) is an amortising, interest bearing Receivable arising in connection with the financing of the acquisition of Assets and originated and arising exclusively in the Originator’s ordinary course of business with the related Eligible Obligors;

(xii) is denominated in Euro;

(xiii) is owned by an Eligible Obligor from whom the Originator has not accepted any deposits;

(xiv) has its final Instalment Due Date on or before the date falling 36 (thirty-six) months prior to the Final Legal Maturity Date;

(xv) has a new or used automobile as the underlying Asset;

(xvi) constitutes an unconditional and irrevocable obligation of the relevant Eligible Obligor to pay the full sums of principal, interest and other amounts stated on the respective Instalment Due Dates thereof and is collectable in accordance with Article 587 paragraph 1 of the Portuguese Civil Code;

(xvii) the Instalment Due Dates of which have not been extended from the original Instalment Due Dates, except when such extension has been made under a Temporary Moratoria that has ceased to apply to such Receivables prior to the Initial Portfolio Determination Date, the relevant Additional Portfolio Determination Date or the relevant Substitute Receivables Determination Date, as applicable

(xviii) has not been refinanced or renegotiated and the related Receivables Contract of which has not been replaced, substituted or novated whether due to default on the part of the related Obligor or otherwise;

(xix) if it is a fixed rate Receivable, accrues interest at a rate which is not lower than 3% (three per cent.);

(xx) if it is a floating rate Receivable, has a margin over EURIBOR which is not lower than 3% (three per cent.);

(xxi) is a debt, the rights in which can be transferred by way of sale and assignment under the Securitisation Law to the Issuer as contemplated in the Transaction Documents;

(xxii) has been created in compliance with all applicable laws, requirements of Bank of Portugal and regulations, as applicable, and is not in breach of Portuguese consumer legislation;

(xxiii) is processed in terms that comply with the Data Protection Laws and all relevant formalities in connection with the sale thereof have been obtained and are in full force and effect;

(xxiv) constitutes a legal, valid, binding and enforceable obligation of the related Eligible Obligor to pay all amounts due and payable or to become due and payable under such Receivable;

(xxv) has an original term to maturity not exceeding 120 (one hundred and twenty) months;

(xxvi) at least one of its instalments has been paid;

(xxvii) its payment is required to be made under the French amortisation system, under the terms of the relevant Receivables Contract;

(xxviii) any Collections received in its respect can be identified as being so attributable on the business day of receipt thereof;

(xxix) on the Initial Portfolio Determination Date, in respect of an Initial Receivable included in the Initial Receivables Portfolio, or on the relevant Additional Portfolio Determination Date, in respect of an Additional Receivable included in any Additional Receivables Portfolio, or on the relevant Substitute Receivables Determination Date, in respect of a Substitute Receivable, it is not under a Temporary Moratoria; and

(xxx) is not in arrears.

b) *Eligible Receivables Contracts*

Each Receivables Contract is an "**Eligible Receivables Contract**" if it complies with all the following criteria:

(i) has been duly executed by the relevant Obligor or Obligors and the Originator and constitutes the legal, valid, binding and enforceable obligations of the relevant Obligor or Obligors and the Originator;

(ii) has been entered into in the ordinary course of the Obligor's business, on arms' length commercial terms;

(iii) on the Initial Portfolio Determination Date, in respect of Receivables Contracts related to an Initial Receivable included in the Initial Receivables Portfolio, on the relevant Additional Portfolio Determination Date, in respect of Receivables Contracts related to an Additional Receivable included in any Additional Receivables Portfolio, or on the relevant Substitute Receivables Determination Date, in respect of Receivables Contracts related to the relevant Substitute Receivables, is not subject to a waiver or amendment in any material aspect of its terms (including due to default of the relevant Obligor);

(iv) on the Initial Portfolio Determination Date, in respect of Receivables Contracts related to an Initial Receivable included in the Initial Receivables Portfolio, on the relevant Additional Portfolio Determination Date, in respect of Receivables Contracts related to an Additional Receivable included in any Additional Receivables Portfolio, or on the relevant Substitute Receivables Determination Date, in respect of Receivables Contracts related to the relevant Substitute Receivables, is not affected by any Temporary Moratoria;

(v) is governed by and subject to the laws of Portugal;

(vi) has been entered into in compliance with the laws of Portugal;

(vii) has been entered into in writing on the terms of the standard documentation of the Originator without any modification or variation thereto other than as would be acceptable to a Prudent Lender;

(viii) does not include any contractual restrictions on assignment; and

(ix) is fully disbursed and is not a revolving credit agreement.

c) *Eligible Obligors*

Each Obligor is an "**Eligible Obligor**" if it complies with all the following criteria:

(i) to the best of the Originator's knowledge and based on information published on the *Central de Responsabilidades de Crédito* of the Bank of Portugal, as at the date of origination, has not been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment or has not undergone a debt-restructuring process with regard to his non-performing exposures;

(ii) to the best of the Originator's knowledge, at the time of origination of the relevant Receivables Contract, neither (i) appeared on a register available to the Originator of persons with an adverse credit history nor (ii) had a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made was significantly higher than for comparable exposures held by the Originator which are not included in the Receivables Portfolio;

(iii) the assessment of its creditworthiness was conducted in accordance with the requirements set out in paragraphs 1 to 4, item (a) of paragraph 5, and paragraph 6 of Article 8 of Directive 2008/48/EC;

(iv) is a customer of the Originator named in a Receivables Contract evidencing a Receivable and is granted credit in accordance with the relevant Credit and Collection Policies;

(v) if it is (i) a legal person, is incorporated in Portugal and its goods or property are located in Portugal and/or (ii) a natural person, is resident in Portugal;

(vi) no recovery proceedings or court actions have been commenced against such Obligor in connection with the relevant Receivables Contract;

(vii) is responsible for the performance of payments in respect of the Receivables;

(viii) has complied with all applicable requirements of the Bank of Portugal and is not, and has not been subject to any investigation or proceedings in connection with money laundering; and

(ix) is not an employee of the Originator, the Arranger or any of their Affiliates.

d) *Global Eligibility Criteria*

In accordance with the terms of the Receivables Sale Agreement, the Originator make certain representations and warranties that on the Closing Date, each Additional Purchase Date and any Substitute Date, the Receivables Portfolio must comply with the following criteria ("**Global Eligibility Criteria**"):

(i) no single Obligor represents 0.05% (zero point zero five per cent.) or more of the Aggregate Principal Outstanding Balance of all the Non-Defaulted Receivables included in the Receivables Portfolio;

(ii) the Aggregate Principal Outstanding Balance of the Non-Defaulted Receivables for the purpose of purchasing used cars is not more than 50% (fifty per cent.) of the Aggregate Principal Outstanding Balance of all the Non-Defaulted Receivables included in the Receivables Portfolio;

(iii) the Aggregate Principal Outstanding Balance of the Non-Defaulted Receivables from companies is not more than 15% (fifteen per cent.) of the Aggregate Principal Outstanding Balance of all Non-Defaulted the Receivables included in the Receivables Portfolio;

(iv) the Aggregate Principal Outstanding Balance of the Non-Defaulted Receivables in respect of which the related Obligors are residents in the same district (*distrito*) is not more than 30% (thirty per cent.) of the Aggregate Principal Outstanding Balance of all the Non-Defaulted Receivables included in the Receivables Portfolio;

(v) the Aggregate Principal Outstanding Balance of the Non-Defaulted Receivables in respect of which the related Obligors are residents in any of the 3 (three) districts (*distritos*) with higher Obligors' concentration is not more than 70% (seventy per cent.) of the Aggregate Principal Outstanding Balance of all the Non-Defaulted Receivables included in the Receivables Portfolio;

(vi) the weighted average remaining term of the Aggregate Principal Outstanding Balance of the Non-Defaulted Receivables included in the Receivables Portfolio does not exceed 84 (eighty-four) months;

(vii) the weighted average annual margin over EURIBOR of floating rate Non-Defaulted Receivables included in the Receivables Portfolio is equal to or greater than 5.5% (five point five per cent.); and

(viii) the weighted average annual nominal rate of return of fixed rate Non-Defaulted Receivables included in the Receivables Portfolio is equal to or greater than 5.5% (five point five per cent.);

The Originator will also make the following representations and warranties in relation to compliance with its Lending Criteria:

(i) At the time of origination of a Receivable, the underlying assets intended to be charged to secure the repayment of such Receivable were in all material respects of the kind permitted under its Lending Criteria for new business in force at the time of origination;

(ii) Prior to originating a Receivable, the nature and amount of such Receivable and the circumstances of the relevant Obligor satisfied its Lending Criteria in force and effect and applicable by the Originator at the time of origination;

(iii) Any changes to the Lending Criteria over time have not affected the homogeneity of the Receivables Portfolio (as determined in accordance with Article 20(8) of the Securitisation Regulation and Articles 1(a)(v), (b), (c) and (d) and 2(4)(b) of Commission Delegated Regulation 2019/1851); and

(iv) Any material change to the Lending Criteria after the date of the Receivables Sale Agreement which would affect the homogeneity (as determined in accordance with Article 20(8) of the Securitisation Regulation and Articles 1(a)(v), (b), (c) and (d) and 2(4)(b) of Commission Delegated Regulation 2019/1851) of the Receivables Portfolio, or which would materially affect the overall credit risk or the expected average performance of the Receivables Portfolio, or any other material change to the Lending Criteria after the date of this Agreement which is required to be disclosed under Article 20(10) of the Securitisation Regulation, will (to the extent such change affects the Receivables Portfolio from time to time) be disclosed (along with an explanation of the rationale for such changes being made) to investors and the Rating Agencies by the Originator without undue delay.

Investors should be aware that the Lending Criteria apply to all receivables originated by the Originator, including those which are included in the Receivables Portfolio.

Breach of Receivables Warranties

If there is a breach of any of the Receivables Warranties, the Originator shall immediately notify the Issuer of such breach and upon becoming aware thereof in accordance with the terms of the Receivables Sale Agreement. If, in the opinion of the Common Representative upon advice received, at the cost of the Issuer, from a reputable Portuguese counsel selected by the Common Representative and pre-approved by the Originator (such approval not to be unreasonably delayed or withheld) and in form and substance satisfactory to the Commom Representative, could (without limitation, having regard to whether a loss is likely to be incurred in respect of the Receivable to which the breach relates) have a Material Adverse Effect on any of the Assigned Rights in respect of such Receivable, and if such breach is capable of remedy, the Originator will be under the obligation to remedy such breach within 45 (fourty five) calendar days after having received written notice of such breach from the Issuer or from the Common Representative (as applicable).

If, in the opinion of the Common Representative, upon advice received at the cost of the Issuer (which, for the avoidance of doubt, shall be considered an Issuer Expense) from a reputable Portuguese counsel selected by the Common Representative and pre-approved by the Originator and in form and substance satisfactory to it, such breach is not capable of remedy, or, if capable of remedy, is not remedied within the 45 (fourty five) calendar day period, the Originator shall repurchase or cause a Third-Party Purchaser, to the extent permitted by the Securitisation Law, to repurchase the relevant Receivables in accordance with the terms of the Receivables Sale Agreement.

If there is a breach of any of the Originator's Representations and Warranties (without prejudice to, the rights in respect of breach of, a Receivables Warranty), the Originator is under the obligation to pay a Compensation Payment to the Issuer in accordance with the terms of the Receivables Sale Agreement.

This shall not result in the Originator guaranteeing that the replacement or the repurchase of the affected Receivables will be successfully completed (in accordance with the EBA statement on additional supervisory measures in the COVID-19 pandemic issued by EBA from time to time and particularly on 22 April 2020).

Consideration for re-assignment

The consideration payable by the Originator or a Third-Party Purchaser, as the case may be, to the Issuer for the re-assignment of any Receivable shall be equal to the Repurchase Price.

If a Receivable expressed to be included in the Receivables Portfolio has never existed or has ceased to exist (including as a result of the full repayment by the respective Obligor) so that it is not outstanding on the date on which it is due to be assigned or re-assigned, the Originator shall, on demand, fully indemnify the Issuer against any and all Liabilities suffered by the Issuer by reason of the breach of the relevant Receivables Warranty relating to or otherwise affecting that given Receivable up to the amount paid by the Issuer for that Receivable plus an amount equal to accrued interest in respect of such amount (less any principal amounts already received by the Issuer in respect of that given Receivable which has ceased to exist, including, for the avoidance of doubt, any full repayment of a Receivable by the relevant Obligor). However, the Originator shall not be obliged to accept a re-assignment of the relevant Receivable.

Pursuant to the Receivables Sale Agreement, the Originator may, instead of repurchasing a Receivable from the Issuer or indemnifying the Issuer, require the Issuer to accept as consideration for the re-assignment or indemnity payment, as the case may be, the sale and assignment of Substitute Receivables from the Originator subject to the terms of the Receivables Sale Agreement such that the Aggregate Principal Outstanding Balance of such Substitute Receivables shall be equal to the consideration in cash or indemnity payment that would have been payable by the Originator to the Issuer. The Substitute Receivables will be required to meet the Eligibility Criteria and the Global Eligibility Criteria at the time of assignment to the Issuer.

In the event that a Temporary Moratoria is granted in respect of any Receivables after the assignment of the relevant Receivable to the Issuer, the Originator will (unless the exposure arising out of such Receivable has already been classified as stage 2 or 3 according to IFRS9 at the moment of the application of the moratorium) substitute or, if such substitution is not possible (due to the lack of eligible receivables available for substitution), repurchase such Receivable(s) affected by Temporary Moratoria in accordance with the Receivables Sale Agreement.

The Originator's ability to repurchase Receivables does not constitute active portfolio management within the meaning of Article 20(7) of the Securitisation Regulation.

Revolving Period

During the Revolving Period, subject to the terms of the Receivables Sale Agreement, it is envisaged that the Issuer will acquire Additional Receivables Portfolios from the Originator.

On each Additional Purchase Date, in accordance with the Pre-Enforcement Principal Payment Priorities, the Revolving Period Principal Target Amortisation Amount will be used by the Issuer for the purchase of Additional Receivables Portfolios, subject to complying with the Eligibility Criteria and the Global Eligibility Criteria as at the relevant Additional Purchase Date and to the satisfaction of certain conditions as described in the Receivables Sale Agreement and as set out below:

(i) the Revolving Period remains in effect at the time of, and would not be ended as a result of, such acceptance;

(ii) the Offer is delivered no later than 6.00 (six) p.m. on the 2nd (second) working day after the Additional Portfolio Determination Date immediately preceding the relevant Additional Purchase Date;

(iii) on the relevant Additional Purchase Date, all Additional Conditions Precedent are met;

(iv) no Potential Event of Default has occurred or will occur as a result of such acceptance;

(v) each of the Originator's Representations and Warranties is true and correct as at the relevant Additional Portfolio Determination Date and the relevant Additional Purchase Date and none of them will be breached as a result of such acceptance;

(vi) it specifies the relevant Additional Purchase Price as calculated by the Originator;

(vii) the Originator is not required to make payments to the Issuer on account of Taxes in respect of the relevant Additional Receivables Portfolio specified in such Offer pursuant to the Receivables Sale Agreement or the Receivables Servicing Agreement;

(viii) on the relevant Additional Purchase Date, the Issuer has received and retains in the Payment Account, free and clear of any claims, a sufficient Revolving Period Principal Target Amortisation Amount to purchase the relevant Additional Receivables Portfolio specified in such Offer in accordance with the Pre-Enforcement Principal Payment Priorities;

(ix) each of the Transaction Documents is in full force and effect and has not been terminated or cancelled for any reason and no Event of Default, after giving effect to any applicable grace or remedy period, occurred and is continuing or will occur as a result of such acceptance; and

(x) no Servicer Event has occurred and is continuing;

If a Revolving Period Termination Event occurs and is remedied thereafter, the Revolving Period shall not recommence as a consequence of such remedy.

Obligor Set-off

Pursuant to the terms of the Receivables Sale Agreement, the Originator will, on demand, pay to the Issuer, on the 2nd (second) Business Day of the month following receipt of such demand, an amount equal to the amount of any reduction in any amount payable by an Obligor in respect of any Assigned Rights against the Issuer, as a result of any exercise of any right of set-off, counterclaim or any other similar right or action by any Obligor against the Issuer which has arisen on or prior to the Closing Date (regarding Assigned Rights included in the Initial Receivables Portfolio) or on or prior to the Additional Purchase Date (regarding Assigned Rights included in the Additional Receivables Portfolio), as the case may be, in respect of any debt due or owing by the Originator to such Obligor or alleged to be so due and owing.

Undertakings for the EU Retained Interest

The Originator will undertake, in relation to Article 6(1) of the Securitisation Regulation, the CRR Amendment Regulation and Bank of Portugal Notice 9/2010:

a) to retain the EU Retained Interest until the Principal Amount Outstanding of the Notes is reduced to €0 (zero euros);

b) to confirm to the Issuer and the Transaction Manager, on a quarterly basis, that it continues to hold the EU Retained Interest;

c) to provide notice to the Issuer, the Transaction Manager and the Common Representative as soon as practicable in the event it no longer holds the EU Retained Interest;

d) that there will be no arrangements pursuant to which the EU Retained Interest will decline over time materially faster than the Principal Outstanding Balance of the Receivables assigned to the Issuer;

e) not to sell, hedge or otherwise mitigate its credit exposure to the EU Retained Interest whilst any of the Notes are still outstanding; and

f) to provide, or procure that the Servicer shall provide to the Issuer, the Common Representative and the Transaction Manager such information as may be reasonably required by the Noteholders to be included in the Investor Report to enable such Noteholders to comply with their obligations pursuant to the Securitisation Regulation, CRR Amendment Regulation and Bank of Portugal Notice 9/2010.

The Originator will represent and warrant that, as at the Closing Date or each relevant Additional Purchase Date, as applicable, there are no arrangements pursuant to which the EU Retained Interest will decline over time materially faster than the Principal Outstanding Balance of the Receivables assigned to the Issuer.

In addition, the Originator will make certain acknowledgments, representations and warranties in respect of U.S. Risk Retention Rules.

Applicable law and jurisdiction

The Receivables Sale Agreement and all non-contractual obligations arising from or connected with it will be governed by and construed in accordance with the laws of the Portuguese Republic. To the extent permitted by Portuguese law, the courts of Lisbon will have exclusive jurisdiction to settle any dispute that may arise in connection with the Receivables Sale Agreement.

Receivables Servicing Agreement

Servicing and Collection of Receivables

Pursuant to the terms of the Receivables Servicing Agreement, the Issuer will appoint the Servicer to provide certain services relating to the servicing of the Receivables Portfolio and the collection of the Receivables.

The Servicer is duly licensed by the Bank of Portugal as a credit institution with registered office in Portugal. The Servicer is an entity which is subject to prudential, capital and liquidity regulation in Portugal and it has regulatory authorisation and permissions which are relevant to the provision of servicing in relation to the Receivables and other receivables originated by the Originator which are not sold to the Issuer.

The Servicer has significantly more than 5 (five) years of experience in the servicing of loans similar to those included in the Receivables Portfolio. The Servicer's risk management policies, procedures and controls relating to the servicing of the Receivables Portfolio (1) are well documented and adequate, and (2) have been assessed by the Originator's risk management department and validated by the Originator's risk control committee.

Under the terms of the Receivables Servicing Agreement, the Servicer will agree to perform its obligations with all due care, skill and diligence and in good faith and as it would if it were the owner of the Receivables acting as a prudent lender in administering the Receivables and in accordance with Servicer's Operating Procedures and enforcement policies as they apply to the Receivables Portfolio from time to time. As such, the Servicer will agree to service the Receivables Portfolio in the same way as comparable loans which are not included in the Receivables Portfolio.

Servicer's Duties

The duties of the Servicer will be set out in the Receivables Servicing Agreement, and will include, but not be limited to:

(a) servicing and administering the Receivables;

(b) complying with the Servicer's Operating Procedures and servicing the Receivables Portfolio in the same way as comparable loans which are not included in the Receivables Portfolio;

(c) servicing and administering the cash amounts received in respect of the Receivables, including transferring such amounts to the Payment Account no later than on the 2nd (second) Business Day of each month following the month of receipt of such amounts in the Proceeds Account;

(d) preparing periodic reports for submission to the Issuer and the Transaction Manager in relation to the Receivables Portfolio in an agreed form, including reports on delinquency and default rates;

(e) collecting amounts due in respect of the Receivables Portfolio;

(f) setting interest rates applicable to the Receivables in accordance with and subject to the terms of the Receivables Sale Agreement and the Receivables Servicing Agreement;

(g) administering relationships with the Obligors; and

(h) in accordance with the Enforcement Procedures and the Credit and Collection Policies, take such action as may be determined by the Servicer to be necessary or desirable (including, if necessary, court proceedings) against any Obligor in relation to a Defaulted Receivable.

The Servicer is required to prepare and submit on the 8th (eighth) Business Day of the month immediately following each Calculation Date, to the Issuer, the Transaction Manager and the Rating Agencies, a Quarterly Servicer's Report in the pre-agreed form containing information as to the Receivables and Collections (including any Incorrect Payments and a brief summary of the Receivables Contracts subject to modification) relating to the Calculation Period which ended prior to such report being prepared. The Quarterly Servicer's Report forms part of the Quarterly Investor Report in a form acceptable to the Issuer, the Transaction Manager and the Common Representative and which shall be made available by the Transaction Manager to, *inter alia*, the Issuer, the Common Representative and the Rating Agencies not less than 6 (six) Business Days prior to each Interest Payment Date. In addition, the Servicer shall prepare and deliver, no later than the 5th (fifth) calendar day of each calendar month, a Monthly Servicer's Report together with a Monthly Portfolio Information Report to the Issuer.

The Servicer is required to prepare a Loan-Level Report on each Reporting Date in respect of the relevant Calculation Period, containing (i) prior to the Reporting Technical Standards Effective Date, the information set out in Annex IV of the CRA III RTS as required by Article 43(8) of the Securitisation Regulation; and (ii) following the Reporting Technical Standards Effective Date, the information required under the applicable ESMA Disclosure Templates and RTS to be published.

Approach to Arrears Management

When performing its Services, including the collection of proceeds and management of credits entering in arrears and/or forbearance in respect of the Receivables Portfolio, the Servicer agrees to comply with the Servicer's

Operating Procedures which reflect the Credit and Collection Policies setting out the remedies and actions relating to delinquency and default of Obligors, debt restructuring, forgiveness, forbearance, payment holidays, losses, charge-offs and other asset-performance remedies and procedures for dealing with asset and collection recoveries. If necessary, and in accordance with the terms of the Receivables Servicing Agreement, the Servicer shall, in accordance with the Enforcement Procedures, take such action as may be determined by the Servicer to be necessary or desirable (including, if necessary, court proceedings) against any Obligor in relation to a Defaulted Receivable.

See section of the Prospectus headed "***Originator´s Standard Business Practices, Servicing and Credit Assessment" -"Recovery processes and Arrears management approach***" for further information on Credit and Collection Policies.

Back-Up Servicer Facilitator

Under the Receivables Servicing Agreement, Santander Consumer Finance agrees to act as Back-Up Servicer Facilitator and no fees will be charged by Santander Consumer Finance for the provision of the services of the Back-Up Servicer Facilitator under the Receivables Servicing Agreement.

The Back-Up Servicer Facilitator will be required to (i) upon receipt of a Servicer Event Notice or a Servicer Resignation Notice, use its best endeavours in the selection of a successor servicer satisfying the requirements set out in the Receivables Servicing Agreement and willing to assume the duties of a successor servicer in the event a Servicer Termination Notice or Servicer Resignation Notice is delivered, (ii) review the information provided to it by the Servicer under the Receivables Servicing Agreement after the occurrence of a Servicer Event or delivery of a Servicer Resignation Notice, (iii) verify and confirm that the terms of any replacement servicing agreement require the successor servicer to put in place new direct debit mandates, (iv) notify the Servicer if it requires further assistance after the occurrence of a Servicer Event or delivery of a Servicer Resignation Notice and (v) assist the Servicer in the delivery of Notification Event Notices and/or in setting up alternative payment arrangements with the Obligors in the event a Servicer Termination Notice or Servicer Resignation Notice is delivered.

Sub-Contractor

The Servicer may appoint any SCF Group company as its sub-contractor and may appoint any other person as its sub-contractors to carry out certain sub-contractible Services subject to certain conditions specified in the Receivables Servicing Agreement, including, but not limited to, the Servicer retaining liability towards the Issuer for services performed by any sub-contractor. In certain circumstances the Issuer may request the Servicer to assign rights which the Servicer may have against a sub-contractor.

The Originator does not have any discretionary rights of repurchase.

Amendments and Variations

The Servicer covenants in the Receivables Servicing Agreement that it will not agree to any amendment, variation or waiver of any Material Term of a Receivables Contract included in the Receivables Portfolio other than an amendment or variation made while Enforcement Procedures are being taken in respect of such Receivables Contract or as otherwise agreed by the parties to the Receivables Servicing Agreement and other than those variations or amendments that are imposed by law. To the extent that an amendment, variation or waiver is made in relation to a Material Term in a Receivables Contract included in the Receivables Portfolio while Enforcement Procedures are being taken regarding such Receivables Contract, which leads to the respective Receivable becoming current again, such Receivable will be considered a Defaulted Receivable.

Disposal of Defaulted Receivables

The Servicer may, on behalf of the Issuer, prior to or after the beginning of the Enforcement Procedures, sell or otherwise transfer or dispose of Receivables classified as Defaulted Receivables as the Servicer may deem to correspond to the best servicing of the Receivables in question, to the extent that, cumulatively: (i) the transfer is made in the terms authorised by the Securitisation Law and its constitutive documents, (ii) the transfer is made at a price calculated based on market price as at the relevant time, and (iii) the transfer is made in accordance with the Servicer's Operating Procedures.

Servicing Fee

As consideration for the provision of the Services to the Issuer, the Servicer (or, if applicable, a successor servicer) will receive a Servicing Fee equal to an annual rate of in an amount equal to 0.25% (zero point twenty-five per cent.) of the Aggregate Principal Outstanding Balance of the Receivables as at the 1st (first) day of the preceding Calculation Period and payable on a quarterly basis in arrear by the Issuer on each Interest Payment Date, subject to the applicable Payment Priorities.

Representations and Warranties

The Servicer will make certain representations and warranties in the Receivables Servicing Agreement, including (but not limited to) the following:

(i) The Servicer is an entity which is subject to prudential, capital and liquidity regulation in Portugal and it has regulatory authorisation and permissions which are relevant to the provision of servicing in relation to the Receivables Portfolio and other loans originated by the Originator which are not sold to the Issuer;

(ii) The Servicer has significantly more than 5 (five) years of experience in servicing of loans similar to those included in the Receivables Portfolio; and

(iii) The Servicer's risk management policies, procedures and controls relating to the servicing of the Receivables Portfolio (1) are well documented and adequate and (2) have been assessed by the risk management department of the Originator, and validated by the risk control committee of the Originator.

Covenants of the Servicer

The Servicer will be required to make certain covenants in favour of the Issuer in accordance with the terms of the Receivables Servicing Agreement relating to itself and any sub-contractor and its entering into the relevant Transaction Documents to which it is a party.

Servicer Event

The following events will be "**Servicer Events**" under the Receivables Servicing Agreement, the occurrence of which will entitle the Issuer to serve a notice on the Servicer (a "**Servicer Event Notice**") immediately or at any time after the occurrence of a Servicer Event:

a) *Non-payment*: default is made by the Servicer in ensuring the payment on the due date of any payment required to be made by the Servicer under the Receivables Servicing Agreement and such default continues unremedied for a period of 5 (five) Business Days after the earlier of the Servicer becoming aware of the default or receipt by the Servicer of written notice from the Issuer requiring the default to be remedied; or

b) *Breach of other obligations*: without prejudice to (a) above:

    (i) default is made or delay occurs by the Servicer in the performance or observance of any of its other covenants and obligations under the Receivables Servicing Agreement; or

    (ii) any of the Servicer Representations and Warranties proves to be untrue, incomplete or incorrect;

or

(iii) any certification or statement made by the Servicer in any certificate or other document delivered pursuant to the Receivables Servicing Agreement proves to be untrue,

and in each case (A) such default or such warranty, certification or statement proving to be untrue, incomplete or incorrect is reasonably expected to have a Material Adverse Effect, and (B) (if such default is capable of remedy) such default continues unremedied for a period of 15 (fifteen) Business Days after the earlier of the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Issuer requiring the same to be remedied; or

c) *Unlawfulness*: it is or it becomes unlawful, under Portuguese law, for the Servicer to perform or comply with any of its material obligations under the Receivables Servicing Agreement; or

d) *Force Majeure*: if the Servicer is prevented or severely hindered from complying with its obligations under the Receivables Servicing Agreement as a result of a Force Majeure Event; or

e) *Insolvency Event*: any Insolvency Event occurs in relation to the Servicer; or

f) *Material adverse change*: a material adverse change occurs in the financial condition of the Servicer since the date of the latest audited financial statements of the Servicer which, in the justified opinion of the Issuer, impairs due performance of the obligations of the Servicer under the Receivables Servicing Agreement as and when the same fall due; or

g) *Withdrawal of the Servicer's authorisation to carry on its business*: if the Bank of Portugal intervenes under Title VIII of RGICSF into the regulatory affairs of the Servicer where such intervention could lead to the withdrawal by the Bank of Portugal of the Servicer's authorisation to carry on its business or otherwise withdraws the authorisation of the Servicer.

After receipt by the Servicer of a Servicer Event Notice but prior to the delivery of a notice terminating the appointment of the Servicer under the Receivables Servicing Agreement (the "**Servicer Termination Notice**") or after receipt by the Issuer of a Servicer Resignation Notice (as described below), the Servicer shall, *inter alia*, and except to the extent prevented or prohibited by law or regulation*:*

a) hold to the order of the Issuer the Receivables Records, the Servicer Records and related Transaction Documents in its possession in its capacity as Servicer;

b) hold to the order of the Issuer any monies then held by the Servicer on behalf of the Issuer together with any other Receivables held by the Servicer on behalf of the Issuer;

c) other than as the Issuer may direct pursuant to the Receivables Servicing Agreement, continue to perform the Services (unless prevented by any Applicable Law or Force Majeure Event) until the Servicer Termination Date;

d) take such further action in accordance with the terms of the Receivables Servicing Agreement as the Issuer may reasonably direct in relation to the Servicer's obligations under the Receivables Servicing Agreement, including, if so requested, giving a Notification Event Notice to the Obligors no later than 30 (thirty) Business Days after the occurrence of a Notification Event and provide such assistance as referred in the Receivables Servicing Agreement as may be necessary to enable the Services to be performed by a successor servicer; and

e) stop taking any such action under the terms of the Receivables Servicing Agreement as the Issuer may reasonably direct, including, the collection of Receivables, communication with Obligors or dealing with the Receivables.

To the extent permitted by the Securitisation Law, at any time after the delivery of a Servicer Event Notice in accordance with the terms of the Receivables Servicing Agreement, the Issuer may deliver a Servicer Termination Notice to the Servicer (with a copy to the Back-Up Servicer Facilitator and the Rating Agencies), the effect of which will be to terminate the Servicer's appointment under the Receivables Servicing Agreement (but without affecting any accrued rights and Liabilities under this Agreement) from the Servicer Termination Date.

The occurrence of a Servicer Event leading to the replacement of the Servicer or a Notification Event will not, of itself, constitute an Event of Default under the Conditions.

Servicer Termination and Servicer Resignation

The appointment of the Servicer will continue (unless otherwise terminated by the Issuer) until the Final Discharge Date. The Issuer may terminate the Servicer's appointment and appoint a successor servicer, to the extent permitted by the Securitisation Law, upon the occurrence of a Servicer Event and the delivery of a Servicer Termination Notice in accordance with the provisions of the Receivables Servicing Agreement. Notice of the appointment of the successor servicer shall be delivered by the Issuer to the Rating Agencies, the CMVM, the Bank of Portugal and to each of the other Transaction Parties.

To the extent permitted by the Securitisation Law, the Servicer may deliver a Servicer Resignation Notice to the Issuer (with a copy to the Back-up Servicer Facilitator, the Common Representative and the Rating Agencies), the effect of which shall be to terminate the Servicer's appointment under the Receivables Servicing Agreement at no cost to the Issuer (but without affecting any accrued rights and Liabilities under this Agreement), from the Servicer Resignation Date, provided that:

(a) such Servicer Resignation Notice shall be given not less than 90 (ninety) calendar days prior to a proposed Servicer Resignation Date;

(b) the Servicer may not terminate its appointment under the Receivables Servicing Agreement without a justified reason; and

(c) such termination shall only be effective if a successor servicer is appointed in accordance with the terms of the Receivables Servicing Agreement, including after obtaining CMVM's prior approval. If such successor servicer has not been appointed by a proposed Servicer Resignation Date, the Servicer's appointment under the Receivables Servicing Agreement will only terminate on the date of appointment of a successor servicer (in any case after CMVM's approval) and such date will be deemed a Servicer Resignation Date.

From the Servicer Termination Date or the Servicer Resignation Date, *inter alia:*

a) all authority and power of the retiring Servicer under the Receivables Servicing Agreement shall be terminated and shall be of no further effect;

b) the retiring Servicer shall no longer hold itself out in any way as the agent of the Issuer pursuant to the Receivables Servicing Agreement;

c) the rights and obligations of the retiring Servicer and any obligations of the Issuer and the Originator towards the retiring Servicer shall cease to exist but such termination shall be without prejudice to:

    (i) any Liabilities or obligations of the retiring Servicer towards the Issuer or the Originator or any successor servicer incurred before the Servicer Termination Date or the Servicer Resignation Date;

    (ii) any Liabilities or obligations of the Issuer or the Originator towards the retiring Servicer incurred before the Servicer Termination Date or the Servicer Resignation Date;

    (iii) the retiring Servicer's obligation to deliver documents and materials in accordance with the

Receivables Servicing Agreement; and

(iv) the duty not to hinder the safeguard of the Issuer's interests in the Receivables.

Payments

The Servicer will procure that all Collections received from Obligors in respect of the Receivables are paid into the Proceeds Account. The Servicer will give instructions to the bank where the Proceeds Account is maintained (the "**Proceeds Account Bank**") to ensure that monies received by the Proceeds Account Bank from Obligors on any particular Lisbon Business Day are paid on such Lisbon Business Day into the Proceeds Account.

The Servicer will direct the Proceeds Account Bank in accordance with the terms fo the Receivables Servicing Agreement to transfer to the Payment Account no later than on the 2nd (second) Business Day of each month any cleared funds standing to the credit of the Proceeds Account (net of any revolving amount) relating to the Collections following the month of receipt of such Collections in the Proceeds Account, except that the Servicer shall not, in respect of the Proceeds Account, give any such direction if it would cause such Proceeds Account to become overdrawn.

Applicable law and jurisdiction

The Receivables Servicing Agreement and all non-contractual obligations arising from or connected with it will be governed by the laws of the Portuguese Republic. The courts of Lisbon will have exclusive jurisdiction to settle any dispute that may arise in connection with the Receivables Servicing Agreement.

Common Representative Appointment Agreement

On or about the Closing Date, the Issuer and the Common Representative will enter into an agreement setting forth the Conditions of the Notes and providing for the appointment of the Common Representative as initial representative of the Holders for the Notes (the "**Common Representative Appointment Agreement**") pursuant to Article 65 of the Securitisation Law and Articles 357, 358 and 359 of Decree-Law no. 262/86 of 2 September 1986, as amended (the "**Portuguese Companies Code**").

Pursuant to the Common Representative Appointment Agreement, the Common Representative will agree to act as Common Representative of the Noteholders in accordance with the provisions set out therein and in the Conditions. The Common Representative shall have, among others, the power:

a) to exercise in the name and on behalf of the Noteholders all the rights, powers, authorities and discretions vested in the Noteholders or in it (in its capacity as the common representative of the Noteholders pursuant to Article 65 of the Securitisation Law and to Article 359 of the Portuguese Companies Code) at law, under the Common Representative Appointment Agreement or under any other Transaction Document to which the Common Representative is a party;

b) to start any action in the name and on behalf of the Noteholders in any proceedings, in accordance with the Noteholders' instructions passed at a Meeting (including a Resolution approving the replacement of the Common Representative by a third party designated by the Noteholders through such Resolution to represent the Noteholders in such judicial proceedings);

c) to enforce or execute in the name and on behalf of the Noteholders any Resolution passed by a Meeting of the Noteholders;

d) to exercise, in its name and on its behalf, the rights of the Issuer under the Transaction Documents (other than the Common Representative Appointment Agreement) pursuant to the terms of the Co-Ordination Agreement; and

e) to pursue the remedies available under the applicable law, the Notes or the Common Representative

Appointment Agreement to enforce the rights under the Notes or the Common Representative Appointment Agreement of the Noteholders.

The rights and obligations of the Common Representative are set out in the Common Representative Appointment Agreement and include, but are not limited to:

a) calling for and relying upon an opinion or advice of, or a certificate or any information obtained from, any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other expert (whether obtained by or addressed to the Common Representative, the Issuer, a Paying Agent or any Transaction Creditor);

b) determining whether or not, as applicable, an Event of Default or a default in the performance by the Issuer or any Transaction Party of any obligation under the provisions of the Common Representative Appointment Agreement or contained in the Conditions or any other Transaction Document is capable of remedy and/or materially prejudicial to the interests of the Noteholders and the other Transaction Creditors;

c) determining whether any proposed modification to the Notes or the Transaction Documents is materially prejudicial to the interest of any of the Noteholders and any of the Transaction Creditors;

d) giving any consent required to be given in accordance with the terms of the Transaction Documents;

e) waiving certain breaches of the Conditions or the Transaction Documents without the consent or sanction of the Noteholders or any other Transaction Creditors; and

f) determining certain other matters specified in the Common Representative Appointment Agreement, including any questions in relation to any of the provisions therein.

The Common Representative may, at any time and from time to time, without prejudice to its rights in respect of any subsequent breach, condition, event or act, without the consent or sanction of the Noteholders or any other Transaction Creditors, concur with the Issuer and any other relevant Transaction Creditor in authorising or waiving on such terms and subject to such conditions (if any) as it may decide, any proposed breach or actual breach by the Issuer of any of the covenants or provisions contained in the Common Representative Appointment Agreement, the Notes, or any other Transaction Documents (other than in respect of a Reserved Matter or any provision of the Notes, the Common Representative Appointment Agreement or such other Transaction Document referred to in the definition of a Reserved Matter) which, in the opinion of the Common Representative will not be materially prejudicial to the interests of (i) the holders of the Most Senior Class of Notes then outstanding and (ii) any of the Transaction Creditors, unless such Transaction Creditors have given their prior written consent to any such authorisation or waiver or provided that any of the Transaction Creditors have not advised, in writing, the Common Representative that such waiver or authorisation will be materially prejudicial to any of the Transaction Creditors (provided that it may not and only the Noteholders may by Resolution determine that any Event of Default shall not be treated as such for the purposes of the Common Representative Appointment Agreement, the Notes or any of the other Transaction Documents). Any such waiver shall be previously notified to the Rating Agencies by the Issuer.

In addition, the Common Representative may, at any time and from time to time, without the consent or sanction of the Noteholders or any other Transaction Creditor (other than in respect of a Reserved Matter or any provision of the Conditions, the Common Representative Agreement or any other Transaction Documents which are a Reserved Matter) concur with the Issuer and any relevant Transaction Creditor in making (A) any modification to the Conditions, the Notes, the Common Representative Appointment Agreement or any other Transaction Documents in relation to which the Common Representative's consent is required which (i) is not a Reserved Matter, and (ii) in the opinion of the Common Representative, will not be materially prejudicial to the interests of (i) the holders of the Most Senior Class of Notes then outstanding and (ii) any of the Transaction Creditors, unless such Transaction Creditors have given their prior written consent to any such modification, or (B) any modification, to the Conditions or any other Transaction Documents in relation to which the Common Representative's consent is required if, in the opinion of the Common Representative, such modification is of a formal, minor, administrative or technical nature, or is made to correct a manifest error or an error which, in the reasonable opinion of the Common Representative, is proven, or is necessary or desirable for the purpose of clarity and is not a Reserved Matter. Any such modifications shall be previously notified to the Rating Agencies by the Issuer and, to the extent the Common Representative requires it, notice thereof shall be delivered to the Noteholders in accordance with Condition 17 (*Notices*).

Remuneration of the Common Representative

The Issuer shall pay to the Common Representative remuneration for its services as Common Representative as from the date of the Common Representative Appointment Agreement, in an amount agreed at the date thereof. Such remuneration shall accrue from day to day and be payable in accordance with the applicable Payment Priorities until the powers, authorities and discretions of the Common Representative are discharged.

In the event of the Common Representative considering it convenient or necessary or being requested by the Issuer to undertake duties which the Common Representative and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Common Representative under the Common Representative Appointment Agreement, the Issuer shall, in accordance with the applicable Payment Priorities, considering such duties to be discharged, pay to the Common Representative such additional remuneration as shall be agreed between them.

The rate of remuneration in force from time to time may, upon the Final Legal Maturity Date, be changed by an amount as may from time to time be agreed between the Issuer and the Common Representative. Such reduction in remuneration shall be calculated from the date following such final redemption.

Retirement of the Common Representative

The Common Representative may retire at any time upon giving not less than 2 (two) calendar months' notice in writing to the Issuer without assigning any reason therefor and without being responsible for any Liabilities occasioned by such retirement (for the avoidance of any doubt, the Common Representative remains responsible for any action until the retirement is effective and any responsibility of the Common Representative for any action until the retirement is effective shall survive the termination). The retirement of the Common Representative shall not become effective until the appointment of a new Common Representative. In the event the Common Representative gives notice of its retirement under the Common Representative Appointment Agreement, the Issuer shall use its best endeavours to find a substitute common representative. If a new common representative has not been appointed within 30 (thirty) days of notice of retirement, the Common Representative may identify a suitable successor to be appointed by the Issuer and to be sanctioned by a Noteholders' Resolution. The Issuer or the Common Representative, as applicable, shall ensure that each substitute common representative enters into the same agreements to which the Common Representative is a party and is bound by the same terms and conditions to which the Common Representative is subject to therein.

Substitution of the Common Representative

The retirement or replacement of the Common Representative shall not give rise to any costs, fees and/or expenses payable to the retiring Common Representative (other than the costs, fees and expenses already incurred by the date on which the retirement of the Common Representative becomes effective).

The Noteholders may at any time, by means of resolutions passed in accordance with the relevant terms of the Conditions and the Common Representative Appointment Agreement remove the Common Representative and appoint a new Common Representative, provided 60 (sixty) calendar days prior notice is given to the Common

Representative. In accordance with Article 65(3) of the Securitisation Law, the power of appointing new common representatives shall be vested in the Noteholders and no person shall be appointed who shall not previously have been approved by a Resolution. The removal of any Common Representative shall not become effective unless there shall be a Common Representative in office after such removal.

Applicable law and jurisdiction

The Common Representative Appointment Agreement and all non-contractual obligations arising from or connected with it will be governed by the laws of the Portuguese Republic. The courts of Lisbon will have exclusive jurisdiction to settle any dispute in connection with the Common Representative Appointment Agreement.

Transaction Management Agreement

Transaction Manager Services

Pursuant to the Transaction Management Agreement, the Issuer will appoint the Transaction Manager to carry out certain administrative tasks on behalf of the Issuer, including:

a) operating the Payment Account and the Reserve Account in such a manner as to enable the Issuer to perform its financial obligations pursuant to the Notes and the Transaction Documents;

b) providing the Issuer and the Common Representative with certain cash management, calculation, notification and reporting information in relation to the Payment Account and the Reserve Account;

c) taking the necessary action and giving the necessary notices to ensure that the Payment Account and the Reserve Account is credited with the appropriate amounts in accordance with the Transaction Management Agreement;

d) taking all necessary action to ensure that all payments are made from the Payment Account and the Reserve Account in accordance with the Transaction Management Agreement and the Conditions;

e) maintaining adequate records to reflect all transactions carried out by or in respect of the Payment Account and the Reserve Account;

f) investing the funds credited to the Payment Account or the Reserve Account in Authorised Investments, which shall not consist, either directly or indirectly, of asset-backed securities or credit-linked notes or similar claims resulting from the transfer of credit risk by means of credit derivatives; and

g) preparing and delivering (i) the Investor Report on each Reporting Date in relation to the immediately preceding Calculation Period and (ii) the Quarterly Investor Report not less than 6 (six) Business Days prior to each Interest Payment Date and making such Quarterly Investor Report available to the Noteholders through the Transaction Manager's internet website currently located at https://pivot.usbank.com/wmss/web/pivot/home.

All references in this Prospectus to payments or other procedures to be made by the Issuer, notably with respect to the Payment Account or the Reserve Account, shall whenever the same fall within the scope of functions of the Transaction Manager under the Transaction Management Agreement, be understood as payments or procedures that shall be performed by the Transaction Manager on behalf of the Issuer.

Investor Report

The Transaction Manager will have to, on behalf and to the satisfaction of the Designated Reporting Entity, prepare and deliver to the Issuer, the Common Representative, the Arranger and the Paying Agent an Investor Report on each Reporting Date in relation to the immediately preceding Calculation Period, containing:

(a) prior to the Reporting Technical Standards Effective Date, the information set out in Annex VIII of the CRA III RTS, as required by Article 43(8) of the Securitisation Regulation; and

(b) subject to the below, following the Reporting Technical Standards Effective Date, the information required under the applicable ESMA Disclosure Templates and RTS to be published pursuant to Article 7(3) of the Securitisation Regulation.

As soon as reasonably practicable following the Reporting Technical Standards Effective Date, the Designated Reporting Entity will propose to the Transaction Manager in writing the form, timing, method of distribution and content of the information required to be disclosed in accordance with the RTS in order to allow such information, where reasonably available, to be included in the Investor Report. The Transaction Manager will consult with the Designated Reporting Entity, and if the Transaction Manager agrees (in its sole discretion acting in a commercially reasonable manner) to provide such reporting on such proposed terms it will confirm the same in writing to the Issuer and the Designated Reporting Entity and the format of the Investor Report shall be amended as necessary to ensure that the Designated Reporting Entity is satisfied with the form of the Investor Report in the context of compliance with the Designated Reporting Entity's obligations under the Securitisation Regulation. If, following the adoption of the relevant RTS, the Transaction Manager does not agree to provide such assistance, the Designated Reporting Entity will have to appoint an agent to provide such reporting. The Issuer will have to reimburse the Transaction Manager and the Designated Reporting Entity for any costs properly incurred by either of them in connection with any amendments to the format of any such reports. Any such costs will be Issuer Expenses.

General Reserve Ledger and Commingling Reserve Ledger

The Transaction Manager shall create and maintain the General Reserve Ledger and the Commingling Reserve Ledger of the Reserve Account, as a record in the books of the Issuer in order that such ledgers may be operated in accordance with the terms of the applicable Payment Priorities and the Transaction Management Agreement.

General Reserve Ledger

The Transaction Manager will create and maintain the General Reserve Ledger as a record in the books of the Issuer, to be credited on the Closing Date with an amount equal to the Reserve Amount.

The Transaction Manager shall credit to the General Reserve Ledger on each Interest Payment Date the amount paid to the Reserve Account in accordance with item *tenth* of the Pre-Enforcement Interest Payment Priorities.

On any Interest Payment Date prior to the delivery of an Enforcement Notice, in the event there is an interest payment shortfall under the Class A Notes, the Class B Notes, the Class C Notes and/or the Class D Notes, the Transaction Manager shall arrange on such day for an amount equal to the lesser of (a) the amount of such shortfall and (b) all amounts standing to the credit of the Reserve Account and recorded in the General Reserve Ledger, there to be drawn from the Reserve Account and credited to the Payment Account to be used in accordance with the Pre-Enforcement Interest Payment Priorities to reduce or eliminate such interest payment shortfall.

Commingling Reserve Ledger

The Transaction Manager will create and maintain the Commingling Reserve Ledger as a record in the books of the Issuer, to be credited on the date of its establishment with an amount equal to the proceeds of the VFN.

If a Commingling Event takes place, an amount equal to the amount of the Interest Collections Proceeds and/or any Principal Collections Proceeds, respectively, which are subject to such Commingling Event shall be deducted from the Commingling Reserve Ledger and transferred by the Transaction Manager to the Payment Account to form part of the Available Interest Distribution Amount and/or the Available Principal Distribution Amount, as applicable.

On any Interest Payment Date prior to the delivery of an Enforcement Notice, the Commingling Reserve Ledger Excess Amount (if any) shall be deducted from the Commingling Reserve Ledger and transferred to the Payment Account to be applied on such Interest Payment Date in reducing the Principal Amount Outstanding of the VFN (except for €1 (one euro), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions).

Following the delivery of an Enforcement Notice, the amounts standing to the credit of the Reserve Account and recorded in the Commingling Reserve Ledger, excluding any amounts to be deducted from the Commingling Reserve Ledger in accordance with the VFN Repayment following a Commingling Event, will be applied by the Transaction Manager (as agent of the Common Representative) or the Common Representative, as applicable, in or towards repayment of the Principal Amount Outstanding of the VFN. If such amounts are insufficient to redeem the VFN in full, the Principal Amount Outstanding of the VFN then unpaid shall be cancelled and no further amounts shall be due in respect of the VFN.

On the Final Legal Maturity Date or the date on which all of the Notes are subject to any optional redemption, the amounts standing to the credit of the Reserve Account and recorded in the Commingling Reserve Ledger, excluding any amounts to be deducted from the Commingling Reserve Ledger in accordance with the VFN Repayment following a Commingling Event, will be applied by the Transaction Manager in or towards repayment of the Principal Amount Outstanding of the VFN. If such amounts are insufficient to redeem the VFN in full, the Principal Amount Outstanding of the VFN then unpaid shall be cancelled and no further amounts shall be due in respect of the VFN.

Remuneration

Subject to and in accordance with the Pre-Enforcement Interest Payment Priorities and the Transaction Management Agreement, the Transaction Manager will receive a fee to be paid by the Issuer as an Issuer Expense in arrear on each Interest Payment Date in respect of the Calculation Period immediately preceding such Interest Payment Date.

Termination

The Transaction Management Agreement may be terminated by consent between the parties if (a) the Transaction Manager has given not less than 60 (sixty) calendar days' prior written notice of its intention to terminate the Transaction Management Agreement to the Issuer and the Common Representative; or (b) the Issuer (with the consent of the Common Representative) has given not less than 90 (ninety) calendar days' prior written notice of its intention to terminate the Transaction Management Agreement to the Transaction Manager; or (c) upon the delivery of an Enforcement Notice, the Common Representative has given not less than 60 (sixty) calendar days' prior written notice of its intention to terminate the Transaction Management Agreement to the Transaction Manager (with a copy to the Issuer), provided that a successor Transaction Manager has been appointed in accordance with the provisions of the Transaction Management Agreement.

The Transaction Management Agreement may also be terminated upon the occurranceof a Transaction Manager Event. Any of the following events constitutes a "Transaction Manager Event" under the Transaction Management Agreement:

(a) *Non-payment:* default by the Transaction Manager in ensuring the payment on the due date of any payment required to be made under the Transaction Management Agreement and such default continues unremedied for a period of 3 (three) Business Days after the earlier of (i) the Transaction Manager becoming aware of the default and (ii) receipt by the Transaction Manager of written notice from the Issuer or, after the occurrence of an Event of Default, the Common Representative requiring the default to be remedied; or

(b) *Breach of other obligations:* without prejudice to paragraph (a) (*Non-payment*) above:

(i) default by the Transaction Manager in the performance or observance of any of its other covenants and obligations under any Transaction Documents to which it is a party; or

(ii) any warranty, representation, certification or statement made by the Transaction Manager in any Transaction Documents to which it is a party, certificate or other document delivered pursuant to any Transaction Documents to which it is a party proves to be untrue, incomplete or incorrect, when given,

and, in each case, the Issuer or the Common Representative certifies that such default or such warranty, representation, certification or statement proving to be untrue, incomplete or incorrect could reasonably be expected to have a Material Adverse Effect in respect of the Transaction Accounts and (if such default is capable of remedy) such default continues unremedied for a period of 15 (fifteen) Business Days after the earlier of the Transaction Manager becoming aware of such default and receipt by the Transaction Manager of written notice from the Issuer or, after the occurrence of an Event of Default, the Common Representative requiring the same to be remedied; or

(c) *Unlawfulness*: it is or will become unlawful for the Transaction Manager to perform or comply with any of its *obligations* under any Transaction Documents to which it is a party; or

(d) *Force Majeure*: if the Transaction Manager is prevented or severely hindered for a period of 60 calendar days or more from complying with its obligations under any Transaction Documents to which it is a party as a result of a Force Majeure Event; or

(e) *Insolvency Event*: any Insolvency Event occurs in relation to the Transaction Manager.

Should a Transaction Manager Event occur, the Issuer may, with the written consent of the Common Representative, or, after the occurrence of an Event of Default, the Common Representative may itself, deliver a Transaction Manager Event Notice to the Transaction Manager (with a copy to the Issuer or the Common Representative (as applicable)) immediately or at any time after the occurrence of a Transaction Manager Event.

After receipt by the Transaction Manager of a Transaction Manager Event Notice but prior to the delivery of a Transaction Manager Termination Notice, the Transaction Manager shall:

(a) hold to the order of the Issuer or, upon the delivery of an Enforcement Notice, the Common Representative the Transaction Manager Records and the Transaction Documents;

(b) hold to the order of the Issuer or, upon the delivery of an Enforcement Notice, the Common Representative any monies then held by the Transaction Manager on behalf of the Issuer together with any other assets of the Issuer;

(c) other than as the Issuer or, upon the delivery of an Enforcement Notice, the Common Representative may direct pursuant to terms of the Transaction Management Agreement, continue to perform all of its Services (unless prevented by law) until the Transaction Manager Termination Date;

(d) take such further action in accordance with the terms of the Transaction Management Agreement as the Issuer or the Common Representative may reasonably direct in relation to the Transaction Manager's obligations under the Transaction Management Agreement as may be necessary to enable its Services to be performed by a successor transaction manager; and

(e) stop taking any such action under the terms of the Transaction Management Agreement as the Issuer or, upon the delivery of an Enforcement Notice, the Common Representative may reasonably direct.

In the event of the termination of the appointment of the Transaction Manager due to the occurrence of a Transaction Manager Event, the Issuer shall appoint a successor transaction manager with effect from the Transaction Manager Termination Date by entering into a replacement transaction management agreement with the successor transaction manager and the Common Representative in accordance with the provisions of the Transaction Management Agreement. The appointment of a successor transaction manager is subject to the condition that, *inter alia*, such substitute transaction manager has significant experience in providing the Services required to be provided by the Transaction Manager pursuant to the Transaction Management Agreement. The Issuer shall give notice to the Rating Agencies and to each of the other Transaction Parties of the appointment of any successor transaction manager. The appointment of the successor Transaction Manager will not be effective until the Rating Agencies are so notified.

At any time after the delivery of a Transaction Manager Event Notice, the Issuer may, with the written consent of the Common Representative, or the Common Representative may itself deliver a Transaction Manager Termination Notice to the Transaction Manager (with a copy to the Issuer or the Common Representative (as applicable)) the effect of which shall be to terminate the Transaction Manager's appointment under the Transaction Management Agreement from the Transaction Manager Termination Date referred to in such notice.

Applicable law and jurisdiction

The Transaction Management Agreement and all non-contractual obligations arising from or connected with it will be governed by the laws of the Portuguese Republic. The courts of Lisbon will have exclusive jurisdiction to settle any disputes that may arise in connection with the Transaction Management Agreement.

Accounts Agreement

On or about the Closing Date, the Issuer, the Common Representative, the Accounts Bank and the Transaction Manager will enter into an Accounts Agreement pursuant to which the Accounts Bank will agree to (i) open, on or prior to the Closing Date, and maintain the Transaction Accounts which are held in the name of the Issuer and operated by the Transaction Manager on behalf of the Issuer (and, following receipt by the Accounts Bank of a notice from the Common Representative to the effect that the Common Representative has delivered an Enforcement Notice, the Common Representative), and (ii) provide the Issuer with certain services in connection with account handling and reporting requirements in relation to the monies from time to time standing to the credit of the Transaction Accounts. The Collateral Account has been opened, on terms to be agreed between the Issuer, the Transaction Manager, the Accounts Bank and the Cap Counterparty. The Accounts Bank will pay interest on the amounts standing to the credit of the Payment Account and the Reserve Account to the extent permitted by applicable law. For the avoidance of doubt, the Transaction Accounts may bear negative interest rates.

The Accounts Bank will agree to comply with any directions given by the Transaction Manager in relation to the management of the Payment Account and the Reserve Account in accordance with the terms of the Accounts Agreement.

Minimum rating required

The Accounts Bank is required to be rated at least the Minimum Rating during any time when the relevant Transaction Account is held by the Accounts Bank. In the event that the Accounts Bank ceases to be rated at least the Minimum Rating, then, within 60 (sixty) calendar days of such downgrade and at the cost of the Accounts Bank, the Issuer (or the Transaction Manager upon written instruction received from the Issuer and acting on its behalf) shall either (i) transfer the Transaction Accounts (and the balances standing to the credit thereto) to such other bank rated at least the Minimum Rating; or (ii) enter into a guarantee with another bank rated at least the

Minimum Rating guaranteeing the obligations of the Accounts Bank under the Accounts Agreement (provided that the Rating Agencies are notified of the identity of such other bank).

Without prejudice to the right of the Issuer to appoint a replacement Accounts Bank as foreseen above, if the Issuer receives confirmation from the Rating Agencies (at the sole cost of the Accounts Bank) that notwithstanding any downgrade of the rating of the Accounts Bank, the rating of the Rated Notes will not be affected by such downgrade, the Accounts Bank may continue to act as Accounts Bank pursuant to the Accounts Agreement and the Issuer will not be obliged to procure the transfer of the Accounts and/or enter into a guarantee with another bank as contemplated above.

Termination and Resignation.

The Accounts Bank may resign its appointment upon not less than 30 (thirty) calendar days' notice to the Issuer (with a copy to the Common Representative and the Transaction Manager), provided that (i) if such resignation would otherwise take effect less than 30 (thirty) calendar days before or after the Final Legal Maturity Date or other date for redemption of the Notes or any Interest Payment Date in relation to the Notes, such resignation shall not take effect until the 30th (thirtieth) day following such date, and (ii) such resignation shall not take effect until a successor has been duly appointed in accordance with the terms of the Accounts Agreement.

The Issuer may (with the prior written approval of the Common Representative for which purpose the co-execution of the relevant revocation document by the Common Representative shall suffice) revoke its appointment of the Accounts Bank by not less than 30 (thirty) calendar days' notice to the Accounts Bank (with a copy to the Common Representative and the Transaction Manager). Such revocation shall not take effect until a successor, previously approved in writing by the Common Representative, has been duly appointed in accordance with the terms of the Accounts Agreement.

The appointment of the Accounts Bank shall terminate if an Insolvency Event occurs in relation to the Accounts Bank or if the Accounts Bank is in breach of the Accounts Agreement, with such breach having a Material Adverse Effect. If the appointment of the Accounts Bank is terminated under this circumstance, the Issuer shall forthwith appoint a successor in accordance with the terms of the Accounts Agreement.

Applicable law and jurisdiction

The Accounts Agreements and all non-contractual obligations arising from or connected with it will be governed by the laws of the Portuguese Republic. The courts of Lisbon will have exclusive jurisdiction to settle any dispute in connection with the Accounts Agreements.

Paying Agency Agreement

Pursuant to the Paying Agency Agreement, the Issuer and, in case a Potential Event of Default or Event of Default occurs, the Common Representative will appoint the Agents (the Paying Agent and the Agent Bank) as their agents in relation to the Notes to perform various payments and other administrative functions in connection with the Notes and the other Transaction Documents as specified in the Paying Agency Agreement and in the Conditions. The obligations and duties of the Agents under the Paying Agency Agreement and the Conditions shall be several and not joint.

The Issuer may (with the prior written approval of the Common Representative and prior notice to the Rating Agencies) appoint a successor paying agent or agent bank and additional or successor paying agents and shall forthwith give notice of any such appointment to the continuing Agent, the Noteholders, the Rating Agencies and the Common Representative. If the Paying Agent or the Agent Bank gives notice of its resignation in accordance with the terms of the Paying Agency Agreement and no successor agent is appointed by the Issuer within the timeframes specified in the Paying Agency Agreement, the Paying Agent or the Agent Bank (as the case may be) may, following such consultation with the Issuer as is practicable in the circumstances, and with the prior written approval of the Common Representative and prior notice to the Rating Agencies, appoint a successor agent and shall forthwith give notice of any such appointment to the Issuer, the remaining Agents, the Common Representative, the Rating Agencies and the Noteholders.

Any successor paying agent or agent bank and additional or successor paying agents appointed in accordance with the terms of the Paying Agency Agreement must be appointed prior to the termination of the appointment of the previous Agent and shall be a reputable and experienced financial institution capable of acting as a paying agent or agent bank (as applicable) pursuant to Interbolsa or other applicable regulations.

Resignation, Revocation and Automatic Termination

Any Agent may resign its appointment upon not less than 60 (sixty) calendar days' notice to the Issuer (with a copy to the Common Representative and, in the case of an Agent other than the Paying Agent, to the Paying Agent), provided that (i) if such resignation would otherwise take effect less than 30 (thirty) calendar days before or after the Final Legal Maturity Date or other date for redemption of the Notes or any Interest Payment Date in relation to the Notes, it shall not take effect until the 30th (thirtieth) calendar day following such date, and (ii) such resignation shall not take effect until a successor has been duly appointed in accordance with the terms of the Paying Agency Agreement and notice of such appointment has been given to the Noteholders.

The Issuer may (with the prior written approval of the Common Representative) revoke the appointment of any Agent by not less than 60 (sixty) calendar days' notice to such Agent(s) (with a copy to the Common Representative and, in the case of an Agent other than the Paying Agent, to the Paying Agent), provided that such revocation shall not take effect until a successor has been duly appointed in accordance with the terms of the Paying Agency Agreement and notice of such appointment has been given to the Noteholders.

The appointment of any of the Agents shall also terminate forthwith if an Insolvency Event occurs in relation to such Agent. If the appointment of an Agent is terminated in accordance with this provision, the Issuer shall forthwith appoint a successor in accordance with the terms of the Paying Agency Agreement.

Applicable law and jurisdiction

The Paying Agency Agreement and all non-contractual obligations arising from or connected with it will be governed by the laws of the Portuguese Republic. The courts of Lisbon will have exclusive jurisdiction to settle any dispute in connection with the Paying Agency Agreement.

Cap Transaction

Interest Rate Cap Transaction

To provide a hedge against the potential interest rate exposure of the Issuer in relation to its floating rate obligations under the Rated Notes, on or about the Closing Date, the Issuer entered into the Cap Transaction with Banco Santander under a 1992 ISDA Master Agreement (Multicurrency – Cross Border) (the "**ISDA Master Agreement**"), together with a Schedule thereto (the "**ISDA Schedule**"), the 1995 ISDA Credit Support Annex thereto (the "**Credit Support Annex**") and a cap confirmation (the "**Cap Confirmation**" and, together with the ISDA Master Agreement, the Schedule and the Credit Support Annex, the "**Cap Agreement**").

Main features

The Cap Counterparty will pay to the Issuer on each Interest Payment Date, an amount, if positive, equal to the product of:

(1) the Notional Amount (as defined in the Cap Agreement) for the Calculation Period (as defined in the Cap Agreement) related to such Interest Payment Date;

(2) the Floating Rate Day Count Fraction (as defined in the Cap Agreement); and

(3) (i) in relation to the First Interest Payment Date, (a) the rate determined using straight-line interpolation by reference to three month EURIBOR and six month EURIBOR for the number of days in such Calculation Period minus (b) the Strike Rate; and

(ii) on any other Interest Payment Date, (a) 3-month EURIBOR minus (b) the Strike Rate.

The Cap Agreement shall be in force until the earlier of the following dates: (i) the Interest Payment Date on which the Rated Notes are fully redeemed and (ii) the Interest Payment Date falling in August 2029.

The Cap Agreement includes a termination provision whereby, if at any time the reference rate in respect of the Rated Notes is changed and EURIBOR is different to the Floating Rate (as defined in the Cap Confirmation), a EURIBOR Modification Event (as defined in the ISDA Schedule) occurs. Following the occurrence of such EURIBOR Modification Event (as defined in the ISDA Schedule), the Cap Counterparty shall have the right to terminate the Cap Transaction.

The Cap Agreement includes ratings provisions according to which, upon the occurrence of a Ratings Event (as defined in the Cap Agreement), the Cap Counterparty shall transfer cash collateral to the Issuer, provide an Eligible Guarantee (as defined in the Cap Agreement) to the Issuer or transfer its rights and obligations as Cap Counterparty to an Eligible Replacement (as defined in the Cap Agreement) as applicable. The Issuer will covenant in the Master Framework Agreement that it will use all reasonable endeavours to identify an Eligible Replacement (as defined in the Cap Agreement), if so required, and the Servicer will agree to assist the Issuer in finding an Eligible Replacement (as defined in the Cap Agreement), if so required.

Applicable law and jurisdiction

The Cap Agreement and any non-contractual obligation arising out of, or in connection with it are governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to hear any disputes that may arise in connection therewith.

Co-ordination Agreement

On the Closing Date, the Transaction Creditors and the Issuer will enter into the Co-ordination Agreement pursuant to which the parties (other than the Common Representative) will be required, subject to Portuguese law, to give certain information and notices to, and give due consideration to any request from or opinion of, the Common Representative in relation to certain matters regarding the Receivables Portfolio, the Originator and its obligations under the Receivables Sale Agreement, the Servicer and its obligations under the Receivables Servicing Agreement.

Pursuant to the terms of the Co-ordination Agreement, the Common Representative Appointment Agreement, the Conditions and the relevant provisions of the Securitisation Law, the Common Representative shall, following the delivery of an Enforcement Notice, act in the name and on behalf of the Issuer (for the benefit of the Noteholders) in connection with the Transaction Documents and in accordance with the Co-ordination Agreement.

In addition, pursuant to the Co-ordination Agreement, the Transaction Manager and the Common Representative will receive the benefit of the Receivables Warranties and other representations and warranties made by the Originator and the Servicer in the Receivables Sale Agreement and the Receivables Servicing Agreement respectively. The Issuer will authorise the Common Representative to exercise the rights provided for in the Co-ordination Agreement and the Originator and the Servicer will acknowledge such authorisation therein and the Originator and the Servicer, as applicable, shall undertake not to file any claims or take any actions against the Common Representative in order to obtain any compensation for any damages or liaiblities which may be incurred as a result of the Common Representative so acting.

Common Representative Consultation

Under the terms of the Co-ordination Agreement, the Issuer and the Servicer, when deciding on certain specified matters and following the occurrence of certain specified events, must consult with and, to the extent permitted by law, give due and serious consideration to any request made by the Common Representative.

Applicable law and jurisdiction

The Co-ordination Agreement and all non-contractual obligations arising out of or in connection with it will be governed by the laws of the Portuguese Republic. The Courts of Lisbon will have exclusive jurisdiction to settle any dispute in connection with the Co-ordination Agreement.

ESTIMATED WEIGHTED AVERAGE LIVES OF THE NOTES AND ASSUMPTIONS

The average life, yield, duration and final maturity of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes depend on several factors. Weighted average life refers to the average amount of time that will elapse from the date of issuance of a security to the date of distribution to the investor of amounts distributed in reduction of principal of such security. The weighted average lives of the Notes will be influenced by, among other things, the amount and timing of payment of principal (including prepayments, sale proceeds arising from the enforcement of the Receivables Contract and repurchases due to breaches of representations and warranties) on the Receivables. Upon any early payment by the Obligors in respect of the Receivables the principal repayment of the Notes may be earlier than expected and, therefore, the yield on the Notes may be adversely affected by a higher or lower than anticipated rate of prepayment of the Receivables.

In accordance with the Eligibility Criteria, the Initial Receivables included in the Initial Receivables Portfolio and the Additional Receivables to be included in any Additional Receivables Portfolio, as well as any Substitute Receivables, are not and will not be, as applicable, affected by Temporary Moratoria as at the Initial Portfolio Determination Date, the relevant Additional Portfolio Determination Date or at the relevant Substitute Receivables Determination Date, as applicable. However, it cannot be excluded that after the Receivables have been assigned under the Receivables Sale Agreement they may be subject to further Temporary Moratoria, in which case the Originator will (unless the exposure arising out of such Receivable has already been classified as stage 2 or 3 according to IFRS9 at the moment of the application of the moratorium) substitute, repurchase or procure a third-party to repurchase such Receivables from the Issuer in accordance with the terms of the Receivables Sale Agreement (see risk factor "***Covid-19 Pandemic and Possible Similar Future Outbreaks***"). Such repurchases may affect the portfolio profile and the estimated weighted average lives of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

The actual average lives of each class of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes cannot be predicted as the actual rate at which the Receivables will be repaid, and a number of other relevant factors are unknown. Determinations of expected average lives of each Class of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes can nonetheless be made under certain assumptions regarding the characteristics of the Receivables in the Receivables Portfolio and the performance thereof. Based on the assumptions that:

(i) the Receivables are subject to a constant rate of prepayment as shown in the tables below;

(ii) no Receivables are sold to the Issuer except as contemplated by the Eligibility Criteria and the Global Eligibility Criteria;

(iii) the Receivables continue to be fully performing;

(iv) the Revolving Period ends on the Interest Payment Date falling in May 2022;

(v) all payment dates occur on the 25th day of each February, May, August and November in each year starting from 25 November 2020;

(vi) no Revolving Period Termination Event has occurred;

(vii) all Principal Collections Proceeds during the Revolving Period will be used to acquire Additional Receivables Portfolios;

(viii) the characteristics of the Receivables Portfolio are the same at the end of the Revolving Period as at the Closing Date; and

(ix) the Notes are issued on 23 July 2020.

Assumption (i) is stated as an average annualised prepayment rate as the prepayment rate for one Interest Period may be substantially different from that for another. The constant prepayment rates shown above are purely illustrative and do not represent the full range of possibilities for constant prepayment rates.

Assumptions (ii) and (iii) relates to circumstances which are not predictable.

The approximate average lives and principal payment windows of each Class of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, at various assumed rates of prepayment of the Receivables, would be as follows:

Scenario (CPR)	**0%**	**3%**	**8%**	**13%**
Class A				
Weighted Average Life (in years)	4.71	4.56	4.32	4.10
Expected Maturity	August 2029	May 2029	May 2029	February 2029
Class B				
Weighted Average Life (in years)	4.84	4.70	4.46	4.23
Expected Maturity	February 2030	November 2029	November 2029	August 2029
Class C				
Weighted Average Life (in years)	4.91	4.77	4.53	4.31
Expected Maturity	February 2031	November 2030	November 2030	August 2030
Class D				
Weighted Average Life (in years)	5.05	4.91	4.67	4.45
Expected Maturity	May 2032	May 2032	May 2032	May 2032
Class E				
Weighted Average Life (in years)	1.47	1.47	1.47	1.47
Expected Maturity	February 2023	February 2023	February 2023	February 2023

The approximate average lives and principal payment windows of each Class of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes to the date the Notes may be subject to option redemption in whole pursuant to Condition 7.9 (*Optional Redemption in Whole*), at various assumed rates of prepayment of the Receivables, would be as follows:

Scenario (CPR)	**0%**	**3%**	**8%**	**13%**

Class A				
Weighted Average Life (in years)	4.65	4.49	4.25	4.04
Expected Maturity	February 2028	November 2027	August 2027	May 2027
Class B				
Weighted Average Life (in years)	4.65	4.49	4.25	4.04
Expected Maturity	February 2028	November 2027	August 2027	May 2027
Class C				
Weighted Average Life (in years)	4.65	4.49	4.25	4.04
Expected Maturity	February 2028	November 2027	August 2027	May 2027
Class D				
Weighted Average Life (in years)	4.65	4.49	4.25	4.04
Expected Maturity	February 2028	November 2027	August 2027	May 2027
Class E				
Weighted Average Life (in years)	1.47	1.47	1.47	1.47
Expected Maturity	February 2023	February 2023	February 2023	February 2023

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

The tables contained in the section entitled "***Estimated Weighted Average Lives of the Notes and Assumptions***" have been prepared by the Arranger based on information provided by Santander Consumer Portugal. The tables have not been audited by the Issuer, the Common Representative, the Arranger, the Lead Manager or any other independent entity.

Each of **Banco Santander, S.A.**, in its role as Arranger, and **Banco Santander Consumer Portugal, S.A.** accept responsibility for the information contained in the section headed "***Estimated Weighted Average Lives of the Notes and Assumptions***".

USE OF PROCEEDS

The gross proceeds of the issue of the Notes will amount to €610,200,001.00. The net proceeds of the issue of the Notes will amount to €606,829,076.00.

On or about the Closing Date, the Issuer will apply the net proceeds of the Notes as follows:

(a) the proceeds of the issue of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, in or towards payment to the Originator of the Initial Purchase Price for the purpose of purchasing the Initial Receivables Portfolio pursuant to the Receivables Sale Agreement;

(b) the proceeds of the issue of the Class E Notes, in or towards funding of the Reserve Amount;

(c) the proceeds of the issue of the Class X Notes, in or towards payment of the up-front premium to the Cap Counterparty, payment of the initial up-front transaction expenses and in on towards payment to the Originator of the Initial Purchase Price to the extent not covered by point (a) above; and

(d) any excess amount will be transferred to the Payment Account.

The proceeds of the VFN, at issuance or once increased, will be credited to the Reserve Account and recorded in the Commingling Reserve Ledger and will be used to protect the Issuer in case of the occurrence of a Commingling Event. The Issuer may increase the Principal Amount Outstanding and the nominal amount of the VFN up to the Commingling Reserve Ledger Required Amount on an Interest Payment Date after the occurrence of a Commingling Reserve Trigger Event, provided that an increase of the Principal Amount Outstanding and the nominal amount of the VFN may only occur to the extent that (i) such increase is in compliance with the required level of the Issuer's own funds as provided for in the Securitisation Law, (ii) Interbolsa's systems allow for such increase, and (iii) the Notes Purchaser has sufficient funds to pay to the Issuer the amount corresponding to the then increased Principal Amount Outstanding and nominal amount of the VFN.

The total expenses relating to the admission of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes to trading on Euronext Lisbon will amount to €48,050.00 (forty-eight thousand and fifty euros).

CHARACTERISTICS OF THE RECEIVABLES

The information set out below has been prepared on the basis of a pool of the Receivables as at 1 July 2020.

The Receivables

Each Receivable arises under or in connection with an auto loan originated by the Originator and includes (in all cases) any amounts of insurance premia and/or initial expenses which have been financed by the Originator to the relevant Obligors in relation to the assigned Receivables Contracts, which have been added to the outstanding balance under the relevant Receivables Contract.

The interest rate of the Receivables comprised in the Initial Receivables Portfolio may be a variable rate of interest indexed to EURIBOR or a fixed rate of interest. The Receivables comprised in the Initial Receivables Portfolio are amortising loans with instalments of both principal and interest. The interest is payable monthly and is calculated on the basis of a 360-day year at a variable rate or at a fixed rate.

Characteristics of the Initial Receivables Portfolio

The Initial Receivables Portfolio as at the Initial Portfolio Determination Date corresponds to a pool of Receivables owned by the Originator which has the aggregate characteristics indicated in Tables A to AA below as at 1 July 2020. Since such date, there have been changes to the pool of the Initial Receivables Portfolio, but the Initial Receivables Portfolio complies, as at 21 July 2020, with the Eligibility Criteria and the Global Eligibility Criteria.

The Receivables included in the Initial Receivables Portfolio have the characteristics that demonstrate capacity to produce funds to service payments due and payable on the Notes. However, neither the Originator nor the Issuer warrant the solvency (credit standing) of any or all of the Obligors. For the avoidance of doubt, the Initial Receivables Portfolio does not contain any Receivables in relation to which one or more instalments have not been paid by the respective Instalment Due Date.

Amounts are rounded to the nearest euro unit with €0.50 (fifty cents) being rounded upwards. This may give rise to certain rounding errors in the tables.

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.

In addition to its financing operations, Santander Consumer Portugal also offers insurance policies, on a optional basis. When entering into a Receivable Contract, an Obligor must either accept Santander Consumer Portugal's insurance, in which case the premium will be added to the monthly instalment, or obtain insurance from a different company and assign the rights in favour of Santander Consumer Portugal. Santander Consumer Portugal also finances amounts of insurance premia payable by certain Obligors. The insurance products under Santander Consumer Portugal scope are:

- **CPI**: Product that transfers to the Insurance Company the responsibilities of the Customer regarding the remaining payment of the financing, in case of 1) death and absolute and definitive invalidity: 2) death, absolute and definitive invalidity and temporary disability for work; 3) death, absolute and definitive invalidity; temporary disability for work; hospitalization, self-employed only and loss of employment, only for employees;
- **GAP**: It is an insurance of the sector of pecuniary losses. When a financed vehicle is considered a Total Loss, the Insurer will be responsible for the remaining credit settlement, allowing the client to buy a new vehicle. This covers: total loss by shock, collision, rollover, fire, lightning or explosion, or by theft or robbery.
- **Extended Warranty:** It is an insurance of the sector of pecuniary losses. It is a mechanical breakdown

guarantee for vehicles under 10 years old. It is intended for vehicles that no longer benefit from the manufacturer's or seller's warranty. It includes coverage of: mechanical, electrical and electronic malfunction; travel assistance and replacement vehicle.

Information relating to the Obligors in the cases where assets comprise obligations of 5 (five) or fewer Obligors which are legal persons or are guaranteed by 5 (five) or fewer legal persons or where an Obligor or entity guaranteeing the obligations accounts for 20 % (twenty per cent.) or more of the Assets, or where 20 % (twenty per cent.) 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.

Table A: Initial Principal Outstanding Balance

Portfolio dated 1 July 2020 Initial Principal Outstanding Balance				
Range of Initial Principal Outstanding Balance	Loans		Initial Principal Outstanding Balance	
	Number	%	€	%
[0 , 5,000[	175	0,33%	784 858,24	0,09%
[5,000 - 10,000[	7 979	15,04%	64 000 133,70	7,64%
[10,000 - 15,000[	19 193	36,17%	241 099 018,20	28,78%
[15,000 - 20,000[	14 350	27,04%	245 954 453,32	29,36%
[20,000 - 25,000[	7 000	13,19%	154 952 521,54	18,50%
[25,000 - 30,000[	2 850	5,37%	76 762 165,73	9,16%
[30,000 - 35,000[	980	1,85%	31 407 948,56	3,75%
[35,000 - 40,000[	295	0,56%	10 876 896,68	1,30%
[40,000 - 45,000[	105	0,20%	4 423 138,13	0,53%
[45,000 - 50,000[	45	0,08%	2 123 382,82	0,25%
[50,000 - 55,000[	36	0,07%	1 869 726,32	0,22%

[55,000 - 60,000[	24	0,05%	1 377 810,41	0,16%
[60,000 - 65,000[	15	0,03%	925 773,33	0,11%
[65,000 - 70,000[	6	0,01%	408 275,64	0,05%
[70,000 - 75,000[	--	--	--	--
≥ 75,000	7	0,01%	662 483,81	0,08%
Total	**53 060**	**100,00%**	**837 628 586,43**	**100,00%**

Table B: Current Principal Outstanding Balance

Portfolio dated 1 July 2020 Principal Outstanding Balance				
Range of Principal Outstanding Balance	Loans		Principal Outstanding Balance	
	Number	%	€	%
[0 , 5,000[	7 947	14,98%	24 183 214,77	4,03%
[5,000 - 10,000[	16 054	30,26%	123 159 344,31	20,53%
[10,000 - 15,000[	16 482	31,06%	203 686 487,33	33,95%
[15,000 - 20,000[	8 265	15,58%	141 380 034,74	23,56%

[20,000 - 25,000[	2 825	5,32%	62 276 433,31	10,38%
[25,000 - 30,000[	946	1,78%	25 589 828,46	4,26%
[30,000 - 35,000[	342	0,64%	10 923 420,22	1,82%
[35,000 - 40,000[	89	0,17%	3 314 786,34	0,55%
[40,000 - 45,000[	47	0,09%	1 995 275,96	0,33%
[45,000 - 50,000[	23	0,04%	1 097 068,02	0,18%
[50,000 - 55,000[	21	0,04%	1 094 345,59	0,18%
[55,000 - 60,000[	8	0,02%	467 389,37	0,08%
[60,000 - 65,000[	3	0,01%	190 776,82	0,03%
[65,000 - 70,000[	2	0,00%	135 460,02	0,02%
[70,000 - 75,000[	3	0,01%	218 894,97	0,04%
≥ 75,000	3	0,01%	305 487,15	0,05%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table C: Vehicle Type

Portfolio dated 1 July 2020
Vehicle Type

Vehicle Type	Loans		Principal Outstanding Balance	
	Number	%	€	%
NEW	31 374	59,13%	353 757 785,63	58,96%
USED	21 686	40,87%	246 260 461,75	41,04%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table D: Vehicle Category

Portfolio dated 1 July 2020 Vehicle Category				
Vehicle Category	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
PASSENGER	46 459	87,56%	540 844 577,43	90,14%
VAN	5 590	10,54%	52 226 628,05	8,70%
MOTORCYCLE	958	1,81%	6 006 825,85	1,00%
TRUCK	53	0,10%	940 216,05	0,16%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table E: Engine Type

Portfolio dated 1 July 2020 Engine Type				
Engine Type	Loans		Principal Outstanding Balance	
	Number	%	€	%
Diesel	29 612	55,81%	358 820 908,75	59,80%
Gasoline	22 417	42,25%	222 113 820,83	37,02%
Hybrid	938	1,77%	17 684 623,28	2,95%
Eletric	91	0,17%	1 382 869,02	0,23%
Gas	2	0,00%	16 025,50	0,00%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table F: Client Type

Portfolio dated 1 July 2020 Client Type		
Client Type	Loans	Principal Outstanding Balance

	Number	%	€	%
INDIVIDUAL	45 758	86,24%	520 766 832,64	86,79%
COMPANY	4 519	8,52%	46 393 145,82	7,73%
SELF EMPLOYED	2 429	4,58%	28 556 951,46	4,76%
PROFESSIONAL	354	0,67%	4 301 317,46	0,72%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table G: Client Nationality

Portfolio dated 1 July 2020 Client Nationality				
Client Nationality	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
Portuguese	52 986	99,86%	599 122 280,91	99,85%
Other	74	0,14%	895 966,47	0,15%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table H: Employment Type

Portfolio dated 1 July 2020 Employment Type				
Employment Type	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
Employed or full loan is guaranteed	32 927	62,06%	378 919 785,79	63,15%
Other	9 631	18,15%	105 598 016,26	17,60%
No employment, borrower is legal entity	4 519	8,52%	46 393 145,82	7,73%
Protected life-time employment (Civil/government servant)	3 184	6,00%	36 084 586,86	6,01%
Self-employed	2 783	5,25%	32 858 268,92	5,48%
Pensioner	10	0,02%	87 418,20	0,01%
Unemployed	6	0,01%	77 025,53	0,01%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table I: Geographic Region

Portfolio dated 1 July 2020

Geographic Distribution				
Region	Loans		Principal Outstanding Balance	
	Number	%	€	%
LISBOA	10 539	19,86%	115 327 067,16	19,22%
PORTO	9 361	17,64%	107 455 441,13	17,91%
SETUBAL	6 666	12,56%	78 914 587,19	13,15%
FARO	3 449	6,50%	38 780 099,63	6,46%
AVEIRO	3 459	6,52%	38 489 353,70	6,41%
ILHA DA MADEIRA	2 204	4,15%	26 768 853,65	4,46%
BRAGA	2 295	4,33%	25 042 378,25	4,17%
COIMBRA	2 207	4,16%	23 570 236,06	3,93%
LEIRIA	1 999	3,77%	21 221 896,59	3,54%
SANTAREM	1 605	3,02%	17 927 425,39	2,99%
ILHA DE SAO MIGUEL	1 208	2,28%	14 800 351,69	2,47%
VISEU	1 176	2,22%	13 029 898,75	2,17%
EVORA	1 056	1,99%	12 374 072,15	2,06%

BEJA	1 016	1,91%	12 216 786,35	2,04%
CASTELO BRANCO	970	1,83%	10 346 844,06	1,72%
VILA REAL	842	1,59%	9 682 532,82	1,61%
VIANA DO CASTELO	684	1,29%	7 500 021,24	1,25%
PORTALEGRE	606	1,14%	7 281 607,86	1,21%
GUARDA	609	1,15%	6 862 316,36	1,14%
ILHA TERCEIRA	508	0,96%	5 645 567,77	0,94%
BRAGANCA	369	0,70%	3 880 699,48	0,65%
ILHA DO PICO	56	0,11%	720 568,90	0,12%
ILHA DO FAIAL	69	0,13%	693 536,10	0,12%
ILHA DE SAO JORGE	27	0,05%	415 978,48	0,07%
ILHA DE SANTA MARIA	27	0,05%	348 521,62	0,06%
ILHA DE PORTO SANTO	24	0,05%	314 586,58	0,05%
ILHA DAS FLORES	10	0,02%	141 189,60	0,02%
FUNCHAL	8	0,02%	94 041,18	0,02%
ILHA DA GRACIOSA	7	0,01%	93 113,40	0,02%
PONTA DELGADA	2	0,00%	43 045,00	0,01%

ILHA DO CORVO	2	0,00%	35 629,24	0,01%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table J: Client Scoring

Portfolio dated 1 July 2020 Scoring Distribution				
Scoring	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
Low Risk	14 119	26,61%	163 955 902,77	27,33%
Medium-Low Risk	17 288	32,58%	193 793 436,87	32,30%
Medium Risk	17 712	33,38%	202 698 511,75	33,78%
Medium-High Risk	3 941	7,43%	39 570 395,99	6,59%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table K: Ten Largest Obligors

Portfolio dated 1 July 2020

Ten Largest Obligors						
Obligor	Client Type	Region	Loans		Principal Outstanding Balance	
			Number	%	€	%
1	INDIVIDUAL	SETUBAL	1	0,00%	104 094,64	0,02%
2	COMPANY	FARO	2	0,00%	102 531,68	0,02%
3	COMPANY	LISBOA	1	0,00%	101 837,83	0,02%
4	INDIVIDUAL	BRAGA	1	0,00%	99 554,68	0,02%
5	COMPANY	PORTO	10	0,02%	91 789,83	0,02%
6	COMPANY	COIMBRA	5	0,01%	90 846,48	0,02%
7	COMPANY	BRAGA	7	0,01%	90 459,37	0,02%
8	COMPANY	LISBOA	5	0,01%	81 229,98	0,01%
9	INDIVIDUAL	SETUBAL	1	0,00%	73 983,68	0,01%
10	SELF EMPLOYED	LISBOA	1	0,00%	73 768,07	0,01%
Other Obligors			53 026	99,94%	599 108 151,14	99,85%
Total			**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table L: Interest Rate Type

Portfolio dated 1 July 2020 Interest Rate Type						
Interest Rate Type	Loans		Principal Outstanding Balance		WA Interest Rate	WA Margin
	Number	%	€	%		
Fixed	47 734	89,96%	546 756 818,36	91,12%	6,52%	--
Floating (EURIBOR 3M)	4 991	9,41%	49 246 366,54	8,21%	6,28%	6,60%
Floating (EURIBOR 6M)	335	0,63%	4 015 062,48	0,67%	5,99%	6,28%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**	**6,50%**	**6,57%**

Table M: Interest Rate (Fixed Rate Loans)

Portfolio dated 1 July 2020 Interest Rate (Fixed Rate Loans)					
Range of Interest Rate	Loans		Principal Outstanding Balance		WA Interest Rate
	Number	%	€	%	
[3 - 4[	398	0,75%	5 063 788,28	0,84%	3,69%
[4 - 5[	3 616	6,81%	45 954 814,03	7,66%	4,68%

[5 - 6[	11 490	21,65%	149 143 127,00	24,86%	5,56%
[6 - 7[	14 913	28,11%	172 746 547,01	28,79%	6,48%
[7 - 8[	10 282	19,38%	103 989 557,23	17,33%	7,44%
[8 - 9[	4 975	9,38%	50 879 652,62	8,48%	8,43%
[9 - 10[	1 647	3,10%	15 842 002,96	2,64%	9,39%
[10 - 15[	386	0,73%	3 012 962,02	0,50%	10,85%
[15 - 20[	24	0,05%	108 998,43	0,02%	15,84%
≥ 20	3	0,01%	15 368,78	0,00%	21,12%
Total	**47 734**	**89,96%**	**546 756 818,36**	**91,12%**	**6,52%**

Table N: Margin (Floating Rate Loans)

Portfolio dated 1 July 2020 Margin (Floating Rate Loans)					
Range of Margin	**Loans**		**Principal Outstanding Balance**		**WA Margin**
	Number	**%**	**€**	**%**	
[3 - 4[	14	0,03%	135 803,49	0,02%	3,86%

[4 - 5[	257	0,48%	2 484 963,95	0,41%	4,66%
[5 - 6[	1 283	2,42%	15 166 017,33	2,53%	5,58%
[6 - 7[	1 904	3,59%	19 117 133,61	3,19%	6,43%
[7 - 8[	1 050	1,98%	9 479 249,39	1,58%	7,41%
[8 - 9[	528	1,00%	4 737 644,49	0,79%	8,41%
[9 - 10[	251	0,47%	1 863 829,96	0,31%	9,40%
[10 - 15[	39	0,07%	276 786,80	0,05%	10,40%
Total	**5 326**	**10,04%**	**53 261 429,02**	**8,88%**	**6,57%**

Table O: Origination Year

Portfolio dated 1 July 2020 Origination Date				
Origination Year	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
2015	854	1,61%	5 603 354,94	0,93%
2016	11 404	21,49%	90 477 813,62	15,08%

2017	12 335	23,25%	122 699 227,62	20,45%
2018	13 685	25,79%	162 355 826,39	27,06%
2019	11 768	22,18%	170 488 724,37	28,41%
2020	3 014	5,68%	48 393 300,44	8,07%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table P: Maturity Year

Portfolio dated 1 July 2020 Maturity Date				
Maturity Year	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
2020	1 050	1,98%	1 187 577,20	0,20%
2021	3 838	7,23%	12 258 276,82	2,04%
2022	4 936	9,30%	29 229 490,15	4,87%
2023	6 241	11,76%	50 864 373,11	8,48%
2024	6 425	12,11%	65 225 697,61	10,87%

2025	5 240	9,88%	61 378 539,04	10,23%
2026	7 104	13,39%	92 313 100,44	15,39%
2027	6 006	11,32%	86 457 981,68	14,41%
2028	5 368	10,12%	81 983 871,12	13,66%
2029	5 322	10,03%	91 060 525,11	15,18%
2030	1 530	2,88%	28 058 815,10	4,68%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table Q: Original Term

Portfolio dated 1 July 2020 Original Term				
Original Term Range (months)	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
[0 - 12]	8	0,02%	46 443,52	0,01%
]12 - 24]	99	0,19%	506 392,93	0,08%
]24 - 36]	681	1,28%	3 197 296,87	0,53%

]36 - 48]	4 230	7,97%	24 874 180,51	4,15%
]48 - 60]	8 168	15,39%	56 119 689,77	9,35%
]60 - 72]	5 694	10,73%	49 329 847,61	8,22%
]72 - 84]	6 720	12,66%	70 288 238,61	11,71%
]84 - 96]	6 976	13,15%	84 579 016,45	14,10%
]96 - 108]	966	1,82%	12 524 103,20	2,09%
]108 - 120]	19 518	36,78%	298 553 037,91	49,76%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table R: Seasoning

Portfolio dated 1 July 2020 Seasoning				
Seasoning Range (months)	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
[0 - 12]	9 124	17,20%	140 588 180,12	23,43%
]12 - 24]	12 871	24,26%	167 026 470,93	27,84%

]24 - 36]	13 183	24,85%	143 780 144,61	23,96%
]36 - 48]	12 308	23,20%	107 203 808,97	17,87%
]48 - 60]	5 574	10,51%	41 419 642,75	6,90%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table S: Remaining Term

Portfolio dated 1 July 2020 Remaining Term				
Remaining Term Range (months)	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
[0 - 12]	2 869	5,41%	5 641 666,93	0,94%
]12 - 24]	4 284	8,07%	19 465 550,18	3,24%
]24 - 36]	5 684	10,71%	40 522 186,38	6,75%
]36 - 48]	6 370	12,01%	58 391 544,33	9,73%
]48 - 60]	5 918	11,15%	64 791 352,36	10,80%
]60 - 72]	6 043	11,39%	74 748 116,45	12,46%

]72 - 84]	6 663	12,56%	91 168 179,42	15,19%
]84 - 96]	5 702	10,75%	84 245 813,24	14,04%
]96 - 108]	5 194	9,79%	83 870 547,86	13,98%
]108 - 120]	4 333	8,17%	77 173 290,23	12,86%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table T: Product Type

Portfolio dated 1 July 2020 Product Type				
Product Type	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
Loan	53 060	100,00%	600 018 247,38	100,00%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table U: Repayment Type

Portfolio dated 1 July 2020 Repayment Type

Repayment Type	Loans		Principal Outstanding Balance	
	Number	%	€	%
French Amortisation	53 060	100,00%	600 018 247,38	100,00%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table V: Payment Frequency

Portfolio dated 1 July 2020 Payment Frequency				
Payment Frequency	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
Monthly	53 060	100,00%	600 018 247,38	100,00%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table W: Arrears

Portfolio dated 1 July 2020 Arrears

Days in Arrears	Loans		Principal Outstanding Balance	
	Number	%	€	%
0 days	53 060	100,00%	600 018 247,38	100,00%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table X: Guarantee Type

Portfolio dated 1 July 2020 Guarantee Type				
Guarantee Type	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
PROPERTY RESERVE	52 416	98,79%	593 094 805,25	98,85%
CAR MORTAGE	641	1,21%	6 898 737,30	1,15%
PROMISSORY NOTE	3	0,01%	24 704,83	0,00%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table Y: Warranty Extension Insurance

Portfolio dated 1 July 2020 Warranty Extension Insurance				
Warranty Extension Insurance	Loans		Principal Outstanding Balance	
	Number	%	€	%
Yes	263	0,50%	2 854 560,06	0,48%
No	52 797	99,50%	597 163 687,32	99,52%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table Z: GAP Insurance

Portfolio dated 1 July 2020 GAP Insurance				
GAP Insurance	Loans		Principal Outstanding Balance	
	Number	%	€	%
Yes	1 953	3,68%	19 202 648,70	3,20%
No	51 107	96,32%	580 815 598,68	96,80%

Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Table AA: CPI Insurance

Portfolio dated 1 July 2020 **CPI Insurance**				
CPI Insurance	**Loans**		**Principal Outstanding Balance**	
	Number	**%**	**€**	**%**
Yes	32 060	60,42%	349 878 553,29	58,31%
No	21 000	39,58%	250 139 694,09	41,69%
Total	**53 060**	**100,00%**	**600 018 247,38**	**100,00%**

Verification of data

For the purposes of compliance with Article 22(2) of the Securitisation Regulation, the Originator has caused the sample of loans selected from the Initial Receivables Portfolio (and certain Eligibility Criteria to be checked against the Initial Receivables Portfolio) to be externally verified by an appropriate and independent third party. Such verification was completed to a confidence level of at least 99% (ninety-nine per cent.). The Initial Receivables Portfolio has been subject to an agreed upon procedures review (to review, amongst other things, conformity with the Receivables Warranties (where applicable)) on a sample of loans selected from the Initial Receivables Portfolio conducted by a third-party and completed on or about 17 July2020 with respect to the Initial Receivables Portfolio in existence as at 1 July 2020. No significant adverse findings arose from such review. This independent third party has also performed agreed upon procedures in order to verify that the stratification tables disclosed in respect of the underlying exposures are accurate. The third party undertaking the review only has obligations to the parties to the engagement letters governing the performance of the agreed upon procedures subject to the limitations and exclusions contained therein.

Environmental performance of the Receivables

Santander Consumer Portugal collects information relating to the environmental performance of the Receivables in the Receivables Portfolio at origination of each Receivable, although it does not load such information into its reporting systems nor monitor this information on an ongoing basis thereafter.

Other characteristics

The Receivables are homogeneous for the purposes of Article 20(8) of the Securitisation Regulation, on the basis that all the Receivables in the Initial Receivables Portfolio: (i) have been underwritten by the Originator in accordance with similar underwriting standards applying similar approaches with respect to the assessment of a potential Obligor's credit risk; (ii) are entered into substantially on the terms of similar standard documentation for auto loans; (iii) are serviced by the Servicer pursuant to the Receivables Servicing Agreement in accordance with the same servicing procedures with respect to monitoring, collections and administration of cash receivables generated from the loans; and (iv) form one asset category, namely auto loans granted to Obligors with residence in Portugal.

ORIGINATOR'S STANDARD BUSINESS PRACTICES, SERVICING AND CREDIT ASSESSMENT

Origination strategy

Santander Consumer Portugal is one of the leading banks focused on providing financial services to all participants along the car distribution chain, from the importer/manufacturer to the end customer through its distribution network, with more than 25 (twenty-five) years of experience in the origination in Portugal and underwriting of auto loans similar to those included in the Receivables Portfolio.

This aim has been achieved by following a strategy of full integration in the car market, covering all related financial aspects through the development of a set of products specifically designed to satisfy the financial needs of all the parties involved in the car distribution chain. Having over 25 (twenty-five) years of experience in the automobile finance market has allowed the company to develop business relationships with the main market participants: original equipment manufacturers, private importers, dealers and final customers.

In addition, Santander Consumer Portugal's origination capacity is strengthened by special agreements with Peugeot, Citroen, DS, Volvo, Opel, Kia, Isuzu, Suzuki and Mitsubishi. The development of the relationship with original equipment manufacturersand importers has been the cornerstone to secure distribution aiming to secure and constantly improve retail margins against the negotiation power of large retail groups. Santander Consumer Portugal has been able to manage and leverage the "captive programs" to secure partnerships such as Salvador Caetano and Santogal Group's – as two examples – major retail groups for multi-brands, ensuring their loyalty to Santander Consumer Portugal's products and services. To achieve this purpose, the bank focused on increasing its offer of financial instruments (standard credit products, trade cycle management, renting and leasing), commercial agreements leveraging the stock finance products (wholesale) and e-commerce, and on extending the benefits to the networks of car brands.

Attracting new brands, particularly those with some relevance in the Portuguese market is an important aspect of the Santander Consumer Portugal's work.

Santander Consumer Portugal also expects that its future growth will result from an increase in its activity in the used car market, ranging from franchise dealers, representing the current captive brands, or other car brands and to the independent retail market, which today represents the majority of used car business in Portugal.

Santander Consumer Portugal's activity is oriented towards three different types of targets:

1. Final car purchasers (end customers);
2. Other institutions active in the automobile market, ranging from importers/distributors to car dealers (new cars and used cars); and
3. Independent retail market (used cars).

Origination procedures

The Receivables Contracts included in the Receivables Portfolio and the auto loans granted thereunder have been granted by Santander Consumer Portugal according to its usual procedures of analysis and assessment of the borrower´s credit risk regarding the granting of loans to natural persons or legal persons for the purchase of new and used vehicles. The following is a description of some of the credit granting policies and procedures applied from time to time by the Originator in originating loans and receivables which corresponds to its Lending Criteria. The Receivables have been originated in accordance with the policies and procedures set out in this section which corresponds to the Lending Criteria.

The efficient management of the risk is one of the main aspects on which the strategy of Santander Consumer Portugal is based.

The main principles of the risk management, are as follows:

- Common basic model adapted to the specific needs of each market and to the business structure, both according to the type of customer and according to activity and geography;
- Continuous improvement of risk management processes, tools and methodology;
- Priority for risk quality criteria; business growth based on the maintenance/improvement of the quality of risk assets;
- Executive capacity based on experience and thorough knowledge of sectors and markets in which it operates;
- Functional independence with shared hierarchy, so that the goals and methodology can be established by the risk area, at the same time that the organizational structure is adapted to the commercial strategy and to the business needs defined by top management;
- Risk management by means of differentiated processes and systems according to the type of risk and the segment of customers and products;
- Specialization and differentiation of the credit process (admission, formalization, follow-up and recovery) according to the segment of customers;
- Use of systems such as credit scorings helping to make credit decisions and serving as tools that make the credit granting process more efficient, make the credit behaviour monitoring easier and enable the treatment according to homogeneous groups of risk;
- Relevance of risk supervision in order to prevent eventual impairments in the risk quality, as an anticipatory measure; and
- Diversification of risk, limiting, in general, the level of total indebtedness of the client that can face.

In particular, for the automotive sector business line, Santander Consumer Portugal has established, among others, the following general principles for credit risk management:

- Segmentation consists on the classification of the risk according to certain criteria in order to optimize the efficiency in its management; the segmentation allows:
  - To analyse the risk differently according to its type;
  - To assess yield and risk better; and
  - To improve the decision-making process, since more appropriate information is available;
- The segmentation for the automotive business line, is the following:
  - New vehicles; and
  - Used vehicles;
- Integrity, given that risks are globally managed (admission, follow-up and recovery).

These criteria are based on four pillars: risk policies, automation of decisions, strictness in analysis, and efficient processes and systems.

The approach used for the risk management is the credit cycle, which is understood as the set of actions to be performed in order to administer the risk in credit transactions, for the purposes of optimizing the ratio between risk and profitability. The credit cycle has four stages: planning, admission, portfolio management and collection or recovery.

Sourcing channels

Santander Consumer Portugal originates consumer car loans mainly through car dealers/showrooms point-of-sale channel, which include captive brand dealers, other franchisee car brands and the independent dealers (muti-brand). E-commerce is being launched based on innovative digital solution that will go to market in the very near term.

In the franchisee networks, both captive and non-captive dealers, the Portuguese car market is characterised by some level of concentration, by low number of major size companies, who typically deals within the new cars market and remarketing vehicles. For the independent retail, the network that runs the used cars business, the market is made up of a vast number of small-sized companies.

Products and risks

The definition of the maximum limits, both for amounts and for terms, to be established as conditions of the asset products that are marketed, is made by applying risk criteria and commercial considerations jointly between the risk department and the corresponding business areas.

In this respect, the main credit determining factors are the following:

- Market assessments of the goods to be financed must be supported in some cases by independent appraisals and, in other cases, by data extracted from technical publications (e.g., Gamvan and Eurotax);
- The need, according to the type of product, that the client provides a minimum initial amount from its own resources (minimum initial down payment); and
- Financing terms must be consistent with the useful life of the product to be acquired and must be proportional to the repayment capacity of the borrower.

From a commercial point of view, the following is deemed essential:

- The strategic decisions communicated by top management;
- The financial terms of the transaction (fees, interests and expenses) must be proportional to the risk level to be assumed according to the product and term; and
- The competitive position as compared to the offers from competitors.

Apart from the decisions made within the aforementioned scope, there are other bodies that may deal with these matters: the board of directors, the executive committee, the management committee, and the executive committee for risks and the local marketing and monitoring committee for products and operations.

Once the limits have been established, the business areas include them in their products and the risk area must take them into account for its internal procedures.

Application admission procedure

There is a complete segregation of duties between the business origination process (commercial areas) and the risk analysis process (credit risk area). The former is solely responsible for generating business, whereas the latter is responsible for validating that originated business is in line with Santander Consumer Portugal's risk policies and appetite.

The credit-granting decision-making process follows the guidelines of the credit manual, which establishes the composition of the credit approval bodies and their power of approval, and lays down the rules and procedures for preparing and guaranteeing operations.

For retail business, credit loan origination is based on automated decision-making engines, constituted by scorecards and rules. Credit analysts validate applications that are not automatically decided by the decision-making engine.

Santander Consumer Portugal uses the following client databases: Santander Consumer Portugal's client database, Dun & Bradstreet, the Bank of Portugal's database of individuals/corporate inhibited from holding cheques and the Bank of Portugal's Risk Database (*Central de Responsabilidades de Crédito do Banco de Portugal*).

The credit risk area assumes responsibility for validating and recommending business proposals, and monitoring and supervising the risk of the Santander Consumer Portugal's portfolio.

- *Standardised Credit Risk Team* - Most retail applications submitted to Santander Consumer Portugal are decided by the automatic decision engine, based on a statistical model (scorecard) and rules. The applications that are not automatically decided are submitted to a specialised for analysis and validation
- *Non-Standardised Credit Risk Team* - The non-standardised credit risk team analyses and prepares the supporting documentation for submission of transactions to the local loan committee, mostly for auto dealerships representing brands with which Santander Consumer Portugal has agreements.

Procedure for the opening of new accounts processing flow

The application is submitted by the credit intermediary using Santander Consumer Portugal dealer's portal. The automatic decision-making engine processes the application and decides or submits to the standardised risk team if it is the case.

Applications rejected by the automatic decision-making engine are not frequently asked to be validated by the standardised risk team (low level of low-side overrides).

All the workflow is supported and managed by the portals, informing the dealer the status within the workflow and the decision made regarding the application.

Upon the application approval, contractual formalisation can be fully digital, based on a proprietary system of authorisation and authentication developed by Santander Consumer Portugal.

Lending guidelines

The applications are supported by different documents, depending on whether they concern individuals or companies.

When validating applications from individuals, the information in databases mentioned above is considered. Applicants' income levels are always checked against their yearly tax declarations and latest salary slips. Santander Consumer Portugal's affordability checks follow the applicable regulation issued by the Bank of Portugal concerning debt service to income levels.

Applicants' home addresses are confirmed using a reliable document. Profession and employer are also analysed.

For auto applications, an assessment of the Loan-to-Value ratio is also considered, for both new and used vehicles, using a market-referenced database (Eurotax).

A specific set of documents is considered for corporate business: at minimum level for small businesses and not significant risk transactions, the yearly tax declaration; for larger enterprises or economic groups, full financial statements and independent statutory audit report, if applicable.

Research on every available database is also done, aiming to check for incidents, including the Bank of Portugal.

Santander Consumer Portugal requires a promissory note as a guarantee for all types of loans – a document signed by the relevant client, disclosing the amount borrowed from Santander Consumer Portugal that may be used in any court recovery or expedite executive legal action, if required. The credit risk policies are clearly defined and regularly updated.

Thus, the admission procedure consists of a series of actions aimed at the resolution of credit applications with the purpose of (i) approving credit transactions for those clients that are in the target market and meet the requirements, (ii) rejecting applications identified as having a higher risk of non-payment, and (iii) providing alternatives for those applications that require a more in-depth analysis.

The admission of transactions always starts at the request of the dealer.

This commencement may take place by means of a telephone call made to the call centre or by means of the capture by the advisor in the web system implemented to that end.

In all cases, the process is started with the gathering of data and the feeding of said data in the systems implemented to that end (AS/400 is the tool used at Santander Consumer Portugal).

During the registration process of the computer application, identifying data of the borrowers and guarantors (name and surname, corporate name, tax identification number/code), the terms and conditions of the transaction (amount, term, purpose, payments, etc.) and the information data (personal, employment and solvency) are introduced.

In the event that the transaction has been approved and is to be formalized, the aforementioned data is validated and verified by means of the submission of certain documents such as the national identity card, tax identification number, last payslip, last tax return, evidence of property owned, document for direct debiting, deed of incorporation, corporate income tax, balance sheets, etc.

Aside from the information provided by customers, additional information is automatically obtained when the customers' identity document numbers are entered in the computerized application. This additional information comes from (i) the Santander Consumer Portugal's own database (in respect of the customer's behaviour in previous transactions), as well as (ii) from external databases.

With all this information and/or any other information that might be considered necessary, the application enters the assessment process, which can be:

- Automatic: the assessment system is able to make a decision without the intervention of an analyst.
- Manual: the assessment is made by an analyst; this occurs when the decision to be made is contrary to the decision of the model (forced decisions) or where the model, due to type of transaction, cannot make an automatic decision (due to the fulfilment of certain rules).

Scoring tools

Santander Consumer Portugal uses the scoring system of the SCF Group exclusively for the credit risk analysis of private individuals and the self-employed. This system automatically approves a credit proposal if the client achieves a certain score and after going through a certain set of "rules" (internally called "filters").

A permanent statistical data risk evaluation is performed monthly and shared with the risk division headquarters of Santander Consumer Finance, S.A. in Madrid.

Santander Consumer Portugal's risk evolution is monitored and controlled every month by using scoring and rating portfolio risk. The results are used to classify each of the Santander Consumer Portugal's operations by customer type. This qualitative analysis of the portfolio is the basis for adjustments to credit policy.

i. Models used

The model gives a score to each application, which is obtained from the sum of the various variables that are scored. Once the application has been scored and according to the rules applied by the application, the application is put into a decision-making matrix for its classification as approved, rejected or grey area.

Santander Consumer Portugal has implemented the scoring model for auto products in April 2019.

ii. Assessment and answers of the system

Once the process of an assessment is completed it produces a result, which can be:

- Accept the application;
- Reject the application; and
- Review. In this case, the model does not have sufficient arguments for the acceptance or rejection of the application; consequently, the decision must be manually made by a risk analyst, according to his/her opinion.

In order to obtain this result, the models use two types of information:

- Scoring: the calculation is made by using the scoring model. This scoring is understood as a measurement of the probability of non-payment. The lower the score, the higher the risk of non-payment.
- Rules: Santander Consumer Portugal has only negative rules, which highlight all weak points observed in the application, such as fraud, indebtedness, insecurity of employment, previous experience, etc..

The combination of the “scoring” with the “rules result” establishes the basis upon which the result of the model or, as shown below, the resolution table is determined. As a minimum, a different table will be applied to each model, but various resolution tables can also be applied according to the dealer, profile, product or any other segmentation considered.

Model Rules

In order to strengthen the decision, a system of rules divided into (i) exclusion rules, (ii) review rules and information rules is established.

- Exclusion rules

These are those rules that invalidate the result of the scoring assessment for a transaction, regardless of the score obtained. These rules operate as minimum acceptance criteria and will be applied to all the applications assessed by the model.

- Review rules

This involves applications that have any parameter outside of the standards requiring a confirmation or review exclusively by the analyst. These rules are considered to be a “filter”, so that the application that fulfils one of these rules cannot be approved by the system, whilst the analyst does not validate that such transaction has been completed pursuant to the generally required criteria.

Management Governance

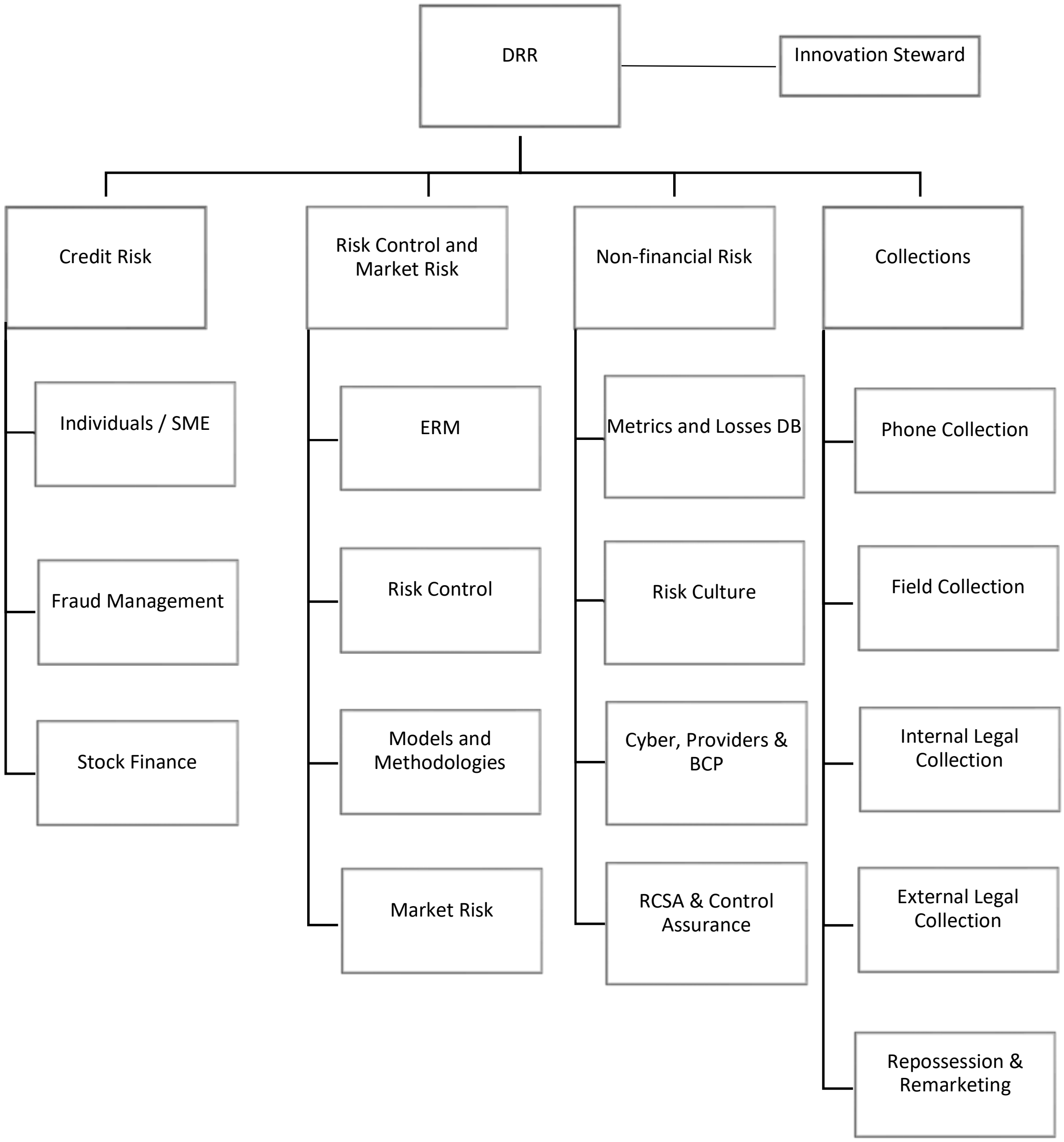
The governance of Santander Consumer Portugal’s risk management model is structured as follows:

- Board Risk Committee:
    - Advisory and support to the Board of Directors on the definition of risk strategy and risk policies;

    - Assessment of the risk appetite framework of Santander Consumer Portugal as well as any initiative or project connected with risk management;
    - Determination, in conjunction with the Board of Directors, of the nature and format of information regarding risk management and the frequency with which it must be analysed by the Committee itself and by the Board of Directors.

- Executive Risk Control Committee:
    - Guaranteeing that all the controls regarding risk management in a global view are in line with the risk appetite of Santander Consumer Portugal;
    - Regularly reviewing risk metrics and performance, addressing admission, portfolio management, vintages, NPL evolution, management delinquency variation and collections performance.
- Operational Risk Committee:
    - Supervising the identification, mitigation, monitoring and reporting of operational current and emerging operational risks and their impact on Santander Consumer Portugal's risk profile, and the integration of the identification and management of operational risk in decision processes;
    - Ensuring compliance with the operational risk framework, the limits of risk tolerance and of the policies and procedures established in this field.
- Provisions Risk Committee:
    - Collegiate decision body responsible for global provision management;
    - Monitoring, in its area of action and decision-making, all the provisions topics regarding Santander Consumer Portugal;
    - Its objective is to be the instrument for decision-making, guaranteeing they are within the provision governance set in Santander Consumer Portugal, and informing the Board or its committees of its activity when required.
- Local Loan Committee:
    - Collegiate decision-making body responsible for credit risk in accordance with the authorities delegated by the Board of Directors of Santander Consumer Portugal;
    - Its objective is to recommend and validate credit risk limits to be assigned , guaranteeing that they are within the limits set in the credit risk appetite of Santander Consumer Portugal and the SCF Group, as well as informing the Board of Directors or its committees of its activity when required;
    - Recommends and validates credit risk proposals up to EUR 7,000,000 (seven million euros).

Risks & Collections Organisational Chart



Credit Risk Management and Monitoring

Both the business department and risk departments monitor periodically the behavior and admission models and the general performance of the transactions in accordance with its processes and policies, focusing on the client and all his/her exposures with the group.

These processes are defined under two fundamental pillars:

- Analysis and management of alerts relating to credit quality.
- Monitoring of the evolution of portfolios.

Furthermore, and additionally, they carry out the validation of credit rating models in order to ensure that the pillars supporting the monitoring process are correctly calibrated, which guarantees the monitoring quality.

The credit risk control, analysis and consolidation areas will generate the information necessary for an efficient portfolio monitoring.

(i) Risk monitoring reports

The credit risk is monitored by means of the preparation and analysis of periodic information on the credit portfolio. The scoring model backtesting is also perfomed regularly in order to carry out a monitoring not only of the score obtained and of the assessment result (combination of score and credit rule) as regards default rates, but also of each one of the variables captured during the contracting process of the application in order to check the stability of population, to carry out an analysis of sub-populations (regional, branches, objects, etc.) for the purposes of adapting the model, if necessary.

(ii) Portfolio management applications

SCP: Strategic Commercial Plan. Annually a report is prepared by the business and risk departments which contains all information on each portfolio (ie. admission indicators, risk metrics, limits, policies, recovery management, projects, decision-making models).

MRR: Monthly Risk Report. A monthly report is prepared by the risk department to monitor the portfolio, which analyses and evaluates any deviation from metrics or indicators established by Santander Consumer Portugal, and establishes control and mitigation plans if necessary.

Collections area and arrears management approach

Santander Consumer Portugal's collections team manages the full collections cycle, from early arrears managed by massive collection processes, to door-knocking activities, repossession and remarketing of assets and late/legal collections.

A new custom-made system to support collections activities was developed in 2019 and will be rolled-out in the second quarter of 2020, integrating all processes and workflows end-to-end.

Collection actions begin from the first days past due, with high intensity on early/massive collections in order to prevent the account from rolling over to higher severity situations.

Collections activities are organised in the following teams:

- Massive collections (interactive voice response and phone, text messages, e-mails) & door knocking;
- Pre-legal and legal collections
- Repossession and remarketing of assets;
- Bad debt portfolio sales.
- Notwithstanding the internal full time equivalent, collections activity is strongly supported by external providers in all stages.

Recovery Process

As soon as Santander Consumer Portugal receives a notice that a bank rejects a payment, the system automatically changes the status of the contract from "Normal" to "Recovery".

Recovery is segregated into 4 separate areas:

(i) Phone Collection;

(ii) External and Pre-court Recovery;

(iii) Back-office and Vehicle Management; and

(iv) Court Recovery.

The phone collection is the first phase of collections until the point where there are 3 (three) outstanding delinquent instalments in cars finance and 4 (four) in the other products. This process is handled through letters, sms or notices and telephone contact with the borrowers, using a specific software system.

The second phase of collections goes from the 4^{th} (fourth) until the 6^{th} (sixth) delinquent instalment. This phase involves direct personal visits to the delinquent borrowers by the recovery staff. Contacts will be maintained for ninety days in this second phase, unless the customer pays or any strange or suspicious elements are detected. During this time and supported by regular information obtained, a decision is made by the supervisor as to what kind of position the collectors should assume:

- Agree on postponed payment based on pre-dated cheques: these arrangements are very frequently made;
- Recover the vehicle: this option is taken when there is a strong concern about the financial situation of the customer. All the cars recovered are sold in auctions and the results are used to reduce the instalments due;
- Move the contracts to a pre-court stage.

The third phase of collections – pre-court recovery – goes from 130 until no later than the 200 days overdue. During this phase a letter is sent to all entities involved in the contract, such as the debtor and guarantor. This letter informs the customer about the amount to be paid and allows him eight days to solve the situation. In cases where the client does not contact Santander Consumer Portugal in order to settle the situation during that eight days period, the process is sent to court recovery.

Santander Consumer Portugal has internal responsibles for the preparation of legal actions and external lawyers usually only intervene once a loan has a delay greater than 180/200 days.

As a general guideline, a minimum outstanding amount of EUR 2,000 is required to pursue a legal action.

Until resolution, the process can be pending in courts for 3 to 4 years.

Concerning recovery metrics, Santander Consumer Portugal's collections unit typically presents higher recovery ratios for new vehicles, when compared to used ones. On average 1 year after default, new vehicles observe a recovery of about 14%, whereas used cars yield 10%. After 2 years since default, new and used vehicles recover about 28% and 21% of the debt, respectively. After 3 years, the recovery rates of new and used vehicles observe 35% and 32%, respectively. The 4^{th} year vintage present figures of 50% and 45%.

Money Laundering and Fraud

In compliance with the risk policy of Santander Consumer Portugal, any type of credit risk transaction – no matter the level of guarantees – must be rejected if the applicant is not duly identified, or if the applicant and/or applicant's activity are not properly known, or if the origin of the guarantees offered as hedge or the funds used to repay the transaction are not sufficiently identified. This is done by verificating the documents delivered by the customer upon the formalization of the agreement. A fraud profile is created based on the characteristics of the transaction, by classifying the transactions into high, medium or low profiles.

Instructions have been given so that special reviews of documentation are made for high fraud profile transactions, with intensive review.

Servicing

Based on customer-oriented and satisfaction goals, the Santander Consumer Portugal's technology & operations department provides a wide range of services support and fulfil its main goals: provide a good experience and quality service and a high control of operational and technological risks are the aim of Santander Consumer

Portugal.

Technology

Santander Consumer Portugal relies its IT architecture on its core systems. All transactions are captured by the front-end portals and then processed and stored in the core systems (IBM AS/400), where all information regarding the customer, the asset, and the cash-flow is managed, and can be displayed by customer, by dealer or by contract. Fully segregated procedures are in place in order to ensure that all the steps of the workflow can be audited and controlled and that there are no conflicts of interests. The core system consolidates all data from different applications displayed throughout the business model, such as in origination and underwriting, collections or recoveries, in order to provide a single data point for a given entity, asset or cash flow.

In general terms, SCF Group provides the IT infrastructures (mainframes, data centre). This ensures state-of-the-art solutions, scalable and secure framework for Santander Consumer Portugal's IT. Communications and support services are also provided within the Santander Corporate technology ecosystems.

Operations Department

The Technology & Operations Department (T&O) is where all credit files are managed after approval.

The department's structure is organised as a multi-product structure, meaning that all people in this area are able to handle all types of products.

All processes are supported by the core system where all information can be managed by the customer, by the dealer or by contract, based on segregated workflows.

Upon the approval of the applications, all contracts and other relevant documents related with borrowing, guarantors, collateral, as required by the credit manual, are received from the dealers/points-of-sale and sent for check and settlement if completed and formalised in accordance with internal and legal rules. After check verification, the contracts are properly filed and archived, both physically and digitally.

For each product, the system has a checklist stating which documents need to be verified for settlement and which documents can be deferred. The Operations Department manages a system that provides all the information regarding document deferral. For each car dealer or business partner there's a scorecard and credit limits in what regards outstanding documentation.

If the loan agreement or any other requested document cannot be confirmed, the loan will be pending until it can and will not be settled. the dealer will be notified by the portal and will be able to change the application or submit any document relevant in order to change the decision.

If the commercial department or the dealer wants to know the status of specific loan, they can access the dealers portal and check if it is pending, awaiting any documentation or if it has already been granted. The commercial department or the dealer can also verify to whom it was paid and when.

For operations whose origin is in pre-defined distribution networks, typically involving a higher risk customer profile, employees contact the customer by phone to verify if all the application elements are correct. If anything suspicious is detected, the loan is not paid.

When the loan agreement and other requested documentation are complete, Santander Consumer Portugal pays the dealer, mainly by wire transfer or through the its stock finance current account, if the car dealer/point-of-sale belongs to a captive agreement. In parallel to the contract formalisation and for loans with car as collateral, the vehicle's documentation is prepared to carry out the necessary registration, including required guarantees (mortgages over vehicles *(hipotecas sobre veículos automoveis)*, for example). The Processing Department within T&O is responsible for maintaining the adequate documentation and procedures, namely filling the registration to the Vehicle Registry Office and notaries.

When the loan is formalised and settled with the car dealer, a current account is automatically generated, after which the core system sends every month an instalment or a payment request to the customer's bank to be collected through a direct debit authorisation. All customer loans, for all products, the instalment payments are made through direct debit.

Loan instalments are sent monthly and automatically by the system to the customer's bank account in via direct debit. Most loans have their settlement date on one of the three following days of the month: 5^{th} (fifth), 15^{th} (fifteenth) or 25^{th} (twenty-fifth). However, any day of the month can be defined as settlement date for loan instalments.

The relevant customer's bank checks if there is enough balance to support the debit and returns the proper information. When Santander Consumer Portugal receives the returned file, its system reads it and updates the current account of Santander Consumer Portugal's relevant customer.

The only returns that are dealt with by T&O department are technical returns, which normally represent a wrong input of the account number on the debit instructions of the client. The Collections Department manages the returns related with non-paid instalments.

Once the loans are granted, the Back Office Department becomes responsible for managing all issues related to the customer until the end of the relationship.

The customer's contacts are made in different forms: by telephone, by letter, by mail or in person at any of Santander Consumer Portugal's branches. The customer can access in Santander Consumer Portugal's home banking all data related its contract, invoices, instalments, and manage requests to the bank.

All contacts, telephone calls, inquiries and claims are registered on a specific customer service system, which has several workflows related to the more relevant inquiries/issues. This system controls the service level agreements (SLA) for each workflow and issues most of the relevant letters to the end customers.

In a circumstance where a customer wants to do changes on its loan, the process is automatically transferred from the call centre to the back office, where changes can be made.

THE ISSUER

Legal and commercial name of the Issuer

The legal name of the Issuer is Tagus – Sociedade de Titularização de Créditos, S.A. and the most frequent commercial name is TAGUS STC.

Incorporation, registration, legal form, head-office and contacts of the Issuer and legislation that governs the Issuer's activity

The Issuer was incorporated on 11 November 2004 as a limited liability company by shares registered and incorporated under the laws of Portugal on 11 November 2004 as a special purpose vehicle (known as securitisation company or "**STC**") with the legal and corporate name "Tagus – Sociedade de Titularização de Créditos, S.A." for the purpose of issuing asset-backed securities under the Securitisation Law and has been duly authorised by the Portuguese Securities Market Commission (Comissão do Mercado de Valores Mobiliários, the "**CMVM**") through a resolution of the Board of Directors of the CMVM for an unlimited period of time, with CMVM registration number 9114.

The Issuer is registered with the Commercial Registry Office of Lisbon under the sole registration and taxpayer number 507 130 820.

The Legal Entity Identifier (LEI) code of the Issuer is 213800D3OXAL3N7T1S19.

The Issuer has no subsidiaries.

The registered office of the Issuer is at Rua Castilho, 20, 1250-069 Lisbon, Portugal. The contact details of the Issuer are as follows: telephone number (+351) 21 311 1200; fax number (+351) 21 352 6334.

Main activities

The principal objects of the Issuer are set out in its Articles of Association (*Estatutos* or *Contrato de Sociedade*) and permit, *inter alia*, the purchase of a number of portfolios of assets from public and private entities and the issue of notes in series to fund the purchase of such assets and the entry into of the applicable Transaction Documents to effect the necessary arrangements for such purchase and issuance, including, but not limited to, handling enquiries and making appropriate filings with Portuguese regulatory bodies and any other competent authority and any relevant stock exchange.

Corporate bodies

Board of Directors

The directors of the Issuer appointed for the term 2016/2018, their respective business addresses and their principal occupations outside of the Issuer are:

NAME	**BUSINESS ADDRESS**	**PRINCIPAL OCCUPATIONS OUTSIDE OF THE ISSUER**
BERNARDO LUIS DE LIMA MASCARENHAS MEYRELLES DO SOUTO (CHAIRMAN)	RUA CASTILHO, 20, 1250-069 LISBON, PORTUGAL	REPRESENTATIVE OF DEUTSCHE BANK AKTIENGESELLSCHAFT
JEROME DAVID BEADLE	RUA CASTILHO, 20, 1250-069 LISBON, PORTUGAL	OFFICER OF DEUTSCHE BANK AKTIENGESELLSCHAFT

José Francisco Gonçalves de Arantes e Oliveira	Rua Castilho, 20, 1250-069 Lisbon, Portugal	Officer of Deutsche Bank Aktiengesellschaft

The directors of the Issuer appointed for the term 2019/2021, their respective business addresses and their principal occupations outside of the Issuer are:

Name	**Business Address**	**Principal occupations outside of the Issuer**
José Francisco Gonçalves de Arantes e Oliveira	Rua Castilho, 20, 1250-069 Lisbon, Portugal	Representative of Deutsche Bank Aktiengesellschaft
Rui Paulo Menezes Carvalho	Rua Castilho, 20, 1250-069 Lisbon, Portugal	Officer of Deutsche Bank Aktiengesellschaft
Rafe Nicholas Morton	Rua Castilho, 20, 1250-069 Lisbon, Portugal	Officer of Deutsche Bank Aktiengesellschaft

There are no potential conflicts of interest between any duties of the persons listed above to the Issuer and their private interests.

Supervisory Board

The members of the supervisory board of the Issuer for the term 2016/2018 are as follows:

Chairman: Leonardo Bandeira de Melo Mathias;

Members: Pedro António Barata Noronha de Paiva Couceiro and João Alexandre Marques de Castro Moutinho Barbosa;

Alternate member: Catarina Isabel Lopes Antunes Ribeiro.

The business address of the Supervisory Board is Rua Castilho, 20, 1250-069 Lisbon, Portugal.

The members of the supervisory board of the Issuer for the term 2019/2021 are as follows:

Chairman: Leonardo Bandeira de Melo Mathias;

Members: Pedro António Barata Noronha de Paiva Couceiro and João Alexandre Marques de Castro Moutinho Barbosa;

Alternate member: João Miguel Leitão Henriques.

The members of the Supervisory Board are appointed by the Shareholders General Meeting and the relevant term of office is 3 (three) years.

Independent and statutory auditor

The Issuer's independent and statutory auditor (*revisor oficial de contas*) and external auditor for the year ended on 31 December 2018 was **PricewaterhouseCoopers & Associados – Sociedade de Revisores Oficiais de Contas, Lda.** ("**PwC**"), which is registered with the Chartered Accountants Bar under number 183 (and registered auditor with CMVM under number 20161485) and is represented by Mr. José Manuel Henriques Bernardo, ROC no. 903. The registered office of PwC is Palácio Sottomayor, Rua Sousa Martins, 1, 3rd floor, 1069-316, parish of Arroios, Lisbon, Portugal. PwC has taxpayer number 192184113.

The Issuer's independent statutory auditor (*revisor oficial de contas*) and external auditor for the year ended on 31 December 2019 was **Mazars & Associados, Sociedade de Revisores Oficiais de Contas, SA** ("**Mazars**"), which is registered with the Chartered Accountants Bar under number 51 (and registered auditor with CMVM under number 20161394) and is represented by Fernando Jorge Marques Vieira, ROC no. 564. The registered office of Mazars is Rua Tomás da Fonseca, Centro Empresarial Torres de Lisboa, Torre G, 5th floor, 1600-209 Lisbon, Portugal. Mazars has taxpayer number 502 107 251.

Mazars (represented by Fernando Jorge Marques Vieira) was appointed by resolution of the Issuer's Shareholders General Meeting, dated 13 February 2020, and the relevant term of office is 2 (two) years.

Chairman and Secretary of the Shareholders General Meeting and Secretary of the Company

The chairman of the Issuer's Shareholders General Meeting is Hugo Moredo Santos and the secretary of the Issuer's Shareholders General Meeting is Tiago Correia Moreira.

The Issuer has no employees. The secretary of the company of the Issuer is Helena Lopes, with offices at Rua Castilho, 20, 1250-069 Lisbon, Portugal.

Legislation governing the Issuer's activities

The Issuer's activities are specifically governed by the Securitisation Law and supervised by the CMVM.

Insolvency of the Issuer

The Issuer is a special purpose vehicle and as such it is not permitted to carry out any activity other than the issue of securitisation notes and certain activities ancillary thereto, including, but not limited to, the borrowing of funds in order to ensure that securitisation notes have the necessary liquidity support and the entering into of documentation in connection with each such issue of securitisation notes.

Accordingly, the Issuer will not have any creditors other than the Portuguese Republic in respect of tax liabilities, if any, the Noteholders and the Transaction Creditors, third parties in relation to any Third Party Expenses, and noteholders and other creditors in relation to other series of securitisation notes issued or to be issued in the future by the Issuer from time to time.

The segregation principle imposed by the Securitisation Law and the related privileged nature of the noteholders' entitlements, on the one hand, together with the own funds requirements and the limited number of general creditors a securitisation company may have, on the other, makes the insolvency of the Issuer a remote possibility. In any case, under the terms of the Securitisation Law, such remote insolvency would not prevent the Noteholders from enjoying privileged entitlements to the Transaction Assets.

Capital requirements

The Securitisation Law imposes on the Issuer certain capitalisation requirements for supervisory purposes.

Additionally, apart from the minimum share capital, a securitisation company ("**STC**" or *sociedade de titularização de créditos*) must also meet certain own funds levels. Under Article 43 of the Securitisation Law (by reference to Article 19 of the Securitisation Law, which in turn refers to Article 71-M of Law no. 16/2015 of 24 February, as amended from time to time), STC own funds levels must at all times be equal to or higher than the highest of the following amounts: (1) the amount based on general fixed costs of the STC calculated in accordance with Article 97(1) to Article 97(3) of the CRR, (2) the minimum initial capital (*capital inicial mínimo*) of €125,000.00, and (3) the amount under (b) below.

If an STC's total net asset value exceeds €250,000,000.00 (as is the case of the Issuer on the date hereof), and without prejudice to the above paragraph, its own funds shall not be lower than the sum of the following (subject to a maximum amount of own funds hereunder of €10,000,000.00):

a) the Issuer's minimum initial capital (*capital inicial mínimo*) of €125,000,00; and

b) 0.02% (zero point zero two per cent.) of the amount in which the total net asset value exceeds €250,000,000.

If the STC benefits from a guarantee by a credit institution or insurance undertaking with head office in the EU of the same amount as the amount under (b) above, the amount required under (b) above may be reduced to 50% (fifty per cent.) for the purposes of calculating the STC's level of own funds.

An STC can use its own funds to pursue its activities. However, if at any time the STC's own funds fall below the percentages referred to above the STC must, within 3 (three) months, ensure that such percentages are met. CMVM will supervise the Issuer in order to ensure that it complies with the relevant capitalisation requirements.

The required level of capitalisation can be met, *inter alia*, through share capital, ancillary contributions (*prestações acessórias*) and reserves as adjusted by profit and losses, subject to the applicable legal requirements, including the CRR.

The entire authorised share capital of the Issuer corresponds to €250,000.00 and comprises 50,000 issued and fully paid shares of €5.00 each.

The amount of supplementary capital contributions (*prestações acessórias*) compliant with Tier 2 requirements under the CRR made by Deutsche Bank Aktiengesellschaft (the "**Shareholder**") amount to €3,260,667.00 (three million, two hundred and sixty thousand, six hundred and sixty-seven euros) and they relate to, and form part of, the Issuer's regulatory own funds.

The Shareholder

All of the shares making up the share capital of the Issuer are held directly by the Shareholder. There are not any special mechanisms in place to ensure that control is not abusively exercised. Risk of control abuse is in any case mitigated by the provisions of the Securitisation Law and the remainder applicable legal and regulatory provisions and the supervision of the Issuer by the CMVM.

Capitalisation of the Issuer

	As at 31 May 2020
Indebtedness	
Other Securitisation Transactions (Excluding the Silk Finance No. 4 securitisation notes, which have been fully redeemed after 31 May 2020)	€ 5,963,100,662
Silk Finance No. 5 (Considering the VFN nominal amount existing at the Closing Date. The VFN nominal amount may be change from time to time, depending on the Commingling Reserve Ledger Required Amount)	€ 610,200,001
(Article 62 Asset Identification Code No. 202007TGSBSCS00N0122)	
Total Securitisation Transactions	€ 6,573,300,663
Share capital (Authorised €250,000.00; Issued 50,000.00 shares with a par value of €5.00 each)	€ 250,000

Ancillary Capital Contributions	€ 3,260,667
Reserves and retained earnings	€ 306,415.52
Total capitalisation	€ 3,817,082.52

Other Securities of the Issuer

The Issuer has not issued any convertible or exchangeable securities/notes.

Financial Statements

Audited (non-consolidated) financial statements of the Issuer are to be published on an annual basis and are certified by an auditor registered with the CMVM. The first audited (non-consolidated) financial statement is for the period starting on the date of incorporation and ending on 31 December 2005.

BUSINESS OF SANTANDER CONSUMER PORTUGAL

History and Formation

Santander Consumer Portugal was incorporated on 2 January 2007 as a result of the acquisition of a 50.001% (fifty point zero, zero one per cent.) stake of "Interbanco" shares, by the companies within SCF Group (Santander Consumer Finance and Santander Consumer Establecimiento Financiero de Credito, S.A.), and the merger with "Portuguese Santander Consumer branches". In late 2007 and early 2008, Santander Consumer Finance S.A acquired the remaining shares of "Interbanco" from "S.A.G. – Soluções Automóveis Globais – S.A.".

"Interbanco" was founded on 31 December 1996, with a full banking licence granted by the Bank of Portugal, as result of the merger of the financial companies within the S.A.G. group:

- "Credipor SFAC" – 1989 - a company specialised in car loans;
- "Industrial Leasing" – 1992 – a company that aimed for financing leasing to corporate clients; and
- "Factorpor Factoring, S.A." was created to provide financing to importers for dealer invoices and, by the end of 1996, this company was the only specialised provider of factoring services in the Portuguese automobile market.

"Interbanco" became a leading player in its market and one of two banks exclusively specialised in automobile finance in Portugal.

The "Portuguese Santander Consumer branches" started to operate in Portugal in 1986. They resulted from the merger between the consumer finance companies of Banco Central Hispano – Ibercrédito – and Banco Santander, S.A. – Bansafina – in 2000, incorporated in "Hispamer" and later in Santander Consumer, S.A. in 2004. They operated in the major consumer finance segments, which includes in car financing and aimed for leading role in point of sale finance market in Portugal. In 2001, a credit card business was started, with private label credit card programs and later with co-branded agreements.

Santander Consumer Portugal is part of the SCF Group and is registered with the Commercial Registry Office of Lisbon with sole commercial registration and taxpayer number 503 811 483. Santander Consumer Portugal´s headquarter is situated at Rua Castilho, No. 2 and 4, 1269-073 Lisbon, Portugal, and its registered office telephone number is +351 217-944-411. It is registered with the Bank of Portugal as a credit institution.

Ownership structure

Santander Consumer Portugal's share capital is EUR 66,592,947.00. Santander Consumer Portugal is currently owned by the following companies of Santander Consumer Finance in Spain:

- Santander Consumer Finance in Spain, with 80.086% (eighty point zero, eight, six per cent.); and
- Santander Consumer Establecimiento Financiero de Credito, S.A., with 19.914% (nineteen point nine, one, four per cent.)

Business Overview

Santander Consumer Portugal offers a range of products and services of which, car financing to end customers as well as factoring and stock financing products, under the partnerships established with car importers and dealers, are the most relevant.

The products and services available for end customers are:

- Car loans, for new and used vehicles, for Individuals and companies:
- Loans;

- Leasing;
- Renting;
- Long Term Rental (LTR);
- Trade cycle management products;
- Durables finance in cooperation with network of retail partners, both in physical and e-commerce environment;
- Credit cards – product currently without active commercialisation and remaining portfolio run out;
- Private label credit cards in partnership with Cortefiel retailer;
- Direct Loans – product on hold.

Aside from the financing activities to end customers, Santander Consumer Portugal also provides:

- Car insurance (AON);
- Credit protection insurance, provided by an insurer specialised in this type of insurance (Cardif and PSA INSURANCE); and
- Gap finance insurance, where the objective is to protect the gap between financing responsibility and the collateral market value (Cardif):
    - Extended warranty, guarantee insurance is a mechanical breakdown insurance for vehicles under 10 (ten) years old. It is aimed at vehicles that no longer benefit from the manufacturer's or seller's guarantee.

Santander Consumer Portugal has different types of insurance available for leasing, LTR and loan products (credit protection insurance is provided by a specialist insurer in this business and covers life, unemployment or long-term illness).

When choosing traditional loan products, customers may choose the insurance package. Santander Consumer Portugal does not limit its choice.

Santander Consumer Portugal has agreements with different insurance companies that provide insurance for its receivables contracts. Each agreement has specific guarantees and premia, normally covering all risks and with low exemption.

Upon entering into a receivables contract, the customer must either accept Santander Consumer Portugal's insurance, in which case the premium will be added to the monthly instalment, or obtain insurance from another company and assign the rights in favour of Santander Consumer Portugal. If an accident occurs, the customer must communicate it to the insurance company and inform Santander Consumer Portugal, who will monitor the process. If the vehicle is considered non-recoverable, Santander Consumer Portugal stops issuing payment requests and a process is initiated with the insurance company.

When both the insurance company and the customer agree on the compensation due, the amount received is applied to pay the leasing contract. If compensation is received and no payments are overdue, the excess is returned to the customer. Gap finance insurance allows loan customers to protect themselves against the difference of financial amortisation and the market value of the car.

Products/Services offer for dealers

Continuing its on-going efforts to strengthen relationships with all players in all segments of the new cars distribution market, Santander Consumer Portugal focuses on:

Importers/Distributors

Offering value added solutions (product, price and technology) related to the goals of the brands represented by the importers/distributors and the associated dealer networks;

- Wholesale programs – factoring /credit stock;
- E-commerce solutions for dealers network stock (used anew);
- Loyalty products;
- Car related services (insurance and warranty extensions);
- Providing technological solutions to support the origination and after-sale services through an end-to-end digital portal, using the latest technologies from customer identifications to digital signature;
- Financing stocks of new and used vehicles;
- Financing parts & services business line for captive dealers;
- Financing demonstration and service vehicles.

Geographic region - growth areas

The Portuguese car market is relatively small compared to car markets in other EU Member States. It is concentrated in the metropolitan areas of the larger cities (Lisbon and Porto) and also present in the Azores and Madeira Islands.

Customer base

Despite having around 128,000 customers in its end customer database, Santander Consumer Portugal does not have its own retail network, as it mainly uses third-party networks (dealers). Santander Consumer Portugal is developing cross-selling activities converting customers into direct loans. The aim of cross-selling activities is to increase customer retention with complementary products.

Santander Consumer Portugal’s website (www.santanderconsumer.pt) was designed to provide information about all of its products and to allow loan simulations to be made.

THE ACCOUNTS BANK

Banco Santander, S.A., a public limited company (*sociedad anónima*), incorporated under the laws of Spain, having its registered office at Paseo de Pereda 9-12 39004 Santander, Spain, with Tax Identification Number A-39000013.

SELECTED ASPECTS OF LAWS OF THE PORTUGUESE REPUBLIC RELEVANT TO THE RECEIVABLES AND THE TRANSFER OF THE RECEIVABLES

Securitisation Legal Framework

General

Decree-Law no. 453/99, of 5 November, as amended by Decree-Law no. 82/2002, of 5 April, Decree-Law no. 303/2003, of 5 December, Decree-Law no. 52/2006, of 15 March, Decree-Law no. 211-A/2008, of 3 November, and as amended and restated by Law no. 69/2019, of 28 August and amended by Decree-Law no. 144/2019, of 23 September ("**Securitisation Law**") has implemented a specific securitisation legal framework in Portugal, which contains the process for the assignment of credits for securitisation purposes. The Securitisation Law regulates (i) the establishment and activity of Portuguese securitisation special purpose entities ("**SSPE**") (i.e. entities capable of acquiring credits from originators for securitisation purposes), (ii) the type of credits that may be securitised and (iii) the entities which may assign credits for securitisation purposes. It expressly implements the Securitisation Regulation and the concept of STS Securitisation into Portuguese law.

Some of the most important aspects of the Securitisation Law include:

a) the establishment of special rules facilitating the assignment of credits in the context of securitisation transactions;

b) the types of entities (referred to as originators) which may assign their credits pursuant to the Securitisation Law;

c) the types of credits that may be assigned for non-STS securitisation purposes and the legal eligibility criteria that they have to comply with (bearing in mind the Securitisation Regulation sets these out for STS securitisation purposes);

d) the creation of two different types of SSPE: (i) credit securitisation funds (*Fundos de Titularização de Créditos* – "**FTC**") and (ii) credit securitisation companies (*Sociedades de Titularização de Créditos* – "**STC**").

Securitisation Tax Law

Decree-Law no. 219/2001, of 4 August, as amended by Law no. 109-B/2001, of 27 December, Decree-Law no. 303/2003, of 5 December, by Law no. 107-B/2003, of 31 December, and by Law no. 53-A/2006, of 29 December ("**Securitisation Tax Law**") established the tax regime applicable to the securitisation of credits implemented under the Securitisation Law. The Securitisation Tax Law allows for a neutral fiscal treatment of securitisation vehicles as well as tax exemptions regarding the amounts paid by securitisation vehicles to non-resident entities without a permanent establishment in Portuguese territory. In addition, Article 4(1) of the Securitisation Tax Law, Circular no. 4/2014 and the Order issued by the Secretary of State for Tax Affairs, dated July 14, 2014, in connection with tax ruling no. 7949/2014 disclosed by Tax Authorities, foresee that the income tax exemptions foreseen in Decree-law no. 193/2005, of 7 November may also be applicable on the Notes in the context of Securitisation Transactions if the requirements (including the evidence of non-residence status) set out in Decree-law no. 193/2005, of 7 November are met. As a rule, a final withholding tax of 35% (thirty-five per cent.) will become due in the event that such non-resident entity is domiciled in a country or territory included in the list of countries pursuant to Ministerial Order no. 150/2004, of 13 February, as amended from time to time, with which Portugal does not have a double tax treaty or a tax information exchange agreement in force. A final withholding tax of 35% (thirty-five per cent.) also becomes due if investment income payment is made to accounts opened in the name of one or more accountholders acting on behalf of one or more unidentified third parties.

For a more detailed description of the Portuguese taxation framework, please see the section headed "***Taxation***".

STC Securitisation Companies

STCs are established for the exclusive purpose of carrying out securitisation transactions in accordance with the Securitisation Law. The following is a description of the main features of an STC.

Corporate Structure

STCs are commercial companies (*sociedades anónimas*) incorporated with limited liability, having a minimum initial capital (*capital inicial mínimo*) of €125,000. The shares in STCs can be held by one or more shareholders. STCs are subject to the supervision of the CMVM and their incorporation is subject to the prior authorisation of the CMVM. STCs are subject to ownership requirements. A prospective shareholder must obtain authorisation from the CMVM for the establishment of an STC. CMVM authorisation depends upon the verification of certain conditions as set out in Article 17-D of the Securitisation Law. These include (i) requirements related to minimum initial capital, share capital structure, and own funds, among others, as set out in Article 17 and in Article 19 of the Securitisation Law, and (ii) compliance with soundness and prudence requirements applicable to management and supervisory bodies as set out in Articles 17-H and 17-I of the Securitisation Law.

If a qualifying holding in shares of an STC is to be transferred to another shareholder or shareholders, prior authorisation of the CMVM of the prospective shareholder must be obtained, the prospective shareholder demonstrating that it can provide the company with a sound and prudent management in accordance with the requirements set out in the Securitisation Law. The qualifying holding interest of the new shareholder in the STC must be registered within 15 (fifteen) days of the purchase.

Regulatory Compliance

To ensure the sound and prudent management of STCs, the Securitisation Law provides that the members of the board of directors and the members of the board of auditors meet high standards of professional qualification and personal reputation.

The members of the board of directors and the members of the board of auditors must be registered with the CMVM.

Corporate Object

STCs can only be incorporated for carrying out one or more securitisation transactions by means of the acquisition, management and transfer of receivables and the issue of securitisation notes for payment of the purchase price for the acquired receivables.

An STC may primarily finance its activities with its own funds and by issuing notes.

Without prejudice to the above, pursuant to the Securitisation Law, STCs are permitted to carry out certain financial activities, but only to the extent that such financial activities are (i) ancillary to the issuance of the securitisation notes, and (ii) aimed at ensuring that the appropriate levels of liquidity funds are available to the STC.

Types of credits which may be securitised and types of assignors

The Securitisation Law sets out details of the types of credits that may be securitised for non-STS securitisation purposes and specific legal eligibility criteria requirements which have to be met in order to allow such credits to be securitised. For STS securitisation purposes, these requirements are set out in the Securitisation Regulation.

The Securitisation Law allows a wide range of entities (referred to as originators) to assign their credits for securitisation purposes, including the Portuguese Republic, public entities, credit institutions, financial companies, insurance companies, pension funds, pension fund management companies and other corporate entities whose accounts have been audited for the last 3 (three) years by an auditor registered with the CMVM).

Assignment of credits

Under the Securitisation Law, the sale of credits for securitisation is carried out by way of assignment of credits. In this context, the following should be noted:

a) Notice to Debtors

In general, and as provided in the Portuguese Civil Code (*Código Civil*), an assignment of credits is effective against the relevant debtor after notification of assignment is made to such debtor or in cases where the assignment is accepted by the debtor. The Portuguese Civil Code does not require any specific formality for such notification to be made to the debtor.

An exception to this general rule applies when the assignment of credits is made under the Securitisation Law, as the assignment will become effective *vis-à-vis* the respective debtors, once it is effective between the assignor and assignee, if the assignor is either the Portuguese State, the Social Security, a credit institution, a financial company, an insurance company, a pension fund or pension fund manager. Additionally, the CMVM may authorise the extension of the aforementioned rule in certain duly justified cases, when the entity that has a relationship with the debtors is also the servicer of the credits. In those cases, there is no requirement to notify the relevant debtor since such assignment is effective in relation to any third party from the moment it becomes effective between assignor and assignee.

Accordingly, in the situation set out in the preceding paragraph, any payments made by the debtor to its original creditor after an assignment of credits made pursuant to the Securitisation Law will effectively belong to the assignee who may, at any time and even in the context of the insolvency of the assignor (subject to subset c) (*Assignment and Insolvency*) below), claim such payments from the assignor.

b) Assignment Formalities

There are no specific formality requirements for an assignment of credits under the Securitisation Law. A written private agreement between the parties is sufficient for a valid assignment to occur (including the assignment of loans with underlying mortgages or other guarantees subject to registration under Portuguese law). Transfer by means of a public deed is not required. In the case of an assignment of loans with underlying mortgages or other guarantees subject to registration under Portuguese law, the signatures to the assignment contract must be certified by a notary public or by the company secretary of each party (when the parties have appointed such a person).

However, to perfect an assignment of Related Security that is subject to registration at a public registry, the assignment must be followed by the corresponding registration (as described in the paragraph below) of the transfer of the Related Security. The assignment of any security which is subject to registration is only effective against third parties acting in good faith further to registration of such assignment with the competent registry by or on behalf of the assignee. The Issuer is entitled under the Securitisation Law to carry out such registration.

The Securitisation Law provides for the assignment of credits to be effective between the parties upon execution of the relevant assignment agreement. This means that in the event of insolvency of the assignor prior to registration of the assignment of credits where the assignment of credits becomes effective between the parties upon execution of the relevant assignment agreement, the credits will not form part of the insolvent estate of the assignor (subject to subset c) (*Assignment and Insolvency*) below), even if the assignee may have to claim its entitlement to the assigned credits before a competent court.

c) Assignment and Insolvency

Unless an assignment of credits is effected in bad faith or entails wilful misconduct with a view to hampering the interests of creditors that fulfil the criteria set in Articles 610 and 612 of the Portuguese Civil Code (*impugnação pauliana*), such assignment under the Securitisation Law cannot be challenged for the benefit of the assignor's insolvency estate and any payments made to the assignor in respect of credits assigned prior to a declaration of insolvency will not form part of the assignor's insolvency estate even when the term of the credits falls after the date of declaration of insolvency of the assignor. In addition, any amounts held by the servicer as a result of its collection of payments in respect of the credits assigned under the Securitisation Law will not form part of the servicer's insolvency estate.

Risk of Set-off by Obligors

a) *General*

The Securitisation Law does not contain any specific provisions in respect of set-off. Accordingly, Articles 847 to 856 of the Portuguese Civil Code are applicable. The Securitisation Law has an impact on set-off risk to the extent that, by virtue of establishing that the assignment of credits by the Portuguese State, the Social Security, a credit institution, a financial company, an insurance company, a pension fund or a pension fund manager is effective against the debtor on the date of assignment of such credits without notification to the debtor being required, it effectively prevents a debtor from exercising any right of set-off against an assignee if such right did not exist against the assignor prior to the date of assignment.

b) Set-off on insolvency

Under Article 99 of the Code for the Insolvency and Recovery of Companies (*Código da Insolvência e da Recuperação de Empresas*), implemented by Decree-Law no. 53/2004, of 18 March (as amended), applicable to insolvency proceedings commenced on or after 15 September 2004, a debtor will only be able to exercise any right of set-off against a creditor after a declaration of insolvency of such creditor provided that, prior to the declaration of insolvency, (i) such set-off right existed, and (ii) the circumstances allowing set-off as described in Article 847 of the Portuguese Civil Code were met.

Relationship with Obligors

Where the assignor of the credits is a credit institution, a financial company, an insurance company, a pension fund or a pension fund manager, the Securitisation Law establishes an obligation that the assignor must enter into a servicing agreement with the assignee for the servicing of the respective credits, simultaneously with the execution of the respective sale agreement. Notwithstanding, in certain duly justified cases, the CMVM may authorise the servicing of these credits to be made by a different entity from the assignor.

Data Protection Law

The legal framework on data protection results from the GDPR and the Data Protection Act that supplements the GDPR, as a result of some GDPR opening clauses that allow the adoption of supplementary EU Data protection provisions. Both the GDPR and the Data Protection Act are applicable in Portugal.

The GDPR has a far-reaching scope and, besides few exceptions (such as household purposes) it applies each time a natural or legal person processes personal data. Since the key concepts of personal data and processing are broad, the GDPR is triggered each time data from natural persons is at stake (either by collecting, recording, storing, consulting, or other operations).

The GDPR imposes an accountability principle, and the compliance onus is placed on data controllers and data processors, that must be able to demonstrate their compliance with the GDPR, i.e. the GDPR aims to foster self-regulation and accountability by organisations.

For making data processing legitimate, one of the conditions foreseen by the GDPR must be met (*e.g.* consent, compliance with legal and contractual obligations, the pursuit of legitimate interests of the data controller, provided said interest is not overridden by the data subject's rights, in the specific case at stake (a balance of interests test must be carried out so as to sustain the data controllers' legitimate interest)).

The assignment of credits to a third party would fall under the legitimate interest condition, since debtor consent is expressly noted as unnecessary under Portuguese civil law. Also, this operation falls into the typical activities to be developed by Santander Consumer Portugal. In this context and as a result of the applicable legal framework, debtors would need only to be informed as to the terms of the transfer of their personal data (i.e. the purposes of the transfer to the buyer, the identity of the new data controller and the rights of the data subject in respect of a possible objection to, access to, update, elimination and modification of his/her data). This notification, providing information on the data processing terms, should be carried out prior to the transfer taking place.

Should potential purchasers wish to access personal data before a given transaction being completed (i.e. during the negotiation stage), in principle – and despite the necessity of analysing each case's particulars – express data subject consent is required since in principle none of the other legal conditions to process personal data applies.

Furthermore, should a given transaction be concluded with an entity located outside Portugal, different requirements might apply, depending on whether the purchaser (or entities processing data on behalf of the seller) are located within or outside the European Economic Area or a country subject to an adequacy decision issued by the Commission. Moreover, specific formalities may apply before the local data protection authority, depending on the jurisdiction at stake and the specific circumstances.

In this respect, the transfer of personal data to an entity located outside the European Economic Area or an entity that is not subject to an adequacy decision issued by the Commission is subject to the adoption of appropriate safeguards by the data controller and the processor. These safeguards may, in some circumstances, be subject to specific authorisation from a supervisory authority (in the case of Portugal, from CNPD).

Without requiring any specific authorisation from a supervisory authority, data controllers and processors may implement one of the following safeguards: (i) a legally binding and enforceable instrument between public authorities or bodies, (ii) binding corporate rules, (iii) standard data protection clauses adopted by the Commission, (iv) standard data protection clauses adopted by a supervisory authority and approved by the Commission, (v) an approved code of conduct and (vi) an approved certification mechanism.

Subject to the authorisation of the supervisory authority, the appropriate safeguards may also be provided for, in particular, by (i) contractual clauses between the controller or processor and the controller, processor or the recipient of the personal data in the third country and (ii) provisions to be inserted into administrative arrangements between public authorities or bodies which include enforceable and effective data subject rights.

Note that, should any data processors be employed specifically in the context of given transaction (for example, in the context of IT services), it is necessary to ensure that a written contract is entered into with these entities, stating, among other mandatory references under the terms of the GDPR, that the processor shall process the personal data in the context of the execution of its services, on behalf of controller and exclusively for the services agreed by the parties. The processor undertakes to implement appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing.

Temporary measures to tackle the pandemic caused by coronavirus SARS-CoV-2 and COVID-19

On 26 March 2020, the Portuguese Government approved Decree-Law no. 10-J/2020 which establishes a temporary legal moratorium on certain financing agreements with a view to protect the liquidity of companies and families (as amended from time to time, the "**Temporary Legal Moratorium**"). This regime entered into force on 27 March 2020 and, following the approval of Decree-Law no. 26/2020 on 16 June 2020, will remain in force until 31 March 2021 and includes the following temporary moratorium measures: (i) prohibition of revocation, in whole or in part, of credit lines and loans, in the amounts contracted, from 27 March 2020 until 31 March 2021, (ii) extension, for a period equal to the term of the measure, of credits with payment of principal at the end of the contract, together with all its associated elements, including interest, guarantees, namely those provided by the way of insurance or securities, (iii) suspension, during the period of the measure, in relation to credits with partial instalments or other cash amounts payable, of payments of principal, rents and interest in such period. Under the Temporary Legal Moratorium, the contractual payment plan is automatically extended, for a period equal to the suspension period, so that there are no charges other than the variability of the reference interest rate underlying the contract, and all the elements associated with the contracts, including guarantees, are also extended.

The Temporary Legal Moratorium is aimed at a wide scope of beneficiaries, including companies, sole traders natural persons and other legal persons, subject to certain requirements. In this context, companies and sole traders may benefit from this regime if, cumulatively: a) are headquartered and carry on their economic activity in Portugal; b) are not companies operating in the financial sector or, in alternative, qualify as micro, small and medium-sized enterprises in accordance with the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises; c) are not, on 18 March 2020, in default or in failure of payment obligations for more than 90 (ninety) days, or if they are, they do not meet the materiality criteria laid down in regulation, and are not in a situation of insolvency or suspension or cessation of payments, or are already under enforcement by any of the financial institutions covered; and d) have their situation regularised with the Tax and Customs Authority and Social Security Services (debts constituted in March 2020 are not relevant until 30 April 2020), if applicable. Natural persons that cumulatively fulfil the following conditions may also benefit from this regime: (i) with respect to mortgage loans and student loans (ii) who fulfil the conditions referred to in subparagraphs c) and d) above and (iii) are in one of the following situations in accordance with the applicable legal requirements: a situation of prophylactic isolation or illness; are caring for children or grandchildren; had their normal working period reduced or their employment contract suspended due to a crisis in the respective business; are unemployed and registered as such with the Institute for Employment and Professional Training (*Instituto do Emprego e Formação Profissional, I. P.*); are eligible for extraordinary support to reduce the economic activity of self-employed workers; are workers from entities whose establishment or activity has been determined to close during the period of the state of emergency or public disaster; or suffered a reduction in the aggregate global income of the respective household of at least 20% (twenty per cent.).

In addition, on 10 April 2020, the Portuguese Association of Specialized Credit Institutions (*Associação de Instituições de Crédito Especializado* (ASFAC)) approved a payment holiday (available on the website of ASFAC: https://www.asfac.pt/comunicado/12/moratoria_privada_da_asfac) to which Santander Consumer Portugal has adhered and which is in force until 30 September 2020 and includes the suspension, during the period of the measure (or an inferior period, if the obligor so requests), in relation to credits with partial instalments or other cash amounts payable, of payments of principal and/or interest in such period (the "**ASFAC Private Moratorium**" and together with the Temporary Legal Moratorium and/or any additional and similar moratoria or payment holidays approved by law or granted by the Servicer on its own initiative to tackle the pandemic caused by coronavirus SARS-CoV-2 and COVID-19, as applicable, the "**Temporary Moratoria**").

Under the ASFAC Private Moratorium: (i) in the event the suspension only includes principal, the contractual payment plan is automatically extended for a period equal to the suspension period; and (ii) in the event the suspension includes both principal and interest, the amount of suspended interest payments will accrue to the loan and the contractual payment plan is either extended for a period equal to the suspension period or for the necessary period for the obligor to repay the loan in instalments with the same amount as the last instalment paid prior to the; and all the elements associated with the contracts, including guarantees, are also extended.

The ASFAC Private Moratorium is aimed at natural persons that cumulatively fulfil the following conditions: (i) with respect to consumer loans comprised outside the scope of the Temporary Legal Moratorium (ii) are not, on 18 March 2020, in default or in failure of payment obligations for more than 90 (ninety) days, or if they are they are, they do not meet the materiality criteria laid down in regulation, and are not in a situation of insolvency or suspension or cessation of payments, or are already under enforcement by any of the financial institutions covered and (iii) are in one of the following situations, or had their economic situation significantly impacted due to the fact that a member of their household is in one of the following situations: a situation of prophylactic isolation or illness, or are caring for children or grandchildren, or have been placed in a reduction of the normal working period or in suspension of the employment contract, due to a business crisis, in a situation of unemployment, registered with the Institute for Employment and Professional Training (*Instituto do Emprego e Formação Profissional, I. P*.), as well as workers eligible for extraordinary support to reduce the economic activity of self-employed workers, and workers from entities whose establishment or activity has been determined to close during the period of the state of emergency.

The Temporary Moratoria are aimed at protecting obligors from negative effects that might otherwise occur as the temporary measures hereunder do not give rise to: a) breach of contract; b) triggering of early repayment clauses; c) suspension of interest due during the extension period, which will be capitalised on the value of the loan by reference to the time at which they are due at the rate in force and d) ineffectiveness or termination of guarantees granted in connection with the credit, including insurance, sureties and guarantees.

Cases covered by the Temporary Moratoria shall be reported to the Central Credit Register (*Central de Responsabilidades de Crédito*) and in the event of a declaration of insolvency or submission to Special Revitalisation Proceedings or Extrajudicial Company Recovery Scheme of the beneficiary, the institutions may exercise all their rights, in accordance with the applicable legislation.

Without prejudice to the foregoing, in accordance with the Eligibility Criteria, the Initial Receivables included in the Initial Receivables Portfolio and the Additional Receivables, as well as any Substitute Receivable, to be included in any Additional Receivables Portfolio are not and will not be, as applicable, affected by Temporary Moratoria as at the Initial Portfolio Determination Date, the relevant Additional Portfolio Determination Date or the relevant Substitute Receivables Determination Date, as applicable.

SUMMARY OF PROVISIONS RELATING TO THE NOTES CLEARED THROUGH INTERBOLSA

General

Interbolsa manages a centralised system (s*istema centralizado*) composed by interconnected securities accounts, through which such securities (and related rights) are held and transferred, and which allows Interbolsa to control at all times the amount of securities so held and transferred. Issuers of securities, financial intermediaries, the Bank of Portugal and Interbolsa, as the controlling entity, all participate in such centralised system.

The centralised securities system of Interbolsa provides for all the procedures required for the exercise of ownership rights inherent to the notes held through Interbolsa.

In relation to each issue of securities, Interbolsa's centralised system comprises, *inter alia*, (i) the issue account, opened by the relevant issuer in the centralised system and which reflects the full amount of issued securities; and (ii) the control accounts opened by each of the financial intermediaries which participate in Interbolsa's centralised system, and which reflect the securities held by such participant on behalf of its customers in accordance with its individual securities accounts.

Securities held through Interbolsa will be attributed an International Securities Identification Number ("**ISIN**") code through the codification system of Interbolsa and will be accepted for clearing through LCH. Clearnet, S.A. as well as through the clearing systems operated by Euroclear and Clearstream, Luxembourg and settled by Interbolsa's settlement system. Under the procedures of Interbolsa's settlement system, the settlement of trades executed through Euronext Lisbon takes place on the 3rd (third) Business Day after the trade date and is provisional until the financial settlement that takes place at the TARGET 2 on the settlement date.

Form of the Notes

The Notes will be in book-entry (*forma escritural*) and nominative (*nominativas*) form and title to the Notes will be evidenced by book entries in accordance with the provisions of the Portuguese Securities Code and the applicable CMVM regulations. No physical document of title will be issued in respect of the Notes held through Interbolsa.

The Notes will be registered in the relevant issue account opened by the Issuer with Interbolsa and will be held in control accounts by each Interbolsa Participant on behalf of the Holders of the Notes. Such control accounts reflect at all times the aggregate of Notes held in the individual securities accounts opened by the Holders of the Notes with each of the Interbolsa Participants. The expression "**Interbolsa Participant**" means any authorised financial intermediary entitled to hold control accounts with Interbolsa on behalf of their customers and includes any depository banks appointed by Euroclear and Clearstream, Luxembourg for the purpose of holding accounts on behalf of Euroclear and Clearstream, Luxembourg.

Each person shown in the records of an Interbolsa Participant as having an interest in the Notes shall be treated as the holder of the principal amount of the Notes recorded therein.

Payment of principal, interest and Class X Distribution Amount in respect of Notes

Whilst the Notes are held through Interbolsa, payment of principal, interest and Class X Distribution Amount in respect of the Notes will be (a) credited, according to the procedures and regulations of Interbolsa, to TARGET 2 payment current-accounts held in the payment system of TARGET 2 by the Interbolsa Participants whose control accounts with Interbolsa are credited with such Notes and thereafter (b) credited by such Interbolsa Participants from the aforementioned payment current-accounts to the accounts of the owners of those Notes or through Euroclear and Clearstream, Luxembourg to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of those Notes, in accordance with the rules and procedures of Interbolsa, Euroclear or Clearstream, Luxembourg, as the case may be.

The Issuer must provide Interbolsa with a prior notice of all payments in relation to the Notes and all necessary information for that purpose. In particular, such notice must contain:

(a) the identity of the Paying Agent responsible for the relevant payment; and

(b) a statement of acceptance of such responsibility by the Paying Agent.

The Paying Agent must notify Interbolsa of the amounts to be settled and Interbolsa calculates the amounts to be transferred to each Interbolsa Participant on the basis of the balances of the accounts of the relevant Interbolsa Participants.

In the case of a partial payment, the amount held in the current account of the Paying Agent with the TARGET2 must be apportioned pro-rata between the accounts of the Interbolsa Participants. After a payment has been processed, following the information sent by Interbolsa to the TARGET2 whether in full or in part, such entity will confirm that fact to Interbolsa.

Transfer of the Notes

Notes held through Interbolsa may, subject to compliance with all applicable rules, restrictions and requirements of Interbolsa and Portuguese law, be transferred to a person who wishes to hold such Notes. No owner of a Note will be able to transfer such Note, except in accordance with Portuguese Law and the applicable procedures of Interbolsa.

In relation to the VFN, which is a variable funding note, the nominal amount of the VFN shall be the amount recorded in respect thereof on the issue account maintained by Interbolsa and shall be updated whenever there is an increase of the Principal Amount Outstanding of the VFN by Interbolsa, upon receiving such information from the Issuer (or the Paying Agent on its behalf).

TERMS AND CONDITIONS OF THE NOTES

1. General

1.1 The Issuer has agreed to issue the Notes subject to the terms of the Common Representative Appointment Agreement.

1.2 The Paying Agency Agreement records certain arrangements in relation to the payment of interest and principal in respect of the Notes.

1.3 Certain provisions of these Conditions are summaries of the Common Representative Appointment Agreement, the Subscription Agreement, the Co-ordination Agreement, the Paying Agency Agreement and the Transaction Management Agreement and are subject to their detailed provisions.

1.4 The Noteholders are bound by the terms of the Common Representative Appointment Agreement and are deemed to have notice of all the provisions of the Transaction Documents.

1.5 Copies of the Transaction Documents are available for inspection, on reasonable notice, during normal business hours at the registered office for the time being of the Common Representative and at the specified office of the Paying Agent, the initial specified office of which are set out below.

1.6 In these Conditions, the defined terms have the meanings set out in Condition 19 (*Definitions*).

2. Form, Denomination and Title

2.1 **Form and Denomination of the Notes**

The Notes are in book-entry (*escritural*) and nominative (*nominativa*) form in the denomination of €100,000 (except for the VFN which will be issued in the denomination of €1) each. Title to the Notes will pass by registration in the corresponding securities account.

2.2 **Variable Funding Note**

The VFN will be issued on the Closing Date with a nominal amount of €1 (one euro) and will be subscribed for by the Notes Purchaser. The Principal Amount Outstanding and the nominal amount of the VFN may be increased up to the Commingling Reserve Ledger Required Amount on an Interest Payment Date in accordance with the provisions of the Subscription Agreement. If further funding is made in respect of the VFN, such increase of the nominal amount shall be recorded in the corresponding securities account held with Interbolsa Participants. Until the Final Legal Maturity Date (or such other prior date on which all Notes are fully redeemed and cancelled) the VFN will always have at least a nominal amount of €1 (one euro).

2.3 **Title**

The registered holder of any Note shall (except as otherwise required by law) be treated as its absolute owner for all purposes (including the making of any payment) whether or not any payment is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof and no person shall be liable for so treating such holder. Title to the Notes will pass by registration in the corresponding individual securities account held with Interbolsa Participants. References herein to the “holders” of Notes or Noteholders are references to the persons in whose names such Notes are so registered in the securities account with the relevant Interbolsa Participant.

3. Status and Ranking

3.1 **Status**

The Notes constitute direct limited recourse secured obligations of the Issuer.

3.2 **Ranking**

The Notes in each Class will rank pari passu without preference or priority amongst themselves. The ranking between each Class (except for the VFN) varies throughout the course of the Transaction in accordance with the relevant Payment Priorities and, in case of the VFN, in accordance with the VFN Repayment.

3.3 **Sole Obligations**

The Notes are obligations solely of the Issuer limited to the Transaction Assets included in the segregated portfolio of receivables allocated to this Transaction (as identified by the corresponding asset code awarded by the CMVM pursuant to Article 62 of the Securitisation Law) and without recourse to any other assets of the Issuer pertaining to other issuances of securitisation notes by the Issuer or to the Issuer's own funds or to the Issuer's directors, managers or shareholders and are not obligations of, or guaranteed by, any of the other Transaction Parties.

3.4 **Payment Priorities**

Prior to the delivery of an Enforcement Notice, the Issuer is required to apply the Available Interest Distribution Amount in accordance with the Pre-Enforcement Interest Payment Priorities and the Available Principal Distribution Amount in accordance with the Pre-Enforcement Principal Payment Priorities. Following the delivery of an Enforcement Notice, the Issuer will apply the Post-Enforcement Available Distribution Amount in accordance with the Post-Enforcement Payment Priorities.

4. Statutory Segregation

4.1 **Segregation under the Securitisation Law**

The Notes and any Issuer Obligations have the benefit of the statutory segregation under the Securitisation Law.

4.2 **Restrictions on Disposal of Transaction Assets**

The Common Representative shall only be entitled to dispose of the Transaction Assets upon the delivery by the Common Representative of an Enforcement Notice in accordance with Condition 11 (*Events of Default and Enforcement*) and subject to the provisions of Condition 11.5 (*Proceedings*). If an Enforcement Notice has been delivered by the Common Representative, the Common Representative will only be entitled to dispose of the Transaction Assets to a Portuguese securitisation fund (FTC) or to another Portuguese securitisation company (STC), to the Originator or to credit institutions or financial companies authorised to grant credit on a professional basis in accordance with the Securitisation Law. No provisions shall require the automatic liquidation of the Receivables Portfolio pursuant to Article 21(4)(d) of the Securitisation Regulation.

5. Issuer Covenants

So long as any Note remains outstanding, the Issuer shall comply with all the covenants of the Issuer, as set out in the Transaction Documents, including but not limited to those covenants set out in Schedule 4 (*Issuer Covenants*) to the Master Framework Agreement.

6. Interest and Class X Distribution Amount

6.1 **Accrual**

Each Class A Note, Class B Note, Class C Note, Class D Note and Class E Note issued on the Closing Date bears interest on its Principal Amount Outstanding from the Closing Date. The VFN will not bear interest. The Class X Notes will not bear interest but will be entitled to the Class X Distribution Amount (if any), to the extent of available funds and subject to the Pre-Enforcement Interest Payment Priorities.

6.2 **Cessation of Interest**

Each Note of each Class shall cease to bear interest (and the Class X Notes shall cease to bear an entitlement to the Class X Distribution Amount) from its due date for final redemption unless, upon due presentation, payment of the principal is improperly withheld or refused, in which case, it will continue to bear interest (and the Class X Notes will continue to bear the Class X Distribution Amount) in accordance with this Condition (both before and after enforcement) until whichever is the earlier of:

(A) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder; and

(B) the day which is 7 (seven) days after the date on which the Paying Agent or the Common Representative has notified the Noteholders of such Class that it has received all sums due in respect of the Notes of such Class up to such 7th (seventh) day, except to the extent that there is any subsequent default in payment.

6.3 **Calculation Period of less than 1 (one) year**

Whenever it is necessary to compute an amount of interest in respect of any Note for a period of less than a full year, such interest shall be calculated on the basis of the applicable Day Count Fraction.

6.4 **Interest Payments**

Interest on each Class A Note, Class B Note, Class C Note, Class D Note and Class E Note and any Deferred Interest Amount Arrears thereon are payable in euro in arrear on each Interest Payment Date commencing on the First Interest Payment Date, in an amount equal to the Interest Amount in respect of such Note for the Interest Period ending on the day immediately preceding such Interest Payment Date but so that such Interest Amount will be paid before such Deferred Interest Amount Arrears, in accordance with Conditions 6.14 (*Deferral of Interest Amounts in Arrear*) to 6.16. (*Priority of Payment of Interest and Deferred Interest*).

6.5 **Class X Distribution Amount Payments**

Any Class X Distribution Amount in relation to the Class X Notes is payable in euro in arrear on each Interest Payment Date commencing on the First Interest Payment Date, in an amount equal to the Class X Distribution Amount calculated as at the Calculation Date immediately preceding such Interest Payment Date.

6.6 **Calculation of Interest Amount**

On each Interest Determination Date, the Agent Bank on behalf of the Issuer shall calculate the Interest Amount payable on each Note for the related Interest Period. For the avoidance of any doubt, the Interest Amount payable on each Note for the related Interest Period will be equal to zero (as the applicable Note Rate will be floored to 0% (zero per cent.)) whenever the Interest Amount calculated by the Agent Bank with respect to such Interest Payment Date is less than zero.

6.7 **Calculation of Class X Distribution Amount**

On the Calculation Date immediately preceding each Interest Payment Date, the Transaction Manager on behalf of the Issuer shall calculate the Class X Distribution Amount payable on each Class X Note on such Interest Payment Date.

6.8 **Notification of Note Rate, Interest Amount and Interest Payment Date**

As soon as practicable after each Interest Determination Date, the Agent Bank will cause:

(A) the Note Rate for the related Interest Period;

(B) the Interest Amount for each of the Class A Notes, Class B Notes, Class C Notes, Class D Notes and Class E Notes for the related Interest Period; and

(C) the Interest Payment Date in relation to the related Interest Period,

to be notified to the Issuer, the Transaction Manager, the Common Representative, the Paying Agent, and, for so long as the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes are listed on any stock exchange, the Paying Agent, if so required by the rules of such stock exchange, shall notify the Note Rate, the Interest Amount and the Interest Payment Date to such stock exchange no later than the 1st (first) day of the related Interest Period or such other applicable deadline, provided the Paying Agent has been timely notified of the Note Rate, the Interest Amount and the Interest Payment Date, respectively, by the Agent Bank.

6.9 **Notification of Class X Distribution Amount**

As soon as practicable after calculating such amount in accordance with Condition 6.7 (*Calculation of Class X Distribution Amount*), the Transaction Manager will cause the Class X Distribution Amount to be notified to the Issuer, the Common Representative, the Paying Agent and the Agent Bank.

6.10 **Publication of Note Rate, Interest Amount and Interest Payment Date or Class X Distribution Amount**

As soon as practicable after each Interest Determination Date or after receiving a notification of the Class X Distribution Amount in accordance with Condition 6.9 (*Notification of Class X Distribution Amount*), the Agent Bank on behalf of the Issuer will cause such Note Rate, Interest Amount and Interest Payment Date or such Class X Distribution Amount to be published in accordance with Condition 17 (*Notices*).

6.11 **Amendments to Publications**

The Interest Amount for each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes and the Class X Distribution Amount and the Interest Payment Date so published or notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of any extension or shortening of the relevant Interest Period.

6.12 **Calculation by Common Representative**

If the Agent Bank does not at any time for any reason determine the Interest Amount for each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes in accordance with this Condition 6 (*Interest and Class X Distribution Amount*), or if the Transaction Manager does not determine the Class X Distribution Amount in accordance with this Condition 6 (*Interest and Class X Distribution Amount*), the Common Representative may (but without any liability accruing to the Common Representative as a result):

(i) calculate the Interest Amount for that Class of Notes or the Class X Distribution Amount in the manner specified in this Condition and/or;

(ii) appoint a third-party to calculate the Interest Amount for each of the Class A Notes, Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes or the Class X Distribution Amount in the manner specified in this Condition, provided, however, that, the rationale to arrive at the aforementioned rate must always be disclosed to the Common Representative by such third-party.

6.13 **Notification of Deferred Interest Amount Arrears**

If the Transaction Manager on behalf of the Issuer determines that even following the application of the Principal Distribution Amount in accordance with item *first* of the Pre-Enforcement Principal Payment Priorities, any Deferred Interest Amount Arrears will arise on the immediately succeeding Interest Payment Date, notice to this effect shall be given by the Issuer or on its behalf in accordance with Condition 17 (*Notices*), specifying the amount of the Deferred Interest Amount Arrears in respect of the relevant Class of Notes to be deferred on such following Interest Payment Date, which may be done through the Quarterly Investor Report.

6.14 **Deferral of Interest Amounts in Arrears**

If there are any Deferred Interest Amount Arrears in respect of any relevant Class of Notes on any Interest Payment Date (other than the Final Legal Maturity Date), such amounts shall not be regarded as payable on such date and shall not accrue additional interest.

6.15 **Notification of Availability for Payment**

The Issuer shall cause notice of the availability for payment of any Deferred Interest Amount Arrears in respect of a Class of Notes (and any payment date thereof) to be published in accordance with Condition 17 (*Notices*), which may be done through the Quarterly Investor Report.

6.16 **Priority of Payment of Interest and Deferred Interest**

The Issuer shall pay the Interest Amount due and payable on any Interest Payment Date prior to any Deferred Interest Amount Arrears payable on such Interest Payment Date.

7. Redemption and Purchase

7.1 **Final Legal Maturity Date**

Unless previously redeemed and cancelled as provided in this Condition, the Issuer shall redeem the Notes of each Class (other than the VFN) at its Principal Amount Outstanding (together with accrued interest and any Class X Distribution amount, if applicable) on the Interest Payment Date falling in February 2035 (the "**Final Legal Maturity Date**").. If as a result of the Issuer having insufficient amounts of Available Principal Distribution Amount or Available Interest Distribution Amount, any of the Notes (other than the VFN) cannot be redeemed in full or interest (and, in the case of the Class X Notes, the Class X Distribution Amount) due paid in full in respect of such Note (other than the VFN), the amount of any principal and/or interest (and, in the case of the Class X Notes, the Class X Distribution Amount) then unpaid shall be cancelled and no further amounts shall be due in respect of the Notes (other than the VFN) by the Issuer. In case of the VFN, the Issuer shall redeem the Principal Amount Outstanding of the VFN with the amounts standing to the credit of the Reserve Account and recorded in the Commingling Reserve Ledger, excluding any amounts to be deducted from the Commingling Reserve Ledger to the effect, following a Commingling Event. If such amounts are insufficient to redeem the VFN in full, the amount of any principal then unpaid shall be cancelled and no further amounts shall be due in respect of the VFN by the Issuer.

7.2 **Mandatory Redemption in Part during the Revolving Period**

On each Interest Payment Date during the Revolving Period, in the event there is any Revolving Period Principal Target Amortisation Amount available for this purpose on such Interest Payment Date after payment of items *second* and *third* of the Pre-Enforcement Principal Payment Priorities, the Issuer will cause such Revolving Period Principal Target Amortisation Amount to be applied in or towards the redemption in part of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes made *pari passu* and on a *pro rata* basis until all the Class A Notes, the Class B Notes, the Class C Notes and the

Class D Notes have been redeemed.

7.3 **Mandatory Redemption in Part after the Revolving Period**

On each Interest Payment Date after the end of the Revolving Period, the Issuer will cause any Pro-Rata Amortisation Ratio Amount available for this purpose on such Interest Payment Date in accordance with the Pre-Enforcement Principal Payment Priorities to be applied in or towards the redemption in part of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes made *pari passu* and on a *pro rata* basis until all the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes have been redeemed.

7.4 **Mandatory Redemption in Part after a Subordination Event**

On each Interest Payment Date after the occurrence of a Subordination Event, the Issuer will cause any Principal Target Amortisation Amount available for this purpose on such Interest Payment Date in accordance with the Pre-Enforcement Principal Payment Priorities to be applied in or towards the redemption in part of the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes made sequentially by redeeming the Principal Amount Outstanding of the Class A Notes until all the Class A Notes have been redeemed in full and thereafter by redeeming the Principal Amount Outstanding of the Class B Notes until all the Class B Notes have been redeemed in full and thereafter by redeeming the Principal Amount Outstanding of the Class C Notes until all the Class C Notes have been redeemed in full and thereafter by redeeming the Principal Amount Outstanding of the Class D Notes until all the Class D Notes have been redeemed in full.

7.5 **Mandatory Redemption in Part of the Class X Notes and the Class E Notes**

On each Interest Payment Date, the Issuer will cause any Available Interest Distribution Amount available for this purpose on such Interest Payment Date to be applied in or towards the redemption in part of the Principal Amount Outstanding of the Class X Notes (except for €1,000 (one thousand euros), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions) and the Principal Amount Outstanding of the Class E Notes up to the Class E Notes Target Amortisation Amount, made sequentially and in accordance with the Pre-Enforcement Interest Payment Priorities.

7.6 **Mandatory Redemption in Part of the VFN**

On each Interest Payment Date, the Issuer will cause any amount standing to the credit of the Reserve Account and recorded in the Commingling Reserve Ledger in excess of the Commingling Reserve Ledger Required Amount to be applied in or towards the redemption in part of the Principal Amount Outstanding of the VFN (except for €1 (one euro), which will be redeemed on the Final Legal Maturity Date or the date on which an early redemption occurs in accordance with the Conditions).

7.7 **Calculation of Note Principal Payments and Principal Amount Outstanding**

On each Calculation Date, the Transaction Manager shall calculate on behalf of the Issuer:

a) the aggregate of any Note Principal Payments due in relation to each Class on the Interest Payment Date immediately succeeding the relevant Calculation Date; and

b) the Principal Amount Outstanding of each Note in each Class on the Interest Payment Date immediately succeeding such Calculation Date (after deducting any Note Principal Payment due to be made on that Interest Payment Date in relation to such Class)).

7.8 **Calculations Final and Binding**

Each calculation by or on behalf of the Issuer of any Note Principal Payment or the Class X Distribution Amount or the Principal Amount Outstanding of a Note of each Class shall in each case (in the absence of any Breach of Duty) be final and binding on all persons.

7.9 **Common Representative to Determine Amounts in case of Issuer Default**

If the Issuer does not at any time for any reason calculate (or cause the Transaction Manager to calculate) any Note Principal Payment or the Principal Amount Outstanding in relation to each Class in accordance with this Condition 7 (*Redemption and Purchase*), such amounts may be calculated by the Common Representative (without any liability accruing to the Common Representative as a result) in accordance with this Condition 7 (*Redemption and Purchase*) (based on information supplied to it by the Issuer or the Transaction Manager) or by a third-party duly appointed by the Common Representative for this purpose (such expenses to be charged to the Issuer), and each such calculation shall be deemed to have been made by the Issuer, provided however that such third party must always disclose to the Common Representative the rationale used to arrive at the aforementioned amounts.

7.10 **Optional Redemption in Whole**

The Issuer may redeem all (but not some only) of the Notes in each Class at their Principal Amount Outstanding (together with accrued interest and any Class X Distribution amount, if applicable) on any Interest Payment Date, when, on the immediately preceding Calculation Date, the Aggregate Principal Outstanding Balance of the Non-Defaulted Receivables is less than 10% (ten per cent.) of the Aggregate Principal Outstanding Balance of the Initial Receivables at the Initial Portfolio Determination Date, subject to the following:

(i) that the Issuer has given not more than 60 (sixty) nor less than 30 (thirty) days' notice to the Common Representative, the Transaction Manager, the Paying Agent and the Noteholders in accordance with Condition 17 (*Notices*) of its intention to redeem all (but not some only) of the Notes in each Class;

(ii) that prior to giving any such notice, the Issuer shall have provided to the Common Representative a certificate signed by two directors of the Issuer to the effect that, taking into account the Post-Enforcement Priority of Payments, it will have the funds (including, but not limited to, the proceeds from the Repurchase Price) on the relevant Interest Payment Date, not subject to the interest of any other person, required to redeem the Rated Notes together with all accrued interest thereon pursuant to this Condition and meet its payment obligations of a higher priority under the Post-Enforcement Payment Priorities; and

(iii) that the Originator accepts to acquire the Receivables Portfolio on the relevant Interest Payment Date at the Repurchase Price,

provided that (i) the VFN shall only be redeemed in accordance with the VFN Repayment, and (ii) if on such Interest Payment Date the funds available to the Issuer are not sufficient to redeem the Notes other than the Rated Notes at their Principal Amount Outstanding together with accrued interest, such Notes shall be redeemed in full and all the claims of the Noteholder holding the Class D Notes and/or the Class E Notes and/or the VFN and/or the Class X Notes then outstanding for any shortfall in the Principal Amount Outstanding of such Class D Notes and/or the Class E Notes and/or the VFN and/or the Class X Notes together with accrued interest and the Class X Distribution Amount shall be extinguished.

7.11 **Optional Redemption in Whole for Taxation Reasons**

If a Tax Change Event occurs on or after the Closing Date, the Issuer may redeem all (but not some only) of the Notes in each Class at their Principal Amount Outstanding (together with accrued interest and any Class X Distribution amount, if applicable) on any Interest Payment Date following the occurrence of such Tax Change Event, subject to the following:

(i) that the Issuer has given not more than 60 (sixty) nor less than 30 (thirty) days' notice to the Common Representative, the Transaction Manager, the Paying Agent and the Noteholders in accordance with Condition 17 (*Notices*) of its intention to redeem all (but not some only) of the Notes in each Class;

(ii) that prior to giving any such notice, the Issuer shall have provided to the Common Representative (and, in relation to the following item (a), also to the Paying Agent):

(a) a legal opinion (in form and substance satisfactory to the Issuer and the Common Representative) from a firm of lawyers in the Issuer's jurisdiction (approved in writing by the Common Representative), opining on the relevant Tax Change Event;

(b) a certificate signed by two directors of the Issuer to the effect that, taking into account the Post-Enforcement Priority of Payments, it will have the funds (including, but not limited to, the proceeds from the Repurchase Price) on the relevant Interest Payment Date, not subject to the interest of any other person, required to redeem the Rated Notes together with all accrued interest thereon pursuant to this Condition and meet its payment obligations of a higher priority under the Post-Enforcement Payment Priorities; and

(iii) that the Originator accepts to acquire the Receivables Portfolio on the relevant Interest Payment Date at the Repurchase Price,

provided that (i) the VFN shall only be redeemed in accordance with the VFN Repayment, and (ii) if on such Interest Payment Date the funds available to the Issuer are not sufficient to redeem the Notes other than the Rated Notes at their Principal Amount Outstanding together with accrued interest, such Notes shall be redeemed in full and all the claims of the Noteholder holding the Class D Notes and/or the Class E Notes and/or the VFN and/or the Class X Notes then outstanding for any shortfall in the Principal Amount Outstanding of such Class D Notes and/or the Class E Notes and/or the VFN and/or the Class X Notes together with accrued interest and the Class X Distribution Amount shall be extinguished.

7.12 **Optional Redemption in Whole for Regulatory Reasons**

If a Regulatory Change Event occurs on or after the Closing Date, the Issuer may redeem all (but not some only) of the Notes in each Class at their Principal Amount Outstanding (together with accrued interest and any Class X Distribution amount, if applicable) on any Interest Payment Date following the occurrence of such Regulatory Change Event, subject to the following:

(i) that the Issuer has given not more than 60 (sixty) nor less than 30 (thirty) days' notice to the Common Representative, the Transaction Manager, the Paying Agent and the Noteholders in accordance with Condition 17 (*Notices*) of its intention to redeem all (but not some only) of the Notes in each Class;

(ii) that prior to giving any such notice, the Issuer shall have provided to the Common Representative (and, in relation to the following item (a), also to the Paying Agent):

(a) a legal opinion (in form and substance satisfactory to the Issuer and the Common Representative) from a firm of lawyers in the Issuer's jurisdiction (approved in writing by the Common Representative), opining on the relevant Regulatory Change Event;

(b) a certificate signed by two directors of the Issuer to the effect that, taking into account the

Post-Enforcement Priority of Payments, it will have the funds (including, but not limited to, the proceeds from the Repurchase Price) on the relevant Interest Payment Date, not subject to the interest of any other person, required to redeem the Rated Notes together with all accrued interest thereon pursuant to this Condition and meet its payment obligations of a higher priority under the Post-Enforcement Payment Priorities; and

(iii) that the Originator accepts to acquire the Receivables Portfolio on the relevant Interest Payment Date at the Repurchase Price,

provided that (i) the VFN shall only be redeemed in accordance with the VFN Repayment, and (ii) if on such Interest Payment Date the funds available to the Issuer are not sufficient to redeem the Notes other than the Rated Notes at their Principal Amount Outstanding together with accrued interest, such Notes shall be redeemed in full and all the claims of the Noteholder holding the Class D Notes and/or the Class E Notes and/or the VFN and/or the Class X Notes then outstanding for any shortfall in the Principal Amount Outstanding of such Class D Notes and/or the Class E Notes and/or the VFN and/or the Class X Notes together with accrued interest and the Class X Distribution Amount shall be extinguished.

Any declaration of a Regulatory Change Event will not be prevented by the fact that, prior to the Closing Date:

(i) the event constituting any such Regulatory Change Event was

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

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

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

(ii) the competent authority has issued any notification, taken any decision or expressed any view with respect to any individual transaction, other than the Transaction. Accordingly, such proposals, statements, notifications or views will not be taken into account when assessing the rate of return on capital of the Originator or an increase of the cost or reduction of benefits to the Originator of the Transaction immediately after the Closing Date.

7.13 **Conclusiveness of Certificates and Legal Opinions**

Any certificate or legal opinion given by or on behalf of the Issuer or to the Issuer pursuant to this Condition 7 (*Redemption and Purchase*) may be relied upon by the Common Representative or the Issuer (as applicable) without further investigation and shall be conclusive and binding on the Noteholders and on the Transaction Creditors. All certificates required to be signed by the Issuer will be signed by the

Issuer's directors without personal liability.

7.14 **Notice Irrevocable**

Any such notice as is referred to in this Condition 7 (*Redemption and Purchase*) shall be irrevocable and, upon the expiration of such notice, the Issuer shall be bound to redeem the Notes to which such notice relates at their Principal Amount Outstanding or and in an amount equal to the Note Principal Payment calculated as at the immediately preceding Calculation Date if effected pursuant to Conditions 7.2 (*Mandatory Redemption in Part during the Revolving Period*), 7.3 (*Mandatory Redemption in Part after the Revolving Period*), 7.4 (*Mandatory Redemption in Part after a Subordination Event*), 7.5 (*Mandatory Redemption in Part of the Class X Notes and the Class E Notes*) and 7.6 (*Mandatory Redemption in Part of the VFN*).

7.15 **No Purchase**

The Issuer may not at any time purchase any of the Notes.

7.16 **Cancellation**

All Notes so redeemed shall be cancelled and may not be reissued or resold.

8. Limited Recourse

Each of the Noteholders will be deemed to have agreed with the Issuer that notwithstanding any other provisions of these Conditions or the Transaction Documents, all obligations of the Issuer to the Noteholders, including, without limitation, the Issuer Obligations, are limited in recourse as set out below:

a) it will have a claim only in respect of the Transaction Assets and will not have any claim, by operation of law or otherwise, against, or recourse to, any of the Issuer's other assets or its contributed capital;

b) sums payable to each Noteholder in respect of the Issuer's obligations to such Noteholder shall be limited to the lesser of (a) the aggregate amount of all sums due and payable to such Noteholder and (b) the aggregate amounts received, realised or otherwise recovered by or for the account of the Issuer in respect of the Transaction Assets, net of any sums which are payable by the Issuer in accordance with the applicable Payment Priorities in priority to or *pari passu* with sums payable to such Noteholder in accordance with the applicable Payment Priorities; and

c) on the Final Legal Maturity Date or upon the Common Representative giving written notice to the Noteholders or any of the Transaction Creditors that it has determined in its sole opinion, following the Servicer having certified to the Common Representative, that there is no reasonable likelihood of there being any further realisations in respect of the Transaction Assets (other than the Transaction Accounts) and the Transaction Manager having informed the Common Representative that there is no reasonable likelihood of there being any further realisations in respect of the Transaction Accounts which would be available to pay in full the amounts outstanding under the Transaction Documents and the Notes owing to such Transaction Creditors and Noteholders, then such Transaction Creditors shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be discharged in full.

9. Payments

9.1 **Principal, Interest and Class X Distribution Amount**

Payments of principal, interest and the Class X Distribution Amount (when applicable) in respect of the Notes may only be made in euro. Payment in respect of the Notes of principal, interest and the Class X

Distribution Amount will, in accordance with the applicable rules and procedures of Interbolsa, be (a) credited to the TARGET2 relevant current accounts of the Interbolsa Participants (whose control accounts with Interbolsa are credited with such Notes) and (b) thereafter credited by such Interbolsa Participants from the aforementioned payment current accounts to the accounts of the owners of those Notes or through Euroclear and Clearstream, Luxembourg to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of those Notes, in accordance with the rules and procedures of Interbolsa, Euroclear or Clearstream, Luxembourg, as the case may be.

9.2 **Payments subject to Fiscal Laws**

All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations, but without prejudice to the provisions of Condition 10 (*Taxation*). No commissions or expenses shall be charged by the Issuer to the Noteholders in respect of such payments.

9.3 **Notifications to be Final**

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition, whether by the Paying Agent or the Common Representative shall (in the absence of any gross negligence, wilful default, fraud or manifest error) be binding on the Issuer and all Noteholders and (in the absence of any gross negligence, wilful default or fraud) no liability to the Common Representative or the Noteholders shall attach to the Agents, or the Common Representative in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretions under this Condition 9 (*Payments*).

10. Taxation

10.1 **Payments Free of Tax**

All payments of principal, interest and the Class X Distribution Amount in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by Portugal or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer, the Common Representative or the Paying Agent shall be entitled to withhold or deduct the required amount for or on account of tax from such payment and shall account to the relevant Tax Authorities for the amount so withheld or deducted.

10.2 **No Payment of Additional Amounts**

Neither the Common Representative, the Issuer nor the Paying Agent will be obliged to pay any additional amounts to Noteholders in respect of any Tax Deduction made under Condition 10.1 (*Payments Free of Tax*) above.

10.3 **Tax Jurisdiction**

If the Issuer becomes subject at any time to any taxing jurisdiction other than the Portuguese Republic, references in these Conditions to the Portuguese Republic or to Portugal shall be construed as references to the Portuguese Republic or to Portugal and/or such other jurisdiction.

10.4 **Tax Deduction not Event of Default**

Notwithstanding that the Common Representative, the Issuer or any of the Paying Agent is required to make a tax deduction in accordance with Condition 10.1 (*Payments Free of Tax*) this shall not constitute an Event of Default.

11. Events of Default and Enforcement

11.1 Events of Default

Subject to the other provisions of this Condition 11 (*Events of Default and Enforcement*), the following shall be events of default in respect of the Notes (each an "**Event of Default**"):

a) *Non-payment*: the Issuer fails to pay any amount of (i) interest due on the Class A Notes within 10 (ten) Business Days of the due date for payment of such interest in accordance with the applicable Payment Priorities, or (ii) interest due on the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes by the Final Legal Maturity Date or (iii) principal on the Notes by the Final Legal Maturity Date; or

b) *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 the Common Representative Appointment Agreement and (i) such default is, in the opinion of the Common Representative, incapable of remedy, or (ii) being a default which is, in the opinion of the Common Representative, capable of remedy, remains unremedied for 30 (thirty) days or such longer period as the Common Representative may agree after the Common Representative has given written notice thereof to the Issuer; or

c) *Issuer Insolvency*: an Insolvency Event occurs with respect to the Issuer, or

d) *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 the Common Representative Appointment Agreement.

If an Event of Default occurs, the Issuer shall so inform the Noteholders in accordance with Condition 17 (*Notices*).

11.2 Delivery of Enforcement Notice

If an Event of Default occurs and is continuing, the Common Representative may at its discretion and shall:

a) if so requested in writing by the holders of at least 25% (twenty-five per cent.) of the Principal Amount Outstanding of the Notes; or

b) if so directed by an Extraordinary Resolution passed by the Noteholders;

deliver a notice (the "**Enforcement Notice**") to the Issuer.

11.3 Conditions to Delivery of Enforcement Notice

Notwithstanding Condition 11.2 (*Delivery of Enforcement Notice*) above, the Common Representative shall not be obliged to deliver an Enforcement Notice unless:

a) in the case of the occurrence of any of the events mentioned in Condition 11.1(b) (*Breach of other obligations*) above, the Common Representative shall have certified in writing that the occurrence of such event is in its opinion materially prejudicial to the interests of the Noteholders, subject to Condition 11.6 (*Directions to the Common Representative*) and the Common Representative may obtain such directions from Noteholders and/or expert advice as it considers appropriate and rely thereon, without any responsibility for delay occasioned by doing so; and

b) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing.

11.4 Consequences of Delivery of Enforcement Notice

Upon the delivery of an Enforcement Notice:

(a) the Notes of each Class (other than the VFN) shall become immediately due and payable in accordance with the Post-Enforcement Payment Priorities without further action or formality at their Principal Amount Outstanding together with any accrued interest and any Deferred Interest Amount Arrears (or, in the case of the Class X Notes, the Class X Distribution Amount); and

(b) the VFN shall become immediately due and payable without further action or formality at its Principal Amount Outstanding and shall only be repaid with the Commingling Reserve Ledger Excess Amount (if any).

11.5 **Proceedings**

After the occurrence of an Event of Default, the Common Representative may at its discretion and without further notice, institute such proceedings as it thinks fit to enforce its rights under the Notes and the Common Representative Appointment Agreement in respect of the Notes of each Class and under the other Transaction Documents, in any case acting to serve the best interests of the Noteholders as a Class, but it shall not be bound to do so unless it is:

a) so requested in writing by the holders of at least 25% (twenty-five per cent.) of the Principal Amount Outstanding of the Notes; or

b) so directed by an Extraordinary Resolution of the Noteholders;

and in any such case, only if it shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing.

11.6 **Directions to the Common Representative**

Without prejudice to Condition 11.5 (*Proceedings*), the Common Representative shall not be bound to take any action described in Condition 11.5 (*Proceedings*) and may take such action without having regard to the effect of such action on individual Noteholders or any other Transaction Creditor. The Common Representative shall have regard to the Noteholders of each Class as a Class and, for the purposes of exercising its rights, powers, duties or discretions, the Common Representative, to the extent permitted by Portuguese law, shall have regard only to the Most Senior Class of Notes then outstanding, provided that so long as any of the then Most Senior Class of Notes are outstanding, the Common Representative shall not, and shall not be bound to, act at the request or direction of the Noteholders of any other Class of Notes unless:

a) to do so would not, in its opinion, be materially prejudicial to the interests of the Noteholders of all the Classes of Notes ranking senior to such other Class; or

b) (if the Common Representative is not of that opinion) such action of each Class is sanctioned by a Resolution of the Noteholders of the Class or Classes of the Notes ranking senior to such other Class.

12. Common Representative and Agents

12.1 **Common Representative's Right to Indemnity**

Under the Transaction Documents, the Common Representative is entitled to be indemnified and relieved from responsibility in certain circumstances and to be paid or reimbursed of its costs and expenses in priority to the claims of the Noteholders and the other Transaction Creditors. The Common Representative shall not be required to do anything which would require it to risk or expend its own funds. In addition, the Common Representative is entitled to enter into business transactions with the Issuer and/or any other person who is a party to the Transaction Documents and/or any of their subsidiary or associated companies and to act as common representative for the holders of any other securities issued by or relating to the Issuer without accounting for any profit and to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such role. For the avoidance of doubt, the Common Representative will not be obliged to enforce the provisions of the Common Representative Appointment Agreement unless it is directed to do so by the Noteholders and unless it is indemnified and/or secured and/or pre-funded to its satisfaction.

12.2 **Common Representative not Responsible for Loss or for Monitoring**

The Common Representative will not be responsible for any loss, expense or liability which may be suffered as a result of the Transaction Assets or any documents of title thereto being uninsured or inadequately insured or being held by or to the order of the Servicer or by any person on behalf of the Common Representative. The Common Representative shall not be responsible for monitoring the compliance by any of the other Transaction Parties with their obligations under the Transaction Documents, and the Common Representative shall assume, until it has actual knowledge to the contrary, that such persons are properly performing their duties.

The Common Representative shall have no responsibility (other than arising from its wilful default, gross negligence or fraud) in relation to the legality, validity, sufficiency, adequacy and enforceability of the Transaction Documents.

The Common Representative will not be responsible for any loss, expense or liability which may be suffered as a result of any assets or any deeds or documents of title thereto, being uninsured or inadequately insured.

12.3 **Regard to Classes of Noteholders**

In the exercise of its powers and discretions under these Conditions and the Common Representative Appointment Agreement and the other Transaction Documents, the Common Representative will have regard to the interests of each Class of Noteholders as a Class and will not be responsible for any consequence for individual Noteholders as a result of such holders being domiciled or resident in, or otherwise connected in any way with, or subject to the jurisdiction of, a particular territory or taxing jurisdiction.

In any circumstances in which, in the opinion of the Common Representative, there is any conflict, actual or potential, between the Noteholders' interests and those of the Transaction Creditors, the Common Representative shall have regard only to the interests of the Noteholders and no other Transaction Creditor shall have any claim against the Common Representative for so doing.

To the extent permitted by Portuguese law, and whenever there is any conflict between the interests of the Classes of Noteholders, the Common Representative shall have regard to the Most Senior Class of Notes.

When the Notes are no longer outstanding and, in its opinion, there is an actual or potential conflict between the interests of the Transaction Creditors, have regard to the interests of that Transaction Creditor which is, or those Transaction Creditors which are most senior in the applicable Payment Priorities and which claim is still outstanding thereunder and no other Transaction Creditor shall have any claim against the Common Representative for so doing. If there are 2 (two) or more Transaction Creditors who rank *pari passu* in the applicable Payment Priorities, then the Common Representative shall look at the interests of such Transaction Creditors equally.

12.4 **Agents Solely Agents of Issuer**

In acting under the Paying Agency Agreement and in connection with the Notes, the Paying Agent acts solely as agent of the Issuer and (to the extent provided therein) the Common Representative and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

12.5 **Initial Agents**

The Issuer reserves the right (with the prior written approval of the Common Representative) to vary or terminate the appointment of any Agent and to appoint a successor paying agent or agent bank and additional or successor paying agent at any time, having given not less than 30 (thirty) days' notice to such Agent and to the Common Representative.

13. Meetings of Noteholders

13.1 **Convening**

For the purpose of compliance with requirements provided under Article 21(10) of the Securitisation Regulation, the Common Representative Appointment Agreement contains Provisions for Meetings of Noteholders for convening separate or combined Meetings of Noteholders of any Class to consider matters relating to the Notes, including the modification of any provision of these Conditions or the Common Representative Appointment Agreement and the circumstances in which modifications may be made if sanctioned by a Resolution.

13.2 **Request from Noteholders**

A Meeting of Noteholders of a particular Class or Classes may be convened by the Common Representative or, if the Common Representative has not yet been appointed on refuses to convene the Meeting, by the Chairman of the Shareholders' General Meeting of the Issuer at any time and must be convened by the Common Representative (subject to its being indemnified and/or secured and/or prefunded to its satisfaction) upon the request in writing of Noteholders of a particular Class holding not less than 5% (five per cent.) of the Aggregate Principal Amount Outstanding of the outstanding Notes of that Class or Classes.

13.3 **Quorum**

The quorum at any Meeting convened to vote on:

a) a Resolution not regarding a Reserved Matter, relating to a Meeting of a particular Class or Classes of the Notes, will be any person or persons holding or representing such Class or Classes of Notes whatever the Principal Amount Outstanding of the Notes then outstanding held or represented at the Meeting;

b) an Extraordinary Resolution regarding to items (a) to (d), (f) to (i) of the definition of a Reserved Matter, relating to a Meeting of a particular Class or Classes of the Notes, will be any person or persons holding or representing at least 50% (fifty per cent.) of the Principal Amount Outstanding of the Notes then outstanding so held or represented or in such Class or Classes or, at any adjourned Meeting, any person holding or representing such Class or Classes whatever the Principal Amount Outstanding of the Notes then outstanding so held or represented; or

c) an Extraordinary Resolution regarding to item (e) of the definition of Reserved Matter, will be all Noteholders of the Notes then outstanding.

13.4 **Majorities**

The majorities required to pass a Resolution at any Meeting convened in accordance with these rules shall be:

a) if in respect to a Resolution not regarding a Reserved Matter, the majority of the votes cast at the relevant Meeting; or

b) if in respect to an Extraordinary Resolution regarding matters in items (a) to (d), (f) to (i) of the definition of a Reserved Matter, at least 50% (fifty per cent.) of the Principal Amount Outstanding of the Notes then outstanding in the relevant Class or Classes or, at any adjourned second Meeting by at least two thirds of the votes cast at the relevant Meeting and, if in respect of matters in item (e) of the definition of Reserved Matter, a unanimous Resolution by all Noteholders.

13.5 **Separate and Combined Meetings**

The Common Representative Appointment Agreement provides that (without prejudice to Condition 13.6 (*Relationship between Classes*)):

a) a Resolution which in the opinion of the Common Representative affects the Notes of only one Class shall be transacted at a separate Meeting of the Noteholders of that Class;

b) a Resolution which in the opinion of the Common Representative affects the Noteholders of more than one Class of Notes but does not give rise to an actual or potential conflict of interest between the Noteholders of one Class of Notes and the holders of another Class of Notes may be transacted either at separate Meetings of the Noteholders of each such Class or at a single Meeting of the Noteholders of all such Classes of Notes as the Common Representative shall determine in its absolute discretion; and

c) a Resolution which in the opinion of the Common Representative affects the Noteholders of more than one Class and gives rise to any actual or potential conflict of interest between the Noteholders of one Class of Notes and the Noteholders of any other Class of Notes shall be transacted at separate Meetings of the Noteholders of each such Class.

13.6 **Relationship between Classes**

In relation to each Class of Notes:

a) no Resolution involving a Reserved Matter that is passed by the holders of one Class of Notes shall be effective unless it is sanctioned by a Resolution of the holders of each of the other Classes of Notes (to the extent that there are outstanding Notes in each such other Classes);

b) no Resolution or other resolution (as applicable) to approve any matter other than a Reserved Matter of any Class of Notes shall be effective unless it is sanctioned by a Resolution or other resolution (as applicable) of the holders of each of the other Classes of Notes then outstanding ranking senior to such Class (to the extent that there are Notes outstanding ranking senior to such Class) unless the Common Representative considers that none of the holders of each of the other Classes of Notes ranking senior to such Class would be materially prejudiced by the absence of such sanction;

c) any Resolution passed at a Meeting of Noteholders of one or more Classes of Notes duly convened and held in accordance with the Common Representative Appointment Agreement shall be binding upon all Noteholders of such Class or Classes, whether or not present at such Meeting and whether or not voting and, except in the case of a Meeting relating to a Reserved Matter, any Resolution passed at a Meeting of the holders of the Most Senior Class of Notes duly convened and held as aforesaid shall also be binding upon the holders of all the other Classes of Notes; and

d) a resolution involving the appointment or removal of the Common Representative must be approved by the holders of each and all Class of Notes then outstanding.

13.7 **Written Resolutions**

A Written Resolution shall take effect in the same terms as a Resolution or an Extraordinary Resolution.

14. Modification and Waiver

14.1 **Modification**

The Common Representative may, at any time and from time to time, without the consent or sanction of the Noteholders or any other Transaction Creditors (other than in respect of a Reserved Matter or any provisions of these Conditions, the Common Representative Appointment Agreement or any other of the Transaction Documents which are a Reserved Matter) concur with the Issuer and any other relevant Transaction Creditor in making:

a) any modification to the Notes, the Common Representative Appointment Agreement or the other Transaction Documents in relation to which the Common Representative's consent is required which, in the opinion of the Common Representative will not be materially prejudicial to the interests of the (i) holders of the Most Senior Class of Notes then outstanding; and (ii) any of the Transaction Creditors, unless, in the case of (ii), such Transaction Creditors have given their prior written consent to any such modification;

b) any modification to other Transaction Documents in relation to which the Common Representative's consent is required if, in the opinion of the Common Representative, such modification is of a formal, minor, administrative or technical nature, or is made to correct a manifest error or an error which, in the reasonable opinion of the Common Representative, is proven, or is necessary or desirable for the purpose of clarification,

The Issuer shall send prior notice of any such modification to the Rating Agencies and, to the extent the Common Representative requires it, notice thereof shall be delivered to the Noteholders in accordance with Condition 17 (*Notices*).

The Common Representative may seek and obtain guidance from Portuguese legal advisors whenever reasonable doubts arise as to whether, under Portuguese law, including the Portuguese Companies Code (Article 355) and the Securitisation Law (Article 65), an amendment to any of the Transaction Documents or to the Conditions should be considered a Reserved Matter and be so treated.

Any modification agreed with the Issuer by the Common Representative following the approval of, and in compliance with, a Resolution will discharge the Common Representative from any and all liability whatsoever that may arise to the Noteholders from such action and the Common Representative may not be held liable for the consequences of any such modification.

14.2 **Additional Right of Modification**

The Common Representative shall be obliged, without any consent or sanction of the Noteholders or any of the other Transaction Creditors, to concur with the Issuer in making any modification (other than modifications that are subject to the approval of the Noteholders in accordance with Portuguese law, including but not limited to a Reserved Matter or any provisions of these Conditions, the Common Representative Appointment Agreement or any other Transaction Documents which are a Reserved Matter) to these Conditions, the Notes or any other Transaction Document to which it is a party or in relation to which it holds security or enter into any new, supplemental or additional documents that the Issuer (in each case) considers necessary:

a) in order to enable the Issuer to comply with any requirements which apply to it under EMIR or MIFID II (as applicable), or other mandatory obligations under applicable law or mandatory instructions issued by a competent authority, subject to receipt by the Common Representative of a certificate issued by the Issuer or the Servicer on behalf of the Issuer certifying to the Common Representative the requested amendments are to be made solely for the purpose of enabling the Issuer to satisfy its requirements under EMIR or MIFID II (as applicable) or other mandatory obligations under applicable law or mandatory instructions issued by a competent authority and have been drafted solely to that effect and the Common Representative shall be entitled to rely absolutely on such certification without any liability to any person for so doing (such modification being previously notified by the Issuer to the Rating Agencies);

b) in order to minimise or eliminate any withholding tax imposed on the Issuer as a result of the FATCA provisions of the U.S. Hiring Incentives to Restore Employment or any regulations or notices made thereunder, including (to the extent necessary) the entry into by the Issuer, or the termination of, an agreement with the United States Internal Revenue Service (the "**IRS**") to provide for an exemption to withhold for or on account of any tax imposed in accordance with FATCA provided, in each case, the Servicer certifies on behalf of the Issuer to the Common Representative that such amendment is being made subject to and in accordance with this paragraph (upon which certification the Common Representative will be entitled to conclusively rely without further enquiry and, absent any fraud, gross negligence or wilful default on the part of the Common Representative, any liability);

c) in order to allow the Issuer to open additional accounts with an additional accounts bank or to move the Transaction Accounts to be held with an alternative accounts bank with the Minimum Rating, provided that the Servicer on behalf of the Issuer has certified to the Common Representative that (i) such action would not have an adverse effect on the then current ratings of some or all of the Rated Notes and (ii) if a new accounts bank agreement is entered into, such agreement will be entered into on substantially the same terms as the Accounts Agreement provided further that if the Servicer determines that it is not practicable to agree terms substantially similar to those set out in the Accounts Agreement with such replacement financial institution or institutions and the Servicer on behalf of the Issuer certifies in writing to the Common Representative that the terms upon which it is proposed the replacement bank or financial institution will be appointed are reasonable commercial terms taking into account the then prevailing current market conditions, whereupon a replacement agreement will be entered into on such reasonable commercial terms and the Common Representative shall be entitled to rely absolutely on such certification without any liability to any person for so doing (notwithstanding that the fee payable to the replacement accounts bank may be higher or other terms may differ materially from those on which the previously appointed bank or financial institution agreed to act);

d) for the purpose of complying with any changes in the requirements of (i) Article 6 of the Securitisation Regulation, including as a result of the adoption of regulatory technical standards in relation to the Securitisation Regulation, (ii) the CRR Amendment Regulation or (iii) any other risk retention legislation or regulations or official guidance in relation thereto, provided that the Issuer certifies (for which purpose, it may obtain an independent legal opinion, the cost of which will be an Issuer Expense) to the Common Representative in writing that such modification is required solely for such purpose and has been drafted solely to such effect and the Rating Agencies are previously notified of the amendments and the Common Representative shall be entitled to rely absolutely on such certification without any liability to any person for so doing;

e) for the purpose of enabling the Notes to comply with the requirements of the Securitisation Regulation, including relating to the treatment of the Notes as a simple, transparent and standardised securitisation, and any related regulatory technical standards authorised under the Securitisation Regulation provided that the Issuer certifies (for which purpose, it may obtain an independent legal opinion, the cost of which will be an Issuer Expense) to the Common Representative in writing that such modification is required solely for such purpose and has been drafted solely to such effect and the Common Representative shall be entitled to rely absolutely on such certification without any liability to any person for so doing;

f) for the purpose of complying with, or implementing or reflecting, any change in the criteria of one or more of the Rating Agencies which may be applicable from time to time, provided that in relation to any amendment under this paragraph f):

(i) the Servicer on behalf of the Issuer certifies in writing to the Common Representative that such modification is necessary to comply with such criteria or, as the case may be, is solely to implement and reflect such criteria; and

(ii) in the case of any modification to a Transaction Document proposed by any of the Originator, the Servicer or the Accounts Bank, in order (x) to remain eligible to perform its role in such capacity in conformity with such criteria and/or (y) to avoid taking action which it would otherwise be required to take to enable it to continue performing such role (including, without limitation, posting collateral or advancing funds):

(A) the Servicer, and/or the Accounts Bank, as the case may be, certifies in writing to the Issuer and the Common Representative that such modification is necessary for the purposes described in paragraph (f)(ii)(x) and/or (y) above;

(B) either:

1. the Servicer obtains from each of the Rating Agencies written confirmation (or certifies in writing to the Issuer and the Common Representative that it has been unable to obtain written confirmation, but has received oral confirmation from an appropriately authorised person at each of the Rating Agencies, following a written information to the Rating Agencies of the proposed modification) that such modification would not result in a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency and would not result in any Rating Agency placing some or all of the Rated Notes on rating watch negative (or equivalent) and, if relevant, delivers a copy of each such confirmation to the Issuer and the Common Representative; or

2. the Servicer certifies in writing to the Issuer and the Common Representative that the Rating Agencies have been informed of the proposed modification in writing and none of the Rating Agencies has indicated that such modification would 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 any of the Rated Notes on rating watch negative (or equivalent);

(C) and:

1. all costs and expenses (including legal fees) incurred by the Issuer and the Common Representative or any other Transaction Party in connection with such modification shall be paid as Issuer Expenses; and

2. the modification is not materially prejudicial to the interests of the (i) holders of the Most Senior Class of Notes then outstanding and (ii) any of the Transaction Creditors, unless, in the case of (ii), such Transaction Creditors have given their prior written consent to any such modification.

g) for the purpose of changing the base rate in respect of the Rated Notes from EURIBOR to an alternative base rate (any such rate, an "**Alternate Base Rate**") (such modification being previously notified by the Issuer to the Rating Agencies) and make such other amendments as are necessary or advisable in the reasonable judgement of the Issuer to facilitate such change ("**Base Rate Modification**"), provided that the Servicer (on its behalf and on behalf of the relevant Transaction Party, as the case may be) certified to the Common Representative in writing that:

(A) such Base Rate Modification is being undertaken due to:

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

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

(3) 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);

(4) 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;

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

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

(7) the reasonable expectation of the Servicer that any of the events specified in sub-paragraphs (1), (2), (3), (4), (5) or (6) will occur or exist within 6 (six) months of the proposed effective date of such Base Rate Modification; and

(B) such Alternate Base Rate is:

(1) a base rate published, endorsed, approved or recognised by the Bank of Portugal, any regulator in Portugal or the European Union or any stock exchange on which the Rated Notes are listed (or any relevant committee or other body established, sponsored or approved by any of the foregoing); or

(2) 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

(3) 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 Originator; or

(4) such other base rate as the Servicer reasonably determines (and reasonably justifies to the Common Representative); and

(C) such other related amendments are necessary or advisable to facilitate such change. (the certificate to be provided by the Servicer (on its behalf and/or on behalf of the relevant Transaction Party, as the case may be) pursuant to this Condition being a "**Modification Certificate**"), provided that:

(1) at least 30 (thirty) calendar days' prior written notice of any such proposed modification has been given to the Common Representative;

(2) the Modification Certificate in relation to such modification shall be provided to the Common Representative, with a copy to the Issuer, both at the time the Common Representative is notified of the proposed modification and on the date that such modification takes effect;

(3) the consent of each Transaction Creditor which is party to the relevant Transaction Document or whose ranking in any Priority of Payments is affected has been obtained; and

(4) the Issuer (or the Servicer on its behalf) certifies in writing to the Common Representative (which certification may be in the Modification Certificate) that the Issuer has provided at least 30 (thirty) calendar days' notice to the Noteholders of each Class of the proposed modification in accordance with Condition 17 (*Notices*), and Noteholders representing at least 10% (ten per cent.) of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding have not contacted the Common Representative in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within such notification period notifying the Common Representative that such Noteholders do not consent to the modification (upon which notification, the Common Representative shall promptly notify the Issuer accordingly).

For the avoidance of doubt, and in relation to subparagraph (e), the Common Representative shall be entitled to rely upon such Modification Certificate without further enquiry and, absent any fraud, gross negligence or wilful default on the part of the Common Representative, any liability.

If Noteholders representing at least 10% (ten per cent.) of the aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding have notified the Common Representative in writing (or otherwise in accordance with the then current practice of any applicable clearing system through which such Notes may be held) within the notification period referred to above that they do not consent to the modification, then such modification will not be made unless an Extraordinary Resolution of the Most Senior Class of Notes then outstanding is passed in favour of such modification in accordance with Condition 13 (*Meetings of Noteholders*).

Objections made in writing other than through the applicable clearing system must be accompanied by evidence to the Common Representative's satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes.

14.3 Notwithstanding anything to the contrary in Condition 14.2 (*Additional Right of Modification*) or any Transaction Document:

a) when implementing any modification pursuant to Condition 14.2 (*Additional Right of Modification*) (save to the extent the Common Representative considers that the proposed modification would constitute a Basic Terms Modification), the Common Representative shall deem that the proposed modification is in the best interests of the Noteholders and any other Transaction Creditor or any other person and shall not be liable to the Noteholders, any other Transaction Creditor or any other person for so acting or relying, irrespective of whether any such modification is or may actually be materially prejudicial to the interests of any such person; and

b) the Common Representative shall not be obliged to agree to any modification which, in the sole opinion of the Common Representative would have the effect of (i) exposing the Common Representative to any liability against which is has not be indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protection, of the Common Representative in the Transaction Documents and/or these Conditions. In this case, the Common Representative shall promptly provide a written justification to the Issuer on the application of (i) and/or (ii) above, and shall, unless the Issuer otherwise accepts, convene for a Meeting of Noteholders to resolve on any such proposed modification.

14.4 Any such modification shall be binding on all Noteholders and shall be notified by the Issuer as soon as reasonably practicable to:

a) so long as any of the Rated Notes rated by the Rating Agencies remains outstanding, each Rating Agency, which notification shall be made by the Servicer on behalf of the Issuer;

b) the Transaction Creditors, as provided for in the Master Framework Agreement; and

c) the Noteholders in accordance with Condition 17 (*Notices*).

14.5 For the sake of clarity, any costs incurred or to be incurred by the Issuer or another Transaction Party (but to be borne by the Issuer) in connection with any actions to be taken under this Condition 14 (*Modification and Waiver*) shall be Issuer Expenses.

14.6 **Waiver**

The Common Representative may, at any time and from time to time, without prejudice to its rights in respect of any subsequent breach, condition, event or act, without the consent or sanction of the Noteholders or any other Transaction Creditors, concur with the Issuer and any other relevant Transaction Creditor in authorising or waiving on such terms and subject to such conditions (if any) as it may decide, any proposed breach or actual breach by the Issuer of any of the covenants or provisions contained in the Common Representative Appointment Agreement, the Notes or any other Transaction Documents (other than in respect of a Reserved Matter or any provision of the Notes, the Common Representative Appointment Agreement or such other Transaction Document referred to in the definition of a Reserved Matter) which, in the opinion of the Common Representative will not be materially prejudicial to the interests of (i) the holders of the Most Senior Class of Notes then outstanding and (ii) any of the Transaction Creditors, unless such Transaction Creditors have given their prior written consent to any such authorisation or waiver or provided that any of the Transaction Creditors have not advised, in writing, the Common Representative that such waiver or authorisation will be materially prejudicial to any of the Transaction Creditors (provided that it may not and only the Noteholders may by Resolution determine that any Event of Default shall not be treated as such for the purposes of the Common Representative Appointment Agreement, the Notes or any of the other Transaction Documents). Any such waiver shall be previously notified to the Rating Agencies by the Issuer.

14.7 **Restriction on Power to Waive**

The Common Representative shall not exercise any powers conferred upon it by Condition 14.6 (*Waiver*) in contravention of any of the restrictions set out therein or any express direction by a Resolution of the holders of the Most Senior Class of Notes then outstanding or of a request or direction in writing made by the holders of not less than 25% (twenty-five per cent.) in Aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding, but so that no such direction or request (a) shall affect any authorisation, waiver or determination previously given or made or (b) shall authorise or waive any such proposed breach or breach relating to a Reserved Matter unless the holders of each Class of Notes then outstanding has, by Resolution, so authorised such proposed breach or breach.

14.8 **Notification**

Unless the Common Representative otherwise agrees, the Issuer shall cause any such consent, authorisation, waiver, modification or determination to be notified to the Noteholders (if required by these Conditions or by law), the other relevant Transaction Creditors and the Rating Agencies in accordance with Condition 17 (*Notices*) and the relevant Transaction Documents, as soon as practicable after it has been made.

14.9 **Binding Nature**

Any consent, authorisation, waiver, determination or modification referred to and in accordance with Condition 14.1 (*Modification*), 14.2 (*Additional Right of Modification*) or Condition 14.6 (*Waiver*) shall be binding on the Noteholders and the other Transaction Creditors.

15. No Action by Noteholders or any other Transaction Party

15.1 The Noteholders may be restricted from proceeding individually against the Issuer and the Transaction Assets or otherwise seek to enforce the Issuer's obligations, where such action or actions, taken on an individual basis, contravene a Resolution of the Noteholders.

15.2 Furthermore, and to the extent permitted by Portuguese Law, only the Common Representative may pursue the remedies available under the general law or under the Common Representative Appointment Agreement against the Issuer and the Transaction Assets and, other than as permitted in this Condition, no Transaction Creditor shall be entitled to proceed directly against the Issuer and the Transaction Assets or otherwise seek to enforce the Issuer's obligations. In particular, each Transaction Creditor agrees with and acknowledges to each of the Issuer and the Common Representative, and the Common Representative agrees with and acknowledges to the Issuer that:

(a) none of the Transaction Creditors other than the Common Representative (or any person on their behalf) is entitled, otherwise than as permitted by the Transaction Documents, to direct the Common Representative to take any proceedings against the Issuer unless the Common Representative, having become bound to serve an Enforcement Notice or having been requested in writing or directed by a Resolution of the Noteholders in accordance with Condition 11.5 (*Proceedings*) to take any other action to enforce their rights under the Notes and the Common Representative Appointment Agreement or under any other Transaction Documents (each, a "**Common Representative Action**"), fails to do so within 30 (thirty) days of becoming so bound or of having been so requested or directed and that failure is continuing (in which case each of the Noteholders and the Transaction Creditors shall (subject to Condition 15.2(c)) be entitled to take any such steps and proceedings as it shall deem necessary in respect of the Issuer);

(b) none of the Transaction Creditors other than the Common Representative (nor any person on their behalf) shall have the right to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due from the Issuer to any of such Transaction Parties unless the Common Representative, having become bound to take a Common Representative Action, fails to do so within 30 (thirty) days of becoming so bound and that failure is continuing (in which case each of the Noteholders and the Transaction Creditors shall be entitled to take any such steps and proceedings as it shall deem necessary in respect of the Issuer);

(c) until the date falling 2 (two) years after the Final Discharge Date none of the Transaction Creditors nor any person on their behalf (including the Common Representative) shall initiate or join any person in initiating any Insolvency Event or the appointment of any insolvency official in relation to the Issuer; and

(d) none of the Transaction Creditors shall be entitled to take or join in the taking of any steps or proceedings which would result in the Payment Priorities not being observed.

16. Prescription

Claims for principal in respect of the Notes shall become void 20 (twenty) years after the appropriate Relevant Date. Claims for interest and any Class X Distribution Amount shall become void five 5 (years) after the appropriate Relevant Date.

17. Notices

17.1 **Valid Notices**

Any notice to Noteholders shall only be validly given if such notice is published on the CMVM's website and/or if the same is notified to the Noteholders in accordance with this Condition 17 (*Notices*), provided that for so long as any of the Notes are listed on any stock exchange and the rules of such stock exchange's jurisdiction so require, such notice will additionally be published in accordance with the requirements applicable in such jurisdiction and circulated to all clearing systems, so that such notice is distributed to the relevant Noteholders according to the applicable procedures of the relevant clearing systems. It may additionally be published on a page of the Reuters service or of the Bloomberg service or on any other medium for the electronic display of data as may be previously approved in writing by the Common Representative at the request of the Issuer.

17.2 **Date of Publication**

Any notices so published shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which the publication was made.

17.3 **Other Methods**

The Common Representative shall be at liberty to sanction some other method of giving notice to the Noteholders or to a Class of them if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the requirements of the stock exchange (if any) on which the Notes are then listed and provided that notice of such other method is given to the Noteholders in such manner as the Common Representative shall require.

18. Governing Law and Jurisdiction

18.1 **Governing Law**

The Common Representative Appointment Agreement, the Notes and any non-contractual obligations arising from or connected with them are governed by, and shall be construed in accordance with, Portuguese law.

18.2 **Jurisdiction**

The courts of Lisbon are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Notes and accordingly any legal action or proceedings arising out of or in connection with the Notes may be brought in such courts.

19. Definitions

"**€STR**" means the euro short-term rate of the ECB;

"**Accounts Agreement**" means the agreement so named to be entered into on or about the Closing Date between the Issuer, the Accounts Bank, the Transaction Manager and the Common Representative;

"**Accounts Bank**" means Banco Santander, S.A. in accordance with the terms of the Accounts Agreement;

"**Accounts Bank Information**" means the information in the section of this Prospectus headed "***The Accounts Bank***" relating to Banco Santander, S.A. and over which Banco Santander, S.A. accepts responsibility;

"**Additional Conditions Precedent**" means the additional conditions precedent set out in Part B (*Additional Conditions Precedent*) to Schedule 7 (*Conditions Precedent*) of the Receivables Sale Agreement;

"**Additional Portfolio Determination Date**" means the 1st (first) Business Day of each of November, February, May and August within the Revolving Period, the first Additional Portfolio Determination Date being the 1st (first) Business Day of November 2020;

"**Additional Purchase Date**" means each Interest Payment Date within the Revolving Period on which the Issuer purchases Additional Receivables Portfolio;

"**Additional Purchase Price**" means, in respect of an Additional Purchase Date and the Additional Receivables Portfolio to be purchased by the Issuer on such date, the consideration payable by the Issuer to the Originator in respect of the relevant Additional Receivables Portfolio in an amount equal to the Aggregate Principal Outstanding Balance of the Additional Receivables included in such Additional Receivables Portfolio calculated as at the Additional Portfolio Determination Date immediately preceding such Additional Purchase Date;

"**Additional Receivable**" means any Receivable sold and assigned by the Originator to the Issuer on an Additional Purchase Date during the Revolving Period;

"**Additional Receivables Portfolio**" means a portfolio of Additional Receivables, the relevant Receivables Contracts and their Related Security sold and assigned by the Originator to the Issuer on an Additional Purchase Date;

"**Agent Bank**" means U.S. Bank Global Corporate Trust Limited, in its capacity as the agent bank in respect of the Notes in accordance with the Paying Agency Agreement;

"**Agents**" means the Agent Bank and the Paying Agent and "**Agent**" means any one of them;

"**Aggregate Principal Amount Outstanding**" means, on any day of calculation, the aggregate of the Principal Amount Outstanding of all Classes of Notes on such day;

"**Aggregate Principal Outstanding Balance**" means, with respect to specified Receivables on any day of calculation, the aggregate amount of the Principal Outstanding Balance of all such Receivables on such day;

"**Alternate Base Rate**" means the base interest rate in respect of the Class A Notes, the Class B Notes and the Class C Notes alternative to EURIBOR;

"**Arranger**" means Banco Santander, S.A. in its capacity as arranger of the Transaction;

"**ASFAC Private Moratorium**" means the payment holiday approved by the Portuguese Association of Specialized Credit Institutions (*Associação de Instituições de Crédito Especializado* (ASFAC)) on 10 April 2020, to which Santander Consumer Portugal has adhered;

"**Asset**" means new or used cars or other assets that may be subject to a Receivables Contract;

"**Assigned Rights**" means all Receivables, the Related Security and the Receivables Contracts included in the Receivables Portfolio, sold and assigned to the Issuer by the Originator in accordance with the terms of the Receivables Sale Agreement;

"**Authorised Investments**" means (i) bank deposits in euros (ii) money market funds within the meaning of Regulation (EU) 2017/1131, of the European Parliament and the Council, of 14 June 2017, and (iii) short-term public or private debt securities admitted to trading on a regulated market, with a minimum credit risk rating or equivalent assigned by credit rating agencies registered with ESMA, that fulfil the following criteria, subject in any case to compliance with the applicable Portuguese laws and regulations for authorised investments by securitisation companies:

a) with respect to Fitch:

   (i) to the extent such Authorised Investment has a maturity not exceeding 30 (thirty) calendar days: a long-term rating of at least A- or a short-term rating of at least F1, or

   (ii) to the extent such Authorised Investment has a maturity exceeding 30 (thirty) calendar days but not exceeding the immediately following Interest Payment Date after the relevant investment is made: a long-term rating of at least AA- or a short-term rating of at least F1+; and

b) with respect to Moody's, a long-term rating of at least Baa1 or, if such investment relates to a money market fund, a rating of at least Aaa(mf);

"**Available Interest Distribution Amount**" means, in respect of any Interest Payment Date, the amount calculated by the Transaction Manager as at the Calculation Date immediately preceding such Interest Payment Date equal to the sum of:

(a) any Interest Collections Proceeds and other interest amounts received by the Issuer as interest payments under or in respect of the Receivables during the Calculation Period immediately preceding such Interest Payment Date (less the amount of any Incorrect Payments made which are attributable to interest), including any insurance-related payments which are attributable to interest and any amount deducted from the Commingling Reserve Ledger to the effect, following a Commingling Event; plus

(b) where the proceeds or estimated proceeds of disposal or, on maturity, the maturity proceeds of any Authorised Investment received in relation to the Calculation Period immediately preceding such Interest Payment Date exceeds the original cost of such Authorised Investment, the amount of such excess together with interest thereon; plus

(c) any amount standing to the credit of the Reserve Account and recorded in the General Reserve Ledger; plus

(d) interest accrued and credited to the Transaction Accounts during the Calculation Period immediately preceding such Interest Payment Date, less any amount paid, including any Third Party Expenses, during the Calculation Period immediately preceding such Interest Payment Date; plus

(e) the remaining Available Principal Distribution Amount after all payments of the Pre-Enforcement Principal Payment Priorities have been made in full; plus

(f) (i) any amounts received by the Issuer under the Cap Agreement plus (ii) only to the extent the Cap Counterparty defaults in any of its payment obligations under the Cap Transaction and the Cap Agreement is early terminated, the following amounts:

(i) if the Settlement Amount (as this term is defined in the Cap Agreement) is payable by the Cap Counterparty to the Issuer, any amounts held by the Issuer as collateral, or

(ii) if the Settlement Amount (as this term is defined in the Cap Agreement) is payable by the Issuer to the Cap Counterparty and the amounts held by the Issuer as collateral are higher than such Settlement Amount, the amount of collateral held which exceeds the Settlement Amount payable to the Cap Counterparty. For the avoidance of doubt, the Settlement Amount shall be paid by the Issuer to the Cap Counterparty using the collateral amounts held by the Issuer. In the event that such collateral amounts are not sufficient, the Settlement Amount (or the part of the Settlement Amount not covered by the collateral held by the Issuer) shall be paid according the Pre-Enforcement Interest Payment Priorities or the Post-Enforcement Payment Priorities, as applicable;

"**Available Principal Distribution Amount**" means, in respect of any Interest Payment Date, the amount calculated by the Transaction Manager as at the Calculation Date immediately preceding such Interest Payment Date equal to the sum of:

(a) the amount of any Principal Collections Proceeds received by the Issuer as principal payments under the Receivables and any Related Security during the Calculation Period immediately preceding such Interest Payment Date (less the amount of any Incorrect Payments made which are attributable to principal), including any insurance-related payments which are attributable to principal and any amount deducted from the Commingling Reserve Ledger to the effect, following a Commingling Event, plus

(b) any amounts standing to the credit of the Payment Account to the extent they relate to any principal amounts; plus

(c) such amount of the Available Interest Distribution Amount as is credited to the Payment Account and which is applied by the Transaction Manager on such Interest Payment Date in reducing the debit balance on the Principal Deficiency Ledgers; plus

(d) any amount standing to the credit of the Reserve Account and recorded in the General Reserve Ledger exceeding the Reserve Account Required Balance after any payment is made under item *tenth* of the Pre-Enforcement Interest Payment Priorities; plus

(e) any amounts subject to Principal Retention on the immediately preceding Interest Payment Date;

"**Back-Up Servicer Facilitator**" means Santander Consumer Finance or its successors in title or assignees or any replacement back-up servicer facilitator appointed from time to time;

"**Banco Santander**" means Banco Santander, S.A.;

"**Base Rate Modification**" means the change of base rate in respect of the Rated Notes from EURIBOR to an Alternate Base Rate in accordance with Condition 14.2 (*Additional Right of Modification*), paragraph g);

"**Basic Terms Modification**" means a modification made by the Common Representative in accordance with Condition 14.1 (*Modification*);

"**Benchmarks Regulation**" means Regulation (EU) 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;

"**Breach of Duty**" means, in relation to any person, a wilful default, fraud, illegal dealing, gross negligence;

"**BRRD**" means Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD2**" means Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 amending the BRRD as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC;

"**Business Day**" means:

(i) for the purpose of payments under the Notes, any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System ("**TARGET 2**") is open for the settlement of payments in euro (a "**TARGET 2 Settlement Day**") or, if such TARGET 2 Settlement Day is not a day on which banks are open for business in Lisbon, London and Madrid the next succeeding TARGET 2 Settlement Day on which banks are open for business in Lisbon, London and Madrid; and

(ii) for any other purpose, any day on which banks are open for business in Lisbon and London;

"**Calculation Date**" means the last Business Day of the month previous to each Interest Payment Date, the first Calculation Date being the last Business Day of October 2020;

"**Calculation Period**" means a period from (and including) a Calculation Date (or in respect of the first Calculation Period, from the Closing Date) to (but excluding) the next (or first) Calculation Date;

"**Cap Agreement**" means collectively the ISDA Master Agreement, the Schedule, the Credit Support Annex and the Cap Confirmation to be entered into between the Issuer and the Cap Counterparty on or about the Closing Date;

"**Cap Confirmation**" means the cap confirmation to be entered into by the Issuer and the Cap Counterparty under the Cap Agreement;

"**Cap Counterparty**" means Banco Santander, S.A., in its capacity as cap counterparty, or its permitted successors or assigns from time to time or any other person for the time being acting as Cap Counterparty pursuant to the Cap Agreement;

"**Cap Transaction**" means the cap transaction to be entered into by and between the Issuer and the Cap Counterparty under the Cap Agreement for purposes of hedging the Issuer's floating interest rate exposure in relation to the Rated Notes;

"**Capital Requirements Directive**" or "**CRD IV**" means Directive 2013/36/EU, of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC;

"**Capital Requirements Regulation**" or "**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 as amended from time to time, as supplemented by Commission Delegated Regulation (EU) No. 625/2014, and including any regulatory technical standards and any implementing technical standards issued by the European Banking Authority or any successor body, from time to time;

"**CET1 Ratio**" means the capital ratio calculated in accordance with the Capital Requirements Regulation;

"**Class**" means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the VFN or the Class X Notes, as the context may require, and "**Classes**" shall be construed accordingly;

"**Class A Notes**" means the €466,100,000 Class A Floating Rate Notes due 2035 issued by the Issuer on the Closing Date;

"**Class A Principal Deficiency Ledger**" means the principal deficiency sub-ledger created and maintained by the Transaction Manager in accordance with the Transaction Management Agreement in respect of the Class A Notes;

"**Class B Notes**" means the €65,900,000 Class B Floating Rate Notes due 2035 issued by the Issuer on the Closing Date;

"**Class B Principal Deficiency Ledger**" means the principal deficiency sub-ledger created and maintained by the Transaction Manager in accordance with the Transaction Management Agreement in respect of the Class B Notes;

"**Class C Notes**" means the €55,000,000 Class C Floating Rate Notes due 2035 issued by the Issuer on the Closing Date;

"**Class C Principal Deficiency Ledger**" means the principal deficiency sub-ledger created and maintained by the Transaction Manager in accordance with the Transaction Management Agreement in respect of the Class C Notes;

"**Class D Notes**" means the €13,000,000 Class D Fixed Rate Notes due 2035 issued by the Issuer on the Closing Date;

"**Class D Principal Deficiency Ledger**" means the principal deficiency sub-ledger created and maintained by the Transaction Manager in accordance with the Transaction Management Agreement in respect of the Class D Notes;

"**Class E Notes**" means the €6,600,000 Class E Fixed Rate Notes due 2035 issued by the Issuer on the Closing Date;

"**Class E Notes Target Amortisation Amount**" means the lower of (i) 10% (ten per cent.) of the Principal Amount Outstanding of the Class E Notes as at the Closing Date and (ii) the Principal Amount Outstanding of the Class E Notes as of the relevant Interest Payment Date;

"**Class X Distribution Amount**" means, in respect of any Interest Payment Date, the amount calculated by the Transaction Manager to be paid from the Available Interest Distribution Amount on such Interest Payment Date and which shall be equal to the Available Interest Distribution Amount less the aggregate of the amounts to be applied by the Transaction Manager in respect of payments of a higher priority set forth in the Pre-Enforcement Interest Payment Priorities, or, after the delivery of an Enforcement Notice, the amount calculated by the Transaction Manager to be paid from the Post-Enforcement Available Distribution Amount and which shall be equal to the Post-Enforcement Available Distribution Amount less the aggregate of the amounts to be applied by the Transaction Manager (as agent of the Common Representative) or the Common Representative in respect of payments of a higher priority set forth in the Post-Enforcement Payment Priorities. This amount will only be payable to the extent that funds are available to the Issuer for that purpose under the Pre-Enforcement Interest Payment Priorities or the Post-Enforcement Payment Priorities, as applicable;

"**Class X Notes**" means the €3,600,000 Class X Notes due 2035 issued by the Issuer on the Closing Date;

"**Clearstream, Luxembourg**" means Clearstream Banking, société anonyme, Luxembourg;

"**Closing Date**" means 23 July 2020;

"**CMVM**" means *Comissão do Mercado de Valores Mobiliários*, the Portuguese Securities Market Commission;

"**CNPD**" means *Comissão Nacional de Proteção de Dados*, the Portuguese Data Protection Commission;

"**Collateral Account**" means an account in the name of the Issuer to deposit amounts due as collateral under the Cap Agreement;

"**Collections**" means, as appropriate, all Principal Collections Proceeds and all Interest Collections Proceeds;

"**Commingling Event**" means that, after the occurrence of a Commingling Reserve Trigger Event, the Servicer has failed to transfer to the Payment Account any Collections on the 5th (fifth) Business Day of each month following the month of receipt of such amounts;

"**Commingling Required Rating**" means, with respect to any entity, that:

(a) the long-term unsecured, unsubordinated and unguaranteed debt obligations of such entity are assigned a rating of at least Baa2 (or its replacement) by Moody's; or

(b) the long-term unsecured, unsubordinated and unguaranteed debt obligations of such entity are assigned a rating of at least BBB or F2 (or its replacement) by Fitch,

and, in each case, any such rating has not been withdrawn;

"**Commingling Reserve Ledger**" means a ledger pertaining to a Reserve Account to be credited with an amount equal to the proceeds of the VFN, at issuance or once increased;

"**Commingling Reserve Ledger Excess Amount**" means all amounts standing to the credit of the Reserve Account and recorded in the Commingling Reserve Ledger that exceed on any Interest Payment Date or any other relevant date the then applicable Commingling Reserve Ledger Required Amount;

"**Commingling Reserve Ledger Required Amount**" means:

(i) prior to the occurrence of a Commingling Reserve Trigger Event, €0 (zero euros); or

(ii) on any Interest Payment Date where a Commingling Reserve Trigger Event has occurred and is continuing, an amount equal to the highest of zero and the average monthly Collections expected to be received in the Calculation Period starting on the Calculation Date immediately preceding the relevant Interest Payment Date (as estimated by the Servicer) multiplied by 1.05 (one point zero five);

"**Commingling Reserve Trigger Event**" means Santander Consumer Finance being downgraded by one of the Rating Agencies below the Commingling Required Rating or at any time Santander Consumer Finance ceasing to hold, directly or indirectly, more than 50% (fifty per cent.) of the share capital of the Servicer, except if the company then holding directly or indirectly more than 50% (fifty per cent.) of the Servicer's share capital has a rating of at least the Commingling Required Rating;

"**Common Representative**" means Elavon Financial Services DAC, in its capacity as initial representative of the Noteholders pursuant to the Portuguese Companies Code and Article 65 of the Securitisation Law and in accordance with the Conditions of the Notes and the terms of the Common Representative Appointment Agreement, and any replacement common representative or common representative appointed from time to time under the Common Representative Appointment Agreement;

"**Common Representative Action**" means any action to be taken by the Common Representative as requested in writing or directed by a Resolution of the Noteholders in accordance with Condition 11.5 (*Proceedings*) to enforce the rights of the Noteholders under the Notes and the Common Representative Appointment Agreement or under any other Transaction Documents;

"**Common Representative Appointment Agreement**" means the agreement so named to be entered into on or about the Closing Date by and between the Issuer and the Common Representative;

"**Common Representative Liabilities**" means any liabilities due and payable by the Issuer to the Common Representative in accordance with the terms of the Common Representative Appointment Agreement together with interest payable in accordance with the terms of the Common Representative Appointment Agreement accrued in the immediately preceding Calculation Period;

"**Compensation Payment**" means the amount of any loss (other than to the extent that such losses have resulted from breach of any duty by the Issuer), including properly incurred costs and expenses of legal counsel and court fees, suffered or incurred by the Issuer as a result of a breach of any of the Originator's Representations and Warranties other than the Receivables Warranties and, for this purpose, "loss" shall mean any direct loss as a result of the relevant breach of the Originator's Representations and Warranties but shall not include any amount attributable to any indirect or consequential loss suffered by the Issuer, the determination of such amount being subject to the provisions contained in Clause 15.1 (*Compensation Payment*) of the Receivables Sale Agreement;

"**Completion of Enforcement Procedures**" means the completion of the Enforcement Procedures upon the Servicer having reasonably considered that continuation of the Enforcement Procedures is no longer cost-effective having regard to the amounts likely to be recovered by such further action;

"**Conditions**" means the terms and conditions of the Notes in, or substantially in, the form set out in Schedule 1 (*Terms and Conditions of the Notes*) to the Common Representative Appointment Agreement as any of them may from time to time be modified in accordance with the Common Representative Appointment Agreement and any reference to a particular numbered Condition shall be construed in relation to the Notes accordingly;

"**Co-ordination Agreement**" means the agreement so named to be entered into on or about the Closing Date by and between, *inter alia*, the Issuer, the Originator, the Transaction Manager, the Agent Bank, the Accounts Bank, the Paying Agent, the Servicer, the Back-Up Servicer Facilitator and the Common Representative;

"**CPI**" means credit protection insurance;

"**CRA III**" means Regulation (EU) No 462/2013 of the European Parliament and of the Council of 21 May 2013 amending the CRA Regulation;

"**CRA III RTS**" means Commission Delegated Regulation (EU) 2015/3, of 30 September 2014;

"**CRA Regulation**" means Regulation (EC) No 1060/2009 of the European Parliament and of the Council of

16 September 2009 on credit rating agencies, as amended;

"**CRD IV**" means Directive 2013/36/EU, of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC;

"**CRD V**" means Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending the CRD IV as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures;

"**Credit and Collection Policies**" means the credit and collection policies of the Originator as described in the "***Originator's Standard Business Practices, Servicing and Credit Assessment***" section of this Prospectus and such other credit and collection policies of the Originator as may be applicable from time to time subject to the conditions set out in the Receivables Servicing Agreement;

"**Credit Support Annex**" means the 1995 ISDA Credit Support Annex supplementing and forming part of the Cap Agreement;

"**CRR**" means the Capital Requirements Regulation;

"**CRR Amendment Regulation**" means Regulation (EU) 2017/2401 of the European Parliament and of the Council of 12 December 2017 amending Regulation (EU) 575/2013 on prudential requirements for credit institutions and investment firms;

"**CRR II**" means Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending the Capital Requirements Regulation as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements;

"**CRS**" means the Common Reporting Standard approved by the OECD in July 2014 or the status of affiliate partner of Certified Residential Specialist in the United States of America, as applicable;

"**Cumulative Default Ratio**" means the Aggregate Principal Outstanding Balance of gross Defaulted Receivables, without considering any recoveries, on the date on which the Receivables have defaulted, divided by the sum of (1) the Aggregate Principal Outstanding Balance of the Initial Receivables on the Initial Portfolio Determination Date and (2) the Aggregate Principal Outstanding Balance of the Additional Receivables on the relevant Additional Portfolio Determination Date;

"**Cumulative Default Ratio Trigger Event**" means that, at the Calculation Date immediately preceding any Interest Payment Date, the Cumulative Default Ratio is higher than 9.0% (nine per cent.);

"**CVM**" means the Portuguese securities depository system (*Central de Valores Mobiliários*) operated and managed by Interbolsa;

"**Data Protection Act**" means Law no. 58/2019, of 8 August;

"**Data Protection Laws**" means the Data Protection Act and the GDPR;

"**Day Count Fraction**" means, in respect of an Interest Period, the actual number of days in such period divided by 360 (three-hundred and sixty);

"**Deemed Principal Loss**" means, in relation to any Receivable on any given Calculation Date, if a Receivable becomes a Defaulted Receivable during the Calculation Period ending on such Calculation Date, the amount equal to 100% (one hundred per cent.) of the Principal Outstanding Balance of such

Receivable determined as at such Calculation Date;

"**Defaulted Receivable**" means, at any time, any Receivable in respect of which:

(i) any instalment remains unpaid past the respective Instalment Due Date for 90 (ninety) calendar days; or

(ii) Liquidation Proceeds have been realised; or

(iii) the Servicer, in accordance with the Servicer's Operating Procedures, considers the relevant Obligor to be unlikely to make instalment payments as they fall due; or

(iv) Enforcement Procedures are taking place;

"**Deferred Interest Amount Arrears**" means, in respect of each of the Class B Notes, the Class C Notes, the Class D Notes and/or the Class E Notes on any Interest Payment Date, any Interest Amount which is due but not paid as at such date;

"**Delinquent Receivable**" means, on any day, any Receivable which is past due but which is not a Defaulted Receivable;

"**Designated Reporting Entity**" means the Originator as the entity responsible for compliance with the requirements of Article 7 of the Securitisation Regulation together with any guidance published in relation thereto by the European Securities and Markets Authority, including any regulatory and/or implementing technical standards;

"**ECB**" means the European Central Bank;

"**EEA**" means the European Economic Area;

"**Eligibility Criteria**" means the criteria set out in Part A (*Eligible Receivables*), Part B (*Eligible Receivables Contracts*) and Part C (*Eligible Obligors*) to Schedule 1 (*Eligibility Criteria*) of the Receivables Sale Agreement;

"**Eligible Obligor**" means an Obligor who satisfy the criteria set out in Part C (*Eligible Obligors*) to Schedule 1 (*Eligibility Criteria*) of the Receivables Sale Agreement;

"**Eligible Receivable**" means a Receivable that satisfies the criteria set out in Part A (*Eligible Receivables*) to Schedule 1 (*Eligibility Criteria*) of the Receivables Sale Agreement;

"**Eligible Receivables Contract**" means a Receivables Contract that satisfies the criteria set out in Part B (*Eligible Receivables Contracts*) to Schedule 1 (*Eligibility Criteria*) of the Receivables Sale Agreement;

"**EMIR**" means Regulation (EU) 648/2012 of the European Parliament and of the Council of 4 July 2012, as amended;

"**EMMI**" means the European Money Markets Institute;

"**Enforcement Notice**" means a notice delivered by the Common Representative to the Issuer in accordance with Condition 11 (*Events of Default and Enforcement*) which declares the Notes to be immediately due and payable;

"**Enforcement Procedures**" means the exercise of rights and remedies (including enforcement of security) against an Obligor in respect of the Obligor's obligations arising from any Receivable in accordance with the procedures described in the Servicer's Operating Procedures;

"**EONIA**" means the Euro Overnight Index Average;

"**ESMA**" means the European Securities and Markets Authority;

"**ESMA Disclosure Templates**" means the regulatory and implementing technical standards, including the standardised templates, to be developed by ESMA which set out the form in which the relevant reporting entity is required to comply with certain of the periodic reporting requirements;

"**EU Disclosure Requirements**" means the requirements in Article 7 of the Securitisation Regulation together with any guidance published in relation thereto by ESMA, including any regulatory and/or implementing technical standards;

"**EU Member States**" means the Member States of the European Union;

"**EU Retained Interest**" means, in relation to the Notes, the retention on an ongoing basis by the Originator of a material net economic interest of not less than 5% (five per cent.) in the securitisation, as required by Article 6(1) of the Securitisation Regulation;

"**EU Retention Requirements**" means Article 6 of the Securitisation Regulation;

"**EUR**", "**Euro**", "**euro**" or "**€**" means the lawful currency of the EU Member States participating in the Economic and Monetary Union as contemplated by the Treaty establishing the European Communities as amended by, *inter alia*, the Treaty on European Union;

"**EURIBOR**" means the Euro Reference Rate;

"**Euro Reference Rate**" means, on any Interest Determination Date, the rate determined by reference to the Euro Screen Rate on such date, or if, on such date, the Euro Screen Rate is unavailable:

(a) the Rounded Arithmetic Mean of the offered quotations, as at or about 11:00 (eleven) a.m. (Brussels time) on that date, of the Reference Banks to leading banks for Eurozone interbank market for euro deposits for the Relevant Period in the Representative Amount, determined by the Agent Bank after request of the principal Eurozone office of each of the Reference Banks; or

(b) if, on such date, two or three only of the Reference Banks provide such quotations, the rate determined in accordance with paragraph (a) above on the basis of the quotations of those Reference Banks providing such quotations; or

(c) if, on such date, one only or none of the Reference Banks provide such a quotation, the Rounded Arithmetic Mean of the rates quoted, as at or about 11:00 (eleven) a.m. (Brussels time) on such Interest Determination Date, by leading banks in the Eurozone for loans in euros for the Relevant Period in the Representative Amount to leading European banks, determined by the Agent Bank after request of the principal office in the principal financial centre of the relevant Participating Member State of each such leading European bank;

"**Euro Screen Rate**" means, in relation to an Interest Determination Date, the offered quotations for euro deposits for the Relevant Period by reference to the Screen as at or about 11:00 (eleven) a.m. (Brussels time) on that date;

"**Euroclear**" means Euroclear Bank S.A./N.V. as operator of the Euroclear System;

"**Euronext**" means Euronext Lisbon – Sociedade Gestora de Mercados Regulamentados, S.A.;

"**Euronext Lisbon**" means Euronext Lisbon, a regulated market managed by Euronext;

"**Eurosystem**" means the monetary authority of the euro area, which comprises the ECB and the national central banks of the EU Member States whose currency is the euro;

"**Eurosystem Eligible Collateral**" means collateral which is eligible for Eurosystem monetary policy and intra-day operations by the Eurosystem;

“**Event of Default**” has the meaning given to it in Condition 11 (*Events of Default and Enforcement*);

“**Extraordinary Resolution**” means a resolution in respect of a Reserved Matter passed at a Meeting duly convened and approved by the required majority;

“**FATCA**” means the U.S. Foreign Account Compliance Act;

“**FGD**” means the Deposit Guarantee Fund (*Fundo de Garantia de Depósito*);

“**Final Discharge Date**” means the date on which the Common Representative is satisfied that all of the Issuer Obligations and/or all other monies and other liabilities due or owing by the Issuer in connection with the Notes have been paid or discharged in full;

“**Final Legal Maturity Date**” means the Interest Payment Date falling in February 2035;

“**First Interest Payment Date**” means 25 November 2020;

“**Fitch**” means Fitch Ratings Ltd. or any legitimate successor thereto;

“**FMSA**” means the Financial Services Market Act 2000;

“**Force Majeure Event**” means an event beyond the reasonable control of the person affected, including, without limitation, general strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, accident, breakdown of plant or machinery, computer software, hardware or system failure, fire, flood and/or storm, pandemic, epidemic or other disease outbreak, alert, contingency or catastrophe situations, state of emergency and other circumstances affecting the supply of goods or services;

“**FTC**” means Securitisation Fund (*Fundo de Titularização de Crédito*);

“**FTT**” means the common financial transaction tax proposed by the European Commission on 14 February 2013;

“**GDPR**” means European Regulation no. 2016/679 of the European Parliament and of the Council (the General Data Protection Regulation), of 27 April 2016;

“**General Reserve Ledger**” means a ledger pertaining to the Reserve Account to be credited with an amount equal to the Reserve Amount on the Closing Date;

“**Global Eligibility Criteria**” means the criteria set out in Part D (*Global Eligibility Criteria*) to Schedule 1 (*Eligibility Criteria*) of the Receivables Sale Agreement;

“**Holders of the Notes**” or “**Noteholders**” means the persons who, for the time being, are the holders of the Notes in accordance with Condition 2.3 (*Title*);

“IGA” means the Model 1 intergovernmental agreement entered into by and between the United States and Portugal;

“**Incorrect Payment**” means a payment incorrectly paid or transferred to the Payment Account, identified as such by the Servicer through the Quarterly Servicer’s Report and confirmed as such by the Transaction Manager;

“**Initial Portfolio Determination Date**” means 1 July 2020;

“**Initial Principal Amount**” means, in relation to any Note, the Principal Amount Outstanding of such Note as at the Closing Date;

"**Initial Purchase Price**" means, in respect of the Initial Receivables Portfolio, the consideration payable by the Issuer to the Originator on the Closing Date for the purchase of the Initial Receivables Portfolio, in an amount equal to the Aggregate Principal Outstanding Balance of the Initial Receivables on the Initial Portfolio Determination Date;

"**Initial Receivable**" means any Receivable to be sold and assigned by the Originator to the Issuer on the Closing Date;

"**Initial Receivables Portfolio**" means the portfolio of Initial Receivables, the relevant Receivables Contracts and their Related Security which are to be sold and assigned by the Originator to the Issuer on the Closing Date in accordance with the Receivables Sale Agreement;

"**Insolvency Event**" means:

(a) in respect of a natural person or entity:

- (i) the initiation of, or consent to, any Insolvency Proceedings by such person or entity; or
- (ii) the initiation of Insolvency Proceedings against such person or entity and such proceedings are not contested in good faith on appropriate legal advice; or
- (iii) the application (and such application is not contested in good faith on appropriate legal advice) to any court for, or the making by any court of, an insolvency or an administration order against such person or entity; or
- (iv) the enforcement of, or any attempt to enforce (and such attempt is not contested in good faith on appropriate legal advice) any security over the whole or a material part of the assets and revenues of such person or entity; or
- (v) any distress, execution, attachment or similar process (and such process, if contestable, is not contested in good faith on appropriate legal advice) being levied or enforced or imposed upon or against any material part of the assets or revenues of such person or entity; or
- (vi) the appointment by any court of a liquidator, provisional liquidator, administrator, administrative receiver, receiver or manager or other similar official in respect of all (or substantially all) of the assets of such person or entity generally; or
- (vii) the making of an arrangement, composition or reorganisation with the creditors of such person or entity;

(b) in respect of the Originator and/or the Servicer, to the extent not already covered by paragraphs (a)(i) to (a)(vii) above, the suspension of payments, the commencing of any recovery or insolvency proceedings against the Originator or the Servicer, under Decree-Law no. 298/92, of 31 December, Decree-Law no. 199/2006, of 25 October, under Decree-Law no. 53/2004, of 18 March (if applicable) and the bankruptcy provisions applicable under Law no. 5/2015 (each one as amended from time to time);

"**Insolvency Proceedings**" means:

(a) the presentation of any petition for the bankruptcy or insolvency of a natural person or entity (whether such petition is presented by such person or entity or another party); or

(b) the winding-up, dissolution or administration of an entity,

and shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such person or entity is ordinarily resident or incorporated (as the case may be) or of any jurisdiction in which such person or entity may be liable to such proceedings;

"**Instalment Due Date**" means, in relation to any Receivable, the original date on which each monthly instalment is due and payable under the relevant Receivables Contract;

"**Insurance Distribution Directive**" means Directive (EU) 2016/97 of the European Parliament and of the Council, of 20 January 2016;

"**Insurance Policies**" means the insurance policies taken out by Obligors in respect of Receivables and the related Asset (including life insurance and employment insurance contracts), and any other insurance contracts of similar effect in replacement, addition or substitution thereof from time to time, and "**Insurance Policy**" means any one of those insurance policies;

"**Interbolsa**" means Interbolsa – Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A., having its registered office at Avenida da Boavista, 3433, 4100-138 Porto, Portugal;

"**Interbolsa Participant**" means any authorised financial intermediary entitled to hold control accounts with Interbolsa on behalf of their customers and includes any depository banks appointed by Euroclear and Clearstream, Luxembourg for the purpose of holding accounts on behalf of Euroclear and Clearstream, Luxembourg;

"**Interest Amount**" means, in respect of a Note for any Interest Period, the amount of interest calculated on the immediately preceding Interest Determination Date in respect of such Note for such Interest Period by multiplying the Principal Amount Outstanding of such Note on the Interest Payment Date immediately succeeding such Interest Determination Date by the relevant Note Rate and multiplying the amount so calculated by the relevant Day Count Fraction and rounding the resulting figure to the nearest €0.01 (one cent of euro);

"**Interest Collections Proceeds**" means, in respect of any Business Day, the portion of the aggregate amount that stands to the credit of the Proceeds Account that relates to the Interest Component;

"**Interest Component**" means all interest collected and to be collected thereunder from and including the Closing Date or the relevant Additional Purchase Date, as applicable, including:

(i) all interest collected in respect of the Receivables;

(ii) all Liquidation Proceeds in respect of the Receivables;

(iii) all Collections with respect to a Receivable that relate to principal where, and to the extent that, a debit entry is recorded on the Principal Deficiency Ledgers with respect to such Receivable;

(iv) all Collections in respect of Defaulted Receivables; and

(v) all Repurchase Proceeds allocated to interest;

"**Interest Determination Date**" means each day which is 2 (two) Business Days prior to an Interest Payment Date and, in relation to an Interest Period, the "**Related Interest Determination Date**" means the Interest Determination Date immediately preceding the commencement of such Interest Period, save that the Interest Determination Date in respect of the first Interest Period shall be 2 (two) Business Days prior to the Closing Date;

"**Interest Payment Date**" means the 25th (twenty-fifth) day of each of February, May, August and November in each year or, provided that if any such day is not a Business Day, it shall be the immediately succeeding Business Day;

"**Interest Period**" means each period from (and including) an Interest Payment Date (or the Closing Date) to (but excluding) the next (or First) Interest Payment Date and, in relation to an Interest Determination Date, the "related Interest Period" means the Interest Period next commencing after such Interest Determination Date;

"**Investor Report**" means a report so named to be prepared by the Transaction Manager under Paragraph 21 (*Investor Report*) to Schedule 1 (*Duties and Obligations of Transaction Manager*) of the Transaction Management Agreement;

"**Investor's Currency**" means the principal currency or currency unit denomination of an investor's financial activities other than Euro;

"**IRS**" means the United States Internal Revenue Service;

"**ISDA Master Agreement**" the 1992 ISDA Master Agreement (Multicurrency – Cross Border) entered into by and between the Issuer and the Cap Counterparty under the Cap Agreement;

"**ISDA Schedule**" means the Schedule to the ISDA Master Agreement to be entered into between the Issuer and the Cap Counterparty under the Cap Agreement;

"**ISIN**" means the International Securities Identification Number;

"**Issuer**" means Tagus – Sociedade de Titularização de Créditos, S.A., a limited liability company incorporated under the laws of Portugal as a special purpose vehicle for the purposes of issuing asset-backed securities, having its registered office at Rua Castilho, 20, 1250-069, Lisbon, Portugal, with a share capital of €250,000.00 and registered with the Commercial Registry of Lisbon under the sole registration and taxpayer number 507 130 820;

"**Issuer Covenants**" means the covenants of the Issuer set out in Schedule 4 (*Issuer Covenants*) of the Master Framework Agreement;

"**Issuer Expenses**" means any fees, liabilities and expenses, in relation to this Transaction, payable by the Issuer to the following parties (or any successor): the Servicer, the Transaction Manager, the Paying Agent, the Accounts Bank, the Agent Bank and any Third Party Expenses that would be paid or provided for by the Issuer on the next Interest Payment Date, including the Issuer Transaction Revenues and any other costs incurred by the Issuer in connection with exercising or complying with its rights and duties under the Transaction Documents, but excluding the Servicing Fees;

"**Issuer Obligations**" means all the legal obligations of the Issuer which are or may become due from time to time, owing or payable by the Issuer to each, some or any of the Noteholders or the other Transaction Creditors under the Transaction Documents;

"**Issuer Transaction Revenues**" means the amounts agreed between the Issuer and the Originator, payable to the Issuer on each Interest Payment Date;

"**LCR Regulation**" means Commission Delegated Regulation (EU) 2018/1620 of 13 July 2018 amending Delegated Regulation (EU) 2015/61 to supplement Regulation (EU) No 575/2013 of the European Parliament and the Council with regard to liquidity coverage requirement for credit institutions;

"**Lead Manager**" means Banco Santander;

"**Lending Criteria**" means the credit granting policies and procedures applied from time to time by the Originator in originating loans and receivables as described in the "***Originator's Standard Business Practices, Servicing and Credit Assessment***" section of this Prospectus as may be applicable from time to time;

"**Liabilities**" means, in respect of any person, any losses, liabilities, damages, costs, awards, expenses (including properly incurred legal fees) and penalties incurred by that person together with any VAT thereon;

"**LIBOR**" means the London Interbank Offered Rate;

"**Liquidation Proceeds**" means, in relation to a Receivable, the net proceeds of realisation of its Related Security, including proceeds arising from the sale or other disposition of other collateral or property of the related Obligor or any other party directly or indirectly liable for payments on the Receivable and available to be applied thereon;

"**Loan-Level Report**" means a so named quarterly report prepared by the Servicer under Paragraph 21 (*Loan-Level Report*) of Part 8 (*Provision of Information*) to Schedule 1 (*Services to be provided by the Servicer*) of the Receivables Servicing Agreement;

"**Master Execution Agreement**" means the agreement so named to be entered into on or about the Closing Date by and between the Transaction Parties;

"**Master Framework Agreement**" means the agreement so named to be entered into on or about the Closing Date by and between the Transaction Parties;

"**Material Adverse Effect**" means, as the context may require:

(a) a material adverse effect on the validity or enforceability of any of the Transaction Documents; or

(b) in respect of a Transaction Party, a material adverse effect on:

  (i) the business, operations, assets property, condition (financial or otherwise) or prospects of such Transaction Party;

  (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;

(c) in the context of the Assigned Rights, a material adverse effect on the interests of the Issuer or the Common Representative in the Transaction Assets;

"**Material Term**" means, in respect of any Receivables Contract, any provision thereof on the date on which the Receivable is assigned to the Issuer relating to: (i) the maturity date and/or amortisation profile of the Receivables Contract, (ii) the spread over the index used to determine the rate of interest thereunder or the fixed rate of interest, (iii) the currency of such Receivable, (iv) the compliance of such Receivable with the Eligibility Criteria, or (v) the index used to determine the interest rate;

"**Mazars**" means Mazars & Associados, Sociedade de Revisores Oficiais de Contas S.A.;

"**Meeting**" means a meeting of Noteholders of any Class or Classes (whether originally convened or resumed following an adjournment);

"**MiFID II**" means Directive 2014/65/EU of the European Parliament and of the Council, of 15 May 2014;

"**Minimum Rating**" means, in respect of any entity other than the Originator:

(a) in the case of Fitch, a long-term Deposit Rating of "A-" or a short term Deposit Rating of "F1" (when available), and if not, a long and/or short-term (as applicable) Issuer default rating of "A-" or "F1";

(b) in the case of Moody's, a long-term deposit rating of A2; or

(c) such other ratings as may be agreed between Fitch and Moody's from time to time as is consistent with the then current rating of the Rated Notes;

"**Modification Certificate**" means the certificate to be provided by the Servicer (on its behalf and/or on behalf of the relevant Transaction Party, as the case may be) pursuant to Condition 14.2 (*Additional Right of Modification*), paragraph g);

"**Monthly Portfolio Information Report**" means a report so named to be prepared by the Servicer under Paragraph 23 (*Monthly Portfolio Information Report*) of Part 8 (*Provision of Information*) of Schedule 1 (*Services to be provided by the Servicer*) to the Receivables Servicing Agreement;

"**Monthly Servicer's Report**" means a report so named to be prepared by the Servicer under Paragraph 22 (*Monthly Servicer's Report*) of Part 8 (*Provision of Information*) of Schedule 1 (*Services to be provided by the Servicer*) to the Receivables Servicing Agreement;

"**Moody's**" means Moody's Investors Service Limited;

"**Most Senior Class**" means the Class A Notes, whilst they remain outstanding and, thereafter, the Class B Notes, whilst they remain outstanding and, thereafter, the Class C Notes whilst they remain outstanding, and, thereafter, the Class D Notes, whilst they remain outstanding, and, thereafter, the Class E Notes, whilst they remain outstanding, and, thereafter the VFN whilst it remains outstanding and, thereafter, the Class X Notes whilst they remain outstanding;

"**Non-Defaulted Receivable**" means, at any time, any Receivable which is not a Defaulted Receivable;

"**Note Principal Payment**" means any payment made or to be made by the Issuer in accordance with Conditions 7.2 (*Mandatory Redemption in Part during the Revolving Period*), 7.3 (*Mandatory Redemption in Part after the Revolving Period*), 7.4 (*Mandatory Redemption in Part after a Subordination Event*), 7.5 (*Mandatory Redemption in Part of the Class X Notes and the Class E Notes*) and 7.6 (*Mandatory Redemption in Part of the VFN*);

"**Note Rate**" means, for each Interest Period and subject to a floor of 0% (zero per cent.):

(a) the Euro Reference Rate determined as at the immediately preceding Interest Determination Date plus, in relation to the Class A Notes, a margin of 0.75% (zero point seventy-five per cent.), in relation to the Class B Notes, a margin of 2.00% (two per cent.) and, in relation to the Class C Notes, a margin of 3.00% (three per cent.);

(b) in respect of the Class D Notes, the rate of interest corresponding to an annual fixed rate of 7.25% (seven point twenty-five per cent.); and

(c) in respect of the Class E Notes, the rate of interest corresponding to an annual fixed rate of 8.00% (eight per cent.);

"**Notes**" means, upon the relevant issue, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the VFN and the Class X Notes;

"**Notes Purchaser**" means Santander Consumer Portugal;

"**Notification Event**" means, as set out in Part A (*Notification Events*) to Schedule 4 (*Notification Events*) of the Receivables Sale Agreement:

(a) the delivery by the Common Representative to the Issuer of an Enforcement Notice in accordance with the Conditions;

(b) the occurrence of an Insolvency Event in respect of the Originator;

(c) the occurrence of a severe deterioration in the credit quality standard of the Originator where, if so determined by the Originator, as at any date, its CET1 Ratio falls below 5% (five per cent.) and it is not remedied within 6 (six) calendar months;

(d) a material breach of contractual obligations by the Originator where such breach remains unremedied for a period of 60 (sixty) calendar days following the Originator becoming aware of such breach;

(e) the termination of the appointment of Santander Consumer Portugal as Servicer in accordance with the terms of the Receivables Servicing Agreement; and/or

(f) the Originator being required under the laws of Portugal to deliver a Notification Event Notice,

provided that for (c) and (d) the Issuer may request and rely upon a noteholders' resolution by the Noteholders of the Most Senior Class of Notes then outstanding deciding if a certain event qualifies as the occurrence of (c) or (d) for the purpose of corresponding to a Notification Event;

"**Notification Event Notice**" means a notice substantially in the form set out in Part B (*Form of Notification Event Notice*) to Schedule 4 (*Notification Events*) of the Receivables Sale Agreement;

"**Obligor**" means, in relation to a Receivables Contract and the relevant Receivable, the individuals, corporates and other entities who are party to such contract and obliged to make one or more payments in respect of such Receivables or any guarantor of such individual, corporate or entity and "**Obligors**" means all of them;

"**OECD**" means the Organisation for Economic Co-operation and Development;

"**Offer**" means an offer made by the Originator to the Issuer to assign an Additional Receivables Portfolio substantially in the form set out in Schedule 8 (*Form of Offer*) of the Receivables Sale Agreement;

"**Originator**" means Santander Consumer Portugal;

"**Originator's Representations and Warranties**" means all statements made by the Originator in Schedule 2 (*Originator's Representations and Warranties*) to the Receivables Sale Agreement, and "**Originator's Representation and Warranty**" means any of them;

"**Paying Agency Agreement**" means the agreement so named dated on or about the Closing Date between the Issuer, the Agents, the Common Representative and the Transaction Manager;

"**Paying Agent**" means Deutsche Bank AG, Sucursal em Portugal, as paying agent in respect of the Notes under the Paying Agency Agreement, together with any successor or additional paying agent appointed from time to time in connection with the Notes;

"**Payment Account**" means the account opened in the name of the Issuer with the Accounts Bank (or such other bank to which the Payment Account may be transferred) into which Collections are transferred by the Servicer;

"**Payment Priorities**" means the Pre-Enforcement Interest Payment Priorities, the Pre-Enforcement Principal Payment Priorities and the Post-Enforcement Payment Priorities, as the case may be;

"**PCS**" means Prime Collateralised Securities (PCS) EU sas;

"**PCS Website**" means <https://www.pcsmarket.org/sts-verification-transactions/>;

"**Portfolio Determination Dates**" means the Initial Portfolio Determination Date and each Additional Portfolio Determination Date;

“**Portuguese Civil Code**” means Decree-Law no. 47344/66 of 25 November 1966, as amended from time to time;

“**Portuguese Companies Code**” means Decree-Law no. 262/86 of 2 September 1986, as amended;

“**Portuguese Constitution**” means the Constitution of the Portuguese Republic of 1976, as amended;

“**Portuguese CRS Law**” means Decree-Law no. 64/2016, of 11 October, as amended by Law no. 98/2017 of 24 August and, more recently, by Law no. 17/2019 of 14 February;

“**Portuguese Securities Code**” means Decree-Law no. 486/99, of 13 November, republished by Law no. 35/2018, as amended, more recently, by Decree-Law no. 144/2019, of 23 September;

“**Post-Enforcement Available Distribution Amount**” means the sum of (a) the Available Interest Distribution Amount, (b) the Available Principal Distribution Amount and (without double-counting) (c) any amounts obtained from the liquidation of the remaining Receivables or any other Transaction Assets;

“**Post-Enforcement Payment Priorities**” means the provisions relating to the order of payment priorities set out in Paragraph 15 (*Payments from Payment Account – Post-Enforcement Payment Priorities*) to Schedule 1 (*Duties and Obligations of Transaction Manager*) of the Transaction Management Agreement;

“**Potential Event of Default**” means any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination thereof) an Event of Default;

“**Pre-Enforcement Interest Payment Priorities**” means the provisions relating to the order of payment priorities set out in Paragraph 13 (*Payments from Payment Account on an Interest Payment Date - Pre-Enforcement Interest Payment Priorities*) to Schedule 1 (*Duties and Obligations of Transaction Manager*) of the Transaction Management Agreement;

“**Pre-Enforcement Payment Priorities**” means the Pre-Enforcement Interest Payment Priorities and the Pre-Enforcement Principal Payment Priorities, as the case may be;

“**Pre-Enforcement Principal Payment Priorities**” means the provisions relating to the order of payment priorities set out in Paragraph 14 (*Payments from Payment Account on an Interest Payment Date - Pre-Enforcement Principal Payment Priorities*) to Schedule 1 (*Duties and Obligations of Transaction Manager*) of the Transaction Management Agreement;

“**PRIIPs Regulation**” means Regulation (EU) no. 1286/2014 of the European Parliament and of the Council, of 26 November 2014, as amended;

“**Principal Amount Outstanding**” means, on any day:

(a) in relation to a Note, at any time the principal amount of that Note as at the Closing Date less the aggregate amount of the principal payments made on such Note up to (and including) that day; and

(b) in relation to a Class, the aggregate of the amount in (a) in respect of all Notes outstanding in such Class;

“**Principal Collections Proceeds**” means, in respect of any Business Day, the portion of the aggregate amount that stands to the credit of the Proceeds Account that relates to the Principal Component of the Receivable;

“**Principal Component**” means:

(i) all cash collections and other cash proceeds of any Receivable in respect of principal collected or to be collected thereunder from the relevant Portfolio Determination Date, including repayments and prepayments of principal thereunder and similar charges allocated to principal (other than such amounts as are referred to in the definition of Interest Component and other than Collections with respect to a Receivable that relate to principal where, and to the extent of, a debit entry recorded on the Principal Deficiency Ledgers with respect to such Receivable); and

(ii) all Repurchase Proceeds allocated to principal;

"**Principal Deficiency**" means, in relation to an Interest Payment Date, the Deemed Principal Losses that have occurred in the Calculation Period immediately preceding such Interest Payment Date;

"**Principal Deficiency Ledgers**" means the Class A Principal Deficiency Ledger, the Class B Principal Deficiency Ledger, the Class C Principal Deficiency Ledger and the Class D Principal Deficiency Ledger;

"**Principal Outstanding Balance**" means, in relation to any Receivable and on any date, the aggregate of:

(a) the principal amount advanced to the Obligor; plus

(b) any other disbursement, legal expense, fee, charge or premium capitalised; less

(c) any repayments of the above amounts,

but, in respect of each Defaulted Receivable, the Principal Outstanding Balance of such Receivable will be €0 (zero euros);

"**Principal Retention**" means, on any given Interest Payment Date during the Revolving Period, an amount up to a maximum of 5% (five per cent.) of (1) the Aggregate Principal Outstanding Balance of the Initial Receivables Portfolio less (2) the aggregate amount of the principal payments made on the Class A Notes, Class B Notes, Class C Notes and Class D Notes since the Closing Date up to (and excluding) such Interest Payment Date;

"**Principal Target Amortisation Amount**" means an amount equal to the lesser of the following amounts:

(i) on the Calculation Date immediately preceding the relevant Interest Payment Date:

(a) the aggregate Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes on such Calculation Date, plus

(b) the Principal Amount Outstanding of the Class E Notes as at the Closing Date; minus

(c) the Reserve Account Required Balance as of the relevant Interest Payment Date, minus

(d) the Principal Outstanding Balance of the Non-Defaulted Receivables on such Calculation Date; and

(ii) the Available Principal Distribution Amount, following the payment of item *first* of the Pre-Enforcement Principal Payment Priorities;

"**Pro-Rata Amortisation Ratio**" means, in respect of each of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, the percentage that results from the following ratio, calculated for each Interest Period using the balances before the application of the Pre-Enforcement Principal Payment Priorities:

(a) If, after the application of the Pre-Enforcement Interest Payment Priorities, the balance of the Class D Principal Deficiency Ledger is equal to €0 (zero euros):

(i) for each of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, the Principal Amount Outstanding of the relevant Class of Notes as of the relevant Interest Payment Date, divided by the sum of the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes as of the relevant Interest Payment Date;

(b) If, after the application of the Pre-Enforcement Interest Payment Priorities, the balance of the Class C Principal Deficiency Ledger is equal to €0 (zero euros) and the balance of the Class D Principal Deficiency Ledger is higher than €0 (zero euros):

(i) for each of the Class A Notes, the Class B Notes and the Class C Notes, the Principal Amount Outstanding of the relevant Class of Notes as of the relevant Interest Payment Date, divided by the sum of the Principal Amount Outstanding of the Class A Notes, the Class B Notes and the Class C Notes as of the relevant Interest Payment Date; and

(ii) for the Class D Notes, 0% (zero per cent.);

(c) If, after the application of the Pre-Enforcement Interest Payment Priorities, the balance of the Class B Principal Deficiency Ledger is equal to €0 (zero euros) and the balance of the Class C Principal Deficiency Ledger is higher than €0 (zero euros):

(i) for each of the Class A Notes and the Class B Notes, the Principal Amount Outstanding of the relevant Class of Notes as of the relevant Interest Payment Date, divided by the sum of the Principal Amount Outstanding of the Class A Notes and the Class B Notes as of the relevant Interest Payment Date; and

(ii) for each of the Class C Notes and the Class D Notes, 0% (zero per cent.);

(d) If, after the application of the Pre-Enforcement Interest Payment Priorities, the balance of the Class A Principal Deficiency Ledger is equal to €0 (zero euros) and the balance of the Class B Principal Deficiency Ledger is higher than €0 (zero euros):

(i) for the Class A Notes, 100% (one hundred per cent.); and

(ii) for each of the Class B Notes, the Class C Notes and the Class D Notes, 0% (zero per cent.),

provided that, in any case, if the balance of the Principal Deficiency Ledger of the Most Senior Class of Notes then outstanding is higher than €0 (zero euros), the Pro-Rata Amortisation Ratio of the Most Senior Class of Notes then outstanding shall be 100% (one hundred per cent.);

"**Pro-Rata Amortisation Ratio Amount**" means, in respect of each of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, an amount equal to the Principal Target Amortisation Amount (as of the Calculation Date immediately preceding the relevant Interest Payment Date) multiplied by the Pro-Rata Amortisation Ratio calculated in respect of the relevant Class of Notes;

"**Proceeds Account**" means the account or accounts held by the Originator at the Proceeds Account Bank into which the Servicer will procure that all Collections received from the Obligors will be paid or, with the prior written consent of the Issuer, such other account or accounts as may for the time being be in addition thereto or substituted therefore and designated as a Proceeds Account;

"**Proceeds Account Bank**" means Banco Santander Totta, S.A.;

"**Prospectus**" means this Prospectus dated 21 July 2020 prepared by the Issuer in connection with the issue of the Notes and the listing of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes;

"**Prospectus Delegated Regulation**" means 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;

"**Prospectus Regulation**" 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;

"**Provisions for Meetings of Noteholders**" means the provisions contained in Schedule 2 (*Provisions for Meetings of Noteholders*) of the Common Representative Appointment Agreement;

"**Prudent Lender**" means a reasonably prudent lender;

"**PwC**" means PricewaterhouseCoopers & Associados – Sociedade de Revisores Oficiais de Contas, Lda.**;**

"**Quarterly Investor Report**" means a report so named to be prepared by the Transaction Manager under Paragraph 23 (*Quarterly Investor Report*) to Schedule 1 (*Duties and Obligations of Transaction Manager*) of the Transaction Management Agreement;

"**Quarterly Servicer's Report**" means a report so named to be prepared by the Servicer under Paragraph 22 (*Quarterly Servicer's Report*) of Part 8 (*Provision of Information*) to Schedule 1 (*Services to be provided by the Servicer*) of the Receivables Servicing Agreement and containing, *inter alia*, information as to the Receivables and Collections relating to the Calculation Period which ended immediately prior to such report;

"**Rated Notes**" means the Class A Notes, the Class B Notes and the Class C Notes;

"**Rating Agencies**" means Fitch and Moody's;

"**Receivable**" means any and all rights, title and claims of the Originator against an Obligor arising under or in connection with a Receivables Contract (including interest, principal and any recovery proceeds and any other monetary obligations of the Obligor in respect of the Receivables Contracts, together with any amounts of insurance premia and/or initial expenses which have been financed by the Originator to the relevant Obligor in relation to the relevant Receivables Contract, which have been added to the outstanding balance under the relevant Receivables Contract), sold and assigned by the Originator to the Issuer under the Receivables Sale Agreement;

"**Receivables Contract**" means an auto loan contract or agreement which has been entered into by and between the Originator and a relevant Obligor in relation to a Receivable;

"**Receivables Portfolio**" means the Initial Receivables Portfolio, the Additional Receivables Portfolio(s) and the Substitute Receivables (if any);

"**Receivables Records**" means, in respect of any Receivables and its Related Security, the original and/or copies of all contracts, other documents, books, records and other information maintained by the Originator and/or the Servicer with respect to such Receivable and the related Obligor, including, without limitation, the relevant Receivables Contract and all correspondence with the relevant Obligor;

"**Receivables Sale Agreement**" means the agreement so named to be entered into on or about the Closing Date by and between the Originator and the Issuer;

"**Receivables Servicing Agreement**" means the agreement so named to be entered into on or about the Closing Date by and between the Issuer and the Servicer;

"**Receivables Warranty**" means each statement of the Originator contained in Part C (*Receivables*

Warranties) to Schedule 2 (*Originator's Representations and Warranties*) of the Receivables Sale Agreement and "**Receivables Warranties**" means all of those statements;

"**Reference Banks**" means four leading banks active in the Eurozone Interbank Market selected by the Agent Bank after consultation with the Issuer from time to time;

"**Regulatory Change Event**" means the occurrence of any of the following:

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

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

which, in either case, results in, or would in the reasonable opinion of the Originator result in, a material adverse change in the rate of return on capital of the Originator or materially increasing the cost or materially reducing the benefit for the Originator of the Transaction;

"**Related Security**" means, with respect to a Receivable:

(a) all ownership interests, liens, security interests, retention of title (*reserva de propriedade), mortgages over vehicles (hipotecas sobre veículos automoveis),* charges or encumbrances, or other rights or claims, of the Originator on any property from time to time (including, but not limited to, the Assets), if any, purporting to secure payment of such Receivable, whether pursuant to the Receivables Contracts related to such Receivable or otherwise, together with all financing statements signed by the Obligor describing any collateral security securing such Receivables;

(b) all guarantees, any and all credit rights of the Originator arising from Insurance Policies, promissory notes (*livranças*) and other agreements or arrangements of whatever character from time to time supporting or securing payment of such Receivable whether pursuant to the Receivables Contracts related to such Receivable or otherwise;

(c) all contracts, other documents, books, records and other information (including, without limitation, computer programmes, tapes, discs, data processing software and related property and rights) maintained by the Originator and the Servicer with respect to such Receivable and the related Obligors for such Receivable;

(d) all proceeds at any time howsoever arising out of the resale, redemption or other disposal of (net of collection costs), or dealing with, or judgements relating to, any of the foregoing, any debts represented thereby, and all rights of action against any person in connection therewith; and

(e) if the Originator retains ownership of any Asset or acquires or accedes to ownership of any asset of the relevant Obligor as a means of securing payments due in respect of the relevant Receivables, the right to acquire all rights and benefits of the Originator thereto, including any proceeds arising upon a sale or disposal of the relevant Asset, up to an amount equal to all due but unpaid Receivables to such Asset;

"**Relevant Date**" means, in respect of any Notes, the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date 7 (seven) calendar days after the date on which notice is duly given to the Noteholders in accordance with Condition 17 (*Notices*) that, upon further presentation of the Notes being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation;

"**Relevant Period**" means, in relation to an Interest Determination Date, the length in months of the related Interest Period;

"**Reporting Date**" means 1 (one) Business Day after each Interest Payment Date;

"**Reporting Technical Standards Effective Date**" means the date (notified to the Servicer (unless the Designated Reporting Entity is also the Servicer), the Transaction Manager and the Issuer by the Designated Reporting Entity (or its advisers on its behalf) under the relevant SR Reporting Notification) on which the relevant ESMA Disclosure Templates or applicable RTS come into effect;

"**Reporting Website**" means the European DataWarehouse website at https://editor.eurodw.eu/ (or any alternative website which conforms to the requirements set out in Article 7(2) of the Securitisation Regulation);

"**Repurchase Price**" means:

(a) in respect of any Receivable other than a Defaulted Receivable, an amount equal to the aggregate of:

  (i) its Principal Outstanding Balance as at the date of the re-assignment of such Receivable plus accrued interest outstanding as at the date of the re-assignment;

  (ii) an amount equal to all other amounts due in respect of the relevant Receivable and its related Receivables Contract; and

  (iii) the costs and expenses of the Issuer properly incurred in relation to such repurchase,

  or, as applicable, the aggregate of the foregoing amounts which would have subsisted but for the breach of the relevant Receivables Warranty minus an amount equal to any interest not yet accrued but paid in advance to the Issuer (which amount paid in advance the Issuer shall keep); For the avoidance of doubt, consideration payable for the repurchase of any Receivable as a result of a breach of the relevant Receivables Warranty will be considered under limb (a) of this definition;

(b) in respect of any Defaulted Receivable, its principal balance, accrued interest and fees due on the immediately preceding Calculation Date minus an amount equal to any IFRS 9 provisioned amount for such Receivable at the immediately preceding Calculation Date;

"**Repurchase Proceeds**" means such amounts as are due to the Issuer pursuant to the re-assignment or assignment of certain Receivables by the Issuer to the Originator or to a Third-Party Purchaser pursuant to the Receivables Sale Agreement;

"**Reserve Account**" means the account opened in the name of the Issuer with the Accounts Bank (or such other bank to which such account may be transferred) into which an amount equal to the Reserve Amount and the the proceeds of the VFN will be credited on the Closing Date;

"**Reserve Account Required Balance**" means:

(a) as at the Closing Date and up to the Interest Payment Date falling 36 (thirty-six) months from the Closing Date, the Reserve Amount;

(b) on each Interest Payment Date falling on or after 36 (thirty-six) months from the Closing Date, the higher of the following amounts:

(i) 1.1% (one point one per cent.) of the Aggregate Principal Outstanding Balance of the Non-Defaulted Receivables on the Calculation Date immediately prior to the relevant Interest Payment Date; and

(ii) 0.25% (zero point twenty-five per cent). of the Aggregate Principal Outstanding Balance of the Initial Receivables as at the Initial Portfolio Determination Date,

provided that the Reserve Account Required Balance shall not decrease if on the preceding Interest Payment Date, the balance in the Reserve Account did not reach the Reserve Account Required Balance;

(c) zero following the earliest of:

(i) repayment in full of interest and principal due in respect of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes;

(ii) the Interest Payment Date on which the Aggregate Principal Outstanding Balance of the Receivables is €0 (zero euros), but the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes have not been redeemed in full; and

(iii) the Final Legal Maturity Date;

"**Reserve Amount**" means an amount equal to €6,600,000 (six million, six hundred thousand euros) that is equivalent to 1.1% (one point one per cent.) of the Aggregate Principal Outstanding Balance of the Initial Receivables on the Initial Portfolio Determination Date be paid on the Closing Date into the Reserve Account (to be funded from the proceeds of the issue of the Class E Notes);

"**Reserved Matter**" means any proposal:

(a) to amend the Conditions such that the position of the Noteholders as creditors will be changed, notably to change any date fixed for payment of principal or interest (or the Class X Distribution Amount) in respect of the Notes of any Class, to reduce the amount of principal or interest (or the Class X Distribution Amount) due on any date in respect of the Notes of any Class or to alter the method of calculating the amount of any payment in respect of the Notes of any Class on redemption or maturity;

(b) to the extent that it is legally admissible, to effect the exchange, conversion or substitution of the Notes, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed;

(c) to change the currency in which amounts due in respect of the Notes are payable;

(d) to alter the payment priorities of interest (or the Class X Distribution Amount) or principal in respect of the Notes;

(e) to amend the Conditions such that the Noteholders will be burdened with additional costs;

(f) to amend the Conditions, otherwise than under subparagraph (e) and excluding any amendments under Condition 14.2;

(g) to determine the Common Representative's remuneration;

(h) to appoint or remove the Common Representative; or

(i) to amend this definition;

"**Resolution**" means a resolution passed at a Meeting duly convened and held in accordance with the quorums of the Provisions for Meetings of Noteholders;

"**Retired Receivable**" means a Receivable included in the Receivables Portfolio which, within the limits from time to time authorised under the Securitisation Law and in accordance with the terms of the Receivables Sale Agreement and Receivables Servicing Agreement, ceases to be owned by the Issuer following the acquisition thereof by the Originator or any Third-Party Purchaser;

"**Revolving Period**" means the period commencing on (and excluding) the Closing Date and ending on the earlier of (i) (and including) the Interest Payment Date falling on 25 May 2022, and (ii) (but excluding) the date on which a Revolving Period Termination Event occurs;

"**Revolving Period Principal Target Amortisation Amount**" means an amount equal to the lesser of the following amounts:

(i) on the Calculation Date immediately preceding the relevant Interest Payment Date:

  (a) the aggregate Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes on such Calculation Date, plus

  (b) the Principal Amount Outstanding of the Class E Notes as at the Closing Date, minus

  (c) the Reserve Account Required Balance as of the relevant Interest Payment Date, minus

  (d) the Principal Outstanding Balance of the Non-Defaulted Receivables on such Calculation Date; and

(ii) the Available Principal Distribution Amount, following the payment of item *first* of the Pre-Enforcement Principal Payment Priorities;

"**Revolving Period Termination Event"** means, on any date during the Revolving Period, one or more of the following events occurring:

(a) a Subordination Event;

(b) the Principal Deficiency Ledgers not being completely reduced to zero on the immediately following Interest Payment Date;

(c) tax regulations are amended in such a way that the sale and assignment of Additional Receivables proves to be excessively onerous to the Originator;

(d) the audit reports on the Originator's annual accounts show qualifications, which could affect the Additional Receivables;

(e) the Originator ceases to perform or is replaced as the Servicer, or it fails to comply with any of its material obligations under the Transaction Documents or the Prospectus;

(f) if the Lending Criteria or the Credit and Collection Policies are materially modified, except if permitted under the terms of the Receivables Sale Agreement or the Receivables Servicing Agreement; and

(a) on any two consecutive Interest Payment Dates, the aggregate Principal Outstanding Balance of the Receivables as at the Calculation Date immediately preceding the relevant Interest Payment Date plus the aggregate Principal Outstanding Balance of the Additional Receivables purchased at the relevant Interest Payment Date is lower than 30% (thirty per cent.) of the aggregate Principal Outstanding Balance of the Initial Receivables as at the Closing Date;

"**RGICSF**" means the Portuguese Legal Framework of Credit Institutions and Financial Companies established by Decree-Law no. 298/92, of 31 December, as amended from time to time;

"**Risk Retention U.S. Persons**" has the meaning given to it in the U.S. Risk Retention Rules;

"**Rounded Arithmetic Mean**" means the arithmetic mean (rounded, if necessary, to the nearest 0.0001, 0.00005 being rounded upwards);

"**RTS**" means the ESMA regulatory technical standards under the Securitisation Regulation relating to the Designated Reporting Entity's obligations pursuant to Article 7(1)(e) of the Securitisation Regulation;

"**Santander Consumer Finance**" means Santander Consumer Finance S.A.;

"**Santander Consumer Portugal**" means Banco Santander Consumer Portugal, S.A.;

"**Santander Consumer Portugal Information**" means the information in this Prospectus relating to Santander Consumer Portugal in its capacities as Originator and Servicer, the description of its rights and obligations in respect of, and all information relating to, the Receivables, the Receivables Sale Agreement, the Receivables Servicing Agreement and all information relating to the Receivables Portfolio, in the sections of this Prospectus headed "***Characteristics of the Receivables***", "***Originator's Standard Business Practices, Servicing and Credit Assessment***" and "***Business of Santander Consumer Portugal***" and over which Santander Consumer Portugal accepts responsibility;

"**SCF Group**" means Santander Consumer Finance and its subsidiaries and affiliates;

"**Screen**" means, the display as quoted on Reuters Screen EURIBOR1 Page; or

(a) such other page as may replace Reuters Screen EURIBOR1 Page on that service for the purpose of displaying such information; or

(b) if that service ceases to display such information, such page as displays such information on such service (or, if more than one, that one previously approved in writing by the Common Representative) as may replace such services;

"**Securities Act**" means the United States Securities Act of 1933, as amended;

"**Securitisation Law**" means Decree-Law no. 453/99 of 5 November, as amended by Decree-Law no. 82/2002 of 5 April, by Decree-Law no. 303/2003 of 5 December, by Decree-Law no. 52/2006 of 15 March, by Decree-Law no. 211-A/2008 of 3 November, amended and restated by Law no. 69/2019 of 28 August and amended by Decree-Law no. 144/2019, of 23 September;

"**Securitisation Regulation**" 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, and its relevant technical standards;

"**Securitisation Regulation Reports**" means the Loan-Level Report together with the Investor Report;

"**Securitisation Tax Law**" means the Portuguese tax legal framework enacted in Portugal on 4 August 2001 through Decree-Law no. 219/2001, of 4 August, as amended by Law no. 109-B/2001, of 27 December, Decree-Law no. 303/2003, of 5 December, Law no. 107-B/2003, of 31 December and Law no. 53-A/2006, of 29 December;

"**Servicer**" means Santander Consumer Portugal in its capacity as servicer pursuant to the Receivables Servicing Agreement, or its successors in title or assignees, in case it ceases to be the Servicer, any successor servicer;

"**Servicer Event**" means any of the events described under Clause 20 (*Servicer Events*) of Section F (*Termination of Servicer's Appointment*) of the Receivables Servicing Agreement;

"**Servicer Event Notice**" means a notice delivered by the Issuer to the Servicer immediately or at any time after the occurrence of a Servicer Event pursuant to Clause 20 (*Servicer Events*) of Section F (*Termination of Servicer's Appointment*) of the Receivables Servicing Agreement;

"**Servicer Records**" means the original and/or any certified copies of all documents and records, in whatever form or medium, relating to the Services, including all information maintained in electronic form (including computer tapes, files and discs) relating to the Services;

"**Servicer Resignation Date**" means the date specified in a Servicer Resignation Notice;

"**Servicer Resignation Notice**" means a notice delivered to the Issuer by the Servicer to terminate the Servicer's appointment pursuant to the Receivables Servicing Agreement;

"**Servicer Termination Date**" means the date specified in a Servicer Termination Notice (or such later date as may be notified by the Issuer prior to the expiry of such date);

"**Servicer Termination Notice**" means a notice to the Servicer by the Issuer in accordance with the terms of Clause 23 (*Termination on delivery of Servicer Termination Notice*) of the Receivables Servicing Agreement;

"**Servicer's Operating Procedures**" means the Servicer's operating procedures as set out in Schedule 8 (*Servicer's Operating Procedures*) of the Receivables Servicing Agreement (as amended, varied or supplemented from time to time in accordance with the Receivables Servicing Agreement);

"**Services**" means (a) the services to be provided by the Transaction Manager pursuant to the Transaction Management Agreement, or (b) certain services which the Servicer must provide pursuant to the Receivables Servicing Agreement, as applicable;

"**Servicing Fee**" means any amounts payable by the Issuer to the Servicer as defined in the Receivables Servicing Agreement;

"**Shareholder**" means Deutsche Bank Aktiengesellschaft, as shareholder of the Issuer;

"**Solvency II Implementing Rules**" means Commission Delegated Regulation (EU) 2015/35, of 10 October 2014;

"**SR Reporting Notification**" means any notification made by the Designated Reporting Entity to the Servicer (unless the Designated Reporting Entity is also the Servicer), the Transaction Manager and the Issuer of (i) occurrence of the Reporting Technical Standards Effective Date; and/or (ii) any publication or amendments by ESMA or any relevant regulatory or competent authority to any applicable ESMA Disclosure Templates or applicable RTS;

"**SR Repository**" means the entity so named to be appointed by the Designated Reporting Entity and registered under Article 10 of the Securitisation Regulation;

"**SSPE**" means securitisation special purpose entities, entities capable of acquiring credits from originators for securitisation purposes;

"**Standardised Approach**" means the method of calculation applied by an institution for the calculation of risk-weighted exposure amounts for a securitisation position in accordance with chapter 2 of the CRR;

"**STC**" means securitisation company (*Sociedade de Titularização de Créditos*);

"**Strike Rate**" means 1% (one per cent.);

"**STS Assessment**" means, together with the STS Verification, the verification of compliance of the Notes with the relevant provisions of Article 243 and Article 270 of the CRR;

"**STS Criteria**" means the requirements set out in Articles 19 to 22 of the Securitisation Regulation;

"**STS Notification**" means the notification to be submitted to ESMA in accordance with Article 27 of the Securitisation Regulation, that the STS Criteria have been satisfied with respect to the Notes;

"**STS Securitisation**" means a securitisation transaction to be designated simple, transparent and standardised in accordance with the provisions of the Securitisation Regulation;

"**STS Verification**" means the assessment of the compliance of the Notes with the requirements of Articles 19 to 22 of the Securitisation Regulation to be verified by PCS as a verification agent authorised under Article 28 of the Securitisation Regulation;

"**Subordination Event**" means, in respect of any Calculation Date prior to the Final Legal Maturity Date or the early redemption of the Notes, the occurrence of any of the following:

(a) an Insolvency Event occurs in respect of the Originator; or

(b) the Cumulative Default Ratio, at the immediately preceding Calculation Date, is equal to or higher than:

  (i) up to (and including) the first Interest Payment Date: 0.6% (zero point six per cent.);

  (ii) from (and excluding) the first Interest Payment Date to (and including) the second Interest Payment Date: 0.9% (zero point nine per cent.);

  (iii) from (and excluding) the second Interest Payment Date to (and including) the third Interest Payment Date: 1.3% (one point three per cent.);

  (iv) from (and excluding) the third Interest Payment Date to (and including) the fourth Interest Payment Date: 1.5% (one point five per cent.);

  (v) from (and excluding) the fourth Interest Payment Date to (and including) the fifth Interest Payment Date: 1.8% (one point eight per cent.);

  (vi) from (and excluding) the fifth Interest Payment Date to (and including) the sixth Interest Payment Date: 2.5% (two point five per cent.);

  (vii) from (and excluding) the sixth Interest Payment Date to (and including) the seventh Interest Payment Date: 4.0% (four point zero per cent.);

  (viii) from (and excluding) the seventh Interest Payment Date onwards: 5.5% (five point five per cent.); or

(c) the Aggregate Principal Outstanding Balance of the Receivables arising from Receivables Contracts with the same Obligor, as at the immediately preceding Calculation Date, is equal to, or greater than 2% (two per cent.) of the Principal Outstanding Balance of the Receivables Portfolio; or

(d) the Originator defaults in the performance or observance of any of its obligations under any of the Transaction Documents to which it is a party (unless such default is remedied within 5 (five) Business Days); or

(e) a Servicer Event occurs; or

(f) a Ratings Event (as defined in the Cap Agreement) occurs and none of the remedies provided for in the Cap Agreement are put in place within the term required thereunder; or

(g) the Aggregate Principal Outstanding Balance of the Non-Defaulted Receivables, as at the immediately preceding Calculation Date, is less than 10% (ten per cent.) of the Aggregate Principal Outstanding Balance of the Initial Receivables as at the Initial Portfolio Determination Date;

"**Subscription Agreement**" means the agreement so named entered into between the Issuer, the Arranger, the Lead Manager and Santander Consumer Portugal, on or about the Closing Date;

"**Substitute Receivable**" means, in respect of a Retired Receivable, a Receivable which is substituted into the Receivables Portfolio to replace such Retired Receivable in accordance with the terms of the Receivables Sale Agreement and Receivables Servicing Agreement;

"**Substitute Receivables Determination Date**" means the date on which the Principal Outstanding Balance of the relevant Substitute Receivable was determined for the purpose of its substitution into the Receivables Portfolio;

"**Substitution Date**" means the date on which a Substitute Receivable is assigned by the Originator to the Issuer under Clause 4.4 (Assignment of Substitute Receivables) of the Receivables Sale Agreement;

"**TARGET 2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007;

"**TARGET 2 Settlement Day**" means any day on which TARGET 2 is open for the settlement of payments in euro;

"**Tax**" shall be construed so as to include any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of Portugal or any sub-division of it or by any authority in it having power to tax, and "**Taxes**", "**taxation**", "**taxable**" and comparable expressions shall be construed accordingly;

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

"**Tax Change Event**" means any event in which the Issuer is or becomes at any time required by law to deduct or withhold, in respect of any payment under any of the Notes, current or future taxes, levies or governmental charges, regardless of their nature, which are imposed under any applicable system of law or in any country which claims fiscal jurisdiction by, or for the account of, any political subdivision thereof or government agency therein authorised to levy taxes;

"**Tax Deduction**" means any deduction or withholding on account of Tax;

"**Temporary Legal Moratorium**" means Decree-Law no. 10-J/2020 which establishes a temporary legal moratorium on certain financing agreements with a view to protect the liquidity of companies and families, as amended from time to time;

"**Temporary Moratoria**" means the Temporary Legal Moratorium and the ASFAC Private Moratorium and/or any additional and similar moratoria or payment holidays approved by law or granted by the Servicer on its own initiative acting diligently pursuant to the Receivables Servicing Agreement to tackle the pandemic caused by coronavirus SARS-CoV-2 and COVID-19, as applicable;

"**Third Party Expenses**" means any amounts due and payable by the Issuer to third parties (not being

Transaction Creditors) in respect of the Notes or the Transaction Documents, if such amounts have been so identified by the Issuer, including any liabilities payable in connection with:

(a) the purchase or disposal by the Issuer of the Notes;

(b) the purchase or disposal of any Authorised Investments;

(c) any filing or registration of any Transaction Documents;

(d) any law or any direction from a regulatory authority with whose directions the Issuer is accustomed to complying with;

(e) any legal or audit or other professional advisory fees (including without limitation Rating Agencies' fees);

(f) any directors' fees or emoluments;

(g) any advertising, publication, communication and printing expenses, including postage, telephone and telex charges;

(h) the admission to trading of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes to Euronext Lisbon and any expenses with the CVM in connection with the registration and maintenance of the Notes;

(i) any other amounts then due and payable to the Lead Manager, the Arranger, the Notes Purchaser or the Originator under or in connection with the Subscription Agreement and named as Issuer Expenses therein and not otherwise covered by the definition of Issuer Expenses; and

(j) any other amounts then due and payable to third parties and incurred without breach by the Issuer of the provisions of the Transaction Documents, including any costs for the replacement of Transaction Parties (where the relevant costs are not agreed to be borne by the relevant retiring or successor transaction party);

"**Third-Party Purchaser**" means a party indicated by the Originator to repurchase a Receivable under Clause 11 (*Breach of Receivables Warranties*) or Clause 12 (*Re-assignment*) of the Receivables Sale Agreement;

"**Transaction**" means the securitisation transaction envisaged under this Prospectus;

"**Transaction Accounts**" means the Payment Account and the Reserve Account opened in the name of the Issuer with the Accounts Bank, or such other accounts as may, with the prior written consent of the Common Representative, be designated as such accounts;

"**Transaction Assets**" means the specific pool of assets (*património autónomo*) of the Issuer which collateralises the Issuer Obligations, including the Receivables, the Related Security, the Collections, the Transaction Accounts, the Issuer's rights in respect of the Transaction Documents and any other right and/or benefit either contractual or statutory relating thereto purchased or received by the Issuer in connection with the Notes;

"**Transaction Creditors**" means the Common Representative (in its capacity as creditor of the Issuer), the Noteholders, the Agent Bank, the Paying Agent, the Transaction Manager, the Accounts Bank, the Servicer and the Back-Up Servicer Facilitator;

"**Transaction Documents**" means the Receivables Sale Agreement, the Receivables Servicing Agreement, the Master Framework Agreement, the Prospectus, the Subscription Agreement, the Common Representative Appointment Agreement, the Notes, the Conditions, the Transaction Management

Agreement, the Paying Agency Agreement, the Accounts Agreement, the Co-ordination Agreement, the Master Execution Agreement, the Cap Agreement and any other agreement or document entered into from time to time by the Issuer pursuant thereto;

"**Transaction Management Agreement**" means the agreement so named to be entered into on or about the Closing Date by and between the Issuer, the Transaction Manager and the Common Representative;

"**Transaction Manager**" means U.S. Bank Global Corporate Trust Limited, in its capacity as transaction manager in accordance with the terms of the Transaction Management Agreement, or its successors in title or assignees or any replacement transaction manager appointed from time to time;

"**Transaction Manager Event**" means any of the events specified in Clause 12 (*Transaction Manager Event*) of the Transaction Management Agreement;

"**Transaction Manager Event Notice**" means a notice to the Transaction Manager from the Issuer or the Common Representative advising the Transaction Manager of the occurrence of a Transaction Manager Event;

"**Transaction Manager Records**" means the original and/or any copies of all documents and records, in whatever form or medium, relating to the Services, including all computer tapes, files and discs relating to the Services;

"**Transaction Manager Termination Date**" means the date specified in a Transaction Manager Termination Notice (or such later date as may be notified by the Issuer or the Common Representative (as applicable) prior to the expiry of such date) pursuant to Clause 16 (*Termination on Delivery of Transaction Manager Termination Notice*) of the Transaction Management Agreement or in a notice delivered pursuant to Clause 14 (*Termination of Appointment by Consent*) of the Transaction Management Agreement;

"**Transaction Manager Termination Notice**" means a notice to the Transaction Manager from the Issuer or the Common Representative delivered in accordance with the terms of Clause 16 (*Termination on Delivery of Transaction Manager Termination Notice*) of the Transaction Management Agreement;

"**Transaction Parties**" means all of the parties to the Transaction Documents, and "**Transaction Party**" means any one of them;

"**Treaty**" has the meaning given to it in this Prospectus;

"**UK**" means the United Kingdom;

"**U.S. Risk Retention Rules**" means the Final Rules promulgated under section 15G of the U.S. Exchange Act of 1934, as amended;

"**VAT**" means value added tax provided for in the Portuguese Value Added Tax Code approved by Decree-Law no. 394-B/84, of 26 December, as amended from time to time, and any other tax of a similar fiscal nature whether imposed in the Portuguese Republic (instead of or in addition to value added tax) or elsewhere from time to time;

"**VFN**" means the €1 Variable Funding Note due 2035 issued on the Closing Date and subject to increases in its nominal amount in accordance with the Subscription Agreement;

"**VFN Repayment**" means the provisons relating to the repayment of the VFN set out in Paragraph 16 (*Payments from the Payment Account – Repayment of the VFN*) of the Transaction Management Agreement;

"**Volcker Rule**" means Section 619 of the Dodd-Frank Act together with its implementing regulations;

"**WA Margin**" means the weighted average margin of the floating rate loans as at the Initial Portfolio Determination Date;

"**Withdrawal Agreement**" means the withdrawal agreement in relation to Brexit entered into by the UK and the European Union on 17 October 2019;

"**Written Resolution**" means a resolution in writing signed by or on behalf of all Noteholders of the relevant Class who for the time being are entitled to receive notice of a Meeting in accordance with the Provisions for the Meetings of Noteholders, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of Notes.

TAXATION

The following is a summary of the current Portuguese withholding tax treatment at the date hereof in relation to certain aspects of the Portuguese taxation of payments of principal and interest in respect of, and transfers of, the Notes. The statements do not deal with other Portuguese tax aspects regarding the Notes and relate only to the position of persons who are absolute beneficial owners of the Notes. The following is a general guide, does not constitute tax or legal advice and should be treated with appropriate caution. This summary is based upon the law as in effect on the date of this Prospectus and is subject to any change in law that may take effect after such date. Noteholders who may be liable to taxation in jurisdictions other than Portugal in respect of their acquisition, holding or disposal of the Notes are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions). In particular, Noteholders should be aware that they may be liable to taxation under the laws of Portugal and of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of Portugal.

The reference to "**interest**" and "**capital gains**" in the paragraphs below mean "**interest**" and "**capital gains**" as understood in Portuguese tax law. The statements below do not take any account of any different definitions of "**interest**" or "**capital gains**" which may prevail under any other law or which may be created by the Conditions or any related documentation.

The Transaction qualifies as a securitisation transaction (*operação de titularização de créditos*) for the purposes of the Securitisation Law. Portuguese tax-related issues for transactions which qualify as securitisation transactions under the Securitisation Law are generally governed by Decree-Law no. 219/2001, of 4 August, as amended by Law no. 109-B/2001, of 27 December, by Decree-Law no. 303/2003, of 5 December, by Law no. 107-B/2003, of 31 December, and by Law no. 53-A/2006, of 29 December (the "**Securitisation Tax Law**"). Under Article 4(1) of Securitisation Tax Law and further to the confirmation by the Portuguese Tax Authorities pursuant to Circular no. 4/2014 and the Order issued by the Secretary of State for Tax Affairs, dated July 14, 2014, in connection with tax ruling no. 7949/2014 disclosed by tax authorities, the tax regime applicable on debt securities in general, foreseen in Decree-law no. 193/2005, of 7 November, also applies on income generated by the holding or the transfer of notes issued under the securitisation transactions.

Noteholders' Income Tax

Income generated by the holding (distributions) or transfer (capital gains) of the Notes is generally subject to the Portuguese tax regime established for debt securities (*obrigações*). Any payments of interest made in respect of the Notes to Noteholders who are not Portuguese residents for tax purposes and do not have a permanent establishment in Portugal to which the income is attributable will be, as a rule, exempt from Portuguese income tax under Decree-Law no. 193/2005. Pursuant to Decree-law no. 193/2005, of 7 November, investment income paid, as well as capital gains derived from a sale or other disposition of the Notes, to non-Portuguese resident Noteholders will be exempt from Portuguese income tax provided the debt securities are integrated in (i) a centralised system for securities managed by an entity resident for tax purposes in Portugal, or (ii) an international clearing system operated by a managing entity established in a member state of the EU other than Portugal (e.g. Euroclear or Clearstream, Luxembourg) or in a European Economic Area Member State provided, in this case, that such State is bound to cooperate with Portugal under an administrative cooperation arrangement in tax matters similar to the exchange of information schemes in relation to tax matters existing within the EU Member States or (iii) integrated in other centralised systems not covered above provided that, in this last case, the Portuguese Government authorises the application of the Decree-law no. 193/2005, of 7 November, and the beneficiaries are:

a) central banks or governmental agencies; or

b) international bodies recognised by the Portuguese State; or

c) entities resident in countries or jurisdictions with whom Portugal has a double tax treaty in force or a tax information exchange agreement in force; or

d) other entities without headquarters, effective management or a permanent establishment in the Portuguese territory to which the relevant income is attributable and which are not domiciled in a blacklisted jurisdiction as set out in the Ministerial Order (*Portaria*) no. 150/2004, of 13 February, as amended from time to time.

For purposes of application at source of this tax exemption regime, Decree-law no. 193/2005, of 7 November requires completion of certain procedures aimed at verifying the non-resident status of the Noteholder and the provision of information to that effect. Accordingly, to benefit from this tax exemption regime, a Noteholder is required to hold the Notes through an account with one of the following entities:

a) a direct registered entity, which is the entity with which the debt securities accounts that are integrated in the centralised system are opened;

b) an indirect registered entity, which, although not assuming the role of the "direct registered entities", is a client of the latter; or

c) an international clearing system, which is an entity that proceeds, in the international market, to clear, settle or transfer securities which are integrated in centralised systems or in their own registration systems.

Domestic Cleared Notes – held through a direct registered entity

Direct registered entities are required to register the Noteholders in one of two accounts: (i) an exempt account or (ii) a non-exempt account. Registration in the exempt account is crucial for the tax exemption to apply upfront and requires evidence of the non-resident status of the beneficiary, to be provided by the Noteholder to the direct registered entity prior to the relevant date for payment of investment income and to the transfer of Notes, as follows:

a) if the beneficiary is a central bank, an international body recognised as such by the Portuguese State, or a public law entity and respective agencies, a declaration issued by the beneficial owner of the Notes itself duly signed and authenticated, or proof of non-residence pursuant to (iv) below. The respective proof of non-residence in Portugal is provided once, its periodical renewal not being necessary, and the beneficial owner should inform the direct register entity immediately of any change in the requisite conditions that may prevent the tax exemption from applying;

b) if the beneficiary is a credit institution, a financial company, a pension fund or an insurance company domiciled in any OECD country or in a country with which Portugal has entered into a double taxation treaty, certification shall be made by means of the following: (A) its tax identification official document; or (B) a certificate issued by the entity responsible for such supervision or registration, or by tax authorities, confirming the legal existence of the beneficial owner of the Notes and its domicile; or (C) proof of non- residence pursuant to (iv) below. The respective proof of non-residence in Portugal is provided once, its periodical renewal not being necessary, and the beneficial owner should inform the direct register entity immediately of any change in the requisite conditions that may prevent the tax exemption from applying;

c) if the beneficiary is an investment fund or other collective investment scheme domiciled in any OECD country or in a country with which the Republic of Portugal has entered into a double tax treaty in force or a tax information exchange agreement in force, it must provide (a) a declaration issued by the entity responsible for its supervision or registration or by the relevant tax authority, confirming its legal existence, domicile and law of incorporation; or (b) proof of non-residence pursuant to the terms of paragraph (iv) below; The respective proof of non-residence in Portugal is provided once, its periodical renewal not being necessary and the beneficial owner should inform the direct register entity immediately of any change in the requisite conditions that may prevent the tax exemption from applying;

d) other investors will be required to prove of their non-resident status by way of: (a) a certificate of residence or equivalent document issued by the relevant tax authorities; (b) a document issued by the relevant Portuguese Consulate certifying residence abroad; or (c) a document specifically issued by an official entity which forms part of the public administration (either central, regional or peripheral, indirect or autonomous) of the relevant country. The beneficiary must provide an original or a certified copy of such documents and, as a rule, if such documents do not refer to a specific year and do not expire, they must have been issued within the 3 (three) years prior to the relevant payment or maturity dates or, if issued after the relevant payment or maturity dates, within the following 3 (three) months. The Beneficiary must inform the direct registering entity immediately of any change in the requirement conditions that may eliminate the tax exemption.

Internationally Cleared Notes – held through an entity managing an international clearing system

Pursuant to the requirements set forth in the tax regime, if the Notes are registered in an account held by an international clearing system operated by a managing entity, the latter shall transmit, on each interest payment date and each relevant redemption date, to the direct register entity or to its representative, and with respect to all accounts under its management, the identification and quantity of securities, as well as the amount of income, and, when applicable, the amount of tax withheld, segregated by the following categories of beneficiaries:

(a) Entities with residence, headquarters, effective management or permanent establishment in the Portuguese territory to which the income would be imputable and which are non-exempt and subject to withholding;

(b) Entities which have residence in a country, territory or region with a more favourable tax regime, included in the Portuguese "blacklist" (countries and territories listed in Ministerial Order (*Portaria*) no. 150/2004, as amended from time to time) and which are non-exempt and subject to withholding;

(c) Entities with residence, headquarters, effective management or permanent establishment in the Portuguese territory to which the income would be imputable, and which are exempt or not subject to withholding;

(d) Other entities which do not have residence, headquarters, effective management or permanent establishment in the Portuguese territory to which the income generated by the securities would be imputable.

On each interest payment date and each relevant redemption date, the following information with respect to the beneficiaries that fall within the categories mentioned in paragraphs (a), (b) and (c) above, should also be transmitted:

(a) Name and address;

(b) Tax identification number (if applicable);

(c) Identification and quantity of the securities held; and

(d) Amount of income generated by the securities.

If the conditions for the exemption to apply are met, but, due to inaccurate or insufficient information, tax was withheld, a special refund procedure is available under the special regime approved by Decree-Law no. 193/2005, as amended from time to time. The refund claim is to be submitted to the direct register entity of the Notes within 6 (six) months from the date the withholding took place. For these purposes a specific tax form was approved by Order (*Despacho*) no. 2937/2014, published in the Portuguese official gazette, second series, no. 37, of 21 February 2014 issued by the Secretary of State of Tax Affairs (*Secretário de Estado dos Assuntos Fiscais*) and may be available at www.portaldasfinancas.gov.pt.

The refund of withholding tax after the above six-month period is to be claimed from the Portuguese tax authorities within 2 (two) years, starting from the term of the year in which the withholding took place.

The non-evidence of the status from which depends the application of the exemption in the terms set forth above, at the date of the obligation to withhold tax on the income derived from the Notes, will imply Portuguese withholding tax on the interest payments at the applicable tax rates, as described below.

Interest and other types of investment income obtained by non-resident legal persons without a Portuguese permanent establishment to which the income is attributable is subject to withholding tax at a rate of 25% (twenty-five per cent.) when it becomes due and payable or upon transfer of the Notes (in this latter case, on the interest accrued since the last date on which the investment income became due and payable), which is the final tax on that income. If the interest and other types of investment income are obtained by non-resident individuals without a Portuguese permanent establishment to which the income is attributable said income is subject to withholding tax at a rate of 28% (twenty-eight per cent.), which is the final tax on that income.

A withholding tax rate of 35% (thirty-five per cent.) applies in case of investment income payments to individuals or legal persons resident in the countries and territories included in the Portuguese “blacklist” listed in Ministerial Order (*Portaria*) no. 150/2004, of 13 February 2004, as amended from time to time. Investment income paid or made available to accounts opened in the name of one or more accountholders acting on behalf of one or more unidentified third parties is subject to a final withholding tax rate of 35% (thirty-five per cent.), unless the relevant beneficial owner(s) of the income is/are identified, in which case, the withholding tax rates applicable to such beneficial owner(s) will apply.

However, under the double taxation conventions entered into by Portugal which are in full force and effect on the date of this Prospectus, the withholding tax rate may be reduced to 15% (fifteen per cent.), 12% (twelve per cent.), 10% (ten per cent.) or 5% (five per cent.), depending on the applicable convention and provided that the relevant formalities and procedures are met. In order to benefit from such reduction, non-resident Noteholders shall comply with certain requirements established by the Portuguese Tax Authorities, aimed at verifying the non-resident status and entitlement to the respective tax treaty benefits (through submission of tax forms 21 RFI or 22 RFI, depending on whether the reduction applies at source or through refund).

Interest derived from the Notes and capital gains and losses obtained by legal persons resident for tax purposes in Portugal and by non-resident legal persons with a permanent establishment in Portugal to which the interest or capital gains or losses are attributable are included in their taxable income and are subject to corporate income tax at a rate of (i) 21% (twenty-one per cent.) or (ii) if the taxpayer is a small or medium enterprise as established in Decree-Law no. 372/2007, of 6 November 2007, 17% (seventeen per cent.) for taxable profits up to € 25,000 and 21% (twenty-one per cent.) on profits in excess thereof to which may be added a municipal surcharge (*derrama municipal*) of up to 1.5% (one point five per cent.) of its taxable income. Corporate taxpayers with a taxable income of more than € 1,500,000 are also subject to State surcharge (*derrama estadual*) of (i) 3% (three per cent.) on the part of its taxable profits exceeding € 1,500,000 up to € 7,500,000, (ii) 5% (five per cent.) on the part of the taxable profits that exceeds € 7,500,000 up to € 35,000,000, and (iii) 9% (nine per cent.) on the part of the taxable profits that exceeds € 35,000,000.

As a general rule, withholding tax at a rate of 25% (twenty-five per cent.) applies on interest derived from the

Notes, which is deemed to be a payment on account of the final tax due. Financial institutions resident in Portugal (or branches of foreign financial institutions located herein), pension funds, retirement and/or education savings funds, venture capital funds and collective investment undertakings incorporated under the laws of Portugal and certain exempt entities are not subject to Portuguese withholding tax. However, where the interest is paid or made available to accounts opened in the name of one or more accountholders acting on behalf of one or more unidentified third parties a 35% (thirty-five per cent.) withholding tax rate applies, unless the relevant beneficial owner(s) of the income is/are identified, in which case, the general rule shall apply.

Interest and other types of investment income obtained on Notes by a Portuguese resident individual is subject to individual income tax. If the payment of interest or other investment income is made available to Portuguese resident individuals, withholding tax applies at a rate of 28% (twenty-eight per cent.) which is the final tax on that income, unless the individual elects to include such income in his taxable income, subject to tax at progressive rates of up to 48% (forty-eight per cent.). In the latter circumstance an additional income tax will be due on the part of the taxable income exceeding € 80,000 as follows: (i) 2.5% (two point five per cent.) on the part of the taxable income exceeding € 80,000 up to € 250,000 and (ii) 5% (five per cent.) on the remaining part (if any) of the taxable income exceeding € 250,000.

Interest on the Notes paid to accounts opened in the name of one or several accountholders acting on behalf of third entities which are not disclosed is subject to withholding tax at a flat rate of 35% (thirty-five per cent.), except where the beneficial owners of such income are disclosed, in which case the general rule shall apply.

Capital gains obtained with the transfer of the Notes by Portuguese tax resident individuals are taxed at a special rate of 28% (twenty-eight per cent.) levied on the positive difference between such gains and gains and losses on other securities unless the individual elects to include such income in his taxable income, subject to tax at progressive rates of up to 48% (forty-eight per cent.). In the latter circumstance an additional income tax will be due on the part of the taxable income exceeding € 80,000 as follows: (i) 2.5% (two point five per cent.) on the part of the taxable income exceeding € 80,000 up to € 250,000 and (ii) 5% (five per cent.) on the remaining part (if any) of the taxable income exceeding € 250,000.

Payments of principal on Notes are not subject to Portuguese withholding tax. For these purposes, principal shall mean all payments carried out without any remuneration component.

Stamp Tax

An exemption from stamp tax will apply to the assignment for securitisation purposes of the Receivables by the Assignor to the Issuer and on the commissions paid by the Issuer to the Servicer pursuant to the Securitisation Tax Law.

Value Added Tax

An exemption from VAT will apply to the servicing activities referred to in the Securitisation Tax Law.

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a foreign financial institution (as defined by FATCA) may be required to withhold on certain payments it makes (foreign pass thru payments) to persons that fail to meet certain certification, reporting or related requirements. Certain issuers, custodians and other entities, may qualify as a foreign financial institution for these purposes. A number of jurisdictions have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (IGAs), which modify the way in which FATCA applies in their jurisdictions.

The United States has entered into a Model 1 intergovernmental agreement with Portugal. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA with respect to payments on instruments such as Notes, such withholding would not apply prior to 1 January 2019 and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is 6 (six) months after the date on which final regulations defining foreign pass thru payments are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional Notes that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

Portugal has implemented, through Law no. 82-B/2014, of 31 December, as amended by Law no. 98/2017, of 24 August, the legal framework based on reciprocal exchange of information on financial accounts subject to disclosure in order to comply with FATCA.

Through Decree-Law no. 64/2016, of 11 October, as amended by Law no. 98/2017, of 24 August the Portuguese government approved the complementary regulation required to comply with FATCA. Under this legislation, foreign financial institutions (as defined in Decree-Law no. 64/2016, of 11 October) are required to obtain information regarding certain accountholders and report such information to the Portuguese Tax Authorities, which, in turn, will report such information to the United States Internal Revenue Service.

As defined in Decree-Law no. 64/2016, of 11 October, (i) "foreign financial institutions" means a *Foreign Financial Institution* as defined in the applicable U.S. Treasury Regulations, including *inter alia* Portuguese financial institutions; and (ii) "Portuguese financial institutions" means any financial institution with head office or effective management in the Portuguese territory, excluding its branches outside of Portugal and including Portuguese branches of financial institutions with head office outside of Portugal.

The deadline for the financial institutions to report to the Portuguese tax authorities the mentioned information regarding each year is 31 July of the following year.

Noteholders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes.

Administrative cooperation in the field of taxation

The regime under Council Directive 2011/16/EU, as amended by Council Directive 2014/107/EU, of 9 December 2014, introduced the automatic exchange of information in the field of taxation concerning bank accounts and is in accordance with the Global Standard released by the Organization for Economic Co-operation and Development in July 2014 (the Common Reporting Standard). This regime is generally broader in scope than the Savings Directive, although it does not impose withholding taxes.

Under Council Directive 2014/107/EU, of 9 December 2014, financial institutions are required to report to the tax authorities of their respective Member State (for the exchange of information with the state of residence) information regarding bank accounts, including custodial accounts, held by individual persons residing in a different Member State or entities which are controlled by one or more individual persons residing in a different Member State, after having applied the due diligence rules foreseen in the Directive. The information refers to the account balance at the end of the calendar year, income paid or credited in the account and the proceeds from the sale or redemption of the financial assets paid or credited in the account during the calendar year to which the financial institution acted as custodian, broker, nominee, or otherwise as an agent for the account holder, among others.

Portugal has implemented Directive 2011/16/EU through Decree-law no. 61/2013, of 10 May. Also, Council Directive 2014/107/EU, of 9 December 2014, regarding the mandatory automatic exchange of information in the field of taxation was implemented into Portuguese law through Decree-Law no. 64/2016, of 11 October 2016, as amended by Law no. 98/2017, of 24 August 2017, and Law no. 17/2019, of 14 February. Law no. 17/2019, of 14 February 2019 introduced the regime for the automatic exchange of financial information to be carried out by financial institutions to the Portuguese Tax Authority (until July 31, with reference to the previous year) with respect to accounts held by holders or beneficiaries resident in the Portuguese territory with a balance or value that exceeds € 50,000 (assessed at the end of each civil year). This regime covers information related to years 2018 and following years.

In addition, information regarding the registration of financial institutions, as well as the procedures to comply with the reporting obligations arising from Decree-Law no. 64/2016, of 11 October 2016, as amended from time to time, and the applicable forms were approved by Ministerial Order (*Portaria*) no. 302-B/2016, of 2 December 2016, as amended by Ministerial Order (*Portaria*) no. 282/2018, of 19 October 2018, Ministerial Order (*Portaria*) no. 302-C/2016, of 2 December 2016, Ministerial Order (*Portaria*) no. 302-D/2016, of 2 December 2016, as amended by Ministerial Order (*Portaria*) no. 255/2017, of 14 August 2017, and by Ministerial Order (*Portaria*) no. 58/2018, of 27 February 2018, and Ministerial Order (*Portaria*) no. 302-E/2016, of 2 December 2016.

In any case investors should consult their own tax advisers to obtain a more detailed explanation of this regime and how it may individually affect them.

The proposed financial transaction tax ("FTT") may apply to certain dealings in the Notes

On 14 February 2013, the European Commission published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (for the purposes of this section, the "Participating Member States"). However, Estonia has since stated that it will not participate.

The proposed FTT has very broad scope if introduced in the form proposed on 14 February 2013 and could apply to certain dealings in Notes (including secondary market transactions) in certain circumstances.

Under the 14 February 2013 proposals the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

The FTT proposal remains subject to negotiation between the Participating Member States. Additional EU Member States may decide to participate, although certain Member States have expressed strong objections to the proposal. The FTT proposal may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

SUBSCRIPTION AND SALE

General

The Lead Manager has, upon the terms and subject to the satisfaction of certain conditions contained in the Subscription Agreement, agreed, on a best effort basis, to place the Class D Notes and the Class E Notes in compliance and in accordance with the selling restrictions and the Originator has agreed to, in the event that any Class D Notes and Class E Notes are not placed by the Lead Manager, subscribe and pay for such Class D Notes and Class E Notes. The Originator has also agreed, upon the terms and subject to the conditions contained in the Subscription Agreement, to subscribe and pay for 100% (one hundred per cent.) of the Class A Notes, 100% (one hundred per cent.) of the Class B Notes, 100% (one hundred per cent.) of the Class C Notes, the VFN and 100% (one hundred per cent.) of Class X Notes at their Initial Principal Amount. The Lead Manager is entitled in certain circumstances to be released and discharged from its obligations under the Subscription Agreement prior to the Closing Date.

Pursuant to the Subscription Agreement, Santander Consumer Portugal as Originator will undertake, *inter alia*, to the Arranger and the Lead Manager that (a) it will acquire and retain on an ongoing basis the EU Retained Interest; (b) whilst any of the Notes remain outstanding, it will not sell, hedge or otherwise mitigate its credit exposure to the EU Retained Interest; (c) there will be no arrangements pursuant to which the EU Retained Interest will decline over time materially faster than the Principal Outstanding Balance of the Receivables assigned to the Issuer; (d) it will confirm to the Issuer and the Transaction Manager, on a quarterly basis, that it continues to hold the EU Retained Interest; and (e) it will provide notice to the Issuer, the Common Representative and the Transaction Manager as soon as practicable in the event it no longer holds the EU Retained Interest.

Such retention requirement will be satisfied by the Originator retaining, from the Closing Date, in accordance with Article 6(3)(c) of the Securitisation Regulation, randomly selected exposures equivalent to not less than 5% (five per cent.) of the nominal value of the Receivables included in the Receivables Portfolio, where such non-securitised exposures would otherwise have been included in the Receivables Portfolio.

Pursuant to the Subscription Agreement, Santander Consumer Portugal as Originator will also undertake to the Arranger and the Lead Manager that whilst any of the Notes remain outstanding, it will retain on an ongoing basis the VFN.

Prohibition of Sales to EEA and UK Retail Investors

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**") or in the United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point 11 of Article 4(1) of Directive 2014/65/EU of the European Parliament and of the Council, of 15 May 2014 (the "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 of the European Parliament and of the Council, , of January 2016 (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; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) no. 1286/2014 of the European Parliament and of the Council, of 26 November 2014 (as amended, the "**PRIIPs Regulation"**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been or will be prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation. The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes are intended to be admitted to trading on a regulated market, although 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 EEA or in the UK.

United States of America

The Notes have not been, and will not be, registered under the US Securities Act 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code. The sections referred to in such legend provide that a United States person who holds a Note will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such instrument and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

In addition, until 40 (forty) days after commencement of the offering, an offer or sale of Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

United Kingdom

In relation to the Notes, the Lead Manager has further represented to and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services Market Act 2000 (the "**FSMA**") received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Portugal

The Lead Manager has represented and agreed that the Notes may not be and will not be offered to the public in Portugal under circumstances which are deemed to be a public offer under the Portuguese Securities Code (*Código dos Valores Mobiliários*) enacted by Decree-Law no. 486/99 of 13 November 1999, as amended and restated from time to time, unless the requirements and provisions applicable to the public offer in Portugal are met and registration, filing, approval or recognition procedure with the Portuguese Securities Market Commission (*Comissão do Mercado de Valores Mobiliários*, the "**CMVM**") is made.

In addition, the Lead Manager has represented and agreed that other than in compliance with all applicable provisions of the Portuguese Securities Code, the Prospectus Regulation and any applicable CMVM regulations and all relevant Portuguese securities laws and regulations, in any such case that may be applicable to it in respect of any offer or sale of Notes by it in Portugal or to individuals or entities resident in Portugal or having permanent establishment located in Portuguese territory, as the case may be, including compliance with the rules and regulations that require the publication of a prospectus, when applicable, (1) it has not directly or indirectly taken any action or offered, advertised, marketed, invited to subscribe, gathered investment intentions, sold or delivered and will not directly or indirectly take any action, offer, advertise, invite to subscribe, gather investment intentions, sell, re-sell, re-offer or deliver any Notes in circumstances which could qualify as a public offer (*oferta pública*) of securities pursuant to the Portuguese Securities Code, notably in circumstances which could qualify as a public offer addressed to individuals or entities resident in Portugal or having permanent establishment located in Portuguese territory, as the case may be; (2) it has not distributed, made available or cause to be distributed and will not distribute, make available or cause to be distributed the Prospectus or any other offering material relating to the Notes to the public in Portugal; and that (3) any such distribution shall only be authorised and performed to the extent that there is full compliance with such laws and regulations.

Public Offers Generally

The Lead Manager has represented and agreed in the Subscription Agreement that it has not made and will not make an offer of the Notes to the public in any Member State of the European Economic Area (for the purposes of this section, each a "Relevant Member State") prior to the publication of a prospectus in relation to the Notes duly approved by the competent authority in that Relevant Member State or, where appropriate, duly approved in another Member State and notified to the competent authority in the Relevant Member State, all in accordance with the Prospectus Regulation, with the exception that it may only offer or sell such Notes to the public at any time without publication of a prospectus to legal entities which are qualified investors as defined in the Prospectus Regulation or as otherwise permitted by the Prospectus Regulation.

For the purposes of this section, the expression an "offer of the Notes to the public" in relation to any of the Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes in accordance with the Prospectus Regulation.

Furthermore, the Lead Manager has also represented and agreed in the Subscription Agreement that it has not offered, sold or otherwise made available, and will not offer, sell or otherwise make available the Notes in relation thereto to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of 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.

Investor Compliance

Persons into whose hands this Prospectus comes are required to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Notes or have in their possession, distribute or publish this Prospectus or any other offering material relating to the Notes, in all cases at their own expense. No action has been or will be taken in any jurisdiction by the Issuer or the Originator that would, or is intended to, permit a public offering of the Notes, or possession or distribution of this Prospectus or any other offering material, in any country or jurisdiction where action for that purpose is required.

GENERAL INFORMATION

This Prospectus has been approved as a Prospectus by the CMVM, as competent authority under the Prospectus Regulation. The CMVM only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and the Prospectus Delegated Regulation. Approval by the CMVM 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, the CMVM gives no undertaking as to the economic and financial soundness of the transaction or the quality or solvency of the Issuer.

The CMVM has assigned asset identification code 202007TGSBSCS00N0122 to the Notes pursuant to Article 62 of the Securitisation Law.

Admission to trading

Application has been made to Euronext for the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes to be admitted to trading on the Closing Date on the professional segment of Euronext Lisbon, which is a regulated market for the purposes of MiFID II. No application will be made to list the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes on any other stock exchange. The VFN and the Class X Notes will not be listed. Also, the Notes have been accepted for settlement through Interbolsa. The CVM code, ISIN and CFI for the Notes are:

	CVM Code	ISIN	CFI
Class A Notes	TGULOM	PTTGULOM0028	DAVSGR
Class B Notes	TGUMOM	PTTGUMOM0027	DAVSGR
Class C Notes	TGUNOM	PTTGUNOM0026	DAVSGR
Class D Notes	TGUOOM	PTTGUOOM0025	DAFSGR
Class E Notes	TGUPOM	PTTGUPOM0024	DAFSGR
VFN	TGUQOM	PTTGUQOM0023	DAZSGR
Class X Notes	TGUROM	PTTGUROM0022	DAVSGR

Effective Interest Rate

The estimated effective interest rates of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes are presented below:

	Effective Interest Rate (gross)	Effective Interest Rate (net of 25% withholding tax)	Effective Interest Rate (net of 28% withholding tax)
Class A Notes	0.301%	0.226%	0.217%
Class B Notes	1.551%	1.163%	1.117%

Class C Notes	2.551%	1.913%	1.837%
Class D Notes	7.250%	5.438%	5.220%
Class E Notes	8.000%	6.000%	5.760%
VFN	-	-	-
Class X Notes	-	-	-

Interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be payable quarterly in arrear on 25 November 2020 and thereafter on the 25th (twenty-fifth) day of February, May, August and November in each year (or, in each case, if such day is not a Business Day, the next succeeding Business Day). The Class A Notes, the Class B Notes and the Class C Notes will bear interest for each Interest Period up to the Final Legal Maturity Date at the EURIBOR for three-month euro deposits or, in the case of the first Interest Period, at a rate equal to the interpolation of the EURIBOR three to six-month euro deposits, plus, in relation to the Class A Notes, a margin of 0.75% (zero point seventy-five per cent.), in relation to the Class B Notes, a margin of 2.00% (two per cent.), and, in relation to the Class C Notes, a margin of 3.00% (three per cent.). The Class D Notes will bear interest for each Interest Period up to the Final Legal Maturity Date at an annual rate of 7.25% (seven point twenty-five per cent.) and the Class E Notes will bear interest for each Interest Period up and up to the Final Legal Maturity Date at an annual rate of 8.00% (eight per cent.). The VFN will not bear interest. The Class X Notes will not bear interest but will be entitled to the Class X Distribution Amount (if any), to the extent of available funds and subject to the relevant payment priorities.

These estimated effective interest rates are based on the following assumptions:

a) Class A Notes: 3m EURIBOR constant rate of -0.449% as of the 16th July 2020 plus a margin of 0.75% (zero point seventy-five per cent.);

b) Class B Notes: 3m EURIBOR constant rate of -0.449% as of the 16th July 2020 plus a margin of 2.00% (two per cent.);

c) Class C Notes: 3m EURIBOR constant rate of -0.449% as of the 16th July 2020 plus a margin of 3.00% (three per cent.);

d) Class D Notes: 7.25% (seven point twenty-five per cent.) per annum;

e) Class E Notes: 8.00% (eight per cent.) per annum;

f) VFN: Will not bear interest;

g) Class X Notes: Will not bear interest;

h) Interest on the Notes calculated based on an ACT/360 day-count fraction;

i) Receivables continuing to be fully performing; and

j) Taking into account the general individual and corporate income tax rates of 28.00% (twenty-eight per cent.) and 25.00% (twenty-five per cent.) respectively.

The Notes shall be freely transferable.

Authorisation

The creation and issue of the Notes has been authorised by a resolution of the Board of Directors of the Issuer dated 16 July 2020.

Litigation

There are no, nor have there been any governmental, legal or arbitration proceedings involving the Issuer (and, as far as the Issuer is aware, no such proceedings are pending or threatened) which may have, or have had, during the 12 (twelve) months prior to the date of this Prospectus, a significant effect on the financial position of the Issuer.

Conflicts of Interest

There are no significant conflicting interests of the Transaction Parties, without prejudice to each Transaction Party having a potential and relative interest in this issuance corresponding to its respective role in relation to the Notes. The Arranger and Lead Manager and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to, the Issuer and its affiliates in the ordinary course of business. They have received, or may in the future receive, customary fees and commissions for these transactions.

Material adverse change on the financial position of the Issuer

There has been no significant change in the financial performance or prospects of the Issuer and there has been no material adverse change in the prospects of the Issuer since the date of their last published audited financial statements, being 31 December 2019.

Material changes in the Issuer's borrowing and funding structure since the last financial year

Since the last financial year ended 31 December 2019 there was no material changes in the Issuer's borrowing and funding structure.

Documents

As long as the Notes are outstanding, physical copies of the following documents will, when published, be available at the registered offices of the Issuer and at the specified offices of the Paying Agent:

a) the Articles of Association (*Estatutos* or *Contrato de Sociedade*) of the Issuer;

b) the following documents:

  (i) Receivables Sale Agreement;

  (ii) Receivables Servicing Agreement;

  (iii) Paying Agency Agreement;

  (iv) Common Representative Appointment Agreement;

  (v) Accounts Agreement;

  (vi) Co-ordination Agreement;

  (vii) Transaction Management Agreement;

  (viii) Master Framework Agreement;

  (ix) Master Execution Agreement; and

  (x) Cap Agreement;

c) this Prospectus;

d) the audited non-consolidated financial statements of the Issuer in respect of the financial years ended 31

December 2018 and 31 December 2019, in each case with the audit reports prepared in connection therewith, and the unaudited interim financial statements of the Issuer for the quarterly period ended 31 March 2020, corresponding to the most recently published unaudited interim financial statements of the Issuer, all (available in Portuguese language).

This Prospectus will be published in electronic form together with all documents incorporated by reference (which, for the avoidance of doubt, do not include the documents listed in subparagraphs (b) above), on the website of the CMVM (www.cmvm.pt), the Reporting Website and made available by the Issuer on https://www.db.com/portugal/.

Documents listed in subparagraphs (b) above will be made available to the investors in the Notes on the Reporting Website as set out in the section headed "***Regulatory Disclosures***".

The documents listed under paragraphs (a) to (d) above constitute all the underlying documents that are essential for understanding the Securitisation and include, but not limited to, the relevant documents referred to in point (b) of Article 7(1) of the Securitisation Regulation.

Unless specifically incorporated by reference into this Prospectus, information contained on any website does not form part of this Prospectus and has not been scrutinised or approved by the competent authority.

STS status

Even though it is expected that the Transaction will be, on the Closing Date, included in the list published by ESMA referred to in Article 27(5) of the Securitisation Regulation, the STS status of the Transaction is not static and investors should verify the current status of the Transaction on ESMA's website.

The Originator will procure that the information and reports as more fully set out in the section of this Prospectus headed "***Regulatory Disclosures***" are published when and in the manner set out in such section.

Post issuance information

From the Closing Date, the Designated Reporting Entity will procure that the Transaction Manager prepares, and the Transaction Manager will prepare (to the satisfaction of the Designated Reporting Entity), an investor report 1 (one) Business Day after each Interest Payment Date (a "**Reporting Date**") in relation to the immediately preceding Calculation Period containing (i) prior to the Reporting Technical Standards Effective Date, the information set out in Annex VIII of Delegated Regulation (EU) No 2015/3 ("**CRA III RTS**") as required by Article 43(8) of the Securitisation Regulation; and (ii) following the Reporting Technical Standards Effective Date, the information required under Article 7(1)(e) of the Securitisation Regulation and the applicable ESMA Disclosure Templates and regulatory technical standards to be published pursuant to Article 7(3) of the Securitisation Regulation ("**RTS**") (the "**Investor Report**"). Notwithstanding the foregoing, as soon as reasonably practicable following the Reporting Technical Standards Effective Date, the Designated Reporting Entity shall propose to the Transaction Manager in writing the form, timing, method of distribution and content of the information required to be disclosed in accordance with the RTS in order to allow such information, where reasonably available, to be included in the Investor Report. The Transaction Manager shall consult with the Designated Reporting Entity, and if the Transaction Manager agrees (in its sole discretion acting in a commercially reasonable manner) to provide such reporting on such proposed terms it shall confirm the same in writing to the Issuer and the Designated Reporting Entity and the format of the Investor Report shall be amended as necessary to ensure that the Designated Reporting Entity is satisfied with the form of the Investor Report in the context of compliance with the Designated Reporting Entity's obligations under the Securitisation Regulation. If, following the adoption of the relevant RTS, the Transaction Manager does not agree to provide such assistance, the Designated Reporting Entity shall appoint an agent to provide such reporting. The Issuer will reimburse the Transaction Manager and the Designated Reporting Entity for any costs properly incurred by either of them in connection with any amendments to the format of any such reports. Any such costs will be Issuer Expenses.

Also from the Closing Date, the Designated Reporting Entity will procure that the Transaction Manager prepares and delivers to the Designated Reporting Entity, and the Transaction Manager will prepare (to the satisfaction of the Designated Reporting Entity) and deliver, an inside information report containing any relevant inside information or events in accordance with and for the purposes of of Article 7(1)(f) and (g) of the Securitisation Regulation. The Designated Reporting Entity shall publish such information without undue delay, subject to the timely receipt of all necessary information.

The Designated Reporting Entity will also procure from the Closing Date that the Servicer prepares a quarterly report on each Reporting Date in respect of the relevant Calculation Period, containing (i) prior to the Reporting Technical Standards Effective Date, the information set out in Annex IV of the CRA III RTS as required by Article 43(8) of the Securitisation Regulation; and (ii) following the Reporting Technical Standards Effective Date, the information required under the applicable ESMA Disclosure Templates and RTS to be published (the "**Loan-Level Report**" and together with the Investor Report, the "**Securitisation Regulation Reports**"). The Transaction Manager shall have no responsibility for preparing any Loan-Level Report.

INDEX OF DEFINED TERMS

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