

## BASE PROSPECTUS

### SANTANDER TOTTA, SGPS, S.A.

(incorporated with limited liability in the Republic of Portugal)

and



### BANCO SANTANDER TOTTA, S. A.

(incorporated with limited liability in the Republic of Portugal)

acting through its Lisbon Head Office

**EUR 10,000,000,000**

### **Euro Medium Term Note Programme**

Under the EUR 10,000,000,000 Euro Medium Term Note Programme (the "*Programme*"), Banco Santander Totta, S.A. ("*BST*") and Santander Totta, SGPS, S.A. ("*SGPS*" or "*ST, SGPS*") (BST and SGPS together, the "*Issuers*" and each, an "*Issuer*"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the "*Notes*"). The aggregate nominal amount of Notes outstanding will not at any time exceed EUR 10,000,000,000 (or the equivalent in other currencies).

This base prospectus (the "*Base Prospectus*") has been approved as a base prospectus by the *Commission de Surveillance du Secteur Financier* (the "*CSSF*"), as competent authority under Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the "*Prospectus Regulation*") and the Luxembourg law relating to prospectuses for securities dated 16 July 2019 (*Loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières et portant mise en oeuvre du règlement (UE) 2017/1129*) (the "*Prospectus Act 2019*"). The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuers or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes. The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuers in line with the provisions of Article 6(4) of the Prospectus Act 2019. Application has been made to the Luxembourg Stock Exchange for the Notes issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the official list of the Luxembourg Stock Exchange (the "*Official List*").

References in this Base Prospectus to Notes being "*listed*" (and all related references) shall mean that such Notes have been admitted to trading on the Luxembourg Stock Exchange's regulated market and have been admitted to the Official List. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of Directive 2014/65/EU (as amended "*MiFiD II*").

**This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid until 25 May 2023 in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the "*EEA*").**

The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

The Notes will be issued in dematerialised book entry form (*forma escritural*) integrated in and held through *Interbolsa – Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A.* ("*Interbolsa*"), as operator of the Portuguese centralised securities system, *Central de Valores Mobiliários* ("*CVM*") and will be in nominative form ("*nominativas*") and therefore Interbolsa, at the request of the relevant Issuer, can ask the Affiliate Members of Interbolsa for information regarding the identity of the Noteholders and transmit such information to the relevant Issuer. The CVM currently has links in place with Euroclear Bank SA/NV ("*Euroclear*") and Clearstream Banking S.A. ("*CBL*") through accounts held by Euroclear and CBL with Interbolsa Affiliate Members (as described below).

**An investment in the Notes involves certain risks. For discussion of these risks, see "*Risk Factors*" beginning on page 14 of this Base Prospectus.** Investors should also see the "*Terms and Conditions of the Notes*" beginning on page 50 and "*Taxation*" beginning on page 113 in respect of procedures to be followed to receive payments under the Notes. Noteholders are required to take affirmative action as 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.

BST has been assigned a long-term debt rating of "Baa2" with a stable outlook from Moody's Investors Service España, S.A. ("*Moody's*"), "BBB" with a stable outlook from S&P Global Ratings Europe Limited ("*S&P*"), "BBB+" with a stable outlook from Fitch Ratings Ireland Limited ("*Fitch*") and "A" with a stable outlook from DBRS Ratings GmbH ("*DBRS*"). SGPS has been assigned a long-term debt rating of, "BBB+" with a stable outlook from Fitch.

Each of Moody's, S&P, Fitch and DBRS is established in the EEA and registered under Regulation (EC) No. 1060/2009 (as amended) (the "*CRA Regulation*").

The ratings issued by Moody's, S&P, Fitch and DBRS have been endorsed by Moody's Investors Service Ltd, S&P Global Ratings UK Limited, Fitch Ratings Limited and DBRS Ratings Limited respectively in accordance with Regulation (EC) No.

1060/2009 as it forms part of United Kingdom ("UK") domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "UK CRA Regulation"). Moody's Investors Service Ltd, S&P Global Ratings UK Limited, Fitch Ratings Limited and DBRS Ratings Limited are established in the UK and registered under the UK CRA Regulation. As such, the ratings issued by Moody's, S&P, Fitch and DBRS may also be used for regulatory purposes in the UK in accordance with the UK CRA Regulation. The list of registered and certified rating agencies is published by the European Securities and Markets Authority ("ESMA") on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation and by the UK Financial Conduct Authority ("FCA") on its website (<https://www.fca.org.uk/firms/credit-rating-agencies>) in accordance with the UK CRA Regulation.

Notes issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will be disclosed in the applicable Final Terms (as defined below) and will not necessarily be the same as the rating assigned to any other Notes. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Whether or not each credit rating applied for in relation to or assigned to a relevant Series of Notes will be issued by a credit rating agency established in the EEA or the UK and registered under the CRA Regulation or the UK CRA Regulation will be disclosed in the applicable Final Terms.

**Arranger**  
**Deutsche Bank**

**Dealers**

**Banco Santander Totta, S.A.**  
**BofA Securities**  
**Deutsche Bank**  
**J.P. Morgan**  
**Santander Corporate & Investment Banking**

**Barclays**  
**Credit Suisse**  
**HSBC**  
**Morgan Stanley**  
**Société Générale Corporate & Investment Banking**  
**UniCredit**

The date of this Base Prospectus is 25 May 2022.

## IMPORTANT INFORMATION

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation. When used in this Base Prospectus, “*Prospectus Regulation*” means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 and “*UK Prospectus Regulation*” means Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the European (Union) Withdrawal Act 2018 (“EUWA”).

Each Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuers (each having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “*Documents Incorporated by Reference*” below). This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus.

Under this Programme, BST and SGPS may from time to time issue Notes denominated in any currency agreed between the relevant Issuer and the relevant Dealer (as defined herein).

Other than in relation to the documents which are deemed to be incorporated by reference (see “*Documents Incorporated by Reference*”), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the CSSF.

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed EUR 10,000,000,000 (or its equivalent in other currencies calculated as described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under “*General Description of the Programme*” and any additional Dealer appointed under the Programme from time to time by the Issuers (each a “*Dealer*” and together the “*Dealers*”), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the “*relevant Dealer*” shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe for such Notes.

The Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by the Issuers in connection with the Programme. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Issuers in connection with the Programme.

No person is or has been authorised by the Issuers to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuers or any of the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuers or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuers. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuers or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained in it concerning the Issuers is correct at any time subsequent to its date or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuers during

the life of the Programme or to advise any investor in Notes issued under the Programme of any information coming to their attention. Investors should review, *inter alia*, the most recently published documents incorporated by reference into this Base Prospectus when deciding whether or not to purchase any Notes.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under “*Terms and Conditions of the Notes*”) of Notes will be set out in a final terms document (the “*Final Terms*”) which, with respect to Notes to be listed on the Luxembourg Stock Exchange will be filed with the CSSF. Copies of Final Terms in relation to Notes to be listed on the Luxembourg Stock Exchange will also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the relevant Issuer and the relevant Dealer. The Issuers may each issue unlisted Notes and/or Notes not admitted to trading on any market or Notes listed or admitted to trading on other stock exchanges.

**IMPORTANT – EEA RETAIL INVESTORS** – If the Final Terms in respect of any Notes includes a legend entitled “Prohibition of Sales to EEA 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 EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97, 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 (as amended, the “*PRIPs Regulation*”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.

**IMPORTANT – UK RETAIL INVESTORS** – If the Final Terms in respect of any Notes includes a legend entitled “Prohibition of Sales to 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 UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (“*FSMA*”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in the UK Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the “*UK PRIPs Regulation*”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIPs Regulation.

**MiFID II product governance / target market** – The Final Terms in respect of any Notes may include a legend entitled “*MiFID II product governance*” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “*distributor*”) should take into consideration the 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 target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the “*MiFID II Product Governance Rules*”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules.

**UK MiFIR product governance / target market** – The Final Terms in respect of any Notes may include a legend entitled “*UK MiFIR Product Governance*” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “*UK distributor*”) should take into consideration the target market assessment; however, a UK distributor subject to the FCA Handbook

Product Intervention and Product Governance Sourcebook (the “*UK MiFIR Product Governance Rules*”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

EU Benchmarks Regulation - Amounts payable under the Notes may be calculated by reference to Euro Interbank Offered Rate (“*EURIBOR*”), which is provided by the European Money Markets Institute (“*EMMI*”). As at the date of this Base Prospectus, EMMI is included in ESMA's register of administrators under Article 36 of Regulation (EU) No. 2016/1011 (the “*EU Benchmarks Regulation*”).

**NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT 2001 (2020 REVISED EDITION) OF SINGAPORE (as amended or modified from time to time, the “*SFA*”)**

Unless otherwise stated in the Final Terms in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

This Base Prospectus has been prepared on the basis that any Notes with a minimum denomination of less than EUR 100,000 (or equivalent in another currency) will with respect to the EEA (i) only be admitted to trading on an EEA regulated market (as defined in MiFID II), or a specific segment of an EEA regulated market, to which only qualified investors (as defined in the Prospectus Regulation) can have access (in which case they shall not be offered or sold to non-qualified investors) or (ii) only be offered to the public in an EEA Member State pursuant to an exemption under Article 1(4) of the Prospectus Regulation.

**IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFER OF NOTES GENERALLY**

This Base 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 Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuers and the Dealers do not represent that this Base 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 no action has been taken by the Issuers or the Dealers which is intended to permit a public offering of any Notes outside Luxembourg or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base 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 Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, Singapore, Japan, Switzerland, UK and the EEA (including Belgium and France) (see “*Subscription and Sale*”).

Prospective investors should understand the risks of investing in any type of Note before they make their investment decision. They should make their own independent decision to invest in any type of Note and as to whether an investment in such Note is appropriate or proper for them based upon their own judgment and upon advice from such advisers as they consider necessary.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each

potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) 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 Base Prospectus or any applicable supplement;
- (ii) 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;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and
- (v) 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 advisers to determine whether and to what extent (1) Notes are legal investments for it (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, (the "*Securities Act*") and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (see "*Subscription and Sale*").

## PRESENTATION OF INFORMATION

In this Base Prospectus, all references to:

- "*United States*" and "*U.S.*" refer to the United States of America, its territories and possessions;
- "*U.S. dollars*", "*U.S.\$*" and "*\$*" refer to United States dollars;
- "*Sterling*" and "*£*" refer to pounds sterling, the lawful currency of the UK; and
- "*euro*", "*EUR*", "*Eur*" and "*€*" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

Certain figures in this Base Prospectus have been subject to rounding adjustments. Accordingly, amounts shown as totals in tables or elsewhere may not be an arithmetic aggregation of the figures which precede them.

In respect of information in this Base Prospectus sourced from a third party, each Issuer confirms that the information has been accurately reproduced and that as far as each 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.

In this Base Prospectus, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

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## STABILISATION

In connection with the issue of any Tranche of Notes, one or more relevant Dealers named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allocation must be conducted by the relevant Stabilisation Manager(s) (or person(s)) acting on behalf of any Stabilisation Manager(s) in accordance with all applicable laws and rules.

## GENERAL DESCRIPTION OF THE PROGRAMME

***The following general description does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The relevant Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of listed Notes and, if appropriate, a supplement to this Base Prospectus or a new Base Prospectus will be published.***

*This General Description constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980.*

*Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Notes” shall have the same meanings in this summary.*

<b>Issuers:</b>	Banco Santander Totta, S.A. Santander Totta, SGPS, S.A.
<b>Issuer Legal Entity Identifier (LEI)</b>	BST: 549300URJH9VSI58CS32 SGPS: 5493005RLLC1P7VSVC58
<b>Risk Factors:</b>	There are certain factors that may affect the Issuers’ ability to fulfil its obligations under Notes issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular Series of Notes issued under the Programme. All of these are set out under “ <i>Risk Factors</i> ”.
<b>Arranger:</b>	Deutsche Bank Aktiengesellschaft
<b>Dealers:</b>	Banco Santander, S.A. Banco Santander Totta, S.A. Barclays Bank Ireland PLC BofA Securities Europe SA Credit Suisse Bank (Europe), S.A. Deutsche Bank Aktiengesellschaft HSBC Bank plc HSBC Continental Europe J.P. Morgan SE Morgan Stanley Europe SE Société Générale UniCredit Bank AG and any other Dealers appointed in accordance with the Programme Agreement.
<b>Agent and Portuguese Paying Agent:</b>	Banco Santander Totta, S.A.
<b>Programme Size:</b>	Up to EUR 10,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuers may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
<b>Distribution:</b>	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis (subject to applicable tax and legal requirements).



<b>Currencies:</b>	Notes can only be issued in such currencies as Interbolsa may from time to time accept. For the time being, Interbolsa will only settle and clear Notes denominated in Euro, U.S. dollars, Sterling, Japanese Yen, Swiss francs, Australian dollars, Canadian dollars, Chinese renminbi, Norwegian Krone and Swedish Krona. Subject to compliance with relevant laws, Notes may be issued in any currency agreed between the relevant Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).
<b>Certain Restrictions:</b>	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “ <i>Subscription and Sale</i> ”) including the following restrictions applicable at the date of this Base Prospectus.
<b>Maturities:</b>	Such maturities as may be agreed between the relevant Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Issuer or the relevant Specified Currency. Unless otherwise permitted by the Applicable Banking Regulations, Subordinated Notes will have a maturity of not less than five years. Senior Preferred Notes and Senior Non-Preferred Notes will not be issued with a maturity of less than 398 (three hundred and ninety eight) days or, in the case of Senior Preferred MREL Eligible Notes or Senior Non-Preferred Notes, such minimum or maximum maturity as may be permitted or required from time to time by Applicable Banking Regulations.
<b>Issue Price:</b>	Notes may be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
<b>Form of Notes:</b>	<p>The Notes issued in dematerialised book-entry form (<i>forma escritural</i>) are and will be held through the accounts of affiliate members of the Portuguese central securities depository (each an “<i>Affiliate Member of Interbolsa</i>”) and the manager of the Portuguese settlement system, Interbolsa, as operator and manager of the CVM and will be <i>nominativas</i> and therefore Interbolsa, at the request of the relevant Issuer, can ask the Affiliate Members of Interbolsa for information regarding the identity of the Noteholders and transmit such information to the relevant Issuer. The form of the Notes is described more comprehensively in “<i>Form of the Notes and Clearing System</i>”.</p> <p>If TEFRA C is not applicable, the applicable Final Terms will specify “TEFRA not applicable”.</p>
<b>Fixed Rate Notes:</b>	Fixed interest will be payable on such date or dates as may be agreed between the relevant Issuer and the relevant Dealer and on redemption, and will be calculated on the basis of such Day Count Fraction as may be agreed between the relevant Issuer and the relevant Dealer.
<b>Reset Notes:</b>	Reset Notes will, in respect of an initial period, bear interest at the initial fixed rate of interest specified in the applicable Final Terms. Thereafter, the fixed rate of interest will be reset on one or more date(s) specified in the applicable Final Terms by reference to a mid-market swap rate for the relevant Specified Currency, and for a period equal to the reset period, as adjusted for any applicable margin, in each case as may be specified in the applicable Final Terms and as further described in the Terms and Conditions. Such interest will be payable in arrear on the Interest Payment Date(s)

specified in the applicable Final Terms or determined pursuant to the Terms and Conditions.

**Floating Rate Notes:**

Floating Rate Notes will bear interest at a rate determined on

- (i) the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating either the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc. ("*ISDA*"), and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series), or the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (as published by ISDA as at the Issue Date of the first Tranche of the Notes of the relevant Series) as specified in the applicable Final Terms; or
- (ii) on the basis of EURIBOR (as specified in the applicable Final Terms).

The Margin (if any) relating to such floating rate will be agreed between the relevant Issuer and the relevant Dealer for each Series of Floating Rate Notes.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the relevant Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the relevant Issuer and the relevant Dealer.

**Zero Coupon Notes:**

Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.

**Cash Bonds (*obrigações de caixa*):**

Portuguese law Notes may qualify as cash bonds ("*obrigações de caixa*") under the terms of Decree-Law 408/91, of 17 October 1991 (as amended), provided that certain requirements set out therein are met, including that (i) such Notes have a maturity of not less than two years, (ii) the relevant Issuer is not entitled to acquire such Notes before two years have elapsed since the relevant Issue Date and (iii) the Noteholders may not choose to redeem such Notes before one year has elapsed since the relevant Issue Date.

**Benchmark Discontinuation:**

In the case of Reset Notes or Floating Rate Notes where Screen Rate Determination is specified in the applicable Final Terms as being applicable, if a Benchmark Event occurs, then the relevant Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, who may determine, or (if such Independent Adviser fails to make any such determination or the relevant Issuer is unable to appoint an Independent Adviser) the relevant Issuer may determine, a Successor Rate, failing which, an Alternative Reference Rate and, in either case, an Adjustment Spread and any Benchmark Amendments, as further described in Condition 4(f).

**Redemption:**

The Final Terms relating to each Tranche of Notes will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the relevant Issuer and/or the Noteholders upon giving not less than 15 nor more than 60 days' irrevocable notice (or such other notice period (if any) as is indicated in the applicable Final Terms) to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or

prices and on such other terms as are indicated in the applicable Final Terms. Any early redemption of a Senior Preferred MREL Eligible Note, a Senior Non-Preferred Note or a Subordinated Note will be subject to the prior consent of the Relevant Authority.

Unless previously redeemed or purchased and cancelled, each Note will be redeemed by the relevant Issuer at a price equal to at least 100 per cent. of its nominal value on its scheduled maturity date.

**Denomination of Notes:**

Notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer and as indicated in the applicable Final Terms save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency (see “*Certain Restrictions*” above) and save that the minimum denomination of each Note will be EUR 100,000 or, where it is a Note to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors (as defined in the Prospectus Regulation) have access, EUR 1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

**Taxation:**

All payments in respect of the Notes by the relevant Issuer, will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction (as defined in Condition 7 of the Notes), subject as provided in Condition 7 of the Notes. In the event that any such deduction is made, the relevant Issuer will, save in certain limited circumstances provided in Condition 7 of the Notes and, in the case of Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes and Subordinated Notes, in relation to interest only, be required to pay additional amounts to cover the amounts so deducted.

**Negative Pledge:**

Applicable only to Senior Preferred Notes other than Senior Preferred MREL Eligible Notes. The terms of the Notes will contain a negative pledge provision as further described in Condition 3 of the Notes.

**Cross Default:**

Applicable only to Senior Preferred Notes other than Senior Preferred MREL Eligible Notes. The terms of the Notes will contain a cross default provision as further described in Condition 9(a)(v) of the Notes.

**Limited Rights of Acceleration:**

A Noteholder's rights to accelerate Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes and Subordinated Notes are limited to winding-up or dissolution of the relevant Issuer, as further described in Condition 9.

**Status of the Senior Preferred Notes:**

The Senior Preferred Notes will constitute direct, unconditional, unsecured (subject, except in the case of Senior Preferred MREL Eligible Notes, to the provisions of Condition 3 of the Notes) and unsubordinated obligations of the relevant Issuer and the claims of the holders of the Senior Preferred Notes in respect of payments pursuant thereto will, in the event of the winding-up of the relevant Issuer, (to the extent permitted by Portuguese law) rank

- (i) *pari passu* among themselves;
- (ii) (save for certain obligations required to be preferred by law) at least *pari passu* with all other present and future unsecured (subject as aforesaid) and unsubordinated obligations of the relevant Issuer from time to time outstanding; and

- (iii) senior to (A) any Senior Non-Preferred Obligations and (B) all subordinated obligations of or claims against the relevant Issuer, present and future.

The Senior Preferred Notes may be Senior Preferred MREL Eligible Notes, if so specified in the applicable Final Terms.

**Status of the Senior Non-Preferred Notes:**

The Senior Non-Preferred Notes will constitute direct, unconditional, unsecured and unsubordinated obligations of the relevant Issuer and the claims of the holders of the Senior Non-Preferred Notes in respect of payments pursuant thereto will, in the event of the winding-up of the relevant Issuer, (to the extent permitted by Portuguese law) rank:

- (i) *pari passu* among themselves;
- (ii) *pari passu* with the claims of holders of all other Senior Non-Preferred Obligations;
- (iii) junior to any present or future claims of (A) depositors of the relevant Issuer and (B) any other unsubordinated creditors of the relevant Issuer that are not creditors in respect of Senior Non-Preferred Obligations; and
- (iv) in priority to any present or future claims of holders of (A) all classes of share capital of the relevant Issuer and (B) all other subordinated obligations or other securities of the relevant Issuer (including the Subordinated Notes) which rank, or are expressed to rank, junior to the Senior Non-Preferred Obligations.

**Status of the Subordinated Notes:**

The Subordinated Notes will constitute direct, unconditional and unsecured obligations of the relevant Issuer save that the claims of the holders of the Subordinated Notes in respect of payments pursuant thereto will, in the event of the winding-up of the relevant Issuer, (to the extent permitted by Portuguese law) be wholly subordinated to the claims of all Senior Creditors of the relevant Issuer and shall rank:

- (i) *pari passu* among themselves;
- (ii) at least *pari passu* with any present or future claims of holders of all obligations of the relevant Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital of the Issuer; and
- (iii) in priority to any present or future claims of holders of (A) all obligations of the relevant Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 1 Capital of the relevant Issuer, (B) all undated or perpetual subordinated obligations of the relevant Issuer (other than any such obligations which rank, or are expressed to rank *pari passu* with, or in priority to, the Subordinated Notes), (C) all classes of share capital of the relevant Issuer and (4) all other obligations of the relevant Issuer which rank, or are expressed to rank, junior to the Subordinated Notes.

**Approval, listing and admission to trading:**

Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made for Notes issued under the Programme to be listed on the Luxembourg Stock Exchange.

Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the relevant Issuer and the relevant Dealer in relation to the Series.

Each Issuer may issue Notes which are neither listed nor admitted to trading on any market. The applicable Final Terms will state whether or not the Notes issued by the relevant Issuer are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

**Governing Law:**

The Notes shall be governed by, and shall be construed in accordance with, Portuguese law.

**Selling Restrictions:**

There are restrictions on the offer, sale and transfer of the Notes in the United States, Singapore, Switzerland, Japan, UK and the EEA (including Belgium and France) and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see “*Subscription and Sale*” below.

**United States Selling Restrictions:**

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons except in a transaction exempt from or not subject to the registration requirements of the Securities Act. Accordingly, the Notes are being offered and sold only outside the United States in reliance upon Regulation S under the Securities Act. There are also restrictions under United States tax laws on the offer or sale of the Notes. TEFRA C will apply to the Notes, see “*Subscription and Sale*” below.

**Clearance and Settlement:**

Notes will be accepted for clearance through one or more Clearing Systems as specified in the applicable Final Terms. These systems will include those operated by CBL, Euroclear and CVM, the clearing system operated at Interbolsa. The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear, CBL or Interbolsa will be specified in the applicable Final Terms.

**Rating:**

Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the ratings assigned to any other Notes. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

**Representation of the holders of the Notes:**

Holders of the Notes may appoint a common representative.

## RISK FACTORS

*In purchasing Notes, investors assume the risk that the Issuers may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuers becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuers may not be aware of all relevant factors and certain factors which they currently deem not to be material may become material as a result of the occurrence of events outside the Issuers' control. The Issuers have identified in this Base Prospectus a number of factors which could materially adversely affect its businesses and ability to make payments due under the Notes.*

*Risk factors are presented in categories and sub-categories. In each category and sub-category, the most material risk factors are presented first. The assessment of materiality of the risk factors has been made by the Issuers as of the date of this Base Prospectus on the basis of the probability of the occurrence and the expected magnitude of their negative impact.*

*In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.*

*Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.*

### **FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH THE ISSUERS, THE BST GROUP AND THE SGPS GROUP**

#### ***Risks relating to Issuers' business activities, operational activities and strategy***

#### **The Issuers are sensitive to changes in the Portuguese economy and to current uncertainties in the macro-economic context**

The Issuers, together with their respective consolidated subsidiaries (the "**BST Group**" and the "**SGPS Group**", as applicable), are sensitive to changes in the Portuguese economy and to current uncertainties in the macro-economic context.

The Bank of Portugal projects that the Portuguese economy grew by 4.9 per cent. in 2021 and will grow by 4.9 per cent. in 2022, followed by a more moderate pace of expansion in 2023 and 2024, of 2.9 per cent. and 2.0 per cent. respectively (Source: Bank of Portugal, *Economic Projections*, March 2022).

Over the last couple of years, the coronavirus ("**COVID-19**") outbreak has had a severe impact on the global economy which was acutely felt in Portugal, as it was already facing internal challenges linked to the continuing weak situation of the Portuguese banking system and the lack of availability of credit. Recent and ongoing turbulent developments between Russia and Ukraine are of great concern and now represent one of the main uncertainties for the global economy with severe impacts in several countries including Portugal, such as by way of rising commodity prices.

The outlook for euro area activity and inflation has become very uncertain and will crucially depend on how the Russian war in Ukraine unfolds, on the impact of current sanctions and on possible further measures. Soaring energy prices and negative confidence levels imply significant headwinds to domestic demand in the near term, while the announced sanctions against Russia and Belarus and sharp deterioration in the prospects for these economies are expected to weaken euro area trade growth. Based on the assumption that the current disruptions to energy supplies and negative impacts on confidence linked to the Russia-Ukraine conflict are temporary and that global supply chains are not significantly affected, the projections still foresee a significant negative impact on euro area growth in 2022; however, in medium term, growth is projected to converge towards historical average rates, despite a less supportive fiscal stance and an increase in interest rates in line with the technical assumptions based on financial market expectations. Overall, real gross domestic product growth is projected to average 3.7 per cent. in 2022, 2.8 per cent. in 2023 and 1.6 per cent. in 2024 (Source: ECB, *staff macroeconomic projections for the euro area*, March 2022).

Factors such as interest rates, security prices, credit spreads, liquidity spreads, exchange rates, consumer spending, changes in client behaviour, business investment, real estate values and private equity valuations, government spending, inflation or deflation, the volatility and strength of the capital markets, political events and trends, war, terrorism, pandemics and epidemics or other widespread health emergencies (such as COVID-19, in relation to which see the risk factor entitled "*The COVID-19 pandemic and potential similar future outbreaks have had, and may continue to have, an adverse effect on the Issuers*" below) all impact the economy and financial markets, whether directly or indirectly, including by increasing the sovereign debt of certain countries, intensifying volatility and widening credit spreads, which could in turn have a material adverse effect on the Issuers' business, results and financial condition and their ability to access capital and

liquidity on acceptable financial terms.

**The COVID-19 pandemic and potential similar future outbreaks have had, and may continue to have, an adverse effect on the Issuers**

The spread of COVID-19 from late December 2019 onwards proceeded at such a rapid pace that on 11 March 2020, the World Health Organization confirmed that its spread and severity had escalated to the point of a pandemic. The initial stage of the pandemic was marked by national and international authorities implementing numerous measures to try to contain the virus, such as travel bans and restrictions, curfews, lockdowns, quarantines and shutdowns of businesses and workplaces, which led to materially increased volatility and declines in financial markets and the significant worsening of the macro-economic outlook.

Nonetheless, over time businesses, households and politicians have learnt to adapt to the pandemic environment, such that the re-introduction of social mobility restrictions to counter the subsequent waves of infections have had a smaller economic impact. Against the background of a more benign economic outlook, uncertainty regarding the evolution of the virus remains nevertheless high and there is a risk that the impact of COVID-19 on health as well as the global economy and financial markets could become more severe once again if vaccine-resistant strains of the virus emerge, resulting in further social mobility restrictions and business shutdowns.

In addition, certain adverse consequences of the pandemic continue to impact the macro-economic environment and may persist for some time, including labour shortages and disruptions of global supply chains, that are contributing to rising inflationary pressures.

The worsening of the current situation and any potential similar future outbreaks may have an adverse effect on the Issuers' counterparties and/or clients, resulting in additional risks in the performance of the obligations assumed by them towards the Issuers, as and when the same fall due, and ultimately exposing the Issuers to an increased number of defaults and insolvencies among their counterparties and/or clients. Any of these factors could have an adverse effect on the Issuers' profits and financial position, thereby affecting the Issuers' ability to make the payments under the Notes.

**The BST Group is constrained in its ability to obtain funding in the capital markets and may depend on the ECB for funding and liquidity**

The European Central Bank ("ECB") currently makes funding available to European banks that satisfy certain conditions, including pledging eligible collateral. The financing obtained from the ECB, as at 31 December 2021, in the amount of EUR 7.5 billion, was entirely based on long-term operations, through the targeted longer-term refinancing operations ("TLTROs") programme. Net exposure to the Eurosystem stood at EUR 0.6 billion as at 31 December 2021 (compared to EUR 2.9 billion as at 31 December 2020).

As at 31 December 2021, the BST Group's portfolio of securities eligible for rediscount with the ECB was of EUR 19.8 billion, compared to EUR 18.4 billion as at 31 December 2020.

The ECB establishes the valuation and eligibility criteria that eligible securities must meet in order to be used in repo transactions with financial institutions. Downgrades of the credit rating of Portugal or Portuguese companies, or changes to the valuations or eligibility criteria, can have a negative impact on the portfolio of securities eligible for that purpose and reduce the liquidity lines available from the ECB. The amount of ECB funding is tied to the value of collateral provided. If the value of the BST Group's assets declines, the amount of funding it can obtain from the ECB will also decline.

The curtailment or termination of liquidity operations by the ECB, including the end of the ECB's longer-term refinancing operations programme without a substitute or transitional measure, would force the BST Group to substitute its financing from the ECB with other potential sources of funding under unfavourable conditions or force the BST Group to dispose of its assets, potentially with a high discount to their book values, in order to comply with its obligations. In addition, changes to the ECB's standards of eligible collateral, including removing asset classes from the pool of eligible assets or increasing minimum rating requirements of eligible assets, could result in certain instruments not being eligible as collateral for ECB funding purposes. The BST Group's access to such funding could be reduced and the cost of funding could increase. The occurrence of any of these events could have a material adverse effect on the Issuers' business activities, financial condition and results of operations.

On 7 March 2019, a third series of TLTROs was launched ("TLTRO III") consisting of a series of ten TLTROs each with a maturity of three years, starting in September 2019 at a quarterly frequency. Borrowing rates in these operations can be as low as 50 basis points below the average interest rate on the deposit facility over the period from 24 June 2020 to 23 June 2022, and as low as the average interest rate on the deposit facility calculated over the life of the respective TLTRO III during the rest of the life of the same operation.

Bearing in mind that the measures announced since 12 March 2020 are only temporary and specifically aimed at tackling the impact of the COVID-19 pandemic on the real economy, the duration, extent and continued existence of ECB liquidity support cannot be predicted. If it were to be withdrawn or reduced, the Issuers would need to find alternative sources of funding, which may not be as attractive or even available.

The BST Group has been introducing measures to diversify its financing sources beyond the ECB and has been implementing a deleveraging process by attempting to increase customer funds and reduce customer loans, having resumed its financing in the capital markets through the issue of covered bonds. This situation represents a risk of increased financing costs, particularly considering the significant difference between the ECB funding cost and the cost of collecting deposits and financing operations in the market, which may not be completely offset by the process of repricing loans.

### **The Issuers' activity is subject to market risk**

The Issuers' net income from their assets and liabilities may be adversely impacted due to the materialisation of market risks. The most significant market risks the Issuers face include interest rate, inflation, foreign exchange and bond and equity price risks. Changes in interest rate levels, yield curves and spreads may affect the interest rate margin, which is the difference between lending and borrowing costs. Current structural market conditions, with low/negative interest rates and increased medium-term funding costs, may negatively impact the Issuers' operating income.

The Issuers' results of operations depend on the level of their net interest income, which is the difference between interest income from interest-earning assets and interest expense on interest-bearing liabilities. Interest rates are highly sensitive to many factors beyond the Issuers' control, including deregulation of the financial sector, monetary policies, domestic and international economic and political conditions among other factors (see the risk factor entitled "*Volatility in interest rates or monetary policy could adversely affect the Issuers' business*" below).

Changes in exchange rates affect the value of assets and liabilities denominated in foreign currencies and may affect income from foreign exchange dealing. In the ordinary course of their business, the Issuers only have a small percentage of their assets and liabilities denominated in currencies other than the euro. Fluctuations in the value of the euro against other currencies may positively or adversely affect the Issuers' profitability. The value of the euro against the U.S. dollar may affect earnings from the Issuers' international operations. These foreign exchange fluctuations and the performance of financial markets may cause changes in the value of the Issuers' investment and trading portfolios and may adversely impact the Issuers' business. The Issuers have implemented risk management policies to mitigate and control these and other market risks to which the Issuers are exposed and such exposures are constantly measured and monitored. However, it is difficult to accurately predict changes in economic or market conditions and to anticipate their effects on the Issuers' business activity, financial condition and the results of their operations.

The Issuers currently engage in various treasury activities for their own account, including placing euro and foreign currency-denominated deposits in the inter-bank market and trading in the primary and secondary markets for government securities. Proprietary trading includes taking positions in the fixed income and equity markets using cash, derivative products and financial instruments. Although the Issuers' level of engagement in such activities is limited, proprietary trading involves a degree of risk. Future proprietary trading results will in part depend on market conditions and any losses experienced by the Issuers could adversely affect their business activities, financial condition and results of operations.

### **The Issuers are exposed to the depreciation of real estate assets**

Mortgage lending represented around 50.5 per cent. of BST's credit portfolio at the end of December 2021 (compared with 48.4 per cent. at the end of December 2020). Therefore, the Issuers are highly exposed to the Portuguese real estate market, both directly through assets related to their operations or obtained in lieu of payment, and indirectly through properties securing loans or the funding of real estate promotion projects. This makes the Issuers vulnerable to house prices in Portugal and to a depression in the Portuguese real estate market, as it could lead to reduced recoveries on real estate assets held as collateral in the event of customer default.

The residential real estate market in Portugal in general, or in any particular region, may from time to time suffer from a decline in economic conditions, notably increased unemployment and disruption in the mortgage lending market and in the housing markets and, consequently, the Issuers may experience higher rates of default on mortgage loans. In addition, adverse weather conditions, natural disasters, fires or widespread health crises (such as the COVID-19 pandemic), or the fear of such crises, may weaken economic conditions and lead to a decline in the value of real estate located in regions affected by such events. This may reduce



the financial resources available for individuals and businesses to purchase or invest in real estate property and for individuals to service their mortgage loans, which may have a material adverse effect on the Issuers' business activities, financial condition and results of operations.

Economic or political developments beyond the Issuers' control or a significant devaluation of prices in the Portuguese real estate market may increase non-performing loans and decrease the value of the BST Group and the SGPS Group's loan portfolio. This scenario could lead to impairment losses in the assets held directly by the Issuers and lower recovery on mortgage loans in cases where mortgage loans need to be enforced and the relevant properties sold to satisfy the Issuers' credit entitlements. The occurrence of any of these events could have a material adverse effect on the Issuers' business activities, financial condition and results of operations.

**Because the Issuers operate in highly competitive markets, including their home market, they may not be able to increase or maintain their market share, which may have an adverse effect on their results**

Although the Issuers believe that they hold a strong position, there is substantial competition in the markets in which the Issuers operate (including, among others, banking, leasing, insurance, investment banking, specialised credit and asset management). Customer loyalty and retention can be influenced by a number of factors, including brand recognition, reputation, relative service levels, the prices and attributes of products and services, scope of distribution, credit ratings and actions taken by existing or new competitors (including non-bank or financial technology competitors). A decline in the Issuers' competitive position could adversely impact their ability to maintain or further increase their market share, which would in turn adversely affect their results.

The principal competitors of the BST Group and the SGPS Group in the banking sector (ranking in terms of assets as at 31 December 2021) are Caixa Geral de Depósitos, S.A. ("**CGD**"), the Millennium BCP Group, the Novo Banco Group and the BPI Group.

Competition could also increase due to the market entry of new players with new operating models who are not burdened by potentially costly legacy operations. These new competitors may use new technologies, advanced data and analytic tools, and have a lower cost to serve, reduced regulatory burden and/or faster processes to challenge traditional banks. Technological developments have accelerated the adoption of new business models and the Issuers may not be successful in adapting to this rapid pace of change or may incur significant costs as a result. In particular, the emergence of disintermediation in the financial sector, resulting from new banking, lending and payment solutions offered by rapidly evolving incumbents and new challengers, particularly with respect to payment services and products, and the introduction of disruptive technology, may impede the Issuers' ability to grow or retain their market share with a resulting impact on their revenues and profitability.

**The Issuers may be unable to issue certain own funds and eligible liability instruments and therefore be either unable to meet their capital requirements/MREL or required to meet their capital requirements/MREL through more costly instruments**

The Issuers can issue Additional Tier 1 or Tier 2 instruments to meet their minimum total capital ratio requirement or other regulatory eligible instruments to meet the minimum requirement for own funds and eligible liabilities ("**MREL**"). However, these instruments may be viewed by investors as riskier than other debt instruments, primarily due to the risk of capital losses, missed coupon payments, conversion into capital instruments and lack of available distributable items. Investor appetite for these instruments may thus decline in the future, which could render the Issuers unable to place them in the market. In this case, the Issuers would have to issue Common Equity Tier 1 ("**CET1**") capital to meet the above mentioned regulatory requirements or issue Additional Tier 1, Tier 2 or other regulatory eligible instruments that would entail an associated coupon expense which may have a material adverse effect on the Issuers' business, financial condition, results of operations and prospects.

Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending Directive 2014/59/EU on the ranking of unsecured debt instruments in the insolvency hierarchy was transposed into the Portuguese legal framework by Law no. 23/2019 of 13 March 2019, which, in addition to governing the position of unsecured debt instruments in the insolvency hierarchy and providing greater legal certainty to the issuance of non-preferred debt, also confers a preferential claim to all deposits vis-a-vis senior debt.

The Issuers have been notified in December 2021 by the Bank of Portugal of the Single Resolution Board's decision on the determination of the MREL requirements to be met by SGPS, on a consolidated basis, in terms of the total risk exposure amount ("**TREA**") and the leverage ratio exposure ("**LRE**"), in the following terms:

Requirement in terms of TREA			Requirement in terms of LRE		
	2022	2024		2022	2024
<b>MREL Total</b>	17.43%	20.43%	<b>MREL Total</b>	6.88%	7.65%
<b>MREL Subordinated</b>	17.05%	19.28%	<b>MREL Subordinated</b>	6.88%	7.65%

One of the main objectives of the EU Banking Reforms is to implement the TLAC (as defined below) standard and to integrate the TLAC requirement into the general MREL rules (the “**TLAC/MREL Requirements**”), thereby avoiding duplication from the application of two parallel requirements. Although TLAC and MREL pursue the same regulatory objective, they are constructed differently. The EU Banking Reforms integrate the TLAC standard into the existing MREL rules to ensure that both requirements are met with largely similar instruments, with the exception of the subordination requirement, which will be partially institution-specific and determined by the resolution authority. Under the EU Banking Reforms, institutions such as BST would continue to be subject to an institution-specific MREL requirement, which may be higher than the Pillar 1 TLAC/MREL Requirements for Global Systematically Important Institutions (“**G-SIIs**”) contained in the EU Banking Reforms. Although the specific MREL requirements may vary depending on the characteristics of the credit entity (they apply to the resolution institution or resolution group, as entities subject to resolution following a Single Point of Entry or Multiple Point of Entry resolution strategy) and the resolution process, BRRD2 together with CRR II (as defined below) introduced a relevant change in compliance with MREL, which now includes two ratios: (i) a risk ratio (percentage of total Risk Weighted Assets (“**RWA**”) of the resolution entity) and (ii) a non-risk ratio (percentage of the resolution entity's total leverage exposure), and empower the relevant resolution authority to authorise or require (a) compliance with additional CET1, Additional Tier 1 or Tier 2 capital ratios (not foreseen in the previous MREL rules) and (b) that a certain level of senior liabilities issued by the resolution entity be subject to bail-in.

The EU Banking Reforms introduced limited adjustments to the existing MREL rules, ensuring technical consistency with the structure of any requirements for G-SIIs. Implementation of the TLAC/MREL Requirements were phased-in from 1 January 2019 (a 16 per cent. minimum TLAC requirement) to 1 January 2022 (an 18 per cent. minimum TLAC requirement). The EU Banking Reforms provide that a bank's failure to comply with its TLAC/MREL Requirements should be addressed by the relevant authorities based on their powers to address or remove impediments to resolution, the exercise of their supervisory powers and their power to impose early intervention measures, administrative penalties and other measures. If there is a shortfall in an institution's level of eligible liabilities and own funds, and its own funds are otherwise contributing to the “combined buffer requirement”, those funds will be automatically used to meet the institution's MREL requirement instead. This may prevent the institution from meeting its “combined buffer requirement”. Such failure, considered in addition to the TLAC/MREL Requirements, would require such institution to calculate its maximum distributable amount (“**Maximum Distributable Amount**”) in accordance with CRD IV (as defined below), with the relevant resolution authority imposing (subject to a potential 9 months grace period) restrictions to making (i) distributions relating to CET1 capital, (ii) payments in respect of variable remuneration or discretionary pension revenues, and (iii) distributions relating to Additional Tier 1 instruments (“**Discretionary Payments**”) above the Maximum Distributable Amount.

These measures have the objective of safeguarding financial stability, by strengthening the resilience of the financial sector and preventing systemic risk. As such, upon the transposition of the EU Banking Reforms, the Issuers must fully comply with their “combined buffer requirement” in addition to its TLAC/MREL Requirements. Failure to comply with these buffers implies restrictions on Discretionary Payments as well as an obligation to submit to the competent authorities a capital conservation plan within five business days of the breach.

#### **Liquidity risks resulting from the Issuers' short-term liabilities towards their customers and new liquidity requirements may affect the Issuers' profitability and lead to an increase in their financing costs**

The Issuers' primary source of funds has traditionally been their retail deposit base (savings, current and term deposits). The Issuers' other funding sources include medium and long-term bond issues, commercial paper and medium-term structured products, as well as receivables originated for some securitisation transactions still in place. The Issuers have also borrowed money in the money markets. In a scenario where Issuers are unable to access wholesale market funding for short, medium or long-term funding, their liquidity operations with the ECB become increasingly important.

Since the Issuers rely on the aforementioned sources for funding, there is no assurance that, in the event of a sudden or unexpected shortage of funds in the market in which they operate, the Issuers will be able to maintain their levels of funding without incurring higher funding costs or resorting to the liquidation of certain assets.

Basel III recommendations endorse the implementation of short and medium/long-term liquidity coverage ratios, known as Liquidity Coverage Ratio (“**LCR**”) and Net Stable Funding Ratio (“**NSFR**”). The LCR addresses the sufficiency of high quality liquidity assets to meet short-term liquidity needs in a severe stress scenario.

The LCR of BST, computed in line with the CRD IV standards, was 131.6 per cent. as at 31 December 2021. BST does not yet disclose its NSFR given that the applicable calculation rules are not fully regulated by the competent regulatory authorities. The final definition of NSFR, approved by the Basel Committee in October 2014, has not yet come into effect, although it has already been introduced into the CRR. A management limit of 100 per cent. on an ongoing basis was defined.

The Issuers’ fulfilment of liquidity ratios may lead to the constitution of portfolios with high liquidity assets but low profitability. It may also lead to an increase in their financing costs, since the ratios favour long-term over short-term financing. These changes may have a negative impact on the Issuers’ results of operations.

### **The impact on the Issuers of the resolution measures in Portugal cannot be anticipated**

Following the Bank of Portugal’s decision on 3 August 2014 to apply a resolution measure to Banco Espírito Santo, S.A. (“**BES**”), most of its business was transferred to Novo Banco, S.A., a bridge bank specifically set up for that purpose and capitalised by the resolution fund – as created by Decree-Law 31- A/2012 of 10 February 2012 (the “**Portuguese Resolution Fund**”).

On 20 December 2015, the Bank of Portugal applied a resolution measure to Banif, which resulted in BST’s acquisition of a set of rights and obligations, comprised of assets, liabilities, off-balance sheet items and assets under the management of Banif. This operation involved an estimated public support of EUR 2,255 million to cover future contingencies, of which EUR 489 million were supported by the Portuguese Resolution Fund and EUR 1,766 million directly by the Portuguese State. Banif was sold to BST for EUR 150 million on 20 December 2015.

The Portuguese Resolution Fund is funded by contributions from its participating institutions (including BST) and from the Portuguese banking sector – with an initial share capital of EUR 4.9 billion. Of this amount, EUR 300 million corresponded to the Portuguese Resolution Fund’s own financial resources, EUR 3.9 billion resulted from a loan granted by the Portuguese State, and EUR 700 million from a loan granted by credit institutions that are members of the Portuguese Resolution Fund, including the Issuers. As of 31 December 2021, BST had financed EUR 233.8 million of this syndicated loan, which corresponds to 19.9 per cent. thereof. The Issuers’ pro rata share in the Portuguese Resolution Fund will vary from time to time according to the Issuers’ liabilities and own funds, when compared to the other institutions participating in the Portuguese Resolution Fund. Contributions to the Portuguese Resolution Fund are adjusted to reflect the risk profile, systemic relevance and solvency position of each participating institution. This number varies over time and it is thus difficult to determine the Issuers’ exact participation at any given point in time.

The periodic contributions to the Portuguese Resolution Fund are determined by the application of a contributory rate to the end of month outstanding balance of liabilities, deducted by own funds and deposits already included in the deposit guarantee scheme. Pursuant to Bank of Portugal’s Instruction (*Instrução*) 22/2021 for 2022, the rate has been set at 0.057 per cent.

The final impact on the Issuers of the resolution measures applied to BES and/or Banif, or of any other resolution measure applied, cannot be anticipated.

### **Operational risks, such as systems disruptions or failures, security breaches, cyber-attacks, human error, changes in operational practices, inadequate controls, including in respect of third parties with which the Issuers do business, may adversely impact their reputation, business and results**

The Issuers face the risk of the design and operating effectiveness of their controls and procedures being inadequate. Operational risks are inherent to the Issuers’ business because their consolidated operations are highly dependent on computerised record-keeping, financial reporting and other systems, including point of sale monitoring and internal accounting systems, particularly following the centralisation of the Issuers’ information technology systems. Increased digital interconnectivity across the BST Group and the SGPS Group, their respective customers and suppliers, and the need for resilient IT systems, including hardware, software, cloud computing services and cyber-security, remains an evolving risk to financial institutions,

including the Issuers. Consequently, the Issuers continually monitor these risks using advanced administrative and information systems and have insurance coverage for certain operational risks.

The Issuers routinely transmit, receives and stores personal, confidential and proprietary information by email and other electronic means. Although the Issuers safeguard their systems and processes, losses may result from under-trained or under-skilled personnel, IT failures, illegitimate access, cyber-attacks, inadequate or failed internal control processes and systems, regulatory or security breaches, human error, employee misconduct including fraud, natural disasters or other external events that interrupt normal business operations. Such losses may adversely affect their reputation, business and results.

The Issuers are subject to increasing regulatory requirements, including those foreseen in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, repealing Directive 95/46/EC, as amended (the General Data Protection Regulation ("**GDPR**")), which entered into force on 25 May 2018. The implementation and compliance with this regulation (and any additional national legislation passed in the context of the GDPR, including Law no. 58/2019, of 8 August) is complex and entails significant costs and time, given that the GDPR has introduced substantial changes to data protection standards.

The Issuers' reputation is one of their most important assets and contributes to their ability to attract and retain customers and conduct business with their counterparties. Reputational risk is the probability of negative impacts on the Issuers due to an unfavourable public image of the Issuers among their customers, suppliers, analysts, employees, investors, the media, any other bodies with which the Issuers interact, and the public in general.

Reputational issues may arise from the breach (or perceived breach) of legal and regulatory requirements, potential conflicts of interest, operational failures, unethical behaviour and lack of commitment to environmental, social and governance considerations.

Although the Issuers continually monitor this risk, they cannot assure potential investors that they will be able to foresee the occurrence of reputational issues and avoid its negative consequences. Any failure to address reputational risks or any other relevant issues appropriately could make customers, depositors and investors unwilling to do business with the Issuers, which could adversely affect their business, financial condition and results of operations and could damage their relationships with their regulators.

**The Issuers are exposed to the risk of their customers being unable to meet their commitments as and when they fall due**

Risks arising from adverse changes in credit quality and the recoverability of loans and amounts due from counterparties are inherent in the Issuers' businesses (see the risk factor entitled "*The inability of counterparties to meet their financial obligations or the Issuers' inability to fully enforce their rights against counterparties could have a material adverse effect on the Issuers' results*"). The Issuers are particularly exposed to the risk of their customers being unable to meet their commitments as and when they fall due. If the value of the collateral securing the Issuers' loan portfolio declines, the Issuers will be exposed to a higher credit risk and increased risk of non-performing loans. The Issuers cannot guarantee adequate proceeds from collateral disposals to cover any loan losses.

As at 31 December 2021, the non-performing exposure ratio (as per the European Banking Authority ("**EBA**") definition) represented 2.3 per cent. of the total credit portfolio (compared to 2.6 per cent. as at 31 December 2020) and the non-performing exposure coverage ratio stood at 81 per cent. (compared to 72.3 per cent. as at 31 December 2020).

The Issuers cannot guarantee an adequate level of provisions and other reserves and that they will not have to take additional provisions for possible impairment losses in the future.

**Risks relating to the rules governing the formation of impairments and provisions could adversely affect the Issuers' results, financial condition or regulatory capital position**

IFRS 9 'Financial Instruments' became effective on 1 January 2018 and resulted in loan loss provisions being recognised earlier, on a more forward-looking basis and including a broader scope of financial instruments than was previously the case under IAS 39. IFRS 9 introduced new requirements as regards (i) classification and measurement of financial assets and liabilities, (ii) measurement and recognition of credit impairment on financial assets through an expected-loss model, and (iii) hedge accounting. The Issuers adopted IFRS 9, using the modified retrospective transition regime, which allowed them not to restate comparable amounts and register the cumulative effects of the appreciation of financial assets and liabilities against retained earnings. These effects resulted primarily from the recognition of expected loan losses, the revaluation of units and equity instruments at fair value and changes in the classification of financial assets in the Issuers' business

model. Any change in the applicable requirements of IFRS 9, including as a result of choices made by the Issuers, could have a material adverse effect on their results of operations.

As a result of applying IFRS 9, there may be a material impact on the models used to calculate loan loss provisions under IFRS 9, which may cause more volatility in, or higher levels of, loan loss provisions, any of which could adversely affect the Issuers' results, financial condition or regulatory capital position.

### ***Risks relating to the financial markets***

#### **The inability of counterparties to meet their financial obligations or the Issuers' inability to fully enforce their rights against counterparties could have a material adverse effect on the Issuers' results**

The Issuers' business operations involve entering into contractual arrangements with customers, suppliers, financing partners, reinsurers, trading counterparties, securities lending and repurchase counterparties, counterparties under swaps, credit default and other derivative contracts, clearing agents, exchanges, clearing houses and other financial intermediaries, which expose the Issuers to counterparty risks.

Counterparties' failure to comply with their obligations towards the Issuers due to bankruptcy, lack of liquidity, economic downturns, inflation rates, low oil or other commodity prices, operational failure or other factors, or even rumours of potential default, could have a material adverse effect on the Issuers' results, financial condition and liquidity.

The Issuers execute a high volume of transactions with customers and counterparties in the financial services industry, including brokers and dealers, commercial and investment banks, mutual and hedge funds, insurance companies, institutional clients, futures clearing merchants, swap dealers, among others, resulting in large periodic settlement amounts and potential credit exposure to one or more such counterparties or customers. As such, the Issuers could face concentration risk with respect to liabilities or amounts they expect to collect from specific counterparties and customers.

The Issuers are also subject to the risk of their rights against third parties not being enforceable in all circumstances. Deterioration in the credit quality of third parties with securities or obligations held by the Issuers could result in losses and/or adversely affect their ability to rehypothecate or otherwise use those securities or obligations for liquidity purposes. A significant downgrade in their counterparties' credit ratings could also have a negative impact on the Issuers' income and risk weighting, leading to increased capital requirements. The termination of contracts and the foreclosure on collateral could subject the Issuers to claims, keeping in mind that bankruptcies, downgrades and disputes with counterparties as to the valuation of collateral tend to increase in times of market stress and illiquidity. Any of these developments or losses could materially and adversely affect the Issuers' business and results.

#### **Volatility in interest rates or monetary policy could adversely affect the Issuers' business**

Interest rates are highly sensitive to many factors beyond the Issuers' control, including the deregulation of the financial sector, monetary policies, and both domestic and international economic and political conditions. The Issuers' results of operations, financial condition and return on capital are affected by volatility in interest rates.

In an environment of increasing interest rates, borrowers seeking to avoid increased monthly payments by refinancing their mortgage loans may no longer be able to do so at comparably low interest rates. Conversely, a prolonged period of low interest rates could reduce incentives for the Issuers' customers to save, reducing the Issuers' funding from deposits.

Since 2021, inflationary pressures have intensified as a result of a number of factors, including the revitalisation of demand for consumer goods, labour shortages and supply chain issues, which in turn have affected fiscal and monetary policies. Some of the risks that could negatively affect the economies and financial markets of the regions where the Issuers operate are (i) the increase in energy prices that can lead to further inflationary pressures; (ii) the breakdown of global supply chains; (iii) excess liquidity and low interest rates, which can fuel further inflationary pressures; and (iv) tightening of monetary and public deficit policies.

In 2022, the Russia-Ukraine conflict has contributed to an inflationary environment and to further increases in the prices of energy, oil and other commodities and volatility in financial markets globally.

Changes in market interest rates or volatility may affect the interest rates charged by the Issuers on their interest earning assets differently from the interest rates they pay on their interest-bearing liabilities. This puts pressure on the Issuers' net interest income and margins and could adversely affect their business and financial performance.

## **Legal and Regulatory risks**

**The Issuers are subject to the European recovery and resolution framework, which dictates the procedures and measures available for any resolution of the Issuers, including the bail-in tool**

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, as amended, the “**BRRD**”). The BRRD aims to equip national authorities with harmonised tools and powers to promptly tackle crises in banks and investment firms and to minimise costs for taxpayers. These 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, including bail-in, which are intended to ensure the continuity of essential services and manage the failure of a credit institution in an orderly way; these tools may be used when the authorities consider an institution’s failure has become highly likely and a threat is posed to public interest.

The BRRD was implemented in Portugal by a number of legislative acts, including Law no. 23-A/2015, of 26 March, as amended, which have amended the Portuguese Legal Framework of Credit Institutions and Financial Companies (hereinafter, “**RGICSF**”) (enacted by Decree-Law 298/92, of 31 December, as amended), including the requirements for the application of preventive measures, supervisory intervention and resolution tools to credit institutions and investment firms in Portugal.

The implementation of resolution measures must pursue any of the following objectives:

- Ensure the continuity of essential financial services;
- Prevent serious consequences to financial stability;
- Safeguard public treasury and taxpayers’ interests by minimising the use of public funds;
- Safeguard depositors and investors' confidence; or
- Protect the funds and assets held for and on behalf of clients and related investment services.

For the purposes of applying resolution measures, an institution is considered to be failing or likely to fail when, in the near future:

- The institution is, or is likely to be, in breach of its requirements for maintaining its licence;
- The institution’s assets have or are likely to become lower than its liabilities;
- The institution is, or is likely to be, unable to pay its debt as it falls due; or
- Extraordinary public financial support is required.

Upon the entry into force, on 1 January 2016, of Regulation (EU) no. 806/2014, of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund, amending Regulation (EU) No 1093/2010 (“**SRM Regulation**”), as amended from time to time, the Bank of Portugal’s powers as resolution authority in relation to certain credit institutions, including the Issuers, were transferred to the resolution authority within the Banking Union established by the SRM Regulation - the “**Single Resolution Board**”.

The resolution measures that can be implemented by the resolution authority, either individually or in conjunction, are, notably:

- (i) Sale of business tool: transfer to a purchaser, by decision of the resolution authority, of shares or other ownership instruments or of some or all rights and obligations, corresponding to assets, liabilities, off-balance sheet items and assets under management, of the institution under resolution, without the consent of its shareholders or of any third party other than the acquirer;
- (ii) Bridge institution tool: establishment of a bridge institution by the resolution authority, to which shares or other ownership instruments or some or all rights and obligations, corresponding to

- assets, liabilities, off-balance sheet items and assets under management, of the institution under resolution are transferred without the consent of its shareholders or of any third party;
- (iii) Asset separation tool (to be used only in conjunction with another resolution measure): transfer, by decision of the resolution authority, of rights and obligations, corresponding to assets, liabilities, off-balance sheet items and assets under management, of an institution under resolution or of a bridge institution to one or more asset management vehicles, without the consent of the shareholders of the institutions under resolution or of any third party other than the bridge institution. Asset management vehicles are legal persons fully or partially owned by the relevant resolution fund;
- (iv) Bail-in tool: write-down or conversion by the resolution authority of certain obligations of an institution under resolution, as defined under the applicable law (other than, for instance, covered deposits and secured obligations, such as covered bonds). In exceptional circumstances, when the bail-in tool is implemented, the resolution authority may exclude or partially exclude certain liabilities from the application of the write-down or conversion powers. This exception shall apply when strictly necessary and proportionate and shall fall under the specific requirements provided by law. Resolution measures may be applied to institutions if the resolution authority considers that an institution and/or certain other members of the institution's group meet the following conditions ("**Resolution Conditions**"): (a) they are failing or likely to fail, (b) there is no reasonable prospect that such failure will be avoided within a reasonable timeframe by the adoption of measures by the institution and/or certain other members of its group, the application of early intervention measures or of a Non-Viability Loss Absorption Measure (as defined below), (c) a resolution action pursues any of the public interests listed below and (d) which would not be pursued more effectively by the commencement of winding-up proceedings against the relevant institution.

When applying any resolution measure, the resolution authority shall ensure that an institution's first losses are borne by its shareholders, followed by its creditors (except depositors covered by a deposit guarantee scheme), in an equitable manner and in accordance with the order of priority of the various classes of creditors under normal insolvency proceedings. Resolution measures are not subject to the prior consent of an institution's shareholders or of the contractual parties related to assets, liabilities, off-balance sheet items and assets under management to be sold or transferred. These actions may have a direct impact on shareholders and on the BST Group's expected returns and an indirect impact through changes to the institution's business activities.

If an order were to be made under the RGICSF currently in force in respect of an entity (including the Issuers), such action may affect the entity's ability to satisfy its existing contractual obligations (including limiting its capacity to meet repayment obligations). The use of resolution tools could result in the cancellation, modification or conversion of any unsecured portion of the liability in respect of the Notes and/or in other modifications to the Terms and Conditions of the Notes and/or the Programme Documents.

The bail-in resolution tool may be used alone or in combination with other resolution tools, where the resolution authority considers that an institution meets the Resolution Conditions. This empowers the resolution authority to write down certain claims of unsecured creditors of a failing institution and/or to convert certain unsecured debt claims into equity, potentially subject to any future application of the general bail-in tool.

Although there are pre-conditions for the exercise of the bail-in power, there remains uncertainty regarding the specific factors which the relevant resolution authority may consider in deciding whether or not to exercise the bail-in power with respect to the relevant financial institution and/or securities issued by that institution.

In addition to the resolution tools described above, the RGICSF further empowers the resolution authorities to permanently write-down or convert relevant capital instruments into equity (CET1 instruments) capital instruments such as Tier 2 instruments and Additional Tier 1 capital instruments at the point of non-viability of an institution or such institution's group and before any other resolution action has been taken (the "**Non-Viability Loss Absorption Measure**"). Under the RGICSF, the point of non-viability is when any of the following conditions are met:

- the resolution authority determines that an institution or its group meets any of the Resolution Conditions and no resolution measure has been applied yet;
- the resolution authority determines that an institution or its group will no longer be viable unless the relevant capital instruments are written-down or converted; or
- extraordinary public support is required and without such support the institution would no longer be viable.

The write-down and conversion tools may be exercised independently of, or in combination with, the resolution tool. The implementation of write-down or conversion tools in relation to any of the BST Group's entities could have a material adverse impact on the Issuers' business, financial condition and results of operations. Furthermore, where capital instruments are converted into equity securities under the mandatory conversion tool, those equity securities may be subject to bail-in powers in resolution, resulting in their cancellation, significant dilution or transfer away from their investors.

The exercise of any resolution powers under the RGICSF and/or any write-down or conversion into equity could adversely affect the rights of Noteholders, the price or value of their investment in the Notes and/or the Issuers' ability to satisfy their obligations under the Notes. Prospective investors in the Notes should consider the risk of losing their full investment, including principal and any accrued interest, if resolution measures are applied.

**The Issuers are subject to complex regulation, including regulatory capital and liquidity requirements, which may change**

The Issuers operate in a highly regulated industry and, accordingly, could be adversely affected by regulatory changes in Portugal, the EU or foreign countries in which they operate. Although the Issuers work closely with their regulators and continually monitor this situation, future changes in regulation, taxation or other policies can be unpredictable and are beyond their control. Extensive regulation by the ECB, the EBA and the Bank of Portugal could hinder the Issuers' growth by increasing compliance costs and/or reducing profitability.

The implementation in the EU of Basel III has led to the approval of the package comprised of Directive 2013/36/EU (as amended, the "**CRD IV**"), implemented in Portugal by Decree-Law 157/2014, of 24 October 2014, and 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, amending Regulation (EU) no. 648/2012 (as amended, the "**CRR**", and, together with the CRD IV, "**CRD IV/CRR**"). The CRD IV/CRR reinforced the capital requirements of banks, imposing different minimum capital ratios (e.g. CET1 ratio, Tier 1 ratio and total ratio), and changed the definition of regulatory capital. The CRD IV includes general rules, supervision powers and requirements relating to wages, governance and disclosure, having also introduced the following additional capital buffers, to be met with CET1:

- (a) capital conservation buffer of 2.5 per cent. of RWA;
- (b) countercyclical capital buffer rate of between 0 and 2.5 per cent. of RWA, pursuant to the conditions to be established by the competent authorities; and
- (c) systemic risk buffer: (i) applicable to institutions of global systemic importance - between 1 and 3.5 per cent. of RWA; (ii) applicable to other institutions of systemic importance - between 0 and 2 per cent. of RWA; and (iii) macroprudential systemic risk - between 1 and 3 per cent. or between 3 and 5 per cent. of RWA, depending on the economic situation.

While the final Basel III standards were set to be implemented starting from January 2022 with the output capital floor being phased-in, in light of the Covid-19 pandemic, implementation has been deferred by one year to January 2023 and will be phased in over the next five years.

As at 31 December 2021, BST had had a CET1 ratio and Tier 1 ratio of 26.4 per cent. and 26.4 per cent. respectively, which compares with 20.8 per cent. and 20.8 per cent. respectively in the equivalent period of 2020. For more information regarding the solvency ratios please see the section "*Description of BST – Solvency Ratios*".

In the exercise of its powers as national macro-prudential authority, the Bank of Portugal decided to set the countercyclical buffer rate at 0 per cent. of the TREA, with effect from 1 January 2016. This buffer applies to all credit exposures to the domestic private non-financial sector of credit institutions and investments firms in Portugal subject to the supervision of the Bank of Portugal or the ECB (Single Supervisory Mechanism), as applicable. The Bank of Portugal's last review of the countercyclical buffer was on 31 March 2022, having confirmed the 0 per cent. rate of the TREA for the second quarter of 2022. This decision is reviewed on a quarterly basis.

Further to a notification of the ECB, the Bank of Portugal imposed capital buffers on credit institutions identified as systemically important institutions ("**O-SIIs**"). For that purpose, on 30 November 2017, the Bank of Portugal published a table identifying the banking groups classified as O-SIIs and the respective capital buffers, as a percentage of total RWA. Simultaneously, the Bank of Portugal also published a more detailed document on the methodology for the identification and calibration of the O-SIIs buffer.

SGPS is currently in compliance with the Supervisory Review and Evaluation Process ("**SREP**"). According to the notification served by the ECB regarding minimum prudential requirements, to be fulfilled in 2022 on a



consolidated basis, the minimum own funds requirements to be observed from the referred date, calculated as a ratio of total RWA, are as follows:

	2022	Pillar 1	Pillar 2	Buffers
<b>CET1</b>	8.344%	4.500%	0.844%	3.00%
<b>T1</b>	10.125%	6.000%	1.125%	3.00%
<b>Total</b>	12.500%	8.000%	1.500%	3.00%

The buffers include the capital conservation buffer (2.5 per cent.) and the O-SII buffer (0.5 per cent.). The Pillar 2 requirement, in 2022, defined under SREP, is 1.5 per cent.

As at 31 December 2021, SGPS had a CET1 ratio of 26.4 per cent. (fully implemented), a Tier 1 ratio of 26.4 per cent., and a total capital ratio of 29 per cent., in compliance with all the capital ratios required by the ECB under SREP.

With a view to incorporating flexibility to accounting and prudential rules, the European Commission proposed a few targeted “quick fix” amendments to the EU's banking prudential rules in order to maximise banks’ ability to lend and absorb losses related to COVID-19. On 28 June 2020, Regulation (EU) 2020/873 of the European Parliament and of the Council, of 24 June, entered into force setting out exceptional temporary measures to alleviate the immediate negative impact of COVID-19 related developments, by adapting the timeline of application of international accounting standards to banks' capital, by treating more favourably public guarantees granted during this crisis, by postponing the date of application of the leverage ratio buffer, by setting a temporary prudential filter to mitigate the considerable negative impact of the volatility in central government debt markets during the COVID-19 pandemic on institutions, by modifying the exclusion of certain exposures from the calculation of the leverage ratio, by advancing the date of application of several agreed measures that encourage banks to finance employees, small and medium sized enterprises and infrastructure projects, and by aligning the minimum coverage requirements for non-performing loans that benefit from public guarantees with those benefitting from guarantees granted by official export credit agencies.

In order to comply with the applicable ratios, the BST Group may be requested in the future to issue additional liabilities subject to bail-in provisions.

The CRD IV and CRR were further strengthened by Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019, amending the CRR as regards the leverage ratio, the NSFR, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, and reporting and disclosure requirements (as amended, “**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 (as amended, “**CRD V**”). The CRR II and CRD V introduced a new market risk framework, revisions to the large exposures regime and NSFR. The NSFR is intended to ensure that institutions are not overly reliant on short-term funding. The CRR II's application is staggered, in accordance with Article 3 of the CRR II, from 27 June 2019 to 28 June 2023. The CRD V amends the CRD IV and required national transposition of the majority of its provisions by 28 December 2020.

Recent developments in the banking market suggest that even stricter rules may be applied by a new framework (“**Basel IV**”), which would require more stringent capital requirements and greater financial disclosure. Basel IV is likely to introduce higher leverage ratios, more detailed disclosure of reserves and the use of standardised models, rather than banks' internal models, for the calculation of capital requirements. 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 have also been subject to more burdensome capital and other legal requirements, as these become applicable. The BRRD2 should have been transposed into domestic laws by 28 December 2020. Certain of the BRRD2's requirements relate to the implementation of the total loss absorbing capacity (“**TLAC**”) standard, applicable from January 2022. The TLAC standard requires global systemically important banks to hold certain ratios of instruments and liabilities (as a percentage of their respective RWA), which should be available during resolution to absorb losses.

Implementation of the TLAC/MREL Requirements was phased-in from 1 January 2019 (a 16 per cent. minimum TLAC requirement) to 1 January 2022 (a 18 per cent. minimum TLAC requirement). In addition to

the above, on 26 January 2021, the European Commission launched a targeted public consultation on technical aspects of a new review of BRRD (“**BRRD III**”), the SRM Regulation (“**SRM III**”), and Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes (as amended, “**DGSD II**”). This public consultation was open until 20 April 2021 and split into two main sections: a section covering the general objectives of the review, and a section seeking technical feedback on stakeholders’ experience with the current COVID-19 crisis and framework and the need for changes in the future framework, notably regarding (i) resolution, liquidation and other available measures to handle banking crises, (ii) level of harmonisation of creditor hierarchy in the EU and impact on the ‘no creditor worse off’ principle, and (iii) depositor insurance. Further work will be needed and legislative proposals on these topics are still expected.

Consequently, the Issuers could face more intense and complex regulation, increasing their compliance costs. If the Issuers are required to raise their regulatory capital but are unable to do so on acceptable terms, they may have to reduce their RWA and possibly dispose of core or other non-core businesses in unfavourable terms, including at lower prices. Changes to the manner in which regulatory capital is calculated could adversely affect the Issuers’ current capital ratios.

In this context, a new regime that establishes the rules for banking activity (the “**Banking Activity Code**”), which aims to replace the RGICSF and transpose BRRD2 and CRD V has been subject to public consultation and is now under analysis by the Ministry of Finance. The proposed Banking Activity Code introduces changes and/or updates on matters of, among others, internal governance, conflicts of interest and related parties, non-cooperative offshore tax jurisdictions, duties of information and administrative procedures and supervisor enforcement.

The Issuers’ continued implementation of these measures may also have a significant impact on their capital and on their assets and liabilities management, as new regulations may restrict or limit the type or volume of transactions in which the Issuers participate, or introduce changes to the fees and commissions charged by the Issuers on certain loans or other products. Any of these events may have a material adverse effect on the Issuers’ business, financial condition and on the results of their operations.

#### **The EU has adopted a deposit guarantee scheme directive that may result in additional costs to the BST Group**

On 2 July 2014, Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 providing for the establishment of deposit guarantee schemes (the “**recast DGSD**”) and introducing harmonised funding requirements (including risk-based levies), protection for certain types of temporary high balances, a reduction in pay-out deadlines, harmonisation of eligibility categories (including an extension of scope to cover deposits by most companies regardless of size) and new disclosure requirements throughout the EU, entered into force. The recast DGSD was transposed into Portuguese law through Law no. 23-A/2015, of 26 March 2015, as amended by Law no. 66/2015, of 6 July 2015.

Regulation (EU) no. 806/2014, as amended, establishes uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund.

As a result of these developments, the BST Group may incur additional costs and liabilities. The indirect costs of the deposit guarantee systems may also be significant, even if they are much lower than the direct contributions to the fund, such as in the case of the costs associated with the provision of detailed information to clients about products, as well as compliance with specific regulations on advertising for deposits or other products similar to deposits.

#### **FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME**

##### ***Risks related to the structure of a particular issue of Notes***

A range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

##### **Claims of Noteholders under Senior Preferred Notes issued by SGPS are effectively subordinated to those of certain other creditors of SGPS and to creditors of SGPS’s subsidiaries**

Senior Preferred Notes issued by SGPS under the Programme will be unsecured and unsubordinated obligations of SGPS. Such Notes will rank equally with all of SGPS’s other unsecured and unsubordinated indebtedness; however, the Notes will be effectively subordinated to SGPS’s secured indebtedness, if any, to the extent of the value of the assets securing such transactions, and will be subject to certain preferential obligations under Portuguese law.

Generally, lenders and trade and other creditors of SGPS's subsidiaries are entitled to payment of their claims from the assets of such subsidiaries before these assets would be available for distribution to SGPS, as direct or indirect shareholder, which would then allow for SGPS to make payments under the Notes. Any debt that the SGPS's subsidiaries may incur in the future will also be entitled to payment, and any assets of the subsidiaries will only be available for distribution to SGPS, on the same terms.

A significant part of the BST Group's assets and revenues are generated by SGPS's subsidiaries, including BST. The subsidiaries are legally separated from SGPS and the subsidiaries' ability to make distributions to SGPS is restricted by, among other things, the availability of funds, corporate restrictions and local law. Furthermore, in the event of insolvency, liquidation or a similar event relating to one of the subsidiaries, all creditors of such subsidiary would be entitled to payment in full out of the assets of such subsidiary before SGPS, as a shareholder, would be entitled to any distributions from the subsidiary. Thus, in particular, in case of insolvency/liquidation/similar event of BST, the assets of BST will only be available to be upstreamed (if any) as shareholding distributions to SGPS (and thereby available to be used to pay SGPS creditors, including holders of SGPS Notes) after no further BST assets are required to pay BST creditors (including holders of Notes issued by BST).

**If, in relation to any particular issue of Notes, the relevant Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return**

An optional redemption feature is likely to limit the market value of Notes. During any period when the relevant Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

#### **Risks relating to Floating Rate Notes**

Floating Rate Notes (as defined in Terms and Conditions of the Notes) bear a variable interest income. A holder of a Floating Rate Note is exposed to the risk of fluctuating interest rate levels and uncertain interest income. Fluctuating interest rate levels make it impossible to determine the yield of Floating Rate Notes in advance. Interest on Floating Rate Notes may be payable plus or minus a margin.

**The interest rate on Reset Notes (as defined in Terms and Conditions of the Notes) will reset on each Reset Date, which can be expected to affect the interest payment on an investment in Reset Notes and could affect the market value of Reset Notes.**

Reset Notes will initially bear interest at the Initial Rate of Interest until (but excluding) the First Reset Date. On the First Reset Date, the Second Reset Date (if applicable) and each Subsequent Reset Date (if any) thereafter, the interest rate will be reset to the sum of the applicable Mid-Swap Rate and the First Margin or Subsequent Margin (as applicable) as determined by the Calculation Agent on the relevant Reset Determination Date and with such sum converted as described in the definition of First Reset Rate of Interest or Subsequent Reset Rate of Interest (as applicable) (each such interest rate, a "*Subsequent Reset Rate*"). The Subsequent Reset Rate for any Reset Period could be less than the Initial Rate of Interest or the Subsequent Reset Rate for prior Reset Periods and could affect the market value of an investment in the Reset Notes.

**If, in relation to any particular issue of Notes, the relevant Issuer has the right to convert the interest rate on any Notes from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned**

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

## **Inverse Floating Rate Notes will have more volatile market values than conventional Floating Rate Notes**

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as EURIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

## **Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates**

The market values of securities issued at a substantial discount (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

## **Senior Non-Preferred Notes will rank junior to the relevant Issuer's unsubordinated creditors**

The Senior Non-Preferred Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the relevant Issuer and the rights of the holders of any Senior Non-Preferred Notes will rank junior in priority of payment to the claims of all unsubordinated creditors of the relevant Issuer that are not creditors in respect of Senior Non-Preferred Obligations. Accordingly, no payments of amounts due under the Senior Non-Preferred Notes will be made to the Noteholders in the event of insolvency or winding-up of such Issuer (to the extent permitted by Portuguese law) except where all sums due from such Issuer in respect of the claims of all unsubordinated creditors of the relevant Issuer that are not creditors in respect of Senior Non-Preferred Obligations are paid in full, as more fully described in Condition 2(b). See *"The Issuers are subject to the European recovery and resolution framework, which dictates the procedures and measures available for any resolution of the Issuers, including the bail-in tool"* above.

Although Senior Non-Preferred Notes may pay a higher rate of interest than comparable Notes which benefit from a preferential ranking, there is a significant risk that an investor in Senior Non-Preferred Notes will lose all or some of its investment in the event of the voluntary or involuntary liquidation or bankruptcy of the relevant Issuer.

## **The obligations of the relevant Issuer under Subordinated Notes are subordinated**

The relevant Issuer's obligations under Subordinated Notes will be unsecured and subordinated and the rights of the holders of any Subordinated Notes will rank junior in priority of payment to the claims of all Senior Creditors (as defined in the Terms and Conditions) of such Issuer. Accordingly, no payments of amounts due under the Subordinated Notes will be made to the Noteholders in the event of insolvency or winding-up of such Issuer (to the extent permitted by Portuguese law) except where all sums due from such Issuer in respect of the claims of all Senior Creditors of that Issuer are paid in full, as more fully described in Condition 2(c). See *"The Issuers are subject to the European recovery and resolution framework, which dictates the procedures and measures available for any resolution of the Issuers, including the bail-in tool"* above.

Although Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a significant risk that an investor in Subordinated Notes will lose all or some of its investment in the event of the voluntary or involuntary liquidation or bankruptcy of the relevant Issuer.

## **Events of Default in relation to Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes and Subordinated Notes**

The only Event of Default in relation to Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes and Subordinated Notes is set out in Condition 9(b). The sole remedy against the relevant Issuer available to any Noteholder for recovery of amounts owing in respect of any payment of principal or interest in respect of any Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes or Subordinated Notes will be the institution of proceedings for the winding-up of such Issuer and/or proving in any winding-up of such Issuer. As such, the remedies available to holders of Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes or Subordinated Notes are more limited than those typically available to holders of senior-ranking securities, including Senior Preferred Notes which are not Senior Preferred MREL Eligible Notes, which may make enforcement more difficult.

## **No right of set-off or counterclaim**

As provided in the Terms and Conditions of the Notes, in respect of Senior Preferred MREL Eligible Notes,

Senior Non-Preferred Notes and Subordinated Notes only, no Noteholder, who shall in the event of the liquidation or bankruptcy of an Issuer be indebted to such Issuer, may at any time exercise or claim any right of set-off or netting in respect of any amount owed by it to the relevant Issuer arising out of or in connection with such Notes and Noteholders shall be deemed to have waived all Set-Off Rights (as defined in the Terms and Conditions) to the fullest extent permitted by applicable law in relation to all such actual and potential rights, claims and liabilities.

**Limitation on gross-up obligation under the Senior Preferred MREL Eligible Notes, the Senior Non-Preferred Notes and the Subordinated Notes**

The relevant Issuer's obligation under Condition 7 to pay additional amounts in the event of any withholding or deduction in respect of Portuguese taxes on any payments under the terms of the Senior Preferred MREL Eligible Notes, the Senior Non-Preferred Notes and the Subordinated Notes applies only to payments of interest and not to payments of principal. As such, the relevant Issuer would not be required to pay any additional amounts under the terms of the Senior Preferred MREL Eligible Notes, the Senior Non-Preferred Notes and the Subordinated Notes to the extent any withholding or deduction applied to payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal under the Senior Preferred MREL Eligible Notes, the Senior Non-Preferred Notes and the Subordinated Notes, Noteholders may receive less than the full amount of principal due under the Senior Preferred Notes, the Senior Non-Preferred Notes and the Subordinated Notes upon redemption, and the market value of the Senior Preferred MREL Eligible Notes, the Senior Non-Preferred Notes and the Subordinated Notes may be adversely affected.

**Because the Notes are held through accounts of affiliate members of Interbolsa, investors will have to rely on various procedures applied by Interbolsa**

(a) *Form and Transfer of the Notes*

Notes held through accounts of Affiliate Members of Interbolsa will be represented in dematerialised book entry form (*forma escritural*) and will be *nominativas* and therefore Interbolsa, at the request of the relevant Issuer, can ask the Affiliate Members of Interbolsa for information regarding the identity of the Noteholders and transmit such information to the relevant Issuer. The Notes shall not be issued in documentary (materialised) form (*forma titulada*), whether definitive or global. The Notes will be registered in the issue account opened by the relevant Issuer with Interbolsa and will be held in control accounts by the Affiliate Members of Interbolsa on behalf of the relevant Noteholders. Such control accounts will reflect at all times the aggregate number of Notes held in the individual securities accounts opened by the clients of the Affiliate Members of Interbolsa which include Euroclear and CBL. The transfer of Notes and their beneficial interests will be made through Interbolsa.

(b) *Payment Procedures of the Notes*

In respect of the Notes, payment of principal and interest: (i) in euros will be: (a) credited, according to the procedures and regulations of Interbolsa, by the Portuguese paying agent (the "*Portuguese Paying Agent*") acting on behalf of the relevant Issuer from the payment current account which the Portuguese Paying Agent has indicated to, and has been accepted by, Interbolsa to be used on the Portuguese Paying Agent's behalf for payments in respect of securities held through Interbolsa to the payment current accounts held according to the applicable procedures and regulations of Interbolsa by the Affiliate Members of Interbolsa whose control accounts with Interbolsa are credited with such Notes and thereafter; (b) credited by such Affiliate Members of Interbolsa from the aforementioned payment current accounts to the accounts of the owners of those Notes or through Euroclear and CBL to the accounts with Euroclear and CBL of the beneficial owners of those Notes, in accordance with the rules and procedures of Interbolsa, Euroclear or CBL, as the case may be; (ii) in currencies other than euros in respect of the Notes will be: (a) transferred, on the payment date and according to the procedures and regulations applicable by Interbolsa, from the account held by the Portuguese Paying Agent in the Foreign Currency Settlement System (*Sistema de Liquidação em Moeda Estrangeira*), managed by CGD, to the relevant accounts of the relevant Affiliate Members of Interbolsa, and thereafter; (b) transferred by such Affiliate Members of Interbolsa from such relevant accounts to the accounts of the owners of those Notes or through Euroclear and CBL to the accounts with Euroclear and CBL of the beneficial owners of those Notes, in accordance with the rules and procedures of Interbolsa, Euroclear or CBL, as the case may be.

The Noteholders must rely on the procedures of Interbolsa to receive payment under the Notes. The relevant Issuer will have no responsibility or liability for the records relating to payments made in respect of beneficial interests in the Notes.

(c) *Notice to the Noteholders*

Notices to the Noteholders shall comply with the Portuguese law requirements that may be applicable,

namely pursuant to the Portuguese Securities Code and CMVM Regulation 5/2008, as amended, and by any other way which complies with Portuguese Securities Code and Interbolsa's rules on notices to investors, notably the disclosure of information through the CMVM official website ([www.cmvm.pt](http://www.cmvm.pt)).

**Meetings of holders of the Notes are governed by the Portuguese Companies Code (“*Código das Sociedades Comerciais*”)**

Meetings may be convened by the common representative (if any) or, if (i) no common representative has been appointed or (ii) if appointed, the relevant common representative has failed to convene a meeting, by the chairman of the general meeting of shareholders of the relevant Issuer, and shall be convened if requested by Noteholders holding not less than 5 per cent. in principal amount of the Notes for the time being outstanding. The quorum required for a meeting convened to pass a resolution other than an extraordinary resolution will be any person or persons holding or representing Notes then outstanding, regardless of the principal amount thereof; and the quorum required for a meeting convened to pass an extraordinary resolution will be a person or persons holding or representing at least 50 per cent. of the Notes then outstanding or, at any adjourned meeting, any person or persons holding or representing any of the Notes then outstanding, regardless of the principal amount thereof.

The number of votes required to pass a resolution other than an extraordinary resolution is a majority of the votes cast at the relevant meeting; the majority required to pass an extraordinary resolution, including, without limitation, a resolution relating to the modification or abrogation of certain of the provisions of the Terms and Conditions, is at least 50 per cent. of the principal amount of the Notes then outstanding or, at any adjourned meeting, two-thirds of the votes cast at the relevant meeting and, in respect of a resolution regarding an increase in the obligations of the Noteholders, by all Noteholders. Resolutions passed at any meeting of the Noteholders will be binding on all Noteholders, whether or not they are present at the meeting or have voted against the approved resolutions.

***Risks related to Notes generally***

Set out below is a brief description of certain risks relating to the Notes generally.

**The Terms and Conditions of the Notes contain provisions which may permit their modification without the consent of all investors**

The Terms and Conditions of the Notes contain or refer to 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 Notes are unsecured and therefore subject to the resolution regime**

The Notes are unsecured and therefore subject to the resolution regime, including the bail-in tool (see further “*The Issuers are subject to the European recovery and resolution framework, which dictates the procedures and measures available for any resolution of the Issuers, including the bail-in tool*” above). The impact on investors, in a resolution scenario, depends crucially on the rank of the liability in the resolution creditor hierarchy. In the event of resolution, *inter alia*: (i) the outstanding amount of the Notes may be reduced to zero or the Notes may be converted into ordinary shares of the relevant Issuer or other instruments of ownership; (ii) a transfer of assets (e.g. to a bridge bank) or a sale of business may limit the capacity of the relevant Issuer to meet its repayment obligations; and (iii) the maturity of any Notes or the interest rate under such Notes can be altered and the payments may be suspended for a certain period. When a resolution measure is applied no shareholder or creditor of the institution (including the Noteholders) subject to resolution may have losses greater than it would have if the institution had entered into liquidation. Noteholders may have a right to compensation if the treatment they receive in resolution is less favourable than the treatment they would have received under normal liquidation proceedings (“no creditor worse off”). This assessment must be based on an independent valuation of the firm. Completion of this assessment, as well as payment of any potential consideration, may be delayed and occur considerably later than contractual payment dates.

The taking of any such actions could adversely affect the rights of Noteholders, including the write-down or conversion (in whole or in part) of their Notes. Any such actions or the perceived likelihood of any such actions being taken may adversely impact the price or value of their investment in the Notes.

**Subordinated Notes may be subject to loss absorption on any application of the general bail-in tool or at the point of non-viability of the relevant Issuer**

The BRRD contemplates that Subordinated Notes may be subject to non-viability loss absorption, in addition to the application of the general bail-in tool and other resolution tools.

The powers provided to resolution authorities in the BRRD include write down/conversion powers to ensure

that capital instruments (including Subordinated Notes) absorb losses at the point of non-viability of the issuing institution or its group. Accordingly, the BRRD contemplates that resolution authorities may require the write down of such capital instruments in full or on a permanent basis, or their conversion in full into CET1 instruments, to the extent required and up to their capacity, at the point of non-viability immediately before, or concurrently with, the application of any other resolution action, if any.

The BRRD provides, *inter alia*, that resolution authorities shall exercise the write down power of reducing or converting, according to an order of priority of credits in normal insolvency procedures, in a way that results in:

- (i) CET1 instruments being written down or converted in proportion to the relevant losses; and then
- (ii) the principal amount of other capital instruments (Tier 1 and Tier 2 instruments) being written down and/or converted into CET1.

The taking of any such actions could adversely affect the rights of Noteholders, including the write-down or conversion (in whole or in part) of their Notes. Any such actions or the perceived likelihood of any such actions being taken may adversely impact the price or value of their investment in the Notes.

See the risk factor entitled “*The Issuers are subject to the European recovery and resolution framework, which dictates the procedures and measures available for any resolution of the Issuers, including the bail-in tool*” above.

**Income derived from Notes issued under the Programme is currently subject to Portuguese withholding tax and there will be no gross-up for amounts withheld on such Notes**

Subject as provided below, income derived from Notes issued under the Programme is currently subject to Portuguese withholding tax and there will be no gross-up for amounts withheld on such Notes.

Pursuant to Decree-Law 193/2005, of 7 November 2005, as amended from time to time (the “*Decree-Law*”), investment income classified as obtained in Portuguese territory paid to Noteholders that are non-residents in the Republic of Portugal (with some exceptions – see “*Portuguese Taxation*”), as well as capital gains derived from a sale or other disposition of such Notes, will be exempt from Portuguese income tax.

If the Notes are integrated in a centralised system for securities managed by a resident entity or an international clearing system managing entity established in other EU Member State (Euroclear and CBL) or in an EEA Member State (provided it is bound by an administrative cooperation in tax matters similar to the one established within the EU) and held in an account with an international clearing system (either with Euroclear or CBL), the management entity of such international clearing system shall transmit to the direct register entity or to its representative regarding all accounts under its management, the name and address and tax identification number (as long as they possess one), the identification and quantity of the securities held and the amount of income of each beneficiary.

Such procedures may be revised from time to time in accordance with Portuguese law and regulations, further clarification from the Portuguese tax authorities regarding such laws and regulations and the operational procedures of the clearing systems.

Failure to comply with these procedures and certifications will result in the application of Portuguese withholding tax at a rate of 28 or 25, per cent. as the case may be, both in case of individuals and corporate entities, both non-resident in the Portuguese territory, at the date of this Base Prospectus, or if applicable, at reduced withholding tax rates pursuant to tax treaties signed by Portugal, provided that the procedures and certification requirements established by the relevant tax treaty are complied with (see “*Taxation*”).

The relevant Issuer will not gross up payments in respect of any such withholding tax in any of the cases indicated in Condition 7 of the Notes including failure to deliver the certificate or declaration referred to above. Accordingly, Noteholders must seek their own advice to ensure that they comply with all procedures to ensure correct tax treatment of the Notes. None of the Issuers, the Arranger, the Dealers, the paying agents or the clearing systems assume any responsibility therefor.

**The value of the Notes could be adversely affected by a change in Portuguese law or administrative practice**

The Terms and Conditions of the Notes are based on Portuguese law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to Portuguese law or administrative practice after the date of this Base Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

**The regulation and reform of “benchmarks” may adversely affect the value of Floating Rate Notes or Reset Notes linked to or referencing such “benchmarks”**

Interest rates and indices which are deemed to be “benchmarks” (including EURIBOR) are the subject of ongoing national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes referencing such a benchmark.

The EU Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities (such as BST) of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of UK domestic law by virtue of the EUWA (the “*UK Benchmarks Regulation*”) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark (including EURIBOR).

More broadly, any of the international or national reforms, 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.

The euro risk free-rate working group for the euro area published a set of guiding principles for fallback provisions in new euro denominated cash products (including bonds). The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates.

Such factors may have (without limitation) the following effects on certain benchmarks (including EURIBOR): (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

Investors in Floating Rate Notes or Reset Notes which reference a benchmark should be mindful of the applicable interest rate fall-back provisions applicable to such Notes and the adverse effect this may have on the value or liquidity of, and return on, any Floating Rate Notes or Reset Notes which are linked to or referencing a benchmark.

In addition, any changes to the administration of a benchmark or screen rate or the emergence of alternatives to such benchmark or screen rate as a result of these potential reforms, may cause the benchmark or screen rate to perform differently from in the past or to be discontinued, or there could be other consequences which cannot be predicted. The potential discontinuation of a benchmark or screen rate or changes to its administration could require changes to the way in which the Rate of Interest is calculated on Notes referencing such benchmark or screen rate (as applicable). Uncertainty as to the nature of alternative reference rates and as to potential changes to the benchmarks or screen rates referenced by the Notes may adversely affect the return on the Notes and the trading market for securities referencing such benchmark or screen rate. The development of alternatives to benchmarks or screen rates may result in Notes referencing such benchmarks or screen rates performing differently than would otherwise have been the case if such alternatives had not developed. Any such consequence could have a material adverse effect on the value of, and return on, any Notes referencing a benchmark or screen rate.

The Terms and Conditions also provide for certain fall-back arrangements in the event that a Benchmark Event occurs in relation to Notes for which Screen Rate Determination applies. Either (i) the relevant Issuer will appoint an Independent Adviser to determine a Successor Rate or, failing which, an Alternative Reference



Rate to be used in place of the Original Reference Rate (and in either case, the applicable Adjustment Spread) or (ii) if the relevant Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed is unable to determine the relevant rates, such Issuer may (after consulting with the Independent Adviser (if any)) determine a Successor Rate or, failing which an Alternative Reference Rate to be used in place of the Original Reference Rate (and in either case, the applicable Adjustment Spread). The use of any such Successor Rate or Alternative Reference Rate (including with the application of an Adjustment Spread) to determine the Rate of Interest may result in the Notes performing differently (including paying a lower Rate of Interest for any Interest Period) than they would do if the Original Reference Rate were to continue to apply.

Furthermore, if a Successor Rate or Alternative Reference Rate (and in either case, the applicable Adjustment Spread) is determined by an Independent Adviser or the relevant Issuer, as the case may be, the Terms and Conditions provide that such Issuer may vary the Terms and Conditions and the Agency Agreement as necessary, to ensure the proper operation of such Successor Rate or Alternative Reference Rate, without any requirement for consent or approval of the holders of the Notes.

There is no guarantee that any Adjustment Spread will be effective in reducing or eliminating any economic prejudice or benefit to holders of the Notes or that, due to the particular circumstances of each Noteholder, any such adjustment will be favourable to each Noteholder. Furthermore, there is no guarantee that a Successor Rate or an Alternative Reference Rate will be determined or applied. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on the Notes.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Reference Rate is determined, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period or Reset Period, as the case may be, may result in the Rate of Interest for the last preceding Interest Period or Reset Period, as the case may be, being used. This may result in the effective application of a fixed rate for Floating Rate Notes or Reset Notes, as the case may be, based on the rate which was last observed on the Relevant Screen Page.

Any of the above matters or any other significant change to the setting or existence of the Original Reference Rate could adversely affect the ability of the relevant Issuer to meet its obligations under the Notes and could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the benchmark replacement provisions of the Notes in making any investment decision with respect to any Notes linked to or referencing a benchmark.

### ***Risks related to the market generally***

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

### **An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell their Notes**

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a material adverse effect on the market value of Notes.

### **If an investor holds Notes which are not denominated in the investor's home currency, they will be exposed to movements in exchange rates adversely affecting the value of their holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments in those Notes**

The relevant Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "*Investor's Currency*") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency 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 or the ability of the relevant Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

**The value of Fixed Rate Notes may be adversely affected by movements in market interest rates**

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

**Credit ratings assigned to the Issuers or any Notes may not reflect all the risks associated with an investment in those Notes**

One or more independent credit rating agencies may assign credit ratings to the Notes. There is no obligation on the Issuers to maintain any rating for itself or for the Notes it has issued. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be lowered, withdrawn or qualified by the rating agency at any time.

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

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

**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 advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published shall be incorporated in, and to form part of, this Base Prospectus:

- (a) the audited consolidated annual financial statements of BST as at and for the years ended 31 December 2021 and 31 December 2020 and the related Legal Certification of Accounts and Auditors' Report (which can be found at [https://www.santander.pt/pdfs/investor-relations/santander-totta-sa/relatorio-e-contas/2021/Relatorio\\_BST\\_2021\\_FINAL\\_Eng.pdf](https://www.santander.pt/pdfs/investor-relations/santander-totta-sa/relatorio-e-contas/2021/Relatorio_BST_2021_FINAL_Eng.pdf) and [https://www.santander.pt/pdfs/investor-relations/santander-totta-sa/relatorio-e-contas/2020/Relatorio\\_BST\\_2020\\_FINAL\\_Eng.pdf](https://www.santander.pt/pdfs/investor-relations/santander-totta-sa/relatorio-e-contas/2020/Relatorio_BST_2020_FINAL_Eng.pdf) respectively); and
- (b) the audited consolidated annual financial statements of SGPS as at and for the years ended 31 December 2021 and 31 December 2020 and the related Legal Certification of Accounts and Auditors' Report (which can be found at [https://www.santander.pt/pdfs/investor-relations/santander-totta-sgps/relatorios-e-contas/2021/Relatorio\\_SGPS\\_2021\\_FINAL\\_ENG.pdf](https://www.santander.pt/pdfs/investor-relations/santander-totta-sgps/relatorios-e-contas/2021/Relatorio_SGPS_2021_FINAL_ENG.pdf) and [https://www.santander.pt/pdfs/investor-relations/santander-totta-sgps/relatorios-e-contas/2020/Relatorio\\_Gestao\\_SGPS\\_2020\\_FINAL\\_ENG.pdf](https://www.santander.pt/pdfs/investor-relations/santander-totta-sgps/relatorios-e-contas/2020/Relatorio_Gestao_SGPS_2020_FINAL_ENG.pdf) respectively).

Following the publication of this Base Prospectus a supplement may be prepared by the Issuers and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

The Issuers will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which may affect the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

The following documents shall be incorporated in, and form part of, this Base Prospectus:

<b>Document</b>	<b>Section Incorporated</b>
<b>Banco Santander Totta, S.A.</b>	
<b>1. Reports and Financial Statements 2021</b>	
Alternative Performance Indicators	<b>Pages 70-72</b>
Consolidated financial statements	<b>Pages 117-122</b>
Consolidated statement of profit or loss as of December 31, 2021 and 2020	<b>Page 119</b>
Consolidated statement of financial position as of December 31, 2021 and 2020	<b>Page 118</b>
Consolidated statements of cash flows for the years ended December 31, 2021 and 2020	<b>Page 122</b>
Consolidated statement of changes in shareholders' equity for the periods ended December 31, 2021 and 2020	<b>Page 121</b>
Consolidated statement of other comprehensive income as of December 31, 2021 and 2020	<b>Page 120</b>
Notes to the consolidated financial statements	<b>Pages 123-268</b>
Legal Certification of Accounts and Auditors' Report	<b>Pages 269-281<sup>1</sup> (out of 282)</b>
<b>2. Reports and Financial Statements 2020</b>	
Alternative Performance Indicators	<b>Pages 61-63</b>
Consolidated financial statements	<b>Pages 103-108</b>
Consolidated statement of profit or loss as of December 31, 2020 and 2019	<b>Page 105</b>
Consolidated balance sheet statement as of December 31, 2020 and 2019	<b>Page 104</b>
Consolidated statements of cash flows for the years ended December 31, 2020 and 2019	<b>Page 108</b>
Consolidated statements of changes in shareholders' equity for the periods ended December 31, 2020 and 2019	<b>Page 107</b>
Consolidated statement of comprehensive income as of December 31, 2020 and 2019	<b>Page 106</b>

<sup>1</sup> Relates to the PDF page number references.

***Santander Totta, SGPS, S.A.***

**1. Reports and Financial Statements 2021**

Alternative Performance Indicators	<b>Pages 70-72</b>
Consolidated financial statements	<b>Pages 79-84</b>
Consolidated statement of profit or loss as of December 31, 2021 and 2020	<b>Page 81</b>
Consolidated statement of financial position as of December 31, 2021 and 2020	<b>Page 80</b>
Consolidated statement of changes in shareholders' equity for the periods ended December 31, 2021 and 2020	<b>Page 83</b>
Consolidated statements of cash flows for the years ended December 31, 2021 and 2020	<b>Page 84</b>
Consolidated statement of other comprehensive income as of December 31, 2021 and 2020	<b>Page 82</b>
Notes to the consolidated financial statements	<b>Pages 85-223</b>
Legal Certification of Accounts and Auditors' Report	<b>Pages 224-</b> <b>236<sup>3</sup> (out of</b> <b>237)</b>

**2. Reports and Financial Statements 2020**

Alternative Performance Indicators	<b>Pages 60-62</b>
Consolidated financial statements	<b>Pages 67-72</b>
Consolidated statement of profit or loss as of December 31, 2020 and 2019	<b>Page 69</b>
Consolidated balance sheet as of December 31, 2020 and 2019	<b>Page 68</b>
Consolidated statements of cash flows for the years ended December 31, 2020 and 2019	<b>Page 72</b>
Consolidated statements of changes in shareholders' equity for the periods ended December 31, 2020 and 2019	<b>Page 71</b>
Consolidated statement of comprehensive income as of December 31, 2020 and 2019	<b>Page 70</b>
Notes to the consolidated financial statements	<b>Pages 73-205</b>
Legal Certification of Accounts and Auditors' Report	<b>Pages 206-</b> <b>217<sup>4</sup></b> <b>(out of 218)</b>

Any documents themselves incorporated by reference in the documents incorporated by reference herein shall not form part of this Base Prospectus.

Each Issuer confirms that any non-incorporated parts of a document referred to herein (which, for the avoidance of doubt, means any parts not listed in the cross-reference list above) are either not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

<sup>2</sup> Relates to the PDF page number references.

<sup>3</sup> Relates to the PDF page number references.

<sup>4</sup> Relates to the PDF page number references.

## FORM OF THE NOTES AND CLEARING SYSTEM

The Notes will be held through a central securities depository (“CSD”) which will be the Portuguese domestic CSD, Interbolsa.

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of Interbolsa currently in effect. The information in this section concerning Interbolsa has been obtained from sources that the Issuers believe to be reliable, but none of the Dealers or the Arranger take any responsibility for the accuracy thereof. Investors wishing to use the facilities of Interbolsa are advised to confirm the continued applicability of its rules, regulations and procedures. None of the Issuers, the Arranger or any of the Dealers will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, interests in the Notes held through the facilities of Interbolsa or for maintaining, supervising or reviewing any records relating to such interests.

Interbolsa registers securities for its participants and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective participants. Interbolsa provides various services including safekeeping, administration, clearance and settlement of domestically and internationally traded securities and securities lending and borrowing.

The address of Interbolsa is Avenida da Boavista, 3433, 4100-138 Porto, Portugal.

The Notes have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons unless an exemption from the registration requirements of the U.S. Securities Act is available or in a transaction not subject to the registration requirements of the U.S. Securities Act (see *Subscription and Sale*). Accordingly, the Notes will be offered and sold only outside the United States in reliance upon Regulation S under the U.S. Securities Act.

### General

Interbolsa manages a centralised system (“*sistema centralizado*”) composed of interconnected securities accounts, through which such securities (and inherent 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 securities 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.

The Notes 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., the clearing system operated at Interbolsa as well as through the clearing systems operated by Euroclear and CBL and settled by Interbolsa’s settlement system. Under the procedures of Interbolsa’s settlement system, settlement of stock exchange transactions takes place on the third Business Day after the trade date and is provisional until the financial settlement that takes place on the settlement date.

### Form of the Notes

The Notes of each Series will be in book-entry form (*forma escritural*) 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 Notes held through Interbolsa. The Notes will be nominative Notes (*nominativas*).

The Notes of each Series will be registered in the relevant issue account opened by the relevant Issuer with Interbolsa and will be held in control accounts by each Affiliate Member of Interbolsa 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 Affiliate Members of Interbolsa. The expression “*Affiliate Member of Interbolsa*” 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 CBL for the purpose of holding accounts on behalf of Euroclear and CBL.

Each person shown in the records of an Affiliate Member of Interbolsa as having an interest in Notes shall be treated as the holder of the principal amount of the Notes recorded therein.

### **Payment of principal and interest in respect of Notes held through Interbolsa**

Payment in respect of the Notes of principal and interest (i) in Euros will be (a) credited, according to the procedures and regulations of Interbolsa, to TARGET2 payment current accounts held in the payment system of TARGET2 according to the applicable procedures and regulations of Interbolsa by the Affiliate Members of Interbolsa whose control accounts with Interbolsa are credited with such Notes and thereafter (b) credited by such Affiliate Members of Interbolsa from the aforementioned payment current accounts to the accounts of the owners of those Notes or through Euroclear and CBL to the accounts with Euroclear and CBL of the beneficial owners of those Notes, in accordance with the rules and procedures of Interbolsa, Euroclear or CBL, as the case may be; (ii) in currencies other than Euro will be (a) transferred, on the payment date and according to the procedures and regulations applicable by Interbolsa, from the account held by the relevant Paying Agent in the Foreign Currency Settlement System (*Sistema de Liquidação em Moeda Estrangeira*), managed by CGD, to the relevant accounts of the relevant Affiliate Members of Interbolsa, and thereafter (b) transferred by such Affiliate Members of Interbolsa from such relevant accounts to the accounts of the owners of those Notes or through Euroclear and CBL to the accounts with Euroclear and CBL of the beneficial owners of those Notes, in accordance with the rules and procedures of Interbolsa, Euroclear or CBL, as the case may be.

The relevant Issuer must provide Interbolsa with a prior notice of all payments in relation to 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 notifies Interbolsa of the amounts to be paid for payments to be processed in accordance with Interbolsa procedures and regulations.

In the case of a partial payment, the amount held in the TARGET2 current account of the Paying Agent must be apportioned pro-rata between the accounts of the Affiliate Members of Interbolsa.

### **Transfer of 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 Notes will be able to transfer such Notes, except in accordance with Portuguese Law and the applicable procedures of Interbolsa.

## FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme with a denomination of (i) at least EUR 100,000 (or its equivalent in any other currency); and/or (ii) are to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors (as defined in the Prospectus Regulation) have access.

### [PROHIBITION OF SALES TO EEA 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"). 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 (as amended, "*MiFID II*"); (ii) a customer within the meaning of Directive (EU) 2016/97, 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 Regulation (EU) 2017/1129 (the "*Prospectus Regulation*"). Consequently, no key information document required by regulation (EU) No 1286/2014 (as amended, the "*PRIIPs Regulation*") for offering or selling the notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.<sup>5</sup>

### [PROHIBITION OF SALES TO 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 United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("*EUWA*"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("*FSMA*") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "*UK PRIIPs Regulation*") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.<sup>6</sup>

**[MiFID II PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET]** – Solely for the purposes of [the/each] 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 [Directive 2014/65/EU (as amended, "*MiFID II*")][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/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/s'] target market assessment) and determining appropriate distribution channels.]

**[UK MiFIR PRODUCT GOVERNANCE/PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET]** – Solely for the purposes of [the/each] 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 only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("*COBS*"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the [European Union (Withdrawal) Act 2018/EUWA] ("*UK MiFIR*"); 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 "*UK distributor*") should take into consideration

<sup>5</sup> Legend to be included on front of the Final Terms if the Notes potentially constitute "packaged" products and no key information document will be prepared in the EEA or the Issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

<sup>6</sup> Legend to be included on front of the Final Terms if the Notes potentially constitute "packaged" products and no key information document will be prepared in the UK or the Issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

the manufacturer['s/s'] target market assessment; however, a UK distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “UK MiFIR Product Governance Rules”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

**[NOTIFICATION UNDER SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT 2001 (2020 REVISED EDITION) OF SINGAPORE** (as amended or modified from time to time, the “SFA”) - *[Insert notice if classification of the Notes is not “prescribed capital markets products”, pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].*<sup>7</sup>

[The Notes will only be admitted to trading on *[[insert name of relevant QI market/segment]*, which is an EEA regulated market/a specific segment of an EEA regulated market] (as defined in MiFID II), to which only qualified investors (as defined in the Prospectus Regulation) can have access and shall not be offered or sold to non-qualified investors.]<sup>8</sup>

## FINAL TERMS

[Date]

**[Santander Totta, SGPS, S.A.**

*(incorporated with limited liability in the Republic of Portugal)*

**Legal entity identifier: 5493005RLLC1P7VSVC58]**<sup>9</sup>

**[Banco Santander Totta, S.A.**

*(incorporated with limited liability in the Republic of Portugal)*

acting through its Lisbon Head Office

**Legal entity identifier: 549300URJH9VSI58CS32]**<sup>10</sup>

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]**<sup>11</sup>  
**under the EUR 10,000,000,000**  
**Euro Medium Term Note Programme**

## PART A– CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 25 May 2022 [and the supplement[s] to it dated *[date]*] which *[together]* constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the “Base Prospectus”). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information. The Base Prospectus has been published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

*[Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]*

- |    |     |  |   |
|----|-----|--|---|
| 1. | (a) | Series Number:   | [ ]   |
|    | (b) | Tranche Number:  | [ ]   |
|    | (c) | Date on which the Notes will be consolidated and form a single Series: | [The Notes will be consolidated and form a single Series with <i>[identify issue amount/ISIN/maturity date/issue date of earlier Tranches]</i> on <i>[the Issue Date/[date]]</i> [Not Applicable] |

<sup>7</sup> Relevant Manager(s)/Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

<sup>8</sup> Legend to be included for Notes with a minimum denomination of less than EUR 100,000 (or equivalent in another currency) which will only be admitted to trading on a regulated market, or a specific segment of a regulated market, to which only qualified investors can have access.

<sup>9</sup> Include for SGPS.

<sup>10</sup> Include for BST.

<sup>11</sup> Include the expression “Obrigações de Caixa” in the title if the applicable Final Terms refer to the issue of Cash bonds (“Obrigações de Caixa”).



2. Specified Currency or Currencies: [ ]
3. Aggregate Nominal Amount:  
 (a) Series: [ ]  
 (b) Tranche: [ ]
4. Issue Price: [ ] per cent. of the Aggregate Nominal Amount  
 [plus accrued interest from *[insert date]* (if applicable)]
5. (a) Specified Denominations: [ ]  
*(N.B. Notes must have a minimum denomination of EUR 100,000 (or equivalent) unless they are to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors have access)*  
*(Note – where multiple denominations above EUR 100,000 (or equivalent) are being used the following sample wording should be followed: "EUR 100,000 and integral multiples of EUR 1,000 in excess thereof up to and including EUR 199,000. No Notes in definitive form will be issued with a denomination above EUR 199,000.")*  
 (b) Calculation Amount: [ ]  
*(If only one Specified Denomination, insert the Specified Denomination.*  
*If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
6. (a) Issue Date: [ ]  
 (b) Interest Commencement Date: [specify/Issue Date/Not Applicable]  
*(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*
7. Maturity Date<sup>12</sup>: [Specify date or for Floating rate notes Interest Payment Date falling in or nearest to [specify month and year]]
8. Interest Basis:  
 [[ ] per cent. Fixed Rate] [Reset Notes]  
 [[ ] month EURIBOR] +/- [ ] per cent. Floating Rate]  
 [Zero Coupon Note]  
 (see paragraph [14]/[15]/[16]/[17] below)
9. Redemption Basis:  
 Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100]/[specify other redemption amount to be greater than 100] per cent. of their nominal amount.
10. Change of Interest Basis:  
 [Specify the date when any fixed to floating change occurs or cross refer paragraphs 14 and 16 below if details are included there] [Not Applicable]
11. Put/Call Options:  
 [Issuer Call]  
 [Investor Put]  
 [Not Applicable]  
 (see paragraphs [19]/[20] below)  
 [(further particulars specified below)]
12. (a) Status:  
 [Senior Preferred Notes/Senior Non-Preferred Notes/Subordinated Notes]  
 (b) Type of Senior Preferred Notes:  
 [Not Applicable/Senior Preferred MREL Eligible Notes/Not Senior Preferred MREL Eligible Notes]
13. Date [Board] approval for issuance of Notes obtained:  
 [[ ] [and [ ], respectively]/[Not Applicable]

<sup>12</sup> Notes will have a minimum maturity of one year or more.

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 14. Fixed Rate Note Provisions** [Applicable/ Applicable (in respect of period from (and including) [ ] to (but excluding ([ ] ) / Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
  - (b) Interest Payment Date(s): [ ] in each year up to and including the Maturity Date  
(Amend appropriately in the case of irregular coupons)
  - (c) Fixed Coupon Amount(s): [ ] per Calculation Amount  
(Applicable to Notes in definitive form)
  - (d) Broken Amount(s): [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ] ] [Not Applicable]  
(Applicable to Notes in definitive form)
  - (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
  - (f) [Determination Date(s): [ ] in each year] [Not Applicable]  
(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)
- 15. Reset Note Provisions** [Applicable/Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Interest Payment Date(s): [ ] [and [ ] ] in each year up to and including the Maturity Date
  - (b) Initial Rate of Interest: [ ] per cent. per annum payable in arrear [on each Interest Payment Date]
  - (c) First Margin: [+/-][ ] per cent. per annum/[Not Applicable]
  - (d) Subsequent Margin: [[+/-][ ] per cent. per annum][Not Applicable]
  - (e) First Reset Date: [ ]
  - (f) Second Reset Date: [ ]/[Not Applicable]
  - (g) Subsequent Reset Date(s): [ ]/[Not Applicable]
  - (h) Relevant Screen Page: [ ]
  - (i) Day Count Fraction: [Actual/Actual – ICMA][30/360]
  - (j) Determination Dates: [ ] in each year/[Not Applicable]
  - (k) Mid-Swap Rate: [Single Mid-Swap Rate/Mean Mid-Swap Rate]
  - (l) Mid-Swap Maturity: [ ]
  - (m) Calculation Agent: [ ]
  - (n) Fixed Leg Swap Duration: [ ]
  - (o) Mid-Swap Floating Leg Benchmark Rate: [ ]
  - (p) Business Centre(s): [ ]
- 16. Floating Rate Note Provisions** [Applicable/ Applicable (in respect of period from (and including) [ ] to (but excluding ([ ] ) / Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Specified Period(s)/Specified Interest Payment Dates: [ ] [, subject to adjustment in accordance with the Business Day Convention set out in (c) below/, not subject to any adjustment, as in the Business Day Convention in (c) below is specified to be Not Applicable]
  - (b) First Interest Payment Date: [ ]

- (c) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[Not Applicable]]
- (d) Additional Business Centre(s): [ ]
- (e) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]
- (f) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent): [ ] (the “*Calculation Agent*”)
- (g) Screen Rate Determination:
- Reference Rate: [ ] month EURIBOR
  - Interest Determination Date(s): [ ]  
(*Second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR*)
  - Relevant Screen Page: [ ]  
(*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)
- (h) ISDA Determination: [Applicable/Not Applicable]  
(*If not applicable, delete the remaining subparagraphs of this paragraph*)  
(*If applicable, and “2021 ISDA Definitions” is selected below, note that “Administrator/Benchmark Event”, “Generic Fallbacks” and “Calculation Agent Alternative Rate Determination” are not workable in a notes context. Amendments will therefore need to be made to the Conditions which will require a Prospectus Regulation drawdown prospectus for the issue*)
- ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions]
  - Floating Rate Option: [ ]  
(*If “2021 ISDA Definitions” is selected, ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions)*)
  - Designated Maturity: [ ]/[Not Applicable]  
(*A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate*)
  - Reset Date: [ ]  
(*In the case of a EURIBOR based option, the first day of the Interest Period*)
  - Compounding: [Applicable/Not Applicable]  
(*If not applicable, delete the following item ‘Compounding Method’*)
  - Compounding Method: [Compounding with Lookback  
  
Lookback: [[Specify] Applicable Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]  
  
[Compounding with Observation Period Shift  
  
Observation Period Shift: [[Specify] Observation Period Shift Business Days]/[As specified in the

		Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]
		Observation Period Shift Additional Business Days: [Specify]/[Not Applicable]]
		[Compounding with Lockout
		Lockout: [[Specify] Lockout Period Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]
		Lockout Period Business Days: [Specify]/[Applicable Business Days]]
–	Averaging:	[Applicable/Not Applicable] (If not applicable, delete the following item 'Averaging Method')
–	Averaging Method:	[Averaging with Lookback
		Lookback: [[Specify] Applicable Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]]
		[Averaging with Observation Period Shift
		Observation Period Shift: [[Specify] Observation Period Shift Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]
		Observation Period Shift Additional Business Days: [Specify]/[Not Applicable]]
		[Averaging with Lockout
		Lockout: [[Specify] Lockout Period Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]
		Lockout Period Business Days: [Specify]/[Applicable Business Days]]
–	Index:	[Applicable/Not Applicable] (If not applicable, delete the following item 'Index Method')
–	Index Method:	Compounded Index Method with Observation Period Shift
		Observation Period Shift: [[Specify] Observation Period Shift Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]
		Observation Period Shift Additional Business Days: [Specify]/[Not Applicable]]
(i)	Linear Interpolation	[Not Applicable/Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be

	(j) Margin(s):	calculated using Linear Interpolation ( <i>specify for each short or long interest period</i> )
	(k) Minimum Rate of Interest:	[+/-] [ ] per cent. per annum
	(l) Maximum Rate of Interest:	[ ] / [0] per cent. per annum
	(m) Day Count Fraction:	[ ] per cent. per annum [Actual/Actual (ISDA)] [Actual/Actual] Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360] [360/360] [Bond Basis] [30E/360][Eurobond Basis] 30E/360 (ISDA)]
<b>17.</b>	Zero Coupon Note Provisions	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining subparagraphs of this paragraph</i> )
	(a) Accrual Yield:	[ ] per cent. per annum
	(b) Reference Price:	[ ]
		( <i>Consider applicable day count fraction if euro denominated</i> )
	(c) Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/365]
<b>PROVISIONS RELATING TO REDEMPTION</b>		
<b>18.</b>	Notice periods for Condition 6(b) of the Notes:	Minimum period: [30] days Maximum period: [60] days
<b>19.</b>	Issuer Call:	[Applicable/Not Applicable]  ( <i>If not applicable, delete the remaining subparagraphs of this paragraph</i> )
	(a) Optional Redemption Date(s):	[ ]
	(b) Optional Redemption Amount:	[ ] per Calculation Amount]
	(c) If redeemable in part:	
	(i) Minimum Redemption Amount:	[ ]
	(ii) Maximum Redemption Amount:	[ ]
	(d) Notice periods:	Minimum period: [15] days Maximum period: [30] days ( <i>N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent</i> )
<b>20.</b>	Investor Put:	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining subparagraphs of this paragraph</i> )
	(a) Optional Redemption Date(s):	[ ]
	(b) Optional Redemption Amount:	[ ] per Calculation Amount
	(c) Notice periods:	Minimum period: [15] days Maximum period: [30] days ( <i>N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice</i> )

21. Final Redemption Amount: requirements which may apply, for example, as between the Issuer and the Agent)
22. Early Redemption Amount payable on redemption for taxation reasons, upon an event of default, upon an Eligible Liabilities Event (in the case of Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes or Subordinated Notes) or upon a Capital Event (in case of Subordinated Notes): [ ] per Calculation Amount  
[ ] per Calculation Amount] (N.B. If the Final Redemption Amount is 100 per cent. of the nominal value (i.e. par), the Early Redemption Amount is likely to be par (but consider). If, however, the Final Redemption Amount is other than 100 per cent. of the nominal value, consideration should be given as to what the Early Redemption Amount should be.)

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

23. Form of Notes: [Dematerialised book-entry]  
[Nominativas]
24. Additional Financial Centre(s): [Not Applicable/give details]  
(Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest to which subparagraph 16(d) relates)

#### THIRD PARTY INFORMATION

[[Relevant third party information] has been extracted from [specify source]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [specify source], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of [Banco Santander Totta, S.A. / Santander Totta, SGPS, S.A.]

By:

*Duly authorised*

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

(i) Listing and Admission to trading:

[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market and listed on the official list of the Luxembourg Stock Exchange with effect from [ ].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market and listed on the official list of the Luxembourg Stock Exchange with effect from [ ].] [Not Applicable.] *(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*

(ii) Estimate of total expenses related to admission to trading: [ ]

### 2. RATINGS

Ratings:

[The Notes to be issued [[have been]/[are expected to be]] rated [*insert details*] by [*insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms*]. Each of [*defined terms*] is established in the [European Economic Area ("EEA") / United Kingdom ("UK")] and is registered under [Regulation (EC) No. 1060/2009 (as amended) (the "CRA Regulation") / Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "UK CRA Regulation")].

[[*Insert the legal name of the relevant non-EEA / non-UK CRA entity*] is not established in the [EEA / UK] and has not applied for registration under the [CRA Regulation / UK CRA Regulation]. The ratings have been endorsed by [*insert the legal name of the relevant EEA-registered / UK-registered CRA entity*] in accordance with the [CRA Regulation / UK CRA Regulation]. [*Insert the legal name of the relevant EEA CRA / UK CRA entity*] is established in the [EEA / UK] and registered under the [CRA Regulation / UK CRA Regulation]]. The list of registered and certified rating agencies is published by the European Securities and Markets Authority ("ESMA") on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation. [ESMA has indicated that ratings issued in [the United States/Canada/Hong Kong/Singapore/Argentina/Mexico/UK (*delete as appropriate*)] which have been endorsed by [*insert the legal name of the relevant EEA CRA entity that applied for registration*] may be used in the EEA by the relevant market participants.]]/[Not Applicable.] *(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

*[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and their affiliates in the ordinary course of business. – *Amend as appropriate if there are other interests*]

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]

### 4. YIELD (Fixed Rate Notes only)

Indication of yield: ☐ [Not Applicable]

### 5. OPERATIONAL INFORMATION

- |       |   |   |
|-------|---|---|
| (i)   | ISIN:   | <input type="checkbox"/>  |
| (ii)  | Common Code:  | <input type="checkbox"/>  |
| (iii) | CFI:  | [[ <i>Include code</i> ], as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN]/[Not Applicable]/[Not Available]   |
| (iv)  | FISN:   | [[ <i>Include code</i> ], as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN]/[Not Applicable]/[Not Available]   |
| (v)   | Any clearing system(s) other than Euroclear Bank SA/NV, Clearstream Banking S.A. or Interbolsa and the relevant identification number(s): | [Not Applicable/ <i>give name(s), address(es) and number(s)</i> ]/Central de Valores Mobiliários identification number]   |
| (vi)  | Names and addresses of additional Paying Agent(s) (if any):   | <input type="checkbox"/>  |
| (vii) | Intended to be held in a manner which would allow Eurosystem eligibility:   | [Yes] [No]<br>[Note that the designation “yes” simply means that the Notes are intended upon issue to be registered with Interbolsa – Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A. in its capacity as a securities settlement system, and does not necessarily mean that the 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.][ <i>include this text if “yes” selected above</i> ] |

### 6. DISTRIBUTION

- |       |   |                                      |
|-------|---|--------------------------------------|
| (i)   | If syndicated, names of Managers:           | [Not Applicable/ <i>give names</i> ] |
| (ii)  | Date of [Subscription] Agreement:           | [            ]                       |
| (iii) | If non-syndicated, name of relevant Dealer: | [Not Applicable/ <i>give name</i> ]  |
| (iv)  | U.S. Selling Restrictions:                  | [TEFRA C/TEFRA not applicable]       |



- |       |   |   |
|-------|---|---|
| (v)   | Prohibition of Sales to EEA Retail Investors: | <p>[Applicable/Not Applicable]</p> <p><i>(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared in the EEA, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no KID will be prepared, “Applicable” should be specified.)</i></p>                     |
| (vi)  | Prohibition of Sales to UK Retail Investors:  | <p>[Applicable/Not Applicable]</p> <p><i>(If the Notes clearly do not constitute “packaged” products or the Notes do constitute “packaged” products and a key information document will be prepared in the UK, “Not Applicable” should be specified. If the Notes may constitute “packaged” products and no key information document will be prepared, “Applicable” should be specified.)</i></p> |
| (vii) | Prohibition of Sales to Belgian Consumers:    | <p>[Applicable/Not Applicable]</p> <p><i>(N.B. advice should be taken from Belgian counsel before disapplying this selling restriction)</i></p>   |

## 8 REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

- |      |                         |  |
|------|-------------------------|--|
| (i)  | Reasons for the Offer:  | <p>[See “Use of Proceeds” in the Base Prospectus/Give details]</p> <p><i>(See “Use of Proceeds” wording in Base Prospectus – if reasons for offer different from what is disclosed in the Base Prospectus, give details)</i></p> |
| (ii) | Estimated net proceeds: | [ ]  |

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Note settled by Central de Valores Mobiliários, S.A. the clearing system operated at Interbolsa – Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários S.A. The applicable Final Terms (or the relevant provisions thereof) will be incorporated into and applicable to each Note. Reference should be made to “Applicable Final Terms” for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes issued pursuant to the Agency Agreement (as defined below). References herein to “Issuer” shall be references to the party specified as such in the applicable Final Terms (as defined below), and references herein to “Notes” shall be to references to the Notes of this Series.

The Notes have the benefit of an Agency Agreement (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the “Agency Agreement”) dated 25 May 2022, and made between Banco Santander Totta, S.A., acting through its Lisbon Head Office and Santander Totta, SGPS, S.A. as Issuers (the “Issuers”), Banco Santander Totta, S.A. as agent and paying agent in Portugal (the “Agent” and the “Portuguese Paying Agent” respective which expressions shall each include any successor agent and Portuguese paying agent) and the other paying agents named therein (together with the Agent, the “Paying Agents”, which expression shall include any additional or successor paying agents).

The Final Terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms incorporated into this Note and complete these Terms and Conditions. References to the “applicable Final Terms” are, unless otherwise stated, to the Part A of the Final Terms (or the relevant provisions thereof) incorporated into this Note.

Any reference to “Noteholders” or “holders” in relation to any Notes shall mean, if integrated in and held through Interbolsa-Sociedade Gestora de Sistemas de Liquidação e de Sistemas Centralizados de Valores Mobiliários, S.A. (“Interbolsa”), as operator of the Portuguese centralised securities system (“CVM”), each person shown in the book-entry records of a financial institution, which is licensed to act as a financial intermediary under the Portuguese Securities Code (“Código dos Valores Mobiliários”, the “Portuguese Securities Code”) and the regulations issued by Comissão do Mercado de Valores Mobiliários (Portuguese Securities Market Commission, the “CMVM”), by Interbolsa or otherwise applicable rules and regulations and which is entitled to hold control accounts (each such institution an “Affiliate Member of Interbolsa”), as having an interest in the principal amount of the Notes.

As used herein, “Tranche” means Notes which are identical in all respects (including as to listing and admission to trading) and “Series” means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

If so specified in the applicable Final Terms, the Notes may qualify as cash bonds (*obrigações de caixa*) under the terms of Decree-Law 408/91, of 17 October 1991 (as amended), provided that certain requirements set out therein are met, including that (i) such Notes have a maturity of not less than two years, (ii) the Issuer is not entitled to acquire such Notes before two years have elapsed since the relevant Issue Date and (iii) the Noteholders may not choose to redeem such Notes before one year has elapsed since the relevant Issue Date.

Copies of the Agency Agreement are (i) available for inspection or collection during normal business hours at the specified office of each of the Paying Agents or (ii) may be provided by email to a Noteholder following their prior written request to any of the Paying Agents and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent).

If the Notes are to be admitted to trading on the Luxembourg Stock Exchange, the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). If the Notes are neither to be admitted to trading on (i) a regulated market in the European Economic Area or (ii) a UK regulated market as defined in Regulation (EU) No 600/2014 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018, nor offered in the (i) European Economic Area or (ii) the United Kingdom, in circumstances where a prospectus would otherwise be required to be published under the Prospectus Regulation or the Financial Services and Markets Act 2000, as the case may be, the applicable Final Terms will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Notes and identity. The Noteholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Final Terms which are applicable to them. The statements in these

Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

In these Terms and Conditions, “euro”, “EUR”, “Eur” and “€” mean the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended. The expression “*Prospectus Regulation*” means Regulation (EU) 2017/1129.

## **1. FORM, DENOMINATION, TITLE AND TRANSFER**

The Notes are represented in dematerialised book-entry (“*forma escritural*”) form in the currency (the “*Specified Currency*”) and the denominations (the “*Specified Denomination(s)*”) specified in the applicable Final Terms and will be *nominativas* and therefore Interbolsa, at the request of the Issuer, can ask the Affiliate Members of Interbolsa for information regarding the identity of the Noteholders and transmit such information to the Issuer. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note may be a Fixed Rate Note, a Reset Note, a Floating Rate Note or a Zero Coupon Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

This Note may be a Senior Preferred Note, a Senior Non-Preferred Note or a Subordinated Note, as specified in the applicable Final Terms. If this Note is a Senior Preferred Note, it may be a Senior Preferred MREL Eligible Note if so specified in the applicable Final Terms.

Title to the Notes held through Interbolsa (each a “*Note*”) will be evidenced by book-entries in accordance with the Portuguese Securities Code and the regulations issued by the CMVM, by Interbolsa or otherwise applicable thereto. Each person shown in the book-entry records of an Affiliate Member of Interbolsa as having an interest in the Notes shall be deemed to be the holder of the principal amount of the Notes recorded.

Title to the Notes is subject to compliance with all rules, restrictions and requirements applicable to the activities of Interbolsa.

One or more certificates in relation to the Notes (each, a “*Certificate*”) will be delivered by the relevant Affiliate Member of Interbolsa in respect of a registered holding of Notes upon the request by the relevant Noteholder and in accordance with that Affiliate Member of Interbolsa’s procedures pursuant to article 78 of the Portuguese Securities Code.

The Notes will be registered in the relevant issue account of the Issuer with Interbolsa and will be held in control accounts opened by each Affiliate Member of Interbolsa on behalf of the Noteholders. The control account of a given Affiliate Member of Interbolsa will reflect at all times the aggregate principal amount of Notes held in the individual securities’ accounts of the Noteholders with that Affiliate Member of Interbolsa.

The person or entity registered in the book-entry registry of the Central de Valores Mobiliários (the “*Book-Entry Registry*”) and each such entry therein, a “*Book Entry*”) as the holder of any Note shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein).

The Issuer and the Paying Agents may (to the fullest extent permitted by applicable law) deem and treat the person or entity registered in the Book-Entry Registry as the holder of any Note and the absolute owner for all purposes. Proof of such registration is made by means of a Certificate issued by the relevant Affiliate Member of Interbolsa pursuant to article 78 of the Portuguese Securities Code.

No Noteholder will be able to transfer Notes, or any interest therein, except in accordance with Portuguese law and regulations. Notes may only be transferred in accordance with the applicable procedures established by the Portuguese Securities Code and the regulations issued by the CMVM or Interbolsa, as the case may be, and the relevant Affiliate Members of Interbolsa through which the Notes are held.

References to Interbolsa shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system.

## **2. STATUS OF THE NOTES**

### **(a) Status of Senior Preferred Notes**

The Senior Preferred Notes are direct, unconditional, unsecured (subject, except in the case of Senior Preferred MREL Eligible Notes, to the provisions of Condition 3) and unsubordinated obligations of the Issuer and the claims of the holders of the Senior Preferred Notes in respect of payments pursuant thereto will, in the event of the winding-up of the Issuer, (to the extent permitted by Portuguese law) rank:

- (i) *pari passu* among themselves;
- (ii) (save for certain obligations required to be preferred by law) at least *pari passu* with all other present and future unsecured (subject as aforesaid) and unsubordinated obligations of the Issuer from time to time outstanding; and
- (iii) senior to (A) any Senior Non-Preferred Obligations and (B) all subordinated obligations of or claims against the Issuer, present and future.

**(b) Status of Senior Non-Preferred Notes**

The Senior Non-Preferred Notes are direct, unconditional, unsecured and unsubordinated obligations of the Issuer and the claims of the holders of the Senior Non-Preferred Notes in respect of payments pursuant thereto will, in the event of the winding-up of the Issuer, (to the extent permitted by Portuguese law) rank:

- (i) *pari passu* among themselves;
- (ii) *pari passu* with the claims of holders of all other Senior Non-Preferred Obligations;
- (iii) junior to any present or future claims of (A) depositors of the Issuer and (B) any other unsubordinated creditors of the Issuer that are not creditors in respect of Senior Non-Preferred Obligations; and
- (iv) in priority to any present or future claims of holders of (A) all classes of share capital of the Issuer and (B) all other subordinated obligations or other securities of the Issuer (including the Subordinated Notes) which rank, or are expressed to rank, junior to the Senior Non-Preferred Obligations.

**(c) Status of Subordinated Notes**

The Subordinated Notes are direct, unconditional and unsecured obligations of the Issuer save that the claims of the holders of the Subordinated Notes in respect of payments pursuant thereto will, in the event of the winding-up of the Issuer, (to the extent permitted by Portuguese law) be wholly subordinated to the claims of all Senior Creditors of the Issuer and shall rank:

- (i) *pari passu* among themselves;
- (ii) at least *pari passu* with any present or future claims of holders of all obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital of the Issuer; and
- (iii) in priority to any present or future claims of holders of (A) all obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 1 instruments of the Issuer, (B) all undated or perpetual subordinated obligations of the Issuer (other than any such obligations which rank, or are expressed to rank, *pari passu* with, or in priority to, the Subordinated Notes), (C) all classes of share capital of the Issuer and (D) all other obligations of the Issuer which rank, or are expressed to rank, junior to the Subordinated Notes.

The subordination of the Notes is for the benefit of the Issuer and all Senior Creditors of the Issuer.

**(d) Waiver of Set-Off**

This Condition 2(d) is applicable only in relation to (i) Senior Preferred MREL Eligible Notes, (ii) Senior Non-Preferred Notes and (iii) Subordinated Notes.

No holder of a Note may exercise or claim any right of set-off or netting in respect of any amount owed by it to the Issuer arising out of or in connection with such Note and each such holder of a Note shall, by virtue of its subscription, purchase or holding of any such Note, be deemed to have waived all Set-Off Rights.

To the extent that any set-off takes place, whether by operation of law or otherwise, between: (y) any amount owed by the Issuer to a Noteholder arising under or in connection with the Notes; and (z) any amount owed to the Issuer by such Noteholder, such Noteholder will immediately transfer such amount which is set-off to the Issuer or, in the event of its winding-up or dissolution, the liquidation or insolvency estate, to be held on trust for (1) in the case of Senior Preferred MREL Eligible Notes, the creditors of the Issuer in respect of any obligations required by law to be preferred to the Notes, (2) in the case of Senior Non-Preferred Notes, the Senior Creditors of the Issuer other than creditors of the Issuer in respect of Senior Non-Preferred Obligations, or (3) in the case of Subordinated Notes, the Senior Creditors of the Issuer.

**(e) Definitions**

For the purposes of these Conditions:

*“Applicable Banking Regulations”* means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy then in effect in Portugal and applicable to the Issuer, including, without limitation to the generality of the foregoing, those regulations, requirements, guidelines and policies relating to capital adequacy then in effect of the Relevant Authority and/or any regulation, directive or other binding rules, standards or decisions adopted by the institutions of the European Union (including, for the avoidance of doubt, the CRR);

*“CRR”* means Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on the prudential requirements for credit institutions and investment firms, as amended or replaced from time to time;

*“Relevant Authority”* means (a) in the case of Subordinated Notes, the Bank of Portugal, the European Central Bank or such other authority (whether in Portugal or elsewhere) having primary responsibility for prudential supervision of the Issuer or (b) in the case of Senior Preferred MREL Eligible Notes or Senior Non-Preferred Notes, the Relevant Resolution Authority (as defined in Condition 14).

*“Senior Creditors of the Issuer”* means (a) creditors of the Issuer whose claims are admitted to proof in the winding-up of the Issuer and who are unsubordinated creditors of the Issuer and (b) creditors of the Issuer whose claims are or are expressed to be subordinated to the claims of other creditors of the Issuer (other than those whose claims relate to obligations which constitute, or would, but for any applicable limitation on the amount of such capital, constitute Tier 1 Instruments or Tier 2 Instruments of the Issuer, or whose claims otherwise rank or are expressed to rank *pari passu* with, or junior to, the claims of holders of the Subordinated Notes);

*“Senior Non-Preferred Obligations”* means any unsubordinated and unsecured senior non-preferred obligations of the Issuer as regulated under article 8-A of Decree Law 199/2006 of August 14, as amended or replaced from time to time, (including, without limitation, the obligations of the Issuer in respect of any Senior Non-Preferred Notes) and any other obligations of the Issuer which, by law and/or by their terms, and to the extent permitted by Portuguese law, rank *pari passu* with any such Senior Non-Preferred Obligations;

*“Set-Off Rights”* means any and all rights of or claims of any Noteholder for deduction, set-off, netting, compensation, retention or counterclaim arising directly or indirectly under or in connection with any Note;

*“Tier 1 Instruments”* has the meaning given to it by the Applicable Banking Regulations from time to time; and

*“Tier 2 Instruments”* has the meaning given to it by the Applicable Banking Regulations from time to time.

**3. NEGATIVE PLEDGE IN RELATION TO THE SENIOR PREFERRED NOTES OTHER THAN SENIOR PREFERRED MREL ELIGIBLE NOTES**

This Condition 3 is applicable only in relation to Senior Preferred Notes which are not specified as being Senior Preferred MREL Eligible Notes in the applicable Final Terms.

So long as any of the Senior Preferred Notes (other than Senior Preferred MREL Eligible Notes) remains outstanding, the Issuer shall not create or permit to be outstanding any mortgage, charge, lien, pledge or other similar encumbrance or security interest upon the whole or any part of its undertaking or assets, present or future (including any uncalled capital), to secure any Indebtedness (as defined below) or any guarantee or indemnity given in respect of any Indebtedness, without, in the case of the creation of an encumbrance or security interest, at the same time and, in any other case, promptly according to the Noteholders an equal and rateable interest in the same or providing to the Noteholders such other security as shall be approved by an Extraordinary Resolution of the Noteholders.

Nothing in this Condition 3 shall prevent the Issuer from creating or permitting to subsist a mortgage, charge, lien, pledge or similar encumbrance or security interest upon a defined pool of its assets (not representing all of the assets of the Issuer) (including, but not limited to, receivables) (the *“Secured Assets”*) which is or was created pursuant to any securitisation (including any synthetic securitisations) or like arrangement in accordance with normal market practice (whether or not involving the issue by the Issuer itself of asset backed securities) and whereby, except in the case of synthetic securitisations, all payment obligations in respect of the Indebtedness or any guarantee or indemnity given in respect of the Indebtedness, as the case may be, secured on the Secured Assets are to be discharged solely from the Secured Assets.

As used herein:

“*Indebtedness*” means any borrowings having an original maturity of more than one year in the form of or represented by bonds, notes, debentures or other securities (not comprising, for the avoidance of doubt, preference shares or other equity securities) but excluding Covered Bonds:

- (i) where more than 50 per cent. in aggregate principal amount of such bonds, notes, debentures or other securities are initially offered outside the Republic of Portugal by or with the authorisation of the Issuer; and
- (ii) which are, or are intended to be or are capable of being, listed or traded on any stock exchange, over-the-counter or other organised market for securities (whether or not initially distributed by way of private placing).

“*Covered Bonds*” means any bonds or notes issued by the Issuer the obligations of which benefit from a special creditor privilege (“*privilégio creditório especial*”) as a result of them being collateralised by a defined pool of assets comprised of mortgage loans or other loans permitted by applicable Portuguese legislation to be included in the pool of assets and where the requirements for that collateralisation are regulated by applicable Portuguese legislation.

#### **4. INTEREST**

##### **(a) Interest on Fixed Rate Notes**

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date. Interest will be calculated on the full nominal amount outstanding of the Fixed Rate Notes.

Except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount (if any) specified in the applicable Final Terms. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in these Terms and Conditions, “*Fixed Interest Period*” means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Interest shall be calculated in respect of any period by applying the Rate of Interest to the aggregate outstanding nominal amount of the Fixed Rate Notes, multiplying such sum by the applicable Day Count Fraction.

The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount to the Calculation Amount in the case of Fixed Rate Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

“*Day Count Fraction*” means, in respect of the calculation of an amount of interest in accordance with this Condition 4(a):

- (i) if “*Actual/Actual (ICMA)*” is specified in the applicable Final Terms:
  - (A) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the “*Accrual Period*”) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
  - (B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and

- (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
- (ii) if “30/360” is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with twelve 30-day months) divided by 360.

In these Terms and Conditions:

“*Determination Period*” means each period from (and including) a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

“*sub-unit*” means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

**(b) Interest on Reset Notes**

For the purpose of these Conditions, “*Relevant Screen Page*” means the Relevant Screen Page specified in the applicable Final Terms.

- (i) Each Reset Note bears interest (i) from (and including) the Interest Commencement Date specified in the applicable Final Terms to (but excluding) the First Reset Date at the rate per annum equal to the Initial Rate of Interest; (ii) from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the applicable Final Terms, the Maturity Date, at the rate per annum equal to the First Reset Rate of Interest; and (iii) for each subsequent period thereafter (if any), at the rate per annum equal to the relevant Subsequent Reset Rate of Interest (in each case rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards), payable in each case, in arrear on the Interest Payment Date(s) so specified in the applicable Final Terms.
- (ii) If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately 12 (noon) in the principal financial centre of the Specified Currency on the Reset Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum converted as set out in the definition of First Reset Rate of Interest or Subsequent Reset Rate of Interest (as applicable) of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin (as applicable), all as determined by the Calculation Agent. If none or only one of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Rate of Interest before the First Reset Date (adjusted, in the case of any Reset Notes that are Senior Preferred Notes other than Senior Preferred MREL Eligible Notes, to take into account any change in the prevailing Margin).
- (iii) The Rate of Interest and the amount of interest payable (the “*Reset Interest Amount*”) shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Reset Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 4(a) and, for such purposes, references in the fourth paragraph of Condition 4(a) to “Fixed Rate Notes” shall be deemed to be to “Reset Notes”, “Rate of Interest” shall be to “First Reset Rate of Interest” or “Subsequent Reset Rate of Interest” (as applicable) and Condition 4(a) shall be construed accordingly.
- (iv) The Calculation Agent will cause the Rate of Interest (other than the Initial Rate of Interest) and each related Reset Interest Amount to be notified to the Issuer and any stock exchange on which the relevant Reset Notes are for the time being listed and notice thereof to be published in accordance with Condition 11 as soon as possible after their determination but in no event later than the fourth Lisbon Business Day (as defined below) thereafter. For the purposes of this sub-paragraph (iv), the

expression "*Lisbon Business Day*" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Lisbon.

(v) If for any reason the Calculation Agent at any time after the Issue Date defaults in its obligation to determine the Rate of Interest or calculate any Reset Interest Amount in accordance with Condition 4(b)(iii) above, the Issuer shall determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition), it shall deem fair and reasonable and such determination or calculation shall be deemed to have been made by the Calculation Agent.

(vi) All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(b) by the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent, the Calculation Agent and all Noteholders and (in the absence as aforesaid) no liability to the Issuer or the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(vii) For the purposes of this Condition 4(b):

"*Calculation Agent*" has the meaning specified in the applicable Final Terms;

"*First Margin*" means the margin specified as such in the applicable Final Terms;

"*First Reset Date*" means the date specified in the applicable Final Terms;

"*First Reset Period*" means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the applicable Final Terms, the Maturity Date;

"*First Reset Rate of Interest*" means, in respect of the First Reset Period and subject to Condition 4(b)(ii) above, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted from a basis equivalent to the Fixed Leg Swap Duration specified in the applicable Final Terms to a basis equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it), of the relevant Mid-Swap Rate and the First Margin;

"*Fixed Leg Swap Duration*" has the meaning specified in the applicable Final Terms;

"*Initial Rate of Interest*" has the meaning specified in the applicable Final Terms;

"*Margin*" means the First Margin or any Subsequent Margin (as applicable);

"*Mid-Swap Maturity*" has the meaning given in the applicable Final Terms;

"*Mid-Market Swap Rate*" means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Fixed Leg Swap Duration specified in the applicable Final Terms (calculated on the day count basis customary for fixed rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent) of a fixed for floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the applicable Final Terms) (calculated on the day count basis customary for floating rate payments in the Specified Currency, such day count basis as determined by the Calculation Agent);

"*Mid-Market Swap Rate Quotation*" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

"*Mid-Swap Floating Leg Benchmark Rate*" means the rate as specified in the applicable Final Terms;

"*Mid-Swap Rate*" means, in relation to a Reset Determination Date and subject to provision (b) above, either:

(A) if Single Mid-Swap Rate is specified in the applicable Final Terms, the rate for swaps in the Specified Currency:

- (1) with a term equal to the relevant Reset Period; and
- (2) commencing on the relevant Reset Date,



which appears on the Relevant Screen Page or such replacement page on that service which displays the information; or

- (B) if Mean Mid-Swap Rate is specified in the applicable Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

- (1) with a term equal to the relevant Reset Period; and
- (2) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page or such replacement page on that service which displays the information,

in either case, as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent;

*“Rate of Interest”* means the Initial Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as applicable;

*“Reference Banks”* means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute;

*“Reset Business Day”* means a day on which commercial banks and foreign exchange markets settle payments and are open for general business including dealing in foreign exchange and foreign currency deposits) in any Business Centre specified in the applicable Final Terms;

*“Reset Date”* means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable);

*“Reset Determination Date”* means, in respect of the First Reset Period, the second Reset Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Reset Business Day prior to the Second Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Reset Business Day prior to the first day of each such Subsequent Reset Period, or in each case as specified in the applicable Final Terms;

*“Reset Period”* means the First Reset Period or a Subsequent Reset Period, as the case may be;

*“Second Reset Date”* means the date specified in the applicable Final Terms;

*“Subsequent Margin”* means the margin specified as such in the applicable Final Terms;

*“Subsequent Reset Date”* means the date or dates specified in the applicable Final Terms;

*“Subsequent Reset Period”* means the period from (and including) the Second Reset Date to (but excluding) the next Subsequent Reset Date (or, if no such Subsequent Reset Date is specified in the applicable Final Terms, the Maturity Date), and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date (or, if no such Subsequent Reset Date is specified in the applicable Final Terms, the Maturity Date); and

*“Subsequent Reset Rate of Interest”* means, in respect of any Subsequent Reset Period and subject to Condition 4(b)(ii) above, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted from a basis equivalent to the Fixed Leg Swap Duration specified in the applicable Final Terms to a basis equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it), of the relevant Mid-Swap Rate and the relevant Subsequent Margin.

**(c) Interest on Floating Rate Notes**

*(i) Interest Payment Dates*

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an “Interest Payment Date”) which falls

the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period. In these Terms and Conditions, "*Interest Period*" means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date) or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date. Interest will be calculated on the aggregate outstanding nominal amount of the relevant Notes.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 4(c)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply mutatis mutandis or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Terms and Conditions, "*Business Day*" means a day which is:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London, Lisbon and each Additional Business Centre (other than TARGET2 System) specified in the applicable Final Terms;
- (B) if TARGET2 System is specified as an Additional Business Centre in the applicable Final Terms, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the TARGET2 System) is open; and
- (C) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Melbourne or Wellington, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (A), "*ISDA Rate*" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent under an interest rate swap transaction if the Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating (i) if "2006 ISDA Definitions" is specified in the applicable Final Terms, the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("*ISDA*") and as amended and updated as at the

Issue Date of the first Tranche of the Notes; or (ii) if “2021 ISDA Definitions” is specified in the applicable Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA as at the Issue Date of the first Tranche of the Notes (together, the “ISDA Definitions”) and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity, if applicable, is a period specified in the applicable Final Terms;
- (3) the relevant Reset Date is the day specified in the applicable Final Terms;
- (4) if the Floating Rate Option is an Overnight Floating Rate Option, the Overnight Rate Compounding Method is one of the following as specified in the applicable Final Terms:
  - (a) Compounding with Lookback;
  - (b) Compounding with Observation Period Shift; or
  - (c) Compounding with Lockout; and
- (5) if the Floating Rate Option is a Compounded Index Floating Rate Option, the Index Method is Compounded Index Method with Observation Period Shift as specified in the applicable Final Terms.

In connection with the Overnight Rate Compounding Method, references in the ISDA Definitions to numbers or other items specified in the relevant confirmation shall be deemed to be references to the numbers or other items specified for such purpose in the applicable Final Terms.

For the purposes of this subparagraph (A), “Floating Rate”, “Calculation Agent”, “Floating Rate Option”, “Designated Maturity”, “Reset Date”, “Overnight Floating Rate Option”, “Overnight Rate Compounding Method”, “Compounding with Lookback”, “Compounding with Observation Period Shift”, “Compounding with Lockout”, “Averaging with Lookback”, “Averaging with Observation Period Shift”, “Averaging with Lockout”, “Compounded Index Floating Rate Option”, “Index Method” and “Compounded Index Method with Observation Period Shift” have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

- (1) Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:
  - (a) the offered quotation; or
  - (b) the arithmetic mean (rounded if necessary to, if the Reference Rate is EURIBOR, the third decimal place, with 0.0005 being rounded upwards or, if the Reference Rate is not EURIBOR, to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,  
  
(expressed as a percentage rate per annum) for the Reference Rate (being EURIBOR, as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Agent, or Calculation Agent as the case may be. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent, or Calculation Agent as the case may be, for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.
- (2) If the Relevant Screen Page is not available or if, in the case of Condition 4(c)(ii)(B)(1)(a), no offered quotation appears or, in the case of Condition 4(c)(ii)(B)(1)(b), fewer than three offered quotations appear, in each case as at the Specified Time, the Issuer shall request each of the Reference Banks to provide the Agent, or Calculation Agent as the case may be, with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Agent, or Calculation Agent as the case may be, with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to, if the Reference Rate is EURIBOR, the third decimal place, with 0.0005 being rounded upwards or, if the Reference Rate is not EURIBOR, to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations

plus or minus (as appropriate) the Margin (if any), all as determined by the Agent, or Calculation Agent as the case may be.

- (3) If on any Interest Determination Date one only or none of the Reference Banks provides the Agent, or Calculation Agent as the case may be, with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Agent, or Calculation Agent as the case may be, determines as being the arithmetic mean (rounded if necessary to, if the Reference Rate is EURIBOR, the third decimal place, with 0.0005 being rounded upwards or, if the Reference Rate is not EURIBOR, to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Agent, or Calculation Agent as the case may be, by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Agent, or Calculation Agent as the case may be, with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Agent, or Calculation Agent as the case may be, it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).
- (4) For the purposes of this Condition 4(c), “*Reference Banks*” means, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, selected by the Agent.

(iii) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) *Determination of Rate of Interest and Calculation of Interest Amounts*

The Agent, or Calculation Agent as the case may be, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Agent, or Calculation Agent as the case may be, will calculate the amount of interest (the “*Interest Amount*”) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to, the aggregate outstanding nominal amount of the Notes and multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

“*Day Count Fraction*” means, in respect of the calculation of an amount of interest for any Interest Period:

- (i) if “Actual/360” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (ii) if “Actual/Actual (ISDA)” or “Actual/Actual (ICMA)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a

leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

- (iii) if “Actual/365 (Fixed)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iv) if “Actual/365 (Sterling)” is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (v) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (vi) if “30E/360” or “Eurobond Basis” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

- (vii) if “30E/360 (ISDA)” is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.

(v) *Linear Interpolation*

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Agent, or Calculation Agent as the case may be, by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Agent, or Calculation Agent as the case may be, shall determine such rate at such time and by reference to such sources as it determines appropriate.

“*Designated Maturity*” means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(vi) *Notification of Rate of Interest and Interest Amounts*

The Agent, or Calculation Agent as the case may be, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and each stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 11 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 11. For the purposes of this paragraph, the expression “*London Business Day*” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(vii) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4(c), by the Agent, or Calculation Agent as the case may be, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent, and/or the Calculation Agent as the case may be, the other Paying Agents and all Noteholders and (in the absence of wilful default or bad faith) no liability to the Issuer or the Noteholders shall attach to the Agent, or Calculation Agent as the case may be, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

**(d) Accrual of interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (1) the date on which all amounts due in respect of such Note have been paid; and
- (2) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Agent, or Calculation Agent as the case may be, and notice to that effect has been given to the Noteholders in accordance with Condition 11.

**(e) Calculation Agent**

The Issuer shall procure that there shall at all times be one or more calculation agents if provision is made for them in the applicable Final Terms and for so long as any Note is outstanding (as defined in the Agency Agreement). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective

duties under these Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

**(f) Benchmark Discontinuation**

This Condition 4(f) applies only if this Note is a Reset Note or, in the case of a Floating Rate Note, where Screen Rate Determination is specified in the applicable Final Terms as the manner in which any Rate of Interest is to be determined. If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions shall apply to the Notes:

- (i) the Issuer shall use reasonable endeavours, as soon as reasonably practicable, to appoint at its own expense an Independent Adviser to determine (without any requirement for the consent or approval of the holders of the Notes), no later than 10 days prior to the Interest Determination Date or Reset Determination Date (as applicable) relating to the next Interest Period or Reset Period (as applicable) for which the Rate of Interest (or the relevant component part thereof) is otherwise to be determined by reference to the Original Reference Rate (the “*IA Determination Cut-Off Date*”), (A) a Successor Rate or, failing which, an Alternative Reference Rate, for the purposes of determining each relevant Rate of Interest (or the relevant component part thereof) applicable to the Notes and (B) in either case, an Adjustment Spread. Without prejudice to the definitions thereof, for the purposes of determining any Successor Rate, Alternative Reference Rate and/or the applicable Adjustment Spread, the Independent Adviser will take into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets;
- (ii) if the Issuer (a) is unable to appoint an Independent Adviser; or (b) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Reference Rate in accordance with this Condition 4(f), in either case prior to the relevant *IA Determination Cut-Off Date*, the Issuer (acting in good faith and in a commercially reasonable manner and following consultation with the Independent Adviser in the event one has been appointed) may determine (without any requirement for the consent or approval of the holders of the Notes), no later than the Interest Determination Date or Reset Determination Date (as applicable) relating to the next Interest Period or Reset Period (as applicable) for which the Rate of Interest (or the relevant component part thereof) is otherwise to be determined by reference to the Original Reference Rate, (A) a Successor Rate or, failing which, an Alternative Reference Rate and (B) in either case, an Adjustment Spread in accordance with this Condition 4(f). Without prejudice to the definitions thereof, for the purposes of determining any Successor Rate, Alternative Reference Rate and/or the applicable Adjustment Spread, the Issuer will take into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets;
- (iii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined by an Independent Adviser or the Issuer, as applicable, in accordance with paragraphs (i) or (ii) above, such Successor Rate or, failing which, Alternative Reference Rate (as applicable) shall (subject to adjustment as provided in paragraph (iv) below) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the subsequent operation of, and to further adjustment as provided in, this Condition 4(f));
- (iv) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined by an Independent Adviser or the Issuer, as applicable, in accordance with paragraphs (i) or (ii) above, the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any)), in each case acting in good faith and in a commercially reasonable manner, will determine the Adjustment Spread to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) for each determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Reference Rate (as applicable);

- (v) if the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any)), in each case acting in good faith and in a commercially reasonable manner, determines (in accordance with paragraphs (i) or (ii) above) a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and/or the applicable Adjustment Spread in accordance with the above provisions, the Independent Adviser or, as the case may be, the Issuer may (without any requirement for the consent or approval of the holders of the Notes) also specify changes to these Conditions and/or the Agency Agreement in order to ensure the proper operation of such Successor Rate or Alternative Reference Rate and/or the Adjustment Spread (as applicable), including, but not limited to, (A) the Day Count Fraction, Relevant Screen Page, Business Day Convention, Interest Determination Date, Reset Determination Date, time at which the Relevant Screen Page is observed and/or the definition of Reference Rate and (B) the method for determining the fall-back rate in relation to the Notes (such amendments, together the "*Benchmark Amendments*"). For the avoidance of doubt, the Issuer and the Agent shall effect such consequential amendments to the Agency Agreement and/or these Conditions as may be required in order to give effect to the application of this Condition 4(f). No consent shall be required from the holders of the Notes in connection with determining or giving effect to the Successor Rate, Alternative Reference Rate or the Adjustment Spread (as applicable) or any Benchmark Amendments, including for the execution of any documents or other steps to be taken by the Issuer or the Agent (if required or useful);
- (vi) the Issuer shall promptly, following the determination of any Successor Rate, Alternative Reference Rate, Adjustment Spread and/or Benchmark Amendments (as applicable), give notice thereof to the holders of the Notes in accordance with Condition 11 and the Agent (if different from the Issuer). Such notice shall be irrevocable and shall specify the relevant Successor Rate or Alternative Reference Rate (as applicable), the applicable Adjustment Spread and the specific terms of any other Benchmark Amendments, and their effective date;
- (vii) an Independent Adviser appointed pursuant to this Condition 4(f) shall act in good faith in a commercially reasonable manner and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Agent or the Noteholders for any advice given to the Issuer or in connection with any determination made by the Independent Adviser or the Issuer, as applicable, pursuant to this Condition 4(f); and
- (viii) without prejudice to the obligations of the Issuer under this Condition 4(f), the Original Reference Rate and the other provisions in this Condition 4 will continue to apply for the purposes of determining the Rate of Interest (or the relevant component part thereof) on the relevant Interest Determination Date or Reset Determination Date (as applicable) (i) if the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any)) is unable to or does not determine a Successor Rate or an Alternative Reference Rate or (in either case) the applicable Adjustment Spread in accordance with this Condition 4(f), and (ii) if the Independent Adviser or, as the case may be, the Issuer does determine a Successor Rate or Alternative Reference Rate in accordance with this Condition 4(f) but the Agent (if different from the Issuer) has not been notified of the Successor Rate or Alternative Reference Rate (as applicable), the applicable Adjustment Spread and any Benchmark Amendments in accordance with Condition 4(f)(vi) prior to the relevant Interest Determination Date or Reset Determination Date (as applicable). For the avoidance of doubt, this paragraph 4(f)(viii) shall apply to the determination of the Rate of Interest on the relevant Interest Determination Date or Reset Determination Date (as applicable) only, and the Rate of Interest applicable to any subsequent Interest Period(s) or Reset Period(s) (as applicable) is subject to the subsequent operation of, and to adjustment as provided in, this Condition 4(f).
- (ix) For the purposes of these Conditions:  

"*Adjustment Spread*" shall mean a spread (which may be positive, negative or zero) or formula or methodology for calculating a spread, which the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any)), in each case acting in good faith and in a commercially reasonable manner, determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

  - (a) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
  - (b) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any)), in each case acting in good faith and in a commercially reasonable manner determines is recognised or acknowledged as being in customary market usage in international debt capital markets



transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or

- (c) if neither (a) nor (b) above applies, the Independent Adviser or, as the case may be, the Issuer (following consultation with the Independent Adviser (if any)), in each case in its discretion and acting in good faith and in a commercially reasonable manner, determines to be appropriate.

*"Alternative Reference Rate"* means the rate that the Independent Adviser or, as the case may be, the Issuer determines has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in respect of bonds denominated in the same Specified Currency as the Notes and with an interest period or reset period (as applicable) of a comparable duration to the relevant Interest Period or relevant Reset Period (as applicable), or, if the Independent Adviser or, as the case may be, the Issuer determines that there is no such rate, such other rate as the Independent Adviser or, as the case may be, the Issuer determines in its discretion is most comparable to the Original Reference Rate.

*"Benchmark Event"* means, in respect of an Original Reference Rate:

- (a) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist or be administered; or
- (b) the later of (I) a public statement by the administrator of the Original Reference Rate stating that it will, on or prior to a specified date, cease to publish the Original Reference Rate, permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (II) the date falling six months before the specified date referred to in (b)(I); or
- (c) a public statement by the supervisor of the administrator of the Original Reference Rate stating that the Original Reference Rate has been permanently or indefinitely discontinued; or
- (d) the later of (I) a public statement by the supervisor of the administrator of the Original Reference Rate stating that the Original Reference Rate will, on or prior to a specified date, be permanently or indefinitely discontinued and (II) the date falling six months before the specified date referred to in (d)(I); or
- (e) the later of (I) a public statement by the supervisor of the administrator of the Original Reference Rate stating that the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case on or prior to a specified date and (II) the date falling six months before the specified date referred to in (e)(I); or
- (f) it has, or will on or prior to the next Interest Determination Date or Reset Determination Period (as applicable), become unlawful for the Issuer, the Agent or any Calculation Agent specified in the applicable Final Terms, as the case may be, to calculate any payments due to be made to the Noteholders using the Original Reference Rate; or
- (g) the later of (I) a public statement by the supervisor of the administrator of the Original Reference Rate stating that the Original Reference Rate will, as of a specified date, no longer be representative of its relevant underlying market and (II) the date falling six months before the specified date referred to in (g)(I).

*"Independent Adviser"* means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case selected and appointed by the Issuer.

*"Original Reference Rate"* means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) applicable to the Notes in respect of any Interest Period(s) or Reset Period(s) as applicable (provided that if, following one or more Benchmark Events, such originally specified Reference Rate (or any Successor Rate or Alternative Rate which has replaced it) has been replaced by a (or a further) Successor Rate or Alternative Rate and a Benchmark Event subsequently occurs in respect of such Successor Rate or Alternative Rate, the term "Original Reference Rate" shall include any such Successor Rate or Alternative Rate).

*"Relevant Nominating Body"* means, in respect of an Original Reference Rate:

- (a) the central bank for the currency to which the Original Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate; or
- (b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank for the currency to which the Original Reference Rate relates, (B) any central bank or other supervisory authority which is responsible for supervising the administrator of the Original Reference Rate, (C) a group of the aforementioned central banks or other supervisory authorities or (D) the Financial Stability Board or any part thereof.

"Successor Rate" means the rate that the Independent Adviser or, as the case may be, the Issuer determines is a successor to, or replacement of, the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

## **5. PAYMENTS**

### **(a) Method of payment**

Subject as provided below:

- (i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the Noteholder with, or, at the option of the Noteholder, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Melbourne or Wellington, respectively); and
- (ii) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the Noteholder or, at the option of the Noteholder, by a euro cheque.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 7) any law implementing an intergovernmental approach thereto.

### **(b) Payments in respect of Notes**

Payment in respect of the Notes of principal and interest (i) in Euros will be (a) credited, according to the procedures and regulations of Interbolsa, TARGET2 payment current accounts held in the payment system of TARGET2 according to the applicable procedures and regulations of Interbolsa by the Affiliate Members of Interbolsa whose control accounts with Interbolsa are credited with such Notes and thereafter (b) credited by such Affiliate Members of Interbolsa from the aforementioned payment current accounts to the accounts of the owners of those Notes or through Euroclear and CBL to the accounts with Euroclear and CBL of the beneficial owners of those Notes, in accordance with the rules and procedures of Interbolsa, Euroclear or CBL, as the case may be (ii) in currencies other than euros in respect of the Notes will be (a) transferred, on the payment date and according to the procedures and regulations applicable by Interbolsa, from the account held by the relevant Paying Agent in the Foreign Currency Settlement System (*Sistema de Liquidação em Moeda Estrangeira*), managed by Caixa Geral de Depósitos, S.A., to the relevant accounts of the relevant Affiliate Members of Interbolsa, and thereafter (b) transferred by such Affiliate Members of Interbolsa from such relevant accounts to the accounts of the owners of those Notes or through Euroclear and CBL to the accounts with Euroclear and CBL of the beneficial owners of those Notes, in accordance with the rules and procedures of Interbolsa, Euroclear or CBL, as the case may be.

The holders of Notes are reliant upon the procedures of Interbolsa to receive payment in respect of Notes.

### **(c) General provisions applicable to payments**

The Issuer will be discharged by payment to Interbolsa in respect of each amount so paid. Each of the entities shown in the records of Interbolsa as the beneficial holder of a particular nominal amount of Notes must look solely to Interbolsa for their share of each payment made by the Issuer to, or to the order of such entity.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

- (i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;
- (ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and
- (iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

**(d) Payment Day**

If the date for payment of any amount in respect of any Note is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, “*Payment Day*” means any day which (subject to Condition 8) is:

- (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Additional Financial Centre (other than TARGET2 System) specified in the applicable Final Terms;
- (ii) if TARGET2 System is specified as an Additional Financial Centre in the applicable Final Terms, a day on which the TARGET2 System is open; and
- (iii) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Melbourne or Wellington, respectively) or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is open and Interbolsa, CBL and/or Euroclear, as the case may be, are open for general business.

**(e) Interpretation of principal and interest**

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 7;
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes; and
- (v) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7.

**6. REDEMPTION AND PURCHASE**

**(a) Redemption at maturity**

Unless previously redeemed or purchased and cancelled as specified below, each Senior Preferred Note, Senior Non-Preferred Note or Subordinated Note will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms in the relevant Specified Currency on the Maturity Date. Subordinated Notes will have a minimum maturity of at least five years.

**(b) Redemption for tax reasons**

- (i) *Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes*

Subject to Condition 6(g), the Notes may be redeemed at the option of the Issuer in whole, but not in part, (but subject to Condition 6(k) in the case of Senior Preferred MREL Eligible Notes or Senior Non-Preferred Notes or Condition 6(l) in the case of Subordinated Notes) at any time (if such Note is not a Floating Rate Note) or on any Interest Payment Date (if such Note is a Floating Rate Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Agent and, in accordance with Condition 11, the Noteholders (which notice shall be irrevocable), if:

- (A) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 7), or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (B) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition 6(b)(i), the Issuer shall deliver to the Agent to make available at its specified office to the Noteholders (1) a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and (2) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Notes redeemed pursuant to this Condition 6(b)(i) will be redeemed at their Early Redemption Amount referred to in Condition 6(g) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

*(ii) Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes and Subordinated Notes*

This Condition 6(b)(ii) shall only apply in the case of Senior Preferred MREL Eligible Notes or Senior Non-Preferred Notes, if (in each case) the conditions set out in Condition 6(k) below have been satisfied, or Subordinated Notes, if the conditions set out in Condition 6(l) below have been satisfied.

In relation to any Series of Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes or Subordinated Notes, the Notes may be redeemed at the option of the Issuer in whole, but not in part, at their Optional Redemption Amount as set out in the applicable Final Terms together with unpaid interest accrued to (but excluding) the date of redemption, at any time on the Issuer giving not less than 15 nor more than 60 days' notice to the Noteholders in accordance with Condition 11 (which notice shall be irrevocable) if, at any time after the Issue Date, the Issuer would not be entitled to claim a deduction in computing taxation liabilities in respect of the next interest payment to be made on the Notes or the value of such deduction to the Issuer would be reduced (otherwise than because of a reduction in tax rates) in either case as a result of any change in, or amendment to, the laws or regulations of any Tax Jurisdiction, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes.

Prior to the publication of any such notice of redemption as referred to in the previous paragraph, the Issuer shall deliver to the Agent to make available at its specified office to the Noteholders (1) a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to so redeem (including those set out in Condition 6(k) or Condition 6(l), as applicable) have occurred, and (2) an opinion of independent legal advisers of recognised standing to the effect that the conditions precedent to the right of the Issuer to so redeem have occurred (otherwise than because of a reduction in tax rates).

**(c) Redemption at the option of the Issuer (Issuer Call)**

If Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may (but subject to Condition 6(k) in the case of Senior Preferred MREL Eligible Notes or Senior Non-Preferred Notes or Condition 6(l) in the case of Subordinated Notes), having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 11 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not

less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms.

In the case of a partial redemption of Notes, the Notes to be redeemed will be selected in accordance with the rules of Interbolsa.

**(d) Redemption due to an Eligible Liabilities Event**

This Condition 6(d) is applicable only in relation to Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes and Subordinated Notes.

The Notes may be redeemed at the option of the Issuer in whole, but not in part, (but subject to Condition 6(k) in the case of Senior Preferred MREL Eligible Notes or Senior Non-Preferred Notes or Condition 6(l) in the case of Subordinated Notes) at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than 15 nor more than 60 days' notice to Noteholders (which notice shall be irrevocable) at their Early Redemption Amount (together with interest accrued (but unpaid) to the date fixed for redemption) if, at any time after the Issue Date, the Issuer determines that an Eligible Liabilities Event has occurred.

Subordinated Notes may be redeemed pursuant to this Condition 6(d) only after five years from their date of issuance or such other minimum period permitted under Applicable Banking Regulations (including, for the avoidance of doubt, Applicable MREL Regulations).

For the purposes of these Conditions:

*"Applicable MREL Regulations"* means at any time the laws, regulations, requirements, guidelines and policies then in effect in Portugal giving effect to any MREL Requirement or any successor regulations then applicable to the Issuer or the Group, as applicable, including, without limitation to the generality of the foregoing, those regulations, requirements, guidelines and policies relating to any MREL Requirement then in effect of the Relevant Authority and/or any regulation, directive or other binding rules, standards or decisions adopted by the institutions of the European Union (including, for the avoidance of doubt, CRD and the BRRD) and then in effect (whether or not such requirements, guidelines and policies have the force of law and whether or not they are applied generally or specifically to the Issuer and/or the Group);

*"BRRD"* means Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing the framework for the recovery and resolution of credit institutions and investment firms or such other directive as may come into effect in place thereof (or, as the case may be, any provision of Portuguese law or regulation transposing or implementing such Directive), as amended or replaced from time to time;

*"CRD"* means any of, or any combination of, the CRD Directive, the CRR, and any CRD Implementing Measures;

*"CRD Directive"* 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, as amended or replaced from time to time;

*"CRD Implementing Measures"* means any regulatory capital rules implementing the CRD Directive or the CRR which may from time to time be introduced, including, but not limited to, delegated or implementing acts (regulatory technical standards) adopted by the European Commission, national laws and regulations, and regulations and guidelines issued by the Relevant Authority, the European Banking Authority or any other relevant authority, which are applicable to the Issuer (on a standalone basis) or the Group (on a consolidated basis) and which prescribe the requirements to be fulfilled by financial instruments for inclusion in the regulatory capital or the minimum requirement for own funds and eligible liabilities, as the case may be, of the Issuer (on a standalone basis) or the Group (on a consolidated basis);

*"Eligible Liabilities Event"* means:

- (i) in respect of Senior Preferred MREL Eligible Notes, the determination by the Issuer after consultation with the Relevant Authority that, as a result of a change in any Applicable MREL Regulations becoming effective on or after the Issue Date of the last Tranche of the Notes, all or any part of the Notes will not be eligible for inclusion in the "eligible liabilities" (or any equivalent or successor term) available to meet any MREL Requirement (however called or defined by then Applicable MREL Regulations) of the Group or the Issuer, if the Group or the Issuer is then or, as the case may be, will be subject to such MREL Requirement; provided that an Eligible Liabilities Event shall not occur where such ineligibility for inclusion is or will be caused by (A) the remaining maturity of the relevant Notes being less than any period prescribed by any applicable eligibility criteria under the Applicable MREL Regulations, (B) a subordinated requirement being applied by the Relevant Regulator for such Notes to be eligible for inclusion in the "eligible liabilities" (or any equivalent or successor term) available to

meet any MREL Requirement (however called or defined by then Applicable MREL Regulations) of the Group or the Issuer, (C) the Notes being bought by or on behalf of the Issuer or any other member of the Group or (D) any applicable limits on the amount of “eligible liabilities” (or any equivalent or successor term) permitted or allowed to meet any MREL Requirement(s) being exceeded;

- (ii) in respect of Senior Non-Preferred Notes, the determination by the Issuer after consultation with the Relevant Authority that, as a result of a change in any Applicable MREL Regulations becoming effective on or after the Issue Date of the last Tranche of the Notes, all or any part of the Notes will not be eligible for inclusion in the “eligible liabilities” (or any equivalent or successor term) available to meet any MREL Requirement (however called or defined by then Applicable MREL Regulations) of the Group or the Issuer, if the Group or the Issuer is then or, as the case may be, will be subject to such MREL Requirement; provided that an Eligible Liabilities Event shall not occur where such ineligibility for inclusion is or will be caused by (A) the remaining maturity of the relevant Notes being less than any period prescribed by any applicable eligibility criteria under the Applicable MREL Regulations, (B) the Notes being bought by or on behalf of the Issuer or any other member of the Group or (C) any applicable limits on the amount of “eligible liabilities” (or any equivalent or successor term) permitted or allowed to meet any MREL Requirement(s) being exceeded; or
- (iii) in respect of Subordinated Notes, the determination by the Issuer after consultation with the Relevant Authority that, as a result of a change in any Applicable MREL Regulations becoming effective on or after the Issue Date of the last Tranche of the Notes, all or any part of the Notes will not fully qualify to comply with any MREL Requirement (however called or defined by then Applicable MREL Regulations) of the Group or the Issuer, if the Group or the Issuer is then or, as the case may be, will be subject to such MREL Requirement; provided that an Eligible Liabilities Event shall not occur where such ineligibility for inclusion is or will be caused by (A) the remaining maturity of the relevant Notes being less than any period prescribed by any applicable eligibility criteria under the Applicable MREL Regulations or (B) the Notes being bought by or on behalf of the Issuer or any other member of the Group;

“*Group*” means the Issuer and its Subsidiaries taken as a whole;

“*MREL Requirement*” means the minimum requirement for own funds and eligible liabilities which is or, as the case may be, will be applicable to the Issuer and/or the Group; and

“*Subsidiary*” means in relation to any person (the “*first person*”) at any particular time, any other person (the “*second person*”):

- (i) whose affairs and policies the first person controls or has power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second person or otherwise; or
- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first person.

**(e) Redemption due to a Capital Event**

This Condition 6(e) is applicable only in relation to Subordinated Notes.

Subordinated Notes may be redeemed at the option of the Issuer in whole, but not in part, (but subject to Condition 6(l)) at any time (if this Subordinated Note is not a Floating Rate Note) or on any Interest Payment Date (if this Subordinated Note is a Floating Rate Note), on giving not less than 15 nor more than 60 days’ notice to Noteholders (which notice shall be irrevocable) at their Early Redemption Amount (together with interest accrued (but unpaid) to the date fixed for redemption) if, at any time after the Issue Date, the Issuer determines that a Capital Event has occurred.

Prior to the publication of any such notice of redemption as referred to in the previous paragraph, the Issuer shall deliver to the Agent to make available at its specified office to the Noteholders a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to so redeem (including those set out in Condition 6(l) below) have occurred.

For the purposes of these Conditions, “*Capital Event*” means the determination by the Issuer after consultation with the Relevant Authority that all or any part of the Notes are not eligible for inclusion in the Tier 2 capital of the Group or the Issuer pursuant to Applicable Banking Regulations (other than as a result of any applicable limitation on the amount of such capital as applicable to the Group or the Issuer, as the case may be). For the avoidance of doubt, any amortisation of the Notes pursuant to Article 64 of the CRR (or any equivalent or successor provision) shall not constitute a Capital Event.

**(f) Redemption at the option of the Noteholders (Investor Put)**

This Condition 6(f) is applicable only in relation to Senior Preferred Notes.

If Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Senior Preferred Note giving to the Issuer in accordance with Condition 11 not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms, the Issuer will, upon the expiry of such notice, redeem, such Senior Preferred Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of this Senior Preferred Note the holder of this Senior Preferred Note must, within the notice period, give notice to the Portuguese Paying Agent of such exercise in accordance with the standard procedures of Interbolsa in a form acceptable to Interbolsa from time to time (a "Put Notice") and, at the same time present or procure the presentation of a Certificate to the Portuguese Paying Agent.

Any Put Notice given by a holder of any Senior Preferred Note pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Senior Preferred Note forthwith due and payable pursuant to Condition 9.

**(g) Early Redemption Amounts**

For the purpose of Condition 6(b) above and Condition 9:

- (i) each Note (other than a Zero Coupon Note) will be redeemed at its Early Redemption Amount; and
- (ii) each Zero Coupon Note (subject to Condition 2(a) and Condition 6(k), in the case of Senior Preferred MREL Eligible Notes, Condition 2(b) and Condition 6(k), in the case of Senior Non-Preferred Notes, or to Condition 2(c) and Condition 6(l), in the case of Subordinated Notes), will be redeemed at its Early Redemption Amount calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = RP \times (1 + AY)^y$$

where:

"RP" means the Reference Price;

"AY" means the Accrual Yield expressed as a decimal; and

"y" is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of twelve months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

**(h) Purchases**

The Issuer or any Subsidiary of the Issuer (but subject to Condition 6(k) in the case of Senior Preferred MREL Eligible Notes or Senior Non-Preferred Notes or Condition 6(l) in the case of Subordinated Notes) may purchase Notes at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer or the relevant Subsidiary, cancelled by Interbolsa.

**(i) Cancellation**

All Notes which are redeemed will forthwith be cancelled. All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 6(h) above cannot be reissued or resold.

**(j) Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Conditions 6(a), (b), (c), (d), (e) or (f) above or upon its becoming due and repayable as provided

in Condition 9 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 6(g)(ii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 11.

**(k) Further Provisions Applicable to Redemption and Purchases of Senior Preferred MREL Eligible Notes or Senior Non-Preferred Notes**

Notwithstanding the foregoing, the Issuer shall not be permitted to redeem or purchase any Senior Preferred MREL Eligible Notes or Senior Non-Preferred Notes issued by it prior to the Maturity Date unless the following conditions (in each case, if and to the extent then required by Applicable MREL Regulations) are satisfied:

- (A) the Issuer has given any requisite notice to the Relevant Authority and has obtained the Relevant Authority's prior permission or non-objection to the redemption or purchase (as the case may be) of the Notes; and
- (B) such redemption or purchase (as the case may be) is permitted by and complies with Applicable MREL Regulations.

**(l) Further Provisions Applicable to Redemption and Purchases of Subordinated Notes**

Notwithstanding the foregoing, the Issuer shall not be permitted to redeem or purchase any Subordinated Notes issued by it prior to the Maturity Date unless the following conditions (in each case, if and to the extent then required by Applicable Banking Regulations (including, to the extent applicable, Applicable MREL Regulations)) are satisfied:

- (A) the Issuer has given any requisite notice to the Relevant Authority and has obtained the Relevant Authority's prior permission or non-objection to the redemption or purchase (as the case may be) of the Notes;
- (B) such redemption or purchase (as the case may be) is permitted by and complies with Applicable Banking Regulations (including, to the extent applicable, Applicable MREL Regulations); and
- (C) in the case of any redemption of Notes pursuant to Condition 6(b) or Condition 6(e), the Issuer has demonstrated to the satisfaction of the Relevant Authority (1) that the circumstances giving rise to the Capital Event or the right to redeem under Condition 6(e) were not reasonably foreseeable as at the Issue Date of the most recent Tranche of the Notes and that the change in the applicable regulatory classification is sufficiently certain, or (2) in the case of Condition 6(b), that the change in the applicable tax treatment is material and was not reasonably foreseeable as at the Issue Date of the most recent Tranche of the Notes.

## **7. TAXATION**

**(a) Withholding**

All payments of principal and interest in respect of the Notes by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Tax Jurisdiction unless such withholding or deduction is required by law or regulation. In such event, the Issuer will (subject to Condition 7(b)) pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes in relation to any payment in the absence of such withholding or deduction; except that no such additional amounts shall be payable:

- (i) to, or to a third party on behalf of, a Noteholder who is liable for such taxes or duties in respect of such Note by reason of the holder having some connection with a Tax Jurisdiction other than the mere holding of such Note; and/or
- (ii) to, or to a third party on behalf of, a Noteholder in respect of whom the information required in order to comply with the Decree-Law 193/2005, of 7 November 2005, as amended (the "*Decree-Law*"), and any implementing legislation, is not received by no later than the second ICSD Business Day prior to Relevant Date, or which does not comply with the formalities in order to benefit from tax treaty benefits, when applicable; and/or



- (iii) to, or to a third party on behalf of, a Noteholder resident for tax purposes in the Tax Jurisdiction, or a resident in a tax haven jurisdiction as defined in Ministerial Order 150/2004, of 13 February 2004 (*Portaria do Ministro das Finanças e da Administração Pública n. 150/2004, as amended*) with the exception of (a) central banks and governmental agencies, as well as international institutions recognised by the Tax Jurisdiction, of those tax haven jurisdictions, and (b) tax haven jurisdictions which have a double taxation treaty in force or a tax information exchange agreement in force with Portugal; and/or
- (iv) to, or to a third party on behalf of (a) a Portuguese resident legal entity subject to Portuguese corporation tax (with the exception of entities that benefit from a waiver of Portuguese withholding tax or from Portuguese income tax exemptions) or (b) a legal entity not resident in Portugal acting with respect to the holding of the Notes through a permanent establishment in Portugal (with the exception of entities which benefit from a Portuguese withholding tax waiver); and/or
- (v) where such payment is into an account held on behalf of undisclosed beneficial owners where such beneficial owners are not disclosed for purposes of payment and such disclosure is required by law.

**(b) Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes and Subordinated Notes**

This Condition 7(b) shall only apply to Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes and Subordinated Notes.

Notwithstanding Condition 7(a), any obligation to pay additional amounts provided for therein will be limited to payments of interest (and not, for the avoidance of doubt, to payment of principal or any other amounts) in respect of Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes or Subordinated Notes.

**(c) Definitions**

For the purposes of this Condition 7:

“*ICSD Business Day*” means any day which:

- (i) is not a Saturday or Sunday; and
- (ii) is not 25 December or 31 December.

For the purposes of these Conditions:

“*Relevant Date*” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Portuguese Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 11.

“*Tax Jurisdiction*” means the Republic of Portugal or any political subdivision or any authority thereof or therein having power to tax.

**8. PRESCRIPTION**

Claims for principal and interest in respect of the Notes shall become void unless the relevant Certificates are surrendered within 20 years and 5 years respectively of the Relevant Date (as defined in Condition 7).

**9. EVENTS OF DEFAULT**

**(a) Senior Preferred Notes other than Senior Preferred MREL Eligible Notes**

This Condition 9(a) is applicable only in relation to Senior Preferred Notes which are not specified as being Senior Preferred MREL Eligible Notes in the applicable Final Terms.

If the Notes are specified as Senior Preferred Notes but are not specified as being Senior Preferred MREL Eligible Notes in the applicable Final Terms and any one or more of the following events (each an “*Event of Default*”) shall occur and be continuing:

- (i) the Issuer fails to make payment in the Specified Currency of any principal or interest due in respect of the Notes and such failure to pay continues, in the case of principal, for a period of 7 days or, in the case of interest, for a period of 14 days; or
- (ii) the Issuer defaults in the performance or observance of or compliance with any other obligation on its part in respect of the Notes and (except where such default is not capable of remedy, where no such notice shall be required) such default shall continue for a period of 30 days after written notice of such default shall have been given to the Issuer by a holder of the Note; or

- (iii) insolvency proceedings are commenced by a court against the Issuer, or the Issuer institutes such proceedings or suspends payments or offers or makes a general arrangement for the benefit of all its creditors; or
- (iv) any order shall be made by any competent authority or resolution passed for the dissolution of the Issuer, except a dissolution for the purposes of or pursuant to a reorganisation, merger, consolidation or amalgamation whereby the continuing entity or entity formed as a result of the reorganisation, merger, consolidation or amalgamation effectively assumes the entire obligations of the Issuer under the Notes; or
- (v) the repayment of any Indebtedness for Borrowed Money (as defined below) owing by the Issuer is accelerated by reason of default and such acceleration has not been rescinded or annulled, or the Issuer defaults (after whichever is the longer of any originally applicable period of grace and 14 days after the due date) in any payment of any Indebtedness for Borrowed Money or in the honouring of any guarantee or indemnity in respect of any Indebtedness for Borrowed Money provided that no such event referred to in this subparagraph (v) shall constitute an Event of Default unless the Indebtedness for Borrowed Money whether alone or when aggregated with other Indebtedness for Borrowed Money relating to all (if any) other such events which shall have occurred shall exceed EUR 25,000,000 (or its equivalent in any other currency or currencies),

then any holder of any such Senior Preferred Note may, by written notice to the Issuer at the specified office of the Agent, effective upon the date of receipt thereof by the Agent, declare any such Senior Preferred Notes held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 6(g)), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

For the purposes of this Condition 9(a):

*“Indebtedness for Borrowed Money”* means any present or future indebtedness for or in respect of (i) money borrowed, or (ii) any notes, bonds, debentures, loan stock or other securities offered, issued or distributed whether by way of public offer, private placement, acquisition consideration or otherwise and whether issued in cash or in whole or in part for consideration other than cash.

**(b) Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes and Subordinated Notes**

This Condition 9(b) is applicable only in relation to Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes and Subordinated Notes.

**(i) Events of Default**

If the Notes are specified as Senior Preferred MREL Eligible Notes, Senior Non-Preferred Notes or Subordinated Notes in the applicable Final Terms, any one or more of the following events shall constitute an *“Event of Default”*:

- (A) If default is made for a period of 14 days or more in the payment of any principal or interest due in respect of the Notes or any of them after the due date therefor, then any Noteholder may institute proceedings for the winding-up of the Issuer, but may take no other action in respect of such default.
- (B) If any order shall be made by any competent court or an effective resolution passed for the winding-up or dissolution of the Issuer (other than for the purposes of an amalgamation, merger or reconstruction on terms previously approved by an Extraordinary Resolution of the Noteholders), then any Noteholder may give notice to the Issuer and to the Agent at their respective specified offices, effective upon the date of receipt thereof by the Agent that the Notes held by such Noteholder(s) are, and they shall accordingly thereby forthwith become, immediately due and repayable at their Early Redemption Amount (as described in Condition 6(g)) together with accrued interest.

**(ii) Enforcement**

Without prejudice and subject to Condition 9(b)(i), and in accordance with and to the extent permitted by then applicable law, a Noteholder may at its discretion and without notice institute (or apply for the institution of) such steps, actions or proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Notes (other than any payment obligation of the Issuer under or arising from the Notes, including, without limitation, payment of any principal or interest in respect of the Notes, including any damages awarded for breach of any obligations), provided that, in no event shall the Issuer be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it pursuant to these Conditions (other than in the circumstances described in Condition 9(b)(i)(B)). For the avoidance of doubt, nothing in this Condition 9(b)(ii) shall, however, prevent a Noteholder from instituting (or applying for the institution of) proceedings for the winding-up of the Issuer (in accordance with and to the extent permitted

by then applicable law) and/or proving and/or claiming in any winding-up or dissolution proceedings of the Issuer in respect of any payment obligations of the Issuer arising from the Notes in the circumstances described in Condition 9(b)(i).

(iii) *Extent of Noteholders' remedy*

No remedy against the Issuer, other than as referred to in this Condition 9(b), shall be available to the Noteholders, whether for the recovery of amounts owing in respect of the Notes or any breach by the Issuer of any of its other obligations under or in respect of the Notes.

## **10. PAYING AGENTS**

The names of the initial Paying Agents and their initial specified offices are set out below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

- (a) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange (or any other relevant authority); and
- (b) there will at all times be a Paying Agent in Portugal capable of making payment in respect of the Notes as contemplated by these terms and conditions of the Notes, the Agency Agreement and applicable Portuguese law and regulation.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 5(c). Notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders promptly by the Issuer in accordance with Condition 11.

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

## **11. NOTICES**

All notices regarding the Notes will be deemed to be validly given on the date of such publication if published (i) in a leading newspaper of general circulation in Portugal (which is expected to be *Diário de Notícias*) or by any other way which complies with the Portuguese Securities Code and Interbolsa's rules on notices to investors, notably the disclosure of information through the CMVM official website ([www.cmvm.pt](http://www.cmvm.pt)), and (ii) if and for so long as the Notes are admitted to trading on, and listed on the official list of the Luxembourg Stock Exchange, and as long as the rules of such exchange so requires in a daily newspaper of general circulation in Luxembourg and/or the Luxembourg Stock Exchange's website, [www.bourse.lu](http://www.bourse.lu). It is expected that any such publication in a newspaper will be made in the *Luxemburger Wort* or the *Tageblatt* or any other applicable leading daily newspaper having general circulation in Luxembourg. So long as the Notes are listed on the official list of the Luxembourg Stock Exchange, the Issuer will also request that notices to holders of the Notes be published on the website of the Luxembourg Stock Exchange. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange (or any other relevant authority) on which the Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers, and, in the case of publication on the website of the Luxembourg Stock Exchange, on the date of such publication.

Notices to be given by any Noteholder shall be in writing and may be given to the Portuguese Paying Agent through Interbolsa in such manner as the Portuguese Paying Agent, the Agent and Interbolsa may approve for this purpose.

## **12. MEETINGS OF NOTEHOLDERS, MODIFICATION AND WAIVER**

Meetings of the Noteholders to consider any matter affecting their interests, including the modification or abrogation of any of these Terms and Conditions by Extraordinary Resolution (defined below) and the appointment or dismissal of a Common Representative are governed by the Portuguese Companies Code

enacted by Decree-Law 262/86, of 2 September 1986, as subsequently amended (the “*Portuguese Companies Code*”).

Meetings may be convened by the Common Representative (if any) or, if (i) no Common Representative has been appointed or (ii) if appointed, the relevant Common Representative has failed to convene a meeting, by the chairman of the general meeting of shareholders of the Issuer, and shall be convened if requested by Noteholders holding not less than 5 per cent. in principal amount of the Notes for the time being outstanding. The quorum required for a meeting convened to pass a resolution other than an Extraordinary Resolution will be any person or persons holding or representing Notes then outstanding, regardless of the principal amount thereof; and the quorum required for a meeting convened to pass an Extraordinary Resolution will be a person or persons holding or representing at least 50 per cent. of the Notes then outstanding or, at any adjourned meeting, any person or persons holding or representing any of the Notes then outstanding, regardless of the principal amount thereof.

The number of votes required to pass a resolution other than an Extraordinary Resolution is a majority of the votes cast at the relevant meeting; the majority required to pass an Extraordinary Resolution, including, without limitation, a resolution relating to the modification or abrogation of certain of the provisions of these Conditions, is at least 50 per cent. of the principal amount of the Notes then outstanding or, at any adjourned meeting, two-thirds of the votes cast at the relevant meeting. Resolutions passed at any meeting of the Noteholders will be binding on all Noteholders, whether or not they are present at the meeting or have voted against the approved resolutions.

“*Extraordinary Resolution*” means a resolution passed at a meeting of Noteholders in respect of any modification or abrogation of any Condition (including without limiting, modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes).

The Agent and the Issuer, may agree, without the consent of the Noteholders to:

- (a) any modification (except such modifications in respect of which an increased quorum is required as mentioned above) of the Notes or Agency Agreement which is not prejudicial to the interests of the Noteholders; or
- (b) any modification of the Notes or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Noteholders and any such modification shall be notified to the Noteholders in accordance with Condition 11 as soon as practicable thereafter.

In addition, the Issuer and the Agent shall, without the consent of the Noteholders, effect such consequential amendments to the Agency Agreement and/or these Conditions as may be required in order to give effect to the application of Condition 4(f).

### **13. FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes.

### **14. GOVERNING LAW, SUBMISSION TO JURISDICTION AND ACKNOWLEDGEMENT OF PORTUGUESE STATUTORY LOSS ABSORPTION POWERS**

#### **(a) Governing law**

The Notes shall be construed in accordance with Portuguese law.

#### **(b) Submission to jurisdiction**

The Issuer agrees, for the exclusive benefit of the Noteholders that the courts of Portugal are to have jurisdiction to settle any disputes which may arise out of or in connection with the Notes and that accordingly any suit, action or proceedings (together referred to as “*Proceedings*”) arising out of or in connection with the Notes may be brought in such courts.

The Issuer hereby irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any such Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and hereby further irrevocably agrees that a judgment in any such Proceedings

brought in the Portuguese courts shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

Nothing contained in this Condition shall limit any right to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

**(c) Acknowledgement of Portuguese Statutory Loss Absorption Powers**

Notwithstanding any other term of the Notes or any other agreement, arrangement or understanding between the Issuer and the Noteholders, by its subscription and/or purchase and holding of the Notes, each Noteholder (which for the purposes of this Condition 14(c) includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents and agrees:

- (i) to be bound by the effect of the exercise of the Bail-in Power by the Relevant Resolution Authority, which may include and result in any of the following, or some combination thereof:
  - (A) the reduction of all, or a portion, of the Amounts Due on a permanent basis;
  - (B) the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes, in which case the Noteholder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;
  - (C) the cancellation of the Notes or Amounts Due; or
  - (D) the amendment or alteration of the maturity of the Notes or amendment of the Interest Amount payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
- (ii) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant Resolution Authority.

Neither a reduction or cancellation of all or a portion of the Notes or the Amounts Due in respect of the Notes, or the conversion of all or a portion of the Notes or the Amounts Due in respect of the Notes into another security or obligation of the Issuer or another person, or the amendment or alteration of the maturity of the Notes, the Interest Amount payable in respect of the Notes or the date such Interest Amount becomes payable, in each case as a result of the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Notes, will be an Event of Default or a default in payment for any purpose.

In these Terms and Conditions:

*“Amounts Due”* means the principal amount, together with any accrued but unpaid interest, and any additional amounts referred to in Condition 7(a), if any, due on the Notes. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of the Bail-in Power by the Relevant Resolution Authority;

*“Bail-in Power”* means any power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Portugal, relating to (A) the transposition of the BRRD, (B) Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the Single Resolution Mechanism and the Single Resolution Fund and amending Regulation (EU) No. 1093/2010 (as amended or replaced from time to time) and (C) the instruments, rules and standards created thereunder, pursuant to which any obligation of certain entities as set out in such law, regulation, rules or requirements can be reduced, cancelled, suspended, modified, or converted into shares, other securities, or other obligations; and

*“Relevant Resolution Authority”* means any authority lawfully entitled to exercise or participate in the exercise of any Bail-in Power from time to time.

**15. COMMON REPRESENTATIVE**

The holders of the Notes shall at all times be entitled to appoint and dismiss a Common Representative by means of an Extraordinary Resolution. Upon the appointment of a new Common Representative by the holders of the Notes pursuant to this Condition, any previously appointed and dismissed Common Representative will immediately cease its engagement and will be under the obligation immediately to transfer to the new Common

Representative appointed by the holders of the Notes all documents and information then held by such Common Representative pertaining to the Notes.

As used herein, “*Common Representative*” means a law firm, a chartered accountant’s firm, a financial intermediary, an entity authorised to perform investors representation services in any EU Member State or an individual person with full legal capacity (which is not a holder of Notes), which may be appointed by the holders of Notes under Article 358 of the Portuguese Companies Code.

### **USE OF PROCEEDS**

The net proceeds from each issue of Notes will be applied by the relevant Issuer for its general corporate purposes. If, in respect of an issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

## IMPORTANT DEFINITIONS

“BST” or the “Bank” or in respect of the section entitled “Description of BST”, “the Issuer”	Banco Santander Totta, S.A.
“BST Group” (as used in the sections entitled, “Description of BST” and “Business of the BST Group”)	Banco Santander Totta, S.A., its consolidated subsidiaries and the holding company, Santander Totta, SGPS, S.A.
“BTA”	Banco Totta & Açores, S.A.
“BTA Group”	BTA and its consolidated subsidiaries
“SGPS” or “ST, SGPS” or in respect of the section entitled “Description of SGPS”, “the Issuer”	Santander Totta, SGPS, S.A.



## DESCRIPTION OF BST

### Legal and Commercial name of the Issuer

The legal name of the Issuer is Banco Santander Totta, S.A. and the most frequent commercial name is Santander Totta.

### Incorporation, registration, legal form, head office and contacts of the Issuer, legislation that governs the Issuer's activity and website of the Issuer

Banco Santander Totta, S.A. is a limited liability company (*sociedade anónima*) incorporated under the laws of Portugal with a registered and fully paid up share capital of EUR 1,391,779,674.00, represented by 1,391,779,674 ordinary shares with a nominal value of EUR 1.00 each, and registered in the Commercial Registry Office of Lisbon under the sole registration and taxpayer number 500 844 321. BST's registered address is at Rua Áurea, no. 88, in Lisbon, Portugal, and the telephone number of its registered office is +351 21 326 2031. The Issuer was registered by deed on 19 December 2004. The Issuer is a credit institution whose activities are regulated by the RGICSF and is subject to the Portuguese Companies Code (approved by Decree-Law no. 262/86, of 2 September 1986, as amended).

The Legal Entity Identifier (LEI) code of the Issuer is 549300URJH9VSI58CS32.

The Issuer's website is [www.santander.pt](http://www.santander.pt). The information on the website does not form part of this Base Prospectus, and has not been scrutinised or approved by the CSSF, unless that information is expressly incorporated by reference into this Base Prospectus.

### Business overview

BST's commercial banking business is managed through its retail network. The investment banking and investment funds businesses of BST, formerly managed through Banco Santander de Negócios Portugal, S.A. ("**BSN**"), are now directly managed by BST, following BST's merger with BSN in May 2010. The specialised credit business (including leasing, factoring and consumer credit) is also directly managed by BST, following BST's merger with Totta – Crédito Especializado, Instituição Financeira de Crédito, S.A. on 1 April 2011. The strategy of the BST Group is to position itself as a full service bank offering customers a full range of banking products.

The commercial banking business is divided into four core customer/business areas:

- (i) individuals and self-employed;
- (ii) small and medium-sized businesses;
- (iii) corporate and institutional customers; and
- (iv) high net worth individuals.

As at 31 December 2021, the Issuer had a domestic network of 358 branches (compared to 434 in 31 December 2020). BST has subsidiaries and representative offices abroad, as well as investments in subsidiaries and associated companies.

The Issuer has a long-standing strategy of targeting the university market. It serves this market with branches located either within or near university campuses. In lower traffic sites, the Issuer has small kiosks which offer its customers more limited services and shorter opening hours.

### History of BST

Following an agreement entered into on 7 April 2000 between Banco Santander Central Hispano ("**BSCH**"), Mr. António Champalimaud (the former controlling shareholder of Banco Totta & Açores ("**BTA**")) and CGD, the Issuer acquired a controlling interest of 94.68 per cent. in BTA and 70.66 per cent. in Crédito Predial Português ("**CPP**"). In June 2000, through its associate Santusa Holding, S.L. ("**Santusa, BSCH**"), the Issuer made a public acquisition offer for all of the outstanding shares of BTA and CPP. In December 2000, following a capital increase of BTA and the restructuring of the investments of the BST Group in Portugal, BTA became the head of the BTA Group, which, in addition to CPP, comprised Banco Santander Portugal ("**BSP**") and BSN. The first complete year under the BST Group structure was 2001.

The Issuer was established following a corporate restructuring process completed in December 2004, which

merged the commercial banks within the BST Group in Portugal (namely, BTA, CPP and BSP) into a single legal entity. The outcome was a holding company (SGPS), holding the commercial bank, the Issuer and the investment bank BSN. The restructuring process was approved by the Bank of Portugal and at the Shareholders' General Meetings of BTA, CPP and BSP on 15 October 2004, with the granting and filing of the deed completed on 19 December 2004.

The restructuring was an internal reorganisation of the BST Group in Portugal and resulted in BTA transferring, by operation of the merger, all of its assets into the Issuer, which assumed all the obligations of BTA by operation of law.

In May 2010, BSN was incorporated into the Issuer following a merger process that was initiated in 2009 and, as a result, the share capital of the Issuer increased from EUR 589,810,510.00 to EUR 620,104,983.00. In August 2010, the Issuer announced its intention to carry out a merger with Totta – Crédito Especializado, Instituição Financeira de Crédito, S.A., thus concentrating in the Issuer all lending activity currently developed by the merging entities. A preliminary project of the acquisition of the shares and the alluded merger was presented to the Bank of Portugal in the terms set forth in the law.

In this context, and following a shareholders resolution, on 18 March 2011, the Issuer announced the decision to increase its share capital to EUR 656,723,284.00, by means of contributions in kind (*entradas em espécie*), which would be performed by SGPS through the transfer of 5,750,322 shares representing the share capital of Totta – Crédito Especializado, Instituição Financeira de Crédito, S.A., to which it attributed the global value of EUR 66,304,973.91. To complete this transaction, 36,618,301 new shares representing the share capital of the Issuer, with the nominal amount of EUR 1 each and with an issue premium per share of EUR 0.8107059066, corresponding to the relevant share capital increase, were issued. In addition, the holders of the notes issued by the Issuer, having met to decide about the aforementioned merger, decided not to oppose such merger on 21 March 2011. The filing of the share capital increase with the Commercial Registry Office occurred on 24 March 2011 and the completion of the merger in the terms described above took place on 1 April 2011.

On 20 December 2015, following the resolution measure applied to Banif by the Bank of Portugal, the Issuer acquired a set of rights and obligations, comprised of assets, liabilities, off balance sheet items and assets under the management of Banif, as listed in the resolution passed by the Bank of Portugal in that respect, for the amount of EUR 150 million.

On 8 January 2016 and 28 March 2016, the Issuer registered with the competent commercial registry its share capital increase by EUR 300,000,000 on each such date, from EUR 656,723,284.00 to EUR 956,723,284.00 and from EUR 956,723,284.00 to EUR 1,256,723,284.00, respectively, through the issue of ordinary book-entry and nominative shares with the nominal amount of EUR 1 each. These share capital increases were reserved to BST's shareholders and resulted in a total increase of BST's share capital to EUR 1,256,723,284.00.

On 30 December 2016, BST completed the acquisition of Gamma – Sociedade de Titularização de Créditos, S.A., a securitisation company registered with the CMVM under number 9152, after submitting this transaction to the competent authorities and obtaining the necessary authorisations.

On 24 May 2022, BST registered with the competent commercial registry its share capital increase by EUR 135,056,390.00, from EUR 1,256,723,284.00 to EUR 1,391,779,674.00.

The Issuer is the parent company to various subsidiaries and its financial results are affected by the cashflows and dividends of its subsidiaries.

As at the date of this Base Prospectus, the majority shareholders of the Issuer were:

Shareholder	Nº of shares	%
Santander Totta, SGPS, S.A.	1,376,219,267	98.88%
Taxagest - SGPS, S.A.	14,593,315	1.05%

Santander Totta, SGPS, S.A. directly holds approximately 98.88 per cent. of the Issuer. Santander Totta, SGPS, S.A. is fully owned directly by Banco Santander, S.A. and TaxaGest SGPS, S.A. is fully owned indirectly by Banco Santander, S.A. Therefore, BST is indirectly owned by Banco Santander, S.A.

There are no specific mechanisms in place to ensure that control over the Issuer is not abusively exercised. Risk of abusive control is, in any case, mitigated by the existence of an Audit Committee and an Auditor, as

described herein, in the audited consolidated financial statements of the Issuer in respect of the financial years ended 31 December 2020 and 31 December 2021 by the legal and regulatory provisions and supervision of the Issuer by the CMVM and the Bank of Portugal.

The Issuer, being (i) a credit institution and (ii) a financial intermediary (i.e. an entity which provides investment services/activities and ancillary services) and an issuer of securities admitted to trading on a Portuguese regulated market, is subject to the supervision of, respectively, (i) the Bank of Portugal and (ii) the CMVM, which, among other regulatory areas, supervise the acquisition and disposition of substantial holdings in the Issuer.

The Issuer is managed by a Board of Directors (*Conselho de Administração*) elected at the General Shareholders' Meeting for a three-year period and each of its members is bound by duties of care and loyalty in order to optimise the interests of all relevant stakeholders (in accordance with the Portuguese Commercial Companies Code – Article 64 – and the RGICSF – Article 75). The business address for each of the members of the Management and Statutory Bodies is Banco Santander Totta, S.A., Rua Áurea, no. 88, 1100-063 Lisbon, Portugal.

### **Governing bodies of Banco Santander Totta, S.A. for the 2022-2024 term office**

On 23 November 2021, the General Meeting of shareholders approved the election of corporate officers for the 2022-2024 term of office.

The governing bodies of Banco Santander Totta, S.A., for the 2022-2024 term of office, are:

#### **Board of the General Meeting**

Chairman	António Maria Pinto Leite
Deputy-chairman	Ricardo Andrade Amaro
Secretary	Bruno Miguel dos Santos de Jesus

#### **Board of Directors**

Chairman	José Carlos Brito Sítima
Deputy-chairman	Pedro Aires Coruche Castro e Almeida
Members	Amílcar da Silva Lourenço
	Ana Isabel Abranches Pereira de Carvalho Morais
	Cristina Alvarez Alvarez
	Daniel Abel Monteiro Palhares Traça
	João Pedro Tavares
	Isabel Cristina da Silva Guerreiro
	Manuel António Amaral Franco Preto
	Manuel Maria de Olazábal Albuquerque
	Maria Manuela Machado Farelo Ataíde Marques
	Miguel Belo de Carvalho
	Remedios Ruiz Maciá
	Ricardo Lopes da Costa Jorge

#### **Audit Committee**

Chairman	Ana Isabel Abranches Pereira de Carvalho Morais
Members	Daniel Abel Monteiro Palhares Traça
	João Pedro Tavares
	Manuel Maria de Olazábal Albuquerque
	Maria Manuela Machado Farelo Ataíde Marques

#### **Auditors**

PricewaterhouseCoopers & Associados – Sociedade de Revisores Oficiais de Contas, Lda., represented by José Manuel Henriques Bernardo.

#### **Executive Committee**

Chairman	Pedro Aires Coruche Castro e Almeida
Deputy-chairman	Manuel António Amaral Franco Preto
Members	Amílcar da Silva Lourenço
	Isabel Cristina da Silva Guerreiro
	Miguel Belo de Carvalho
	Ricardo Lopes da Costa Jorge

**Company Secretary**

Full Secretary  
Alternate Secretaries

Bruno Miguel dos Santos de Jesus  
Marta Maria Appleton de Serpa Pimentel Marques

**Risk Committee**

Chairman  
Members

Manuel Maria de Olazábal Albuquerque  
Daniel Abel Monteiro Palhares Traça  
João Pedro Cabral Tavares  
Maria Manuela Machado Costa Farelo Ataíde Marques  
Remedios Ruiz Maciá

**Remuneration Committee**

Chairman  
Members

João Pedro Cabral Tavares  
Daniel Abel Monteiro Palhares Traça  
Remedios Ruiz Maciá  
Manuel Maria de Olazábal Albuquerque  
Maria Manuela Machado Farelo Ataíde Marques

**Appointment Committee**

Chairman  
Members

Daniel Abel Monteiro Palhares Traça  
Ana Isabel Abranches Pereira de Carvalho Morais  
Cristina Alvarez Alvarez  
João Pedro Cabral Tavares  
Manuel Maria de Olazábal Albuquerque

**Salaries Committee**

Chairman  
Member

Jaime Pérez Renovales  
Maria Alexandra Teixeira Peres Brandão Palma Cavaco

**Relevant activities of directors outside BST**

	Within the consolidation perimeter	Outside the consolidation perimeter
<b>Amilcar da Silva Lourenço</b>	-	-
<b>José Carlos Brito Sítima</b>	Santander Totta SGPS (Deputy Chairman of the Board of Directors)	Câmara Comércio Luso Espanhola (Deputy Chairman)
<b>Ana Isabel Abranches Pereira de Carvalho Morais</b>	-	Instituto Superior de Economia e Gestão (Associate Dean); EPAL, Empresa Portuguesa das Águas Livres (Chairwoman of the Supervisory Board); Águas do Vale do Tejo, S.A. (Chairwoman of the Supervisory Board)
<b>Manuel António Amaral Franco Preto</b>	Santander Totta SGPS (Executive Board Member); Taxagest (Chairman)	-

<b>Manuel Maria de Olazábal Albuquerque</b>	-	Fulham Consulting S.L. (Managing Partner)
<b>Pedro Aires Coruche Castro e Almeida</b>	Santander Totta SGPS (Deputy Chairman of the Board of Directors; Chairman of the ExCo (CEO))	ACEGE (Strategy Council); Centro Paroquial São Francisco de Paula (Non-Executive Director); ISEG (Advisory Council Member); Fundação Alfredo de Sousa (Board of Trustees Member); Associação Portuguesa de Bancos (Member of the Board, on behalf of Banco Santander Totta, S.A.)
<b>Isabel Cristina da Silva Guerreiro</b>	Banco Santander, S.A. (Head of Digital Europe)	Santander Bank Polska, S.A. (Supervisory Board Non-Executive Member)
<b>Maria Manuela Machado Costa Farelo Ataíde Marques</b>	-	Católica Lisbon School of Business & Economics, (Assistant Professor); Gerefiança - Consultores de Gestão, Lda (Manager); European Money Markets Institute (Non-Executive Board Member   Supervisory and Risk Board Member)
<b>Miguel Belo de Carvalho</b>	Santander SGPS (Board Member)	Fundação Económicas Fundação Para o Desenvolvimento das Ciências Económicas, Financeiras e Empresariais (Non-Executive Board Member, on behalf of Banco Santander Totta, S.A.); Universidade Lusíada – Faculdade de Ciências da Economia e da Empresa (Advisory Council Member)
<b>Daniel Abel Monteiro Palhares Traça</b>	-	Nova School of Business and Economics (Dean); Casa de Investimento – Gestão de Património e Fundos de Investimento – SGOIC, S.A. (Chairman General Meeting); Fundação Alfredo de Sousa (Non-Executive Board Member, on behalf of NovaSBE)
<b>Remedios Ruiz Maciá</b>	Banco Santander, S.A. (Global Head EWRM)	UCI SA (Non-Executive Board Member, Audit and Risk Committee Member, on behalf of Banco Santander Totta, S.A.); UCI, SA, EFC (Non-Executive Board Member); Tresmares Capital Corporate SL (Non-Executive Board Member, on

		behalf of Banco Santander Totta, S.A.); Deva Capital Holding Company, SL   Deva Capital Management Company, SL (Non-Executive Board Member); Servicios de Cobranza, Recuperación y Seguimiento, SA de CV (SECORSE) (Non-Executive Board Member, on behalf of Deva Capital Servicer Company, S.L.U.)
<b>Cristina Alvarez Alvarez</b>	Banco Santander, S.A. (Head of T&O Europe e Espanã)	Open Bank, S.A. (Non-Executive Board Member, on behalf of Banco Santander, S.A.); ADEDAS HOMES (Non-Executive Board Member, Member of the Nomination and Remuneration Committee and Chairwoman of the Technology, Innovation and Cybersecurity Committee)
<b>João Pedro Tavares</b>	-	AGEGE – Associação Cristã de Empresários e Gestores (Non-Executive Chairman); IES – Social Business School (Non-Executive Chairman); Fundação Gaudium Magnum – Maria e João Cortez de Lobão (Non-Executive Board Member); Fundação Calouste Gulbenkian (Advisor to the Board of Directors)
<b>Ricardo Lopes da Costa Jorge</b>	-	Católica Lisbon School of Business & Economics, Universidade Católica Portuguesa (Guest Professor)

## Employees

In Portugal, certain terms and conditions of employment in the banking sector are negotiated with trade unions and wage negotiations occur on an industry-wide basis. The Issuer has not experienced any material labour problems and it believes that its relations with its employees are generally satisfactory. The major objectives of the BST Group's staff management programme are directed at creating and improving team spirit through, among other measures, recruitment, a training plan and early retirement schemes.

## Material Contracts

As at the date of this Base Prospectus, there are no material contracts that are reasonably likely to have a material effect on this Base Prospectus.

## Conflicts of Interest

The members of the Board of Directors, the Executive Committee, the General Meeting or the Audit Board of BST do not have any conflicts, or any potential conflicts, between their duties to BST and their private interests or other duties.

## Recent Developments

On 10 February 2022, BST informed the market that it had been notified of the ECB's decision regarding minimum prudential requirements, to be fulfilled in 2022 on a consolidated basis by SGPS, based on the results of SREP. Additionally, BST informed the market that the Bank of Portugal confirmed the O-SII buffer to be fulfilled by SGPS and that the minimum own funds requirements to be observed from the referred date, calculated as a ratio of total RWA, are as follows:

	2022	Pillar 1	Pillar 2	Buffers	Ratios Dec-21	31-
<b>CET1</b>	8.344%	4.500%	0.844%	3.000%	25.16%	
<b>T1</b>	10.125%	6.000%	1.125%	3.000%	27.80%	
<b>Total</b>	12.500%	8.000%	1.500%	3.000%	28.23%	

The buffers include the capital conservation buffer (2.5 per cent.) and the O-SII buffer (0.5 per cent.). The Pillar 2 requirement, in 2022, defined under SREP, is 1.5 per cent. Considering the capital ratios calculated as of 31 December 2021, SGPS, complies with the new minimum capital requirements for CET1, Tier 1 and total ratios.

## BST's Economic and Financial Information in 2021

### Consolidated Business

#### Introduction

For the year ending 31 December 2021, the consolidated net income attributable to BST shareholders was EUR 270.5 million, an increase of 4.9 per cent. compared to the EUR 257.7 million registered in the year ending 31 December 2020.

As at 31 December 2021, the efficiency ratio (which, as used in this Base Prospectus, corresponds to the ratio between "Operating costs" and the sum of "Net income from banking activities" and "Cash contributions to resolution funds and deposit guarantee schemes") stood at 40.8 per cent., a decrease of 5.3 per cent. since December 2020, resulting from the 3.3 per cent. increase in net income from banking activities and the 8.7 per cent. reduction in operating costs.

Loans and advances to customers (gross) amounted to EUR 43.4 billion as at 31 December 2021, an increase of 1.7 per cent. compared to the same period last year. Loans to individuals grew by 5.6 per cent. and loans to companies decreased by 1.3 per cent. since 31 December 2020. The non-performing exposure ratio stood at 2.3 per cent. as at 31 December 2021, with provisions coverage of 81 per cent.

As at 31 December 2021, customer resources totalled EUR 47.4 billion, an increase of 9 per cent. year-on-year, determined by a 7.4 per cent. increase in deposits and a 16.6 per cent. increase in off-balance sheet resources.

In 2021, the funding obtained from the ECB, in the amount of EUR 7.5 billion, was based entirely on long-term operations, through TLTRO III. Net exposure to the Eurosystem stood at EUR 0.6 billion. Long-term financing also includes EUR 2 billion in covered bonds and EUR 0.5 billion in securitisations.

Short-term funding (repos), either through repurchase agreements or institutional deposits, was nil.

The LCR, calculated in accordance with the CRD IV rules, stood at 131.6 per cent., meeting the regulatory requirement on the fully-implemented basis in force in 2021.

## Results

<b>CONSOLIDATED INCOME STATEMENTS</b> (million euro)	<b>Dec-21</b>	<b>Dec-20</b>	<b>Var.</b>
<b>Net interest income</b>	728.7	<b>785.0</b>	-7.2%
Income from equity instruments	1.5	1.7	-11.4%
Results from associates	4.2	5.6	-24.7%

Net fees	432.1	377.7	+14.4%
Other operating results	9.6	8.4	+15.1%
<b>Commercial revenue</b>	<b>1,176.2</b>	<b>1,178.3</b>	-0.2%
Gain/losses on financial assets	141.3	96.5	+46.4%
<b>Net income from banking activities</b>	<b>1,317.5</b>	<b>1,274.8</b>	<b>+3.3%</b>
Operating costs	(521.9)	(571.4)	-8.7%
Staff expenses	(279.4)	(321.8)	-13.2%
Other administrative expenses	(193.2)	(197.6)	-2.2%
Depreciation	(49.3)	(52.0)	-5.2%
Cash Contributions to resolution funds and deposit guarantee schemes	(37.7)	(35.6)	+5.8%
<b>Net operating Income</b>	<b>757.9</b>	<b>667.7</b>	<b>+13.5%</b>
Impairment, net provisions and other results	(354.8)	(299.2)	+18.6%
<b>Income before taxes and non-controlling interests</b>	<b>403.1</b>	<b>368.5</b>	<b>+9.4%</b>
Taxes	(132.6)	(110.7)	+19.8%
<b>Income after taxes and before non-controlling interests</b>	<b>270.5</b>	<b>257.7</b>	<b>+4.9%</b>
Non-controlling interests	0.0	0.0	-
<b>Consolidated net income attributable to BST shareholders</b>	<b>270.5</b>	<b>257.7</b>	<b>+4.9%</b>

Net interest income amounted to EUR 728.7 million at the end of 2021, a 7.2 per cent. decrease when compared to the preceding year, reflecting the decline in credit spreads, with negative interest rates in the context of a very competitive sector, and the management of the public debt securities portfolio. Results from associates stood at EUR 4.2 million at the end of 2021, a decrease of 24.7 per cent. compared to the EUR 5.6 million registered in the preceding year.

Net fees stood at EUR 432.1 million, an increase of 14.4 per cent. compared to 2020, with special emphasis on the contribution of account commissions, with the offer of bundled accounts including a set of associated services and means of payment, due to the greater volume of transactions (given the progressive reopening of economic activity), of funds and of insurances, reflecting the diversification of customer resources and the strategic focus on the distribution of autonomous insurance and credit, and due to the commercial dynamics of the new concession. Other operating results amounted to EUR 9.6 million, 15.1 per cent. above the results registered for the same period last year. Commercial revenue, in the amount of EUR 1,176.2 million, decreased 0.2 per cent. in relation to the amount determined in 2020.

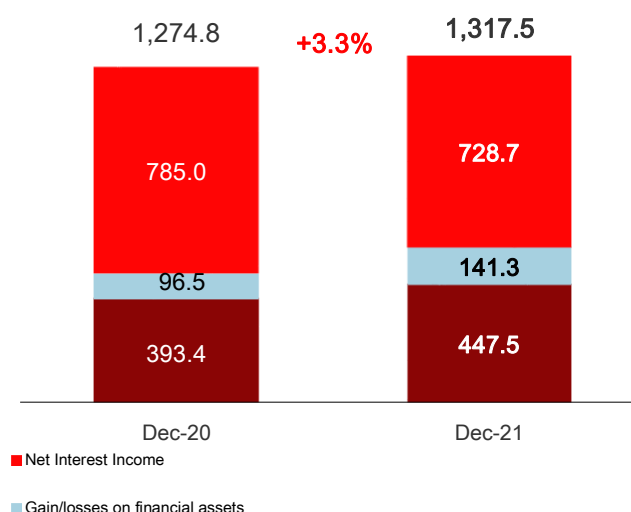
As at 31 December 2021, Gain/Losses on financial assets amounted to EUR 141.3 million, compared to EUR 96.5 million in the previous year, an increase of 46.4 per cent. including the income generated in the management of the public debt portfolio.

Net income from banking activities amounted to EUR 1,317.5 million in December 2021, an increase of 3.3 per cent. when compared to the equivalent amount as at the end of December 2020.



## NET INCOME FROM BANKING ACTIVITIES

million euro



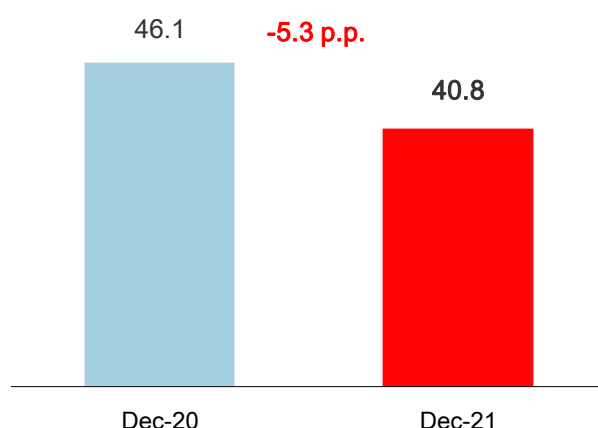
Operating costs amounted to EUR 521.9 million in 2021, registering a 8.7 per cent. decrease compared to the previous year.

In 2021, BST implemented an operational and commercial transformation plan aimed at adapting to the increasingly competitive and digital environment, which involved a significant investment in organisational simplification, process automation and greater technological capacity, with the goal of improving the quality of BST's services and customer satisfaction and loyalty. This led to the closure of 84 branches and downsizing of 1,193 employees. In 2021, staff expenses totalled EUR 279.4 million, representing a 13.2 per cent. decrease compared to the previous year, and other administrative expenses amounted to EUR 193.2 million in 2021, a year-on-year decrease of 2.2 per cent. Depreciation totalled EUR 49.3 million as of 31 December 2021, down by 5.2 per cent. compared to the end of 2020. As regards the operating costs structure in 2021, staff expenses accounted for 54 per cent. of the total, followed by other administrative expenses at 37 per cent. and depreciation at 9 per cent.

<b>OPERATING COSTS</b> (million euro)	<b>Dec-21</b>	<b>Dec-20</b>	<b>Var.</b>
Staff expenses	(279.4)	(321.8)	-13.2%
Other Administrative Expenses	(193.2)	(197.6)	-2.2%
Depreciation	(49.3)	(52.0)	-5.2%
<b>Operating costs</b>	<b>(521.9)</b>	<b>(571.4)</b>	<b>-8.7%</b>
<b>Efficiency ratio</b>	<b>40.8%</b>	<b>46.1%</b>	<b>-5.3 p.p.</b>

At the end of 2021, the efficiency ratio stood at 40.8 per cent., which corresponds to a decrease of 5.3 percentage points ("p.p.") compared to 46.1 per cent. in the previous year, given the 3.3 per cent. increase in net income from banking activities and the 8.7 per cent. decrease in operating costs.

## EFFICIENCY RATIO



In 2021, the cash contributions made to the resolution funds and deposit guarantee schemes amounted to EUR 37.7 million, an increase of 5.8 per cent. compared to the EUR 35.6 million incurred in the previous year.

Net operating income amounted to EUR 757.9 million in 2021, a 13.5 per cent. year-on-year increase, reflecting the positive evolution of revenues and the decrease in operating costs.

Impairment, net provisions and other results registered a cost of EUR 354.8 million in 2021 compared to EUR 299.2 million in 2020.

In 2021, net impairment of financial assets not measured at fair value through profit or loss totalled EUR 73.5 million, 60.8 per cent. less than the EUR 187.7 million recorded a year earlier, when an additional overlay provision was established following the inclusion of the forward looking component of the macro-economic scenario associated with the COVID-19 pandemic context. The recovery of economic activity and the prudent conduct adopted in the event of a possible degradation of the loan portfolio, allowed for the partial reversal of the overlay provision previously established.

Net provisions and other results include an extraordinary provision in the amount of EUR 235.0 million for BST's transformation plan, focused on the optimisation of its branch network and investments in processes, digitalisation and technology. A cost of EUR 22.5 million was also recorded in 2021, which referred to the initial allocation made to the Santander Portugal Foundation, whose mission involves education, employability, ecology, and the social fields of action.

The regulatory cost with the Banking Sector Contribution and Solidarity Tax on the Banking Sector, in the amount of EUR 35.1 million, increased by 1.7 per cent. in 2021, compared to the EUR 34.5 million registered in 2020.

Income before taxes and non-controlling interests amounted to EUR 403.1 million, a 9.4 per cent. increase compared to the amount determined for the same period in 2020.

Taxes amounted to EUR 132.6 million in 2021, a year-on-year increase of 19.8 per cent.

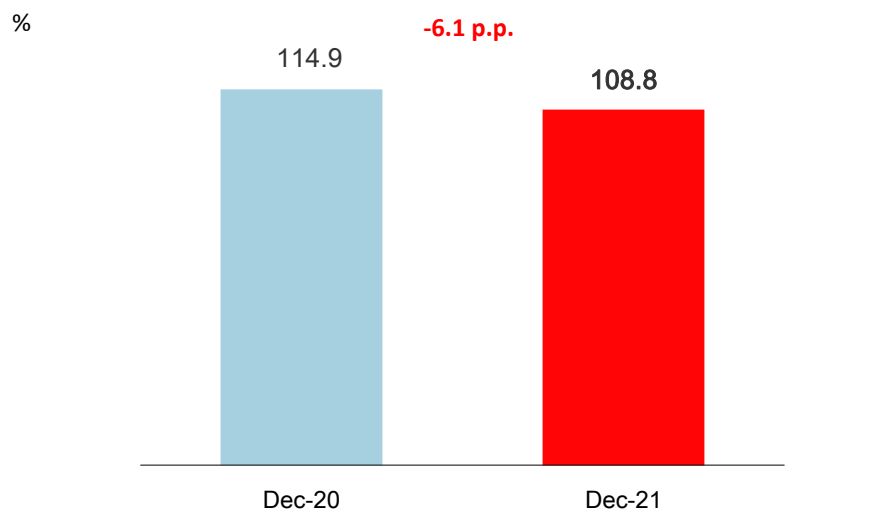
Consolidated net income attributable to BST shareholders amounted to EUR 270.5 million in 2021, a 4.9 per cent. year-on-year increase.

### Balance Sheet and Activity

At the end of 2021, business volume amounted to a total of EUR 90.9 billion, a 5.4 per cent. increase compared to the amount recorded in 2020, resulting from the 1.7 per cent. increase in loans and advances to customers (gross) and 9 per cent. increase in customers' resources.

The Loans/Deposits ratio measured by the ratio of loans and advances to customers (net) to deposits stood at 108.8 per cent. in December 2021, 6.1 per cent. less than in the same period last year, given the lower growth in credit than in deposits.

### LOANS/DEPOSITS RATIO (Transformation ratio)



In 2021, loans and advances to customers (gross) amounted to EUR 43.4 billion, up 1.7 per cent. compared to the same period in 2020, reflecting the the favourable evolution in the production of mortgage credit, credit facilities guaranteed by the State, and public and private investment projects, within the scope of European funds.

LOANS (million euro)	Dec-21	Dec-20	Var.
Loans and advances to customers (gross)	43,416	42,681	+1.7%
<i>of which</i>			
Loans to individuals	24,035	22,768	+5.6%
<i>of which</i>			
Mortgage	21,921	20,671	+6.0%
Consumer	1,716	1,681	+2.1%
Loans to corporates	16,159	16,371	-1.3%

Loans to individuals stood at EUR 24 billion, a year-on-year increase of 5.6 per cent. in 2021.

Mortgage loans increased by 6 per cent. in 2021 to EUR 21.9 billion.

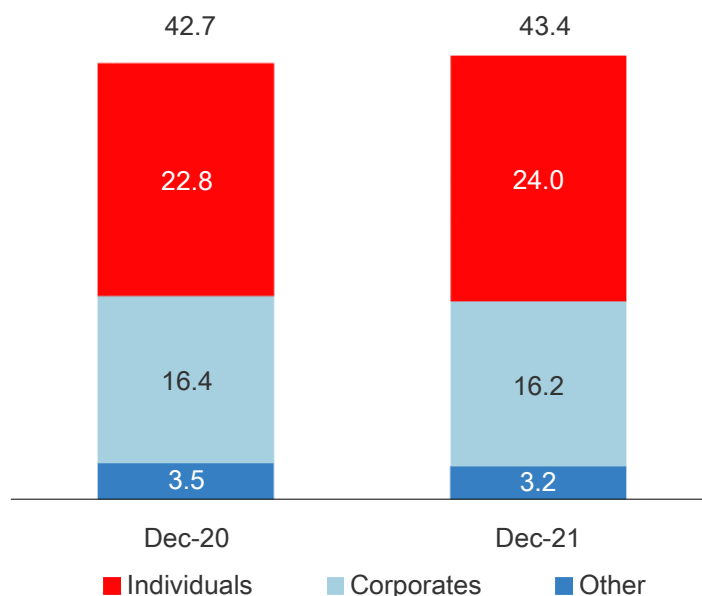
Consumer loans increased by 2.1 per cent. in 2021 to EUR 1.7 billion.

Loans to corporates amounted to EUR 16.2 billion as at 31 December 2021, a decrease of 1.3 per cent. compared to 2020 due to the maturity of operations in the large companies segment in the last quarter of the year, in a context of high liquidity.

### LOANS AND ADVANCES TO CUSTOMERS (GROSS)

billion euro

+1.7%



At the end of 2021, the non-performing exposure ratio, in line with the EBA's definition (in relation to balance sheet exposures), stood at 2.3 per cent., a 0.3 per cent. year-on-year decrease, with impairment coverage standing at 81 per cent. (72.3 per cent. in the previous year). The cost of credit stood at 0.17 per cent. in 2021, 0.28 p.p. less than the 0.45 per cent. registered in 2020.

CREDIT RISK RATIOS	Dec-21	Dec-20	Var.
Non-performing Exposure Ratio	2.3%	2.6%	-0.3p.p.
Non-Performing Exposure coverage Ratio	81%	72.3%	+8.7p.p.
Cost of credit	0.17%	0.45%	-0.28p.p.

Customers' Resources amounted to EUR 47.4 billion at the end of 2021, an increase of 9 per cent. when compared with the amount recorded in 2020, supported by the 7.4 per cent. increase in deposits and 16.6 per cent. increase in off-balance sheet resources since 2020.

RESOURCES (million euro)	Dec-21	Dec-20	Var.
<b>Customers' resources</b>	<b>47,438</b>	<b>43,539</b>	<b>+9.0%</b>
On-balance sheet resources	38,959	36,270	+7.4%
Deposits	38,959	36,270	+7.4%
Off-balance sheet resources	8,479	7,269	+16.6%
Investment funds marketed by the Bank	4,340	3,252	+33.4%
Insurance and other resources marketed by the Bank	4,139	4,017	+3.1%

Deposits amounted to EUR 39 billion in 2021, an increase of 7.4 per cent. year-on-year, representing the main source of balance sheet funding and reflecting the increase in families' savings rate, as well as the trust and loyalty of the Bank's customers, in a context of historically low interest rates.

Off-balance sheet resources stood at EUR 8.5 billion at the end of 2021, up 16.6 per cent. in relation to December 2020. Investment funds marketed by the Bank, in the amount of EUR 4.3 billion, increased 33.4 per

cent. compared to the previous year and insurance and other resources marketed by the Bank stood at EUR 4.1 billion as at 31 December 2021, registering a 3.1 per cent. year-on-year increase.

### Solvency Ratios

At the end of December 2021, the CET1 ratio, calculated according to CRR/CRD IV, stood at 26.4 per cent. (fully implemented), an increase of 5.6 per cent. compared to the previous year, reflecting the Bank's ability to generate organic capital and manage risk-weighted assets.

In light of recommendation ECB/2020/19 issued by the ECB on 27 March 2020, the Board of Directors of BST decided not to distribute dividends in 2021.

BST has a very high capitalization rate, above the minimum requirements set by the ECB within the scope of the SREP. In 2021, the CET1 ratio was 8.3 per cent., the Tier 1 ratio was 10.1 per cent. and the Total Capital ratio was 12.5 per cent. (fully implemented).

The 29 per cent. MREL ratio was above the fully implemented requirement of 17.8 per cent., required from 1 January 2022.

<b>CAPITAL</b> (million euro)	<b>Dec-21</b>	<b>Dec-20</b>	<b>Var.</b>
<b>Common Equity Tier 1</b>	<b>3,797</b>	<b>3,729</b>	<b>1.8%</b>
Tier 1 Capital	3,797	3,729	+1.8%
Total Capital	4,178	4,138	+1%
<b>Risk Weighted Assets (RWA)</b>	<b>14,408</b>	<b>17,954</b>	<b>-19.8%</b>
CET 1 ratio	26.4%	20.8%	+5.6 p.p.
Tier 1 ratio	26.4%	20.8%	+5.6 p.p.
Total Capital ratio	29%	23.1%	+5.9 p.p.

## DESCRIPTION OF SGPS

### Incorporation and Registered Office

Santander Totta, SGPS, S.A., incorporated under Portuguese Law, is the holding company of BST, with a registered and fully-paid share capital of EUR 1,972,962,079.58, with a nominal value of one cent each and registered in the Commercial Registry Office of Lisbon under the sole registration number and taxpayer 507 096 851. SGPS's registered address is at Rua do Ouro n.º 88 – 1100-063 Lisboa, Portugal, and its registered office telephone number is +351 21 3262031. SGPS was registered by deed on 19 December 2004. Its commercial name is Santander SGPS.

The Issuer is a holding company regulated by the Decree-Law 495/98, of 30 December, as amended.

The Legal Entity Identifier (LEI) code of SGPS is 5493005RLLC1P7VSVC58.

SGPS's share capital is held at 99.848 per cent. by Banco Santander, S.A.

SGPS's share capital, fully issued and paid-up in cash or in other assets making up SGPS's assets, is of EUR 1,972,962,079.58, which is represented by 197,296,207,958 ordinary shares, with a par value of one euro cent each.

SGPS is managed by a Board of Directors (*Conselho de Administração*) elected at the General Shareholders' Meeting for a three-year period and each of its members is bound by duties of care and loyalty in order to optimise the interests of all relevant stakeholders (in accordance with the Commercial Companies Code – Article 64 – and the Credit Institutions General Regime – Article 75). The business address for each of the members of the Management and Statutory Bodies is Banco Santander Totta, S.A., Rua do Ouro, no. 88, 1100-063 Lisbon, Portugal.

Governing bodies of SGPS, for the 2022-2024 term of office, are:

#### Board of the General Meeting

Chairman	António Maria Pinto Leite
Deputy-chairman	Ricardo Andrade Amaro
Secretary	Bruno Miguel dos Santos de Jesus

#### Board of Directors

Chairman	José Carlos Brito Sítima
Deputy-chairman	Pedro Aires Coruche Castro e Almeida
Member	Manuel António Amaral Franco Preto
	Miguel Belo de Carvalho

#### Audit Committee

Chairman	José Duarte Assunção Dias
Members	Henrique Salema de Carvalho e Silva
	Luís Paulo Glória Picardo de Sousa
Alternate	José Luís Areal Alves da Cunha

#### Auditors

PricewaterhouseCoopers & Associados - Sociedade de Revisores Oficiais de Contas, Lda., represented by José Manuel Henriques Bernardo.

#### Remuneration Committee

Chairman	Jaime Pérez Renovales
Member	Maria Alexandra Teixeira Peres Brandão Palma Cavaco

## Company Secretary

Full	Bruno Miguel dos Santos de Jesus
Alternate	Marta Maria Appleton de Serpa Pimentel Marques

## Relevant activities of the members of the Board of Directors outside SGPS

	Within the consolidation perimeter	Outside the consolidation perimeter
<b>José Carlos Brito Sítima</b>	Santander Totta SGPS (Deputy Chairman of the Board of Directors)	Câmara Comércio Luso Espanhola (Deputy Chairman)
<b>Manuel António Amaral Franco Preto</b>	Banco Santander Totta, SA (Member of the Board of Directors; Deputy-Chairman of the ExCo); Taxagest (Chairman)	
<b>Pedro Aires Coruche Castro e Almeida</b>	Banco Santander Totta, SA (Deputy-Chairman of the Board of Directors; Chairman of the ExCo   CEO)	ACEGE (Strategy Council); Centro Paroquial São Francisco de Paula (Non-Executive Director); ISEG (Advisory Council); Fundação Alfredo de Sousa (Board of Trustees Member); Associação Portuguesa de Bancos (Member of the Board, on behalf of Banco Santander Totta, S.A.)
<b>Miguel Belo de Carvalho</b>	Fundação Santander Portugal (Non-Executive Board Member)	Fundação Económicas Fundação Para o Desenvolvimento das Ciências Económicas, Financeiras e Empresariais (Non-Executive Board Member, on behalf of Banco Santander Totta, S.A.); Universidade Lusíada – Faculdade de Ciências da Economia e da Empresa (Advisory Council Member)

## Material Contracts

As at the date of this Base Prospectus, there are no material contracts that are reasonably likely to have a material effect on this Base Prospectus.

## Conflicts of Interest

There are no potential conflicts of interest between any duties to SGPS by any of the members of either the Board of Directors, the Executive Committee, the General Meeting or the Audit Board in respect of their private or other duties.

## SGPS Economic and Financial Information in 2021

### Consolidated Business

#### Introduction

At the end of December 2021, SGPS returned a consolidated net income attributable to the shareholders of ST, SGPS of EUR 298.6 million, an increase of 1 per cent. when compared to the EUR 295.6 million registered in the previous year.

As at 31 December 2021, the return on equity ratio between consolidated net income attributable to the shareholders of ST, SGPS and total equity at the beginning of the period stood at 6.3 per cent. and the efficiency ratio was 40.1 per cent., with an improvement of 4.9 p.p. when compared to December 2020.

Loans and advances to customers (gross) amounted to EUR 43.4 billion, an increase of 1.7 per cent. when compared to the same period in the previous year. Loans to individuals grew by 5.6 per cent. and loans to corporates decreased by 1.3 per cent.

SGPS's non-performing exposure ratio amounted to 2.3 per cent. as at 31 December 2021, down 0.3 per cent. from the previous year, with a coverage by provisions of 81 per cent.

Customers' resources amounted to EUR 46.9 billion in 2021, up 8.5 per cent. when compared to 2020, with a 6.9 per cent. increase in deposits and a 16.6 per cent. increase in off-balance sheet resources.

The fully loaded CET1 ratio stood at 25.1 per cent., above the minimum required by the ECB under the SREP, an increase of 4.5 per cent. when compared to the end of 2020.

The funding obtained from the Eurosystem, in the amount of EUR 7.5 billion, was based entirely on TLTRO III operations. Net exposure to the ECB (borrowings net of investments with this institution) stood at EUR 0.6 billion. Long-term financing also includes EUR 2 billion in covered bonds and EUR 0.5 billion in securitisations.

Short-term funding, either through repurchase agreements or through institutional deposits, was nil in 2021.

The LCR calculated in accordance with EBA rules stood at 138.2 per cent., meeting the regulatory requirement.

## Results

<b>CONSOLIDATED INCOME STATEMENTS</b> (million euro)	<b>Dec-21</b>	<b>Dec-20</b>	<b>Var.</b>
<b>Net interest income</b>	<b>729.6</b>	<b>786.6</b>	<b>-7.2%</b>
Income from equity instruments	1.5	1.7	-11.4%
Results from associates	16.1	14.6	+10.5%
Net fees	426.6	373.2	+14.3%
Other operating results	10.8	9.6	+12.5%
Insurance activity	16.2	17.2	-5.8%
<b>Commercial revenue</b>	<b>1,200.9</b>	<b>1,203.0</b>	<b>-0.2%</b>
Gain/losses on financial assets	155.3	114.7	+35.4%
<b>Net income from banking activities</b>	<b>1,356.2</b>	<b>1,317.7</b>	<b>+2.9%</b>
Operating costs	(528.7)	(577.2)	-8.4%
Staff expenses	(282.1)	(324.4)	-13.0%
Other administrative expenses	(196.9)	(200.4)	-1.7%
Depreciation	(49.7)	(52.4)	-5.1%
Cash contributions to resolution funds and deposit guarantee schemes	(37.7)	(35.6)	+5.8%
<b>Net operating Income</b>	<b>789.7</b>	<b>704.8</b>	<b>+12.0%</b>
Impairment, net provisions and other results	(354.8)	(299.8)	+18.3%
<b>Income before taxes and non-controlling interests</b>	<b>435.0</b>	<b>405.0</b>	<b>+7.4%</b>
Taxes	(136.3)	(109.3)	+24.6%



Income after taxes and before non-controlling interests	298.7	295.7	+1.0%
Non-controlling interests	(0.1)	(0.1)	+4.6%
<b>Consolidated net income attributable to the shareholders of ST, SGPS</b>	<b>298.6</b>	<b>295.6</b>	<b>+1.0%</b>

In 2021, net interest income stood at EUR 729.6 million, down 7.2 per cent. when compared to the EUR 786.6 million registered at the end of 2020, as a result of negative market interest rates and the reduction of credit spreads in the context of a very competitive sector, and the management of public debt securities.

The results from associates amounted to EUR 16.1 million, an increase of 10.5 per cent. when compared to the EUR 14.6 million registered in 2020.

Net fees amounted to EUR 426.6 million in 2021, 14.3 per cent. higher than the EUR 373.2 million registered in 2020.

Other operating results amounted to EUR 10.8 million in 2021, 12.5 per cent. more than in the same period last year.

Insurance activity amounted to EUR 16.2 million in 2021, down by 5.8 per cent. when compared to the EUR 17.2 million registered in 2020.

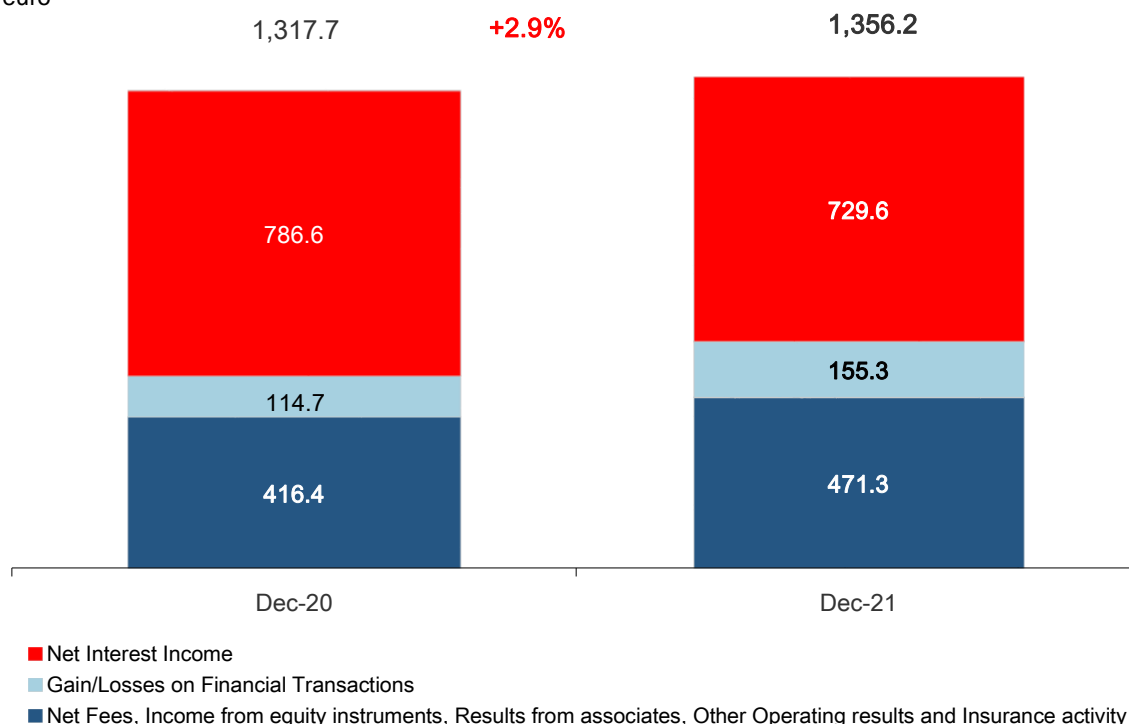
Commercial revenue totalled EUR 1,200.9 million, 0.2 per cent. less than the EUR 1,203 million recorded in 2020, with the favourable evolution of commissions, mitigated by the reduction in net interest income.

Gain/losses on financial assets amounted to EUR 155.3 million in 2021, up by 35.4 per cent. when compared to the EUR 114.7 million recorded in 2020, influenced by the result generated in the management of the public debt securities portfolio.

Net income from banking activities amounted to EUR 1,356.2 million at the end of December 2021, an increase of 2.9 per cent. on the amount recorded at the end of December 2020.

### NET INCOME FROM BANKING ACTIVITIES

million euro



Operating costs amounted to EUR 528.7 million in 2021, down by 8.4 per cent. when compared to 2020.

In 2021, SGPS implemented an operational and commercial transformation plan aimed at adapting to the increasingly competitive and digital environment, which involved a significant investment in organisational simplification, process automation and technological capacity, aimed at improving the quality of service and customer satisfaction and loyalty, which led to the reduction of 84 branches and 1,195 employees.

Staff expenses amounted to EUR 282.1 million in 2021, down by 13 per cent. when compared to 2020.

Other administrative expenses amounted to EUR 196.9 million in 2021, a year-on-year decrease of 1.7 per cent.

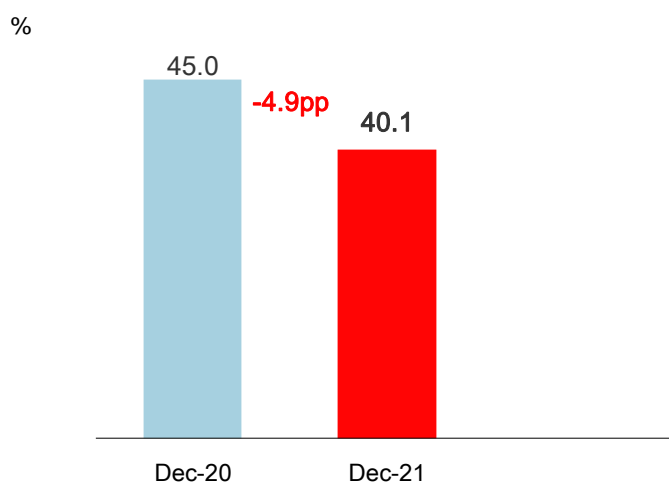
Depreciation amounted to EUR 49.7 million in 2021, down by 5.1 per cent. when compared to the end of 2020.

With respect to 2021's operating costs structure, staff expenses accounted for 53.3 per cent. of the total value, followed by other administrative expenses at 37.2 per cent. and depreciation at 9.4 per cent.

<b>OPERATING COSTS</b> (million euro)	<b>Dec-21</b>	<b>Dec-20</b>	<b>Var.</b>
Staff expenses	(282.1)	(324.4)	-13.0%
Other administrative expenses	(196.9)	(200.4)	-1.7%
Depreciation	(49.7)	(52.4)	-5.1%
<b>Operating costs</b>	<b>(528.7)</b>	<b>(577.2)</b>	<b>-8.4%</b>
<b>Efficiency ratio</b>	<b>40.1%</b>	<b>45.0%</b>	<b>-4.9 p.p.</b>

At the end of 2021, the efficiency ratio had decreased by 4.9 percentage points, down from 45 per cent. to 40.1 per cent, as a result of the 2.9 per cent. increase of net income from banking activities and the 8.4 per cent. reduction of operating costs.

#### EFFICIENCY RATIO



In 2021, the cost of cash contributions to the resolution funds and deposit guarantee schemes amounted to EUR 37.7 million, reflecting an increase of 5.8 per cent. when compared to the cost of EUR 35.6 million incurred in the previous year. In 2021, the net operating income of EUR 789.7 million increased by 12 per cent., compared to the EUR 704.8 million achieved in the same period last year, reflecting the positive evolution of revenues and the decrease in operating costs.

Impairment, net provisions and other results entailed a cost of EUR 354.8 million in 2021, compared to EUR 299.8 million in 2020.

In 2021, net impairment of financial assets not measured at fair value through profit or loss totalled EUR 73.5 million, 60.8 per cent. less than the EUR 187.6 million recorded a year earlier, when an additional overlay provision had been established, following the inclusion of the forward-looking component of the macro-economic scenario associated with the COVID-19 pandemic context. The recovery of economic activity and the prudent conduct adopted in the event of a possible degradation of the loan portfolio allowed the partial reversal of the overlay provision previously established.

Net provisions and other results include an extraordinary provision of EUR 235.0 million for the transformation plan of SGPS, through the optimisation of its branch network and investments in processes, digitalisation, and technology. A cost of EUR 22.5 million was also recorded, referring to the initial allocation to the Santander Portugal Foundation, whose purpose is intervention in the education, employability, ecology, and social fields.

The regulatory cost with the Banking Sector Contribution and Solidarity tax on the Banking Sector, in the amount of EUR 35.1 million, increased by 1.7 per cent. in 2021 compared to the EUR 34.5 million recorded last year.

Income before taxes and non-controlling interests amounted to EUR 435 million in 2021, an increase of 7.4 per cent. when compared to the EUR 405 million recorded in 2020.

Taxes totalled EUR 136.3 million in 2021, an annual increase of 24.6 per cent. when compared to the EUR 109.3 million recorded a year earlier.

At the end of 2021, SGPS returned a consolidated net income attributable to the shareholders of ST, SGPS of EUR 298.6 million, an increase of 1 per cent. when compared to the EUR 295.6 million recorded in 2020.

### Balance Sheet and Business

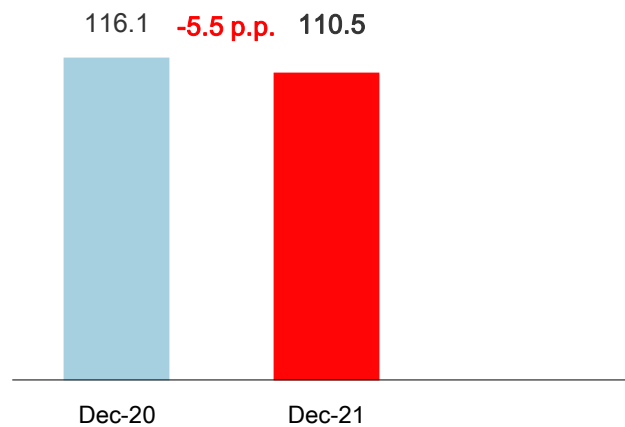
At the end of 2021, business volume amounted to EUR 90.3 billion, up 5.1 per cent. when compared to the 2020 figure of EUR 85.9 billion, resulting from the 1.7 per cent. increase in loans and advances to customers (gross) and the 8.5 per cent. increase in customers' resources.

<b>BUSINESS VOLUME</b> (million euro)	<b>Dec-21</b>	<b>Dec-20</b>	<b>Var.</b>
<b>Business Volume</b>	<b>90,307</b>	<b>85,892</b>	<b>+5.1%</b>
Loans and advances to customers (gross)	43,416	42,684	+1.7%
Customers' Resources	46,892	43,208	+8.5%

The Loans/Deposits ratio stood at 110.5 per cent. in December 2021, 5.5 percentage points less than in the same period last year, given the lower growth in credit than deposits.

### LOANS/DEPOSITS RATIO (transformation ratio)

%



At the end of December 2021, the portfolio of loans and advances to customers (gross) stood at EUR 43.4 billion, up 1.7 per cent. when compared to the same period in the previous year, reflecting the favourable evolution of the production of mortgage credit, credit facilities guaranteed by the Portuguese state, and public and private investment projects, within the scope of the European funds.

LOANS (million euro)	Dec-21	Dec-20	Var.
<b>Loans and advances to customers (gross)</b>	<b>43,416</b>	<b>42,684</b>	<b>+1.7%</b>
<i>of which</i>			
Loans to individuals	24,035	22,768	+5.6%
<i>of which</i>			
Mortgage	21,921	20,671	+6.0%
Consumer	1,716	1,681	+2.1%
Loans to corporates	16,159	16,371	-1.3%

Loans to individuals stood at EUR 24 billion in 2021, a year-on-year increase of 5.6 per cent. in relation to 2020.

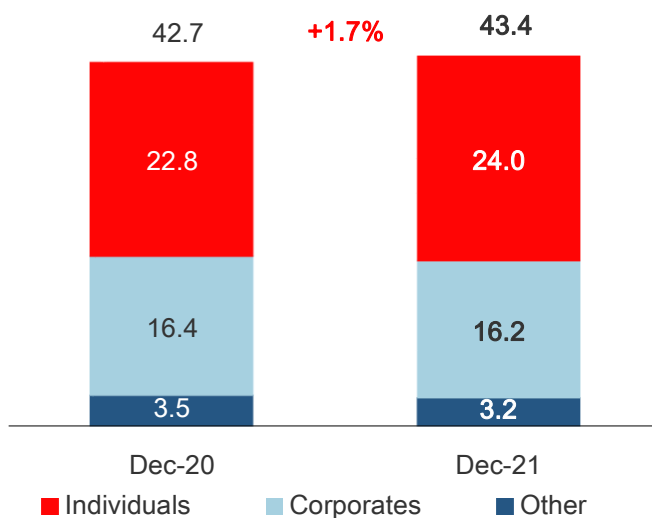
Mortgage loans increased by 6 per cent. to EUR 21.9 billion in 2021.

Consumer credit increased by 2.1 per cent. to EUR 1.7 billion in 2021, reflecting the increase in expenditure in the context of the reopening of economic activity.

Loans to corporates stood at EUR 16.2 billion in 2021, equivalent to a year-on-year decrease of 1.3 per cent., due to the maturity of operations in the large companies segment in the last quarter of 2021, in a context of high liquidity.

## LOANS AND ADVANCES TO CUSTOMERS (GROSS)

billion euro



At the end of 2021, SGPS's non-performing exposure, calculated in line with the EBA definition, stood at 2.3 per cent., a decrease of 0.3 per cent. compared to the same period in the previous year. The cover of non-performing exposure by impairments stood at 81 per cent. (up 8.7 per cent. when compared to the 72.3 per cent. recorded in December 2020). The cost of credit stood at 0.17 per cent., 0.28 percentage points less than the 0.45 per cent. recorded in the same period in 2020.

### CREDIT RISK RATIOS

	Dec-21	Dec-20	Var.
Non-Performing Exposure Ratio	2.3%	2.6%	-0.3 p.p.
Non-Performing Exposure coverage Ratio	81.0%	72.3%	+8.7 p.p.
Cost of credit	0.17%	0.45%	-0.28 p.p.

At the end of December 2021, customers' resources totalled EUR 46.9 billion, up 8.5 per cent. when compared to the same period in the previous year, supported by the annual growth of deposits of 6.9 per cent. and the 16.6 per cent. increase in off-balance sheet resources.

### RESOURCES (million euro)

	Dec-21	Dec-20	Var.
<b>Customers' resources</b>	<b>46,892</b>	<b>43,208</b>	<b>+8.5%</b>
On-balance sheet resources	38,412	35,939	+6.9%
Deposits	38,412	35,939	+6.9%
Off-balance sheet resources	8,479	7,269	+16.6%
Investment funds	4,340	3,252	+33.4%
Insurance and other resources	4,139	4,017	+3.1%

Deposits reached the amount of EUR 38.4 billion in 2021, up 6.9 per cent. compared to 2020, constituting the main source of funding of the balance sheet. This result reflected the increase in the savings rate of families, as well as customers' level of trust and connection with SGPS, in a context of historically low interest rates.

Off-balance sheet resources stood at EUR 8.5 billion in 2021, up 16.6 per cent. from the December 2020 figure. Investment funds marketed by the Issuer, in the amount of EUR 4.3 billion in 2021, increased by 33.4 per cent. compared to the previous year. Insurance and other resources, in the amount of EUR 4.1 billion in 2021, were up 3.1 per cent. year-on-year.

### Solvency Ratios

At the end of 2021, the Issuer had a high capitalization, with the CET1 ratio calculated in accordance with the CRR/CRD IV rules standing at 25.1 per cent. (fully loaded), an increase of 4.5 per cent. when compared to the previous year, thus complying with all the capital ratios required by the ECB under the SREP.

<b>CAPITAL</b> (million euro)	<b>Dec-21</b>	<b>Dec-20</b>	<b>Var.</b>
<b>Common Equity Tier I</b>	<b>3,740</b>	<b>3,697</b>	<b>+1.2%</b>
Tier I Capital	4,140	4,297	-3.7%
Total Capital	4,204	4,373	-3.9%
<b>Risk Weighted Assets (RWA)</b>	<b>14,879</b>	<b>17,958</b>	<b>-17.1%</b>
CET I ratio	25.1%	20.6%	+4.5 p.p.
Tier I ratio	27.8%	23.9%	+3.9 p.p.
Total Capital Ratio	28.3%	24.4%	+3.9 p.p.

## BUSINESS OF THE BST GROUP

### Business Areas Overview

#### *Individuals and Businesses, Companies and Institutional*

2021 was a particularly challenging year for everyone and, in particular, for the commercial areas.

The Bank's strategy in the Individuals area was focused on simplifying processes, consolidating new service models, and improving customer experience. The commercial activity results in this segment were in line with the goals for the year, with emphasis on the reinforcement of leadership in Mortgage Credit, increased productivity in the Protection, Savings and Payments areas, and improvements in the Bank's customers' level of satisfaction ("**NPS**"). These results were clearly leveraged by the Bank's digital transformation process, along with the restructuring of its commercial and process areas.

In 2021, Insurance Protection activity was focused on expanding the customer base and the level of protection for each customer.

With regard to Autonomous Insurance, new products were launched with optimised journeys and differentiating characteristics (for example, one-click quote) such as Auto Insurance, Corporate Liability Insurance and Corporate Health Insurance. Packages were made available for the combined sale of insurance with advantageous conditions, and the Bank's offer on digital channels was reinforced (with its weight in the placement of new policies having doubled).

With regard to Credit-Associated Insurance, the Bank conducted a review of the entire simulation and contracting process, which is now far simpler and more intuitive, for both Mortgage and Personal Credit. The offer was also strengthened with the introduction of a new coverage for orphans who have lost both parents and the availability of the House Pack. The possibility of renewing Life Insurance with a Single Premium and contracting insurance for Personal Credits in progress (previously it was only possible to protect one's credit at the time of contracting) was also introduced.

Additionally, the Bank maintained in force the exceptional measures taken in the context of the COVID-19 pandemic, which included eliminating the pandemic exclusion in Health, Life and Wage.

The after-sales activity of Protection Insurance recorded significant progress in terms of both renewal of policies and claim management. The Bank started to measure the NPS of the after-sales journeys for various insurances, helping it to identify and correct opportunities for improvement in its customer service.

In terms of Savings, there was an increase in the diversification of off-balance sheet investments, mainly in investment funds and retirement savings — a process significantly helped by the fact that markets had a very positive 2021. 2021 was also a year in which the Bank continued focused on its digitalisation path, through the conclusion of several technological projects with a view to improving customer experience.

In terms of Payments, the goal is still to place Santander as the bank of choice for digital payments. Thus, within the scope of the Bank's digital transformation plan and the launch of the "One App", various digital payment features were made available in 2021 to make the Bank's customers' day-to-day life much easier. Within the scope of digital payments, customers continued to digitise their cards on wallets (Apple, Garmin, Fitbit and Santander) and on electronic platforms for online trade.

As regards corporate customers' transactions, the Bank promoted the marketing of products that help simplify their day-to-day management, such as the commercial promotion of the Dedicated IBANs Product (a solution that facilitates the process of reconciling their bank charges) and the launch of payment for services by batch in XML format (a solution that allows companies to make payments in an aggregated way).

Additionally, with regard to Points of Sale ("**POS**") terminals, the Bank focused on developing this service and differentiating payment solutions, namely through digital contracting and the development of new equipment, such as SmartPOS, having ensured sustained growth throughout 2021. The pandemic context kept the focus on online services. Thus, the promotion and dissemination of the payment gateway, which allows for the acceptance of cards, payments for services, and MB Way on a single platform, resulted in an increased number of merchants compared to the previous year.

Lastly, with regard to regulatory compliance with Directive (EU) 2015/2366, more than two million cards were enabled to carry out strong authentication of online purchases through the Santander mobile App. Additionally, there were further developments in terms of open banking, namely expansion of the offer of entities that customers can aggregate through the Bank's channels, which, in addition to the main national banks, now also

include Revolut, Cetelem, and Universo accounts. In this way, Santander customers can consult all their accounts without leaving Santander, and can initiate transfers from any bank. Also, in respect of open banking, and within the scope of “Collections”, the Bank now allows its customers to initiate transfers from other banks through the Banks’s channels, in order to any settle debts they may have with Santander.

As far as Personal and Housing Credit is concerned, despite the pandemic context, the accumulated production of housing credit grew by about 20 per cent. compared to 2020, placing the Bank’s production market share above 20 per cent.

The production of personal loans amounted to €415 million (10 per cent. more than in 2020), with an emphasis on the Bank’s evolution towards a fully digital, omnichannel (available on all channels), end-to-end solution, making contracting much easier. The contracting of personal credit online represented 54 per cent. of all personal credit granted.

The Daily Banking area continued its work managing the Bank’s day-to-day banking offer for customers, whose strategic priority is to provide a simple, secure and accessible payment experience through any channel. Despite the pandemic situation, 2021 was characterised by a positive evolution in the number of customers who use the Bank to organise their daily lives, namely for their purchases, payments, transfers, withdrawals and direct debits.

2021 saw a positive evolution in the number of World 1|2|3 private customers who enjoy an ecosystem of advantages and cashbacks when using their credit card. About 80 per cent. of these customers have Santander as their first bank and in 2021, the Bank returned cashback benefits to about 85 per cent. of these customers, amounting to approximately €15.9 million.

With the aim of improving customer experience, several initiatives were implemented, such as: a more simplified card offer, in line with the image at European level; sending the digital PIN of cards by SMS at the time of activation; the possibility of breaking down purchases made with a credit card at the POS into 3, 6 or 12 months; the possibility of requesting a prepaid card through digital channels; cost exemption when using MB Way on any platform; and exemption from purchase and withdrawal costs in foreign currencies of up to €1,000 on debit cards.

The Bank also reinforced its commitment to security. In online purchases, payment validation through the Santander App (3D Secure) became mandatory, and in situations of transactions refused by security blockages, a notification is now sent to the customer, helping him/her complete their transactions.

In terms of Responsible Banking, cards are now issued in biodegradable material, with the “Carbon Neutral” quality seal, in order to reduce the Bank’s environmental footprint. The Bank has also implemented a recycling process for expired cards, which will be used to produce street furniture, and for each kilo of cards collected, a tree will be planted in a protected area, with the guarantee that it will be taken care of for 5 years.

Furthermore, the Santander Boutique (Marketplace) celebrated one year of activity. It currently has 16 partners and offers credit solutions (personal credit and credit card) with the possibility of customers splitting their purchases up to 36 months.

2021 was also a very important year in terms of the Bank’s digital transformation.

The launch of a new mobile App in Portugal was a milestone in the Bank’s digital transformation plan. Its aim is to better serve customers and to facilitate the Bank’s interaction with them, through a mobile banking experience model common to the various European markets. The new App was based on the structure of the App launched in Spain, which was recognised as the Best Digital Bank in Western Europe by Euromoney.

In addition, the Bank focused on consolidating the Digilosofia brand, both internally, by launching various initiatives to boost commercial and internal communication, and externally, through the implementation of a strong communication plan for customers.

This transformation strongly contributed to the continued growth in the number of digital customers and, above all, to the deepening of the bank-customer digital relationship. At the end of 2021, BST surpassed the landmark of one million digital customers, an increase of 7.5 per cent. compared to the same period last year (70,000 more customers). This figure represents a global digital penetration rate (over active customers) of about 60 per cent.

The Bank also registered solid qualitative growth. In 2021, the number of customers with a mobile App grew by almost 20 per cent. compared to the previous year and the number of customers with a mobile wallet grew by more than 75 per cent.



With regard to the transformation of branches and the simplification of processes, the banking sector has been experiencing major challenges due to changing behaviours in the use of banking services, with customers seeking swifter response times and tailored services. In response to this demand, the Bank has adapted its service models, either by promoting the availability of its products and services in omnichannel, or by further developing its physical service channels.

This transformation was carried out based on a significant investment in simplified procedures. At branch level, three new service concepts were developed at every branch. The Advanced Teller Post Model, implemented in more than 70 per cent. of the Bank's branches, aims to promote a comprehensive customer service whenever it is used, not differentiating between commercial activity and transactional activity. This solution also allows the branches to better manage the flow of customers according to their needs.

The Dedicated Corporate Teller Model, implemented in 20 branches, considerably improves the experience of any corporate customer wanting to carry out transactions such as deposits, payments and withdrawals, as it is equipped with more sophisticated equipment that complements the customer's activity. An exclusive and specialized service point was also made available for companies' transactions.

The Bank has invested in more sophisticated self-banking machines for coin deposits and withdrawals, in addition to the usual banknote and check deposits, in self-service areas, which are available 24/7. These machines constitute an alternative way through which the Bank's customers can carry out their transactions, when most convenient for them, and they will be subject to software developments allowing for new functionalities in the near future. In 2021, 29 virtual teller machines were installed and the ongoing reinforcement of this equipment has already been planned.

The Bank's main processes, with an impact on customers, underwent a deep restructuring to respond to customers' needs in a simpler, closer and fairer way. This profound transformation was developed on new IT platforms, modernising and digitising all of the Bank's processes.

In the Business, Corporate, and Institutional segment, the Bank maintains its strong commitment to support the Portuguese business community, providing a network of experienced and qualified professionals to help companies find the solutions that best suit their needs at any given moment, as well as a vast financial and non-financial offer that supports corporate customers in boosting their resources and in the transition towards a more efficient and sustainable economy.

In a year still marked by the pandemic and its adverse impacts on economic activity, the Bank remained focused on ensuring that the initiatives promoted by the Portuguese government (e.g. credit facilities with state guarantee) reached the target companies and also focused on supporting public and private investment projects within the scope of European funds. For this purpose, Santander created a webpage dedicated to European funds on its public website, providing information on the various programmes, investment agendas and active application notices in an organised and systematic manner, thus helping identify and clarify relevant opportunities.

Throughout 2021, BST developed, and will continue to develop, initiatives supporting companies in their transition to a more sustainable, socially and environmentally responsible economy, where innovation plays a key role. In this context, in the second quarter of 2021, for example, the Bank launched the Agriculture Equipment Renewal Plan, aimed at promoting and accelerating the digitalisation and sustainability of Portuguese agriculture by enabling investment in equipment with precision techniques and others.

The Bank maintains its commitment to the improvement of internal procedures and processes in order to guarantee the availability of liquidity to companies in a swift and timely manner, and subsequently the fulfilment of their commitments to third parties, namely employees, suppliers, and the Portuguese State. In 2021, the Bank also reinforced its omnichannel approach, in addition to the service provided by its physical network, with a strong investment in digital channels, which has greatly contributed to increasing the degree of customer autonomy, satisfaction and loyalty. This positioning based on service quality and proximity has promoted sustained growth in the Corporate segment.

With regard to International Business, the Bank has the capacity to provide teams of trade finance specialists, plus resources and tools (such as Trade Club and Trade Markets) to help companies develop coordinated work, find partners and successfully complete their global expansion process. The Bank's new offer to Portuguese companies, swift GPI, enables the traceability of international transfers, both issued and received, with real time validation and tracking of international payments, as well as verification of the status of transfers received from abroad.

BST also maintains its commitment to customers in the Institutional Banking segment, both public entities (with a strong presence in the autonomous regions and municipalities) and private entities (with a special focus on religious institutions and social economy institutions, which have played a key role in supporting families with less resources).

### ***Wealth management and Insurance***

The year 2021 ended as it had started, conditioned by news on the ongoing pandemic and by fears that the inflationary pressures seen in the last half of 2021 would prove to be structural rather than short-term. The shock on the demand side, combined with logistic and distribution constraints, caused a general inflation peak, reaching 7 per cent. in the United States and 5 per cent. in Europe. However, these factors did not prevent the main stock indices from closing with very positive performances: S&P 500 with valuations close to 30 per cent. and Eurostoxx 50 above 25 per cent., based on expectations of robust economic growth and the normalisation of distribution chains (and of expected inflation levels).

Consequently, for most of BST's Private Banking business indicators, 2021 proved to be a very positive year, registering a 9 per cent. growth in assets under management, as well as a 29 per cent. growth in off-balance sheet resources (funds, insurance and discretionary portfolio management).

The Bank's Private Banking customer base registered strong growth, fuelled by dynamic external prospecting activity and tremendous collaboration and support from the branch network and corporate centres. Initiatives aimed at improving the commercial effectiveness of Private Banking managers in 2021 yielded the expected results, freeing up more time for the provision of tailored advisory services to Private Banking customers.

In recognition of its customer service and care of excellence, at the beginning of 2021, BST's Private Banking was named the best Private Banking service operating in Portugal, for the 10th consecutive year, according to Euromoney magazine. Towards the end of the year, it was awarded the same distinction, for the 7th consecutive year, by the Global Finance magazine. These awards recognise and reinforce the quality of the Bank's teams and of the investment solutions provided by Santander's Private Banking, and encourage BST to continue developing and improving its customer service and value proposition.

2021 was also marked by a general rise in the stock markets as global equity markets appreciated by about 20 per cent. This behaviour was justified by the economic growth recorded in this period, following the start of vaccine distribution against COVID-19 at the end of 2020, and the expansionary monetary and fiscal policies implemented by most central banks and governments. In this context, there was an upward movement in the main yield curves and a resulting devaluation of bonds issued by governments and companies.

Santander Asset Management sought to manage its securities investment funds in an active manner, with the aim of maximising returns for all participants. Numerous initiatives were carried out throughout 2021, in particular, changes to the investment policies of the mixed and bond funds, with a view to their more flexible and global management, and the merging of the popular global range funds into the Santander Select funds. In addition, two new innovative funds were launched, Santander Global Investment and Santander Multi-Strategy. The year was marked by strong demand for investment funds, which ended with assets worth €4.6 billion, registering a growth of €1 billion.

Retirement solutions were a very important focus of the Bank's commercial business, bearing in mind the growing challenges faced by families in this area. Retirement products grew by €183 million, benefiting from the rebranding carried out for this type of product.

The Financial Insurance area recorded strong dynamics in open financial insurance, both in the Individuals and Businesses Network, and in the Private Banking segment, closing with global assets worth €3.7 billion. During 2021, the Insurance range was complemented by the launch of Santander Future Wealth, an innovative product that provides access to major future trends: technology, sustainability and health. These various initiatives helped mitigate the volume of maturities that occurred within the period, in the amount of circa €315 million.

Throughout 2021, the Bank continued promoting initiatives aimed at improving the quality of service and customer experience, such as its implementation of a paperless contracting process. Various training initiatives were also developed, mostly in the format of internal webinars, but also including webinars for customers, with the aim of promoting greater knowledge of financial markets and product positioning.

## **Corporate and Investment Banking**

In 2021, the Bank reinforced its proximity to customers and improved its digital platforms, promoting more useful and effective communication. Resilience, commitment and innovation were differentiating factors in the Bank's relationship with its customers.

In the Corporate & Investment Banking area, the focus remained mostly on customers and on offering solutions best suited to their needs. One of the main highlights in 2021 was the offer of ESG (Environmental, Social and Governance) products and the Bank's focus on digital channels, including the digital exchange contracting platform (via NetBanco Corporate).

The loan portfolio recorded a decrease of 1.7 per cent., justified by the recovery of economic activity, which led to increased customer liquidity.

Operating income increased by 1 per cent. compared to 2020 due to the good performance of recurring business.

Net interest income grew by 3 per cent. compared to 2020 and, as far as commissions are concerned, there was a recovery in transactional items, in particular automated teller machines and POSs, after a sharp drop in 2020.

The Bank was also named "Best Investment Bank Portugal 2021" by Euromoney.

In the Global Debt Financing area, 2021 was marked by BST's participation, as bookrunner, in the following debt issuances in the Portuguese market:

- EDP – Energias de Portugal, S.A.: issuance of two new green hybrid bonds, in the amount of €750 million and €1,250 million, respectively. These were the third and fourth issuances of this kind for EDP, with BST participating as bookrunner in all four operations.
- REN – Redes Energéticas Nacionais, SGPS, S.A.: issuance of a new green bond, with an 8-year maturity, in the amount of €300 million.

With regard to the structured financing business, 2021 was marked by the working capital financing operation for Medway Portugal, intended for the acquisition of new locomotives to enable the company's expansion in the Iberian Peninsula, in the amount of €122 million, of which Santander ensured about €77 million.

During this period, several relevant financing operations were also concluded in a wide range of sectors, particularly in the renewable energy sector and the real estate sector (development of student residences). Financing agreements were also concluded in the retail, telecommunications infrastructure and hospital infrastructure sectors.

In 2021, the Corporate Finance area continued to undergo intense activity in Mergers & Acquisitions and Equity Capital Markets operations, highlighted by the successful completion of the following financial advisory operations:

- Advising Atlantia on the announced sale of the 17.2 per cent. stake held in Lusoponte to MM Capital Partners, a subsidiary of Marubeni Corporation;
- Acting as Joint Bookrunner in the initial public offering ("IPO") of Greenvolt;
- Advising Teak Capital and Tangor Capital in the acquisition of Cerealis;
- Advising FSI/Finerge on the acquisition of shares held by EDF Renewables in two wind portfolios in Portugal with 507 MW (193 MW net); and
- Acting as Global Coordinator in the capital increase / IPO for Ibersol's shares.

With regards to Treasury, particularly in the Corporate and Commercial Banking area, 2021 marked the consolidation of an alternative customer follow-up model, which was designed, tested and correctly implemented throughout 2020.

With the return to "normality" of most economic activities, and after the balance of activity in 2021 was reached, it was concluded that the constraints in connecting with customers caused by the pandemic had been overcome with great success, with the Bank having managed to promote effective proximity in its presentation of solutions for the needs of companies supported by BST.

With regards to Exchange and Interest Rate operations, activity grew quite smoothly in 2021, following in line with the previous year's trend, supported by consolidation of BST's business model and recognition among its customers.

The Foreign Exchange area maintained a growth trajectory in 2021, based on the alternative contracting channels made available to all customers.

In 2021, there was an increase in the number of active customers in foreign exchange operations in the various segments (Companies, Private and Individuals); growth in the number of customers who use digital channels (the foreign exchange contracting platform available through NetBanco); growth in trading volume; and growth in the volume traded with customers with direct access to the Trading Room.

After the state of emergency lockdown periods that kept many BST customers working from their homes, all means for contracting foreign exchange operations were made permanently available in 2021. A team was permanently present in the Trading Room, the commercial teams and commercial departments were available at the branches, and, via the electronic platform, also available through NetBanco Corporate, ensuring an adequate response to all customer needs.

Regarding interest rate risk management, the search for fixed-rate credit solutions heightened, namely with regards to State-guaranteed facilities made available throughout 2021 (such as the European Investment Fund facility), whose formalisation has mostly taken place in the form of a flat rate.

The increased volatility seen in most financial markets, in a context of macro-economic uncertainty, has justified greater proximity to companies when renewing their financing or contracting new credit operations.

The escalation of the inflation rate already observed in some of the main world economies, the sharp increase in the value of commodities (with Brent in the spotlight) and the uncertainty surrounding the policies to be followed by the central banks, gave rise to a greater need for interest rate risk coverage, both for new financings and for those already in progress.

In this context, in 2021, BST witnessed a significant growth in formalised fixed-rate credit operations, with this modality representing a very significant percentage of all financing granted to companies.

In the Retail Structured Products area, after a long period of adaptation to the new reality of negative interest rates, activity resumed in 2021, namely with the sale of five structured notes for a total of €40.4 million. The first two notes were green notes (Santander 360.<sup>o</sup> Sustainable, where all parties involved are 100 per cent. Santander – issuer, index, investor and sustainable asset). The capital of these notes was used to finance sustainable projects managed by Santander, in accordance with ESG criteria, and their yield is indexed to the Eurostoxx® 50 ESG –X.

### ***Foreign Customers and Residents Abroad***

With regard to Residents Abroad and Foreigners, Portugal continues to be a country with an attractive legal framework for foreigners interested in investing in Portugal or wanting to live in Portugal permanently or with regular residence. On the other hand, the community of Portuguese emigrants residing abroad also has great significance.

Attentive to these two segments, the Bank has a team whose main objective is the establishment of strong commercial ties and close proximity to the communities of Portuguese and Portuguese descendants living abroad, as well as the promotion and attraction of foreign customers who choose Portugal to invest and/or to establish their residence.

BST has a remote service dedicated to customers residing abroad — Santander Próximo International. It is a digital branch providing an innovative customer service, equipped with all the technology necessary for remote monitoring, plus a team fully dedicated to these customers.

With this solution, any customer residing abroad will be able to interact with the Bank remotely, in the same way as a customer living in Portugal.

In view of the Bank's commitment to digital transformation, there has been a decrease in the need for physical contact, reflected in the gradual reduction in the Bank's physical presence, which saw the closure of its representative offices in Germany, France, and Switzerland, countries where customers are already being closely serviced through this digital, remote service model.

## ***Digital Development***

In 2021, Santander continued to strengthen its digital transformation process. This process, boosted by the COVID-19 pandemic, has the main objective of bringing the Bank closer to its customers and simplifying processes through digital solutions.

This strategy has consolidated the growth trend registered in the number of digital customers.

At the end of the second half of 2021, the Bank had 1 million digital customers, a 7 per cent. increase compared to the previous year (70,000 more customers).

## ***Individual Channels***

The new Santander App was launched in October 2021. This represented a significant milestone in the Bank's digital transformation plan, in line with its strategy of building a common mobile banking experience model for the Bank's various geographies in Europe.

With regard to the adoption of digital channels, the number of digital customers continued to grow throughout 2021. The App registered 19 per cent. growth in the number of users compared to the end of 2020 (an addition of 110,000 customers). Approximately 683,000 customers typically use the App at least once a month. As far as the web channel is concerned, the number of users remained stable in 2021 compared to the previous year, having closed the year with 448,000 users of NetBanco Private with logins in the last 30 days.

Regarding the intensity of use, the average number of monthly logins per user was 8 logins for NetBanco and 22 logins for the App. These figures are in line with those recorded at the end of 2020 for the NetBanco channel, but represent a slight reduction in the App channel, reflecting the growing adoption of this channel by customers characterised by less intensive use.

The penetration of digital sales in private channels reached 56 per cent. in the last semester of 2021, representing a significant increase of 13 p.p. compared to the end of 2020.

With regard to satisfaction indicators, the NPS – Net Promoter Score for Private Digital Channels maintained its positive trajectory for NetBanco, having recorded a slight reduction in the App. Compared to the closing figures for 2020, NetBanco's NPS grew by 18 p.p., while the App's NPS dropped by 4 p.p. This reduction is also a reflection of the divestment in the old App and it is expected that, following the launch of the new App in October 2021, the level of satisfaction with this channel will increase again in 2022.

In 2021, Private Digital Channels had three main goals:

- Increase the coverage of products and services offered through digital channels;
- Reduce the risks and impacts of non-compliance through the implementation of new "promise-to-pay" digital journeys and other recovery use cases; and
- Develop features, improvements and initiatives that contribute to increased satisfaction in the use of these channels.

The Bank thus continued to modernise NetBanco, with an emphasis on renewal of the card pages, the consultation and contracting of deposits, the top-up functionality, the consultation and creation of direct debits, the consultation of loans and the portal for prepaid and meal subsidy cards. The improvements implemented reflect not only a more modern interface, but also a new information architecture, optimised for BST's customers' current needs.

The increased offer of products through the Bank's channels included the launch of SafeCare Health. NetBanco customers can now also make term deposits in different currencies, contract pre-paid cards, subscribe to funds and retirement savings plans on a timely and periodic basis, as well as contract overdrafts on their account.

In the Late Payments area, customers can now pay the minimum amount, as well as settle their debt through external accounts, with the open banking capabilities available in both channels.

Since 2021, private customers have been able to update their personal, professional and contact data on NetBanco through the digital mobile key. In addition, the descriptions of transactions have been improved and optimised, with a coverage of almost 90 per cent. of the volume of transactions already worked, revised and made available to the customer.

The launch of the Bank's structural solution for opening a digital account, using the digital mobile key or through

a video call, was also a highlight of 2021 and this solution has been made available on the Bank's public website and on the App.

### **Corporate Channels**

In 2021, BST strengthened its relationship with its Corporate customers through its digital channels by improving and updating their existing functionalities.

In December 2021, NetBanco Corporate registered 117,000 users with logins in the last 30 days, with an increase of 3,000 users compared to the end of 2020 (a 3 per cent. increase).

The Corporate App showed a 30 per cent. growth in its number of users (an addition of 10,000 users compared to the end of 2020), reaching a total of 41,000 users at the end of 2021.

Regarding intensity of use, the average number of monthly logins per user was 20 logins for NetBanco Corporate and 21 logins for the Corporate App. These figures represent an increase of one and three average monthly logins on both channels, respectively.

On NetBanco Corporate, customers can view new and improved pages on loans, escrow accounts, and guarantees. After having been allowed to view commission statements at the beginning of 2021, improvements were also made to the digital document pages and the possibility of viewing leasing invoices was also included. In addition, since March 2021, corporate customers can contract their Santander Business credit card through NetBanco Corporate, as well as manage their card limits completely online.

Furthermore, a renewed login page was made available on NetBanco Corporate, allowing for the recovery of usernames and passwords in an autonomous way.

Through the Corporate App, BST's customers can view their digital documents, such as account statements and tax returns, and obtain proofs of their transfers and the details of account movements.

It is now also possible to authenticate online purchases by using corporate customer cards through push notifications, providing simplified access to cardholders who do not typically use the channels.

Features such as credit card payments, card cancellation requests and smartphone top-ups, as well as other services, such as the possibility of scheduling periodic transfers, were also introduced in the App in 2021.

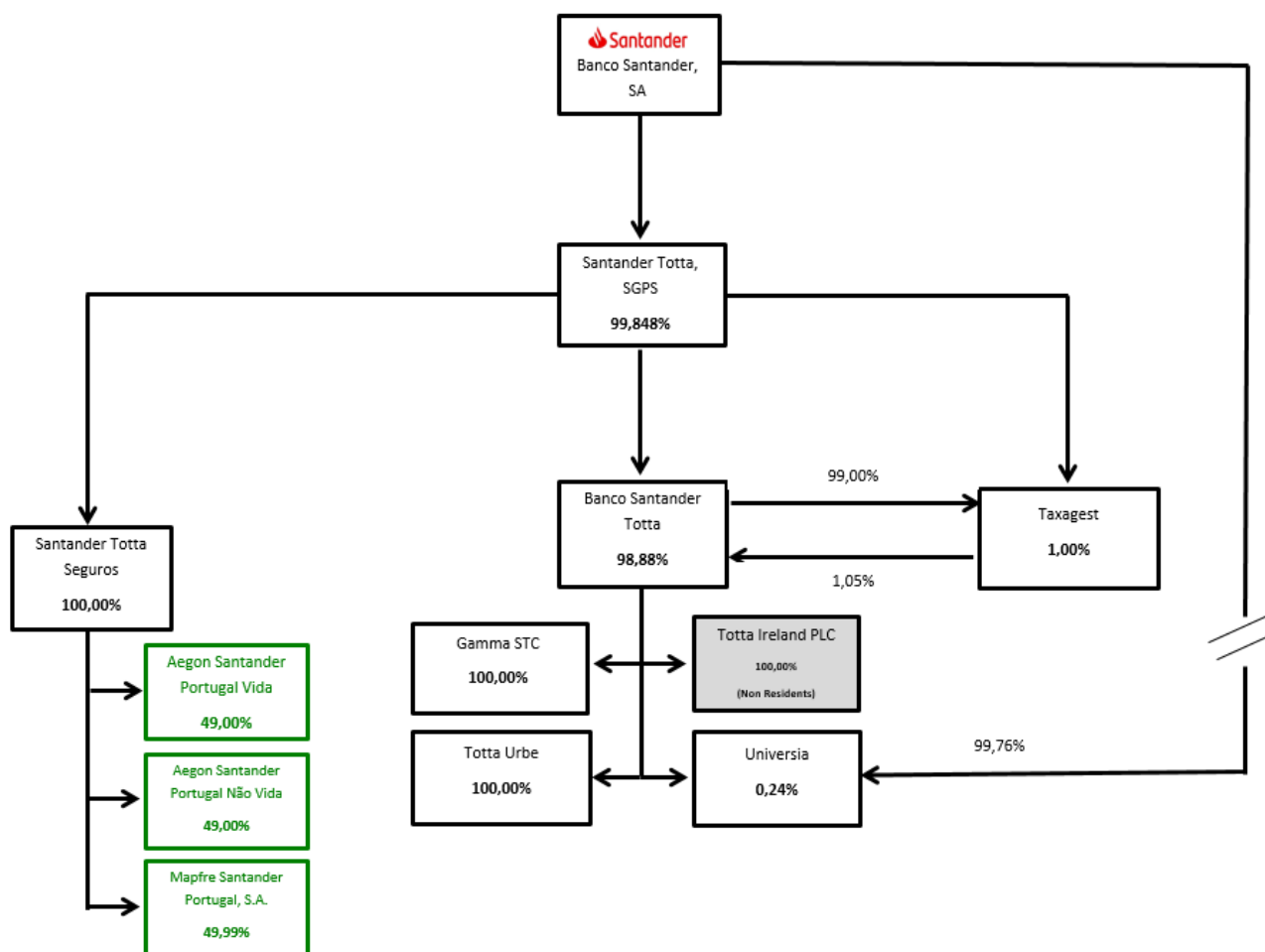
### **Organisational Structure**

#### ***BST Group***

The BST Group is a global financial group focusing its operation on two main business areas: commercial retail banking and investment banking. The BST Group provides a full range of products and services to individuals, companies and institutional investors in Portugal. In addition, following the incorporation of BSN and Totta – Crédito Especializado, Instituição Financeira de Crédito, S.A. by the Issuer, the BST Group comprises the investment bank networks of the Issuer and the related group of operating companies which are controlled by SGPS.

The holding company in Portugal, SGPS, separates the activities of the participating companies and the investment bank business from the activities of the Issuer. The aim of this corporate structuring, whereby all the banks and operating companies of the BST Group are controlled by SGPS, is essentially to increase the BST Group's strength and solvency, as well as to provide transparency to the market and allow for adequate supervision on a consolidated basis.

The diagram below shows the structure of the BST Group as at the date of this Base Prospectus.



## Future Outlook

The main risks and uncertainties related to BST's business in Portugal are linked to two major factors.

The first, already underway in the last months of 2021, is the rapid acceleration of inflation, as a result of the surge in raw material prices, especially energy, associated with the tensions in global supply chains caused by the COVID-19 pandemic. The prolonged closure and limitation of activities and the unequal distribution of vaccinations, on the one hand, and the rapid recovery of demand in advanced economies, on the other, resulted in reductions and delays in the supply of goods and commodities, leading to sharp price surges. In some countries, such as the United States, there were already second-order effects, with salary increases in the context of low unemployment rates.

In the first weeks of 2022, the central banks of the main developed economies started to raise benchmark interest rates. The Bank of England acted swiftly, having already raised the main benchmark interest rate twice, in December 2021 and January 2022, to 0.5 per cent. The US Federal Reserve reinforced its message of withdrawing stimuli by announcing the end of the programme for the acquisition of financial assets and confirming that it would, in March 2022, start raising its reference interest rates. In February 2022, the ECB also expressed its concern about the acceleration of inflation, signalling that in March 2022 it would change its position.

Secondly, in the context of the Russia-Ukraine conflict, the imposition of sanctions on Russia and Belarus, in response to its military offensive, will have economic impacts in Europe, which are still difficult to assess at this stage. Russia is the world's third biggest producer of crude oil and is the biggest supplier of natural gas to Europe, which has consequently caused the prices of raw materials to rise exponentially.

These global developments and their impacts have contributed to increased uncertainty and the reduced purchasing power of families, as a result of higher inflation rates, which could be amplified if the ECB reacts by increasing reference interest rates.

In this context of uncertainty, BST remains focused on pursuing its well defined strategic goals, namely the provision of support to families and companies, with special attention to the adoption of the necessary initiatives, on its part, to mitigate the effects on income and the ability to service debt.

The risks to economic activity are thus biased downwards, with implications for the Bank's activity, and, consequently, its profitability. The Bank's revenues may be affected by a lower demand for credit, while costs may be under upward pressure, with higher inflation. Additionally, the context of uncertainty requires the continued close monitoring of customers' credit quality, with a potential impact on impairments, especially considering that some sectors of activity have not yet fully recovered to pre-pandemic levels.

Notwithstanding these factors, the Bank intends to keep pursuing its digital and commercial transformation path, seeking to further simplify its processes and improve its interaction channels with customers, whose behaviour, in terms of their relationship with banks, was already changing — a trend that was accelerated by the COVID-19 pandemic.

The Bank will continue to develop its strategy and invest in its transformation, essentially based on: i) the continuous optimisation of processes, notably through greater innovation in the Bank's digital channels and the strengthening of its multichannel distribution model, in order to provide a more complete and accessible service to its customers; ii) simplification and the adaptation of its commercial offer to customer needs; iii) organic growth, with a special focus on increasing market shares in segments where adequate remuneration on allocated capital is obtained; iv) strict control over credit quality; and v) maintaining a solid capital and liquidity position, in line with regulatory requirements.

BST also remains committed to being a responsible bank, by boosting the sustainable and inclusive growth of society, reducing social and economic inequalities, and simultaneously supporting the development of the communities where it is present, namely through the promotion of sustainable consumption through products such as the Santander Sustainable Fund and the financing of renewable energies and green technologies, thus supporting the transition to a low carbon economy.



## TAXATION

### PORTUGUESE TAXATION

#### ***Portuguese Taxation relating to all payments by the Issuers in respect of Notes issued within the scope of the Decree Law***

This section summarises the tax consequences of holding Notes issued by the Issuers when such Notes are centralised within Interbolsa and have been issued within the scope of the Decree Law. References in this section are construed accordingly.

Investment income (i.e. economic benefits derived from interest, amortisation or reimbursement premiums as well as other forms of remuneration which may be paid under the Notes) on the Notes, paid to a corporate holder of Notes (who is the effective beneficiary thereof (the “*Beneficiary*”) resident for tax purposes in Portuguese territory or to a non-Portuguese resident having a permanent establishment therein to which income is imputable, is subject to withholding tax currently at a rate of 25 per cent., except where the Beneficiary is either a Portuguese resident financial institution (or a non-resident financial institution having a permanent establishment in the Portuguese territory to which income is imputable) or benefits from a reduction or a withholding tax exemption as specified by current Portuguese tax law (such as pension funds, venture capital funds and collective investment undertakings constituted under the laws of Portugal).

In relation to Beneficiaries that are corporate entities resident in Portuguese territory (or non-residents having a permanent establishment therein to which income is imputable), withholding tax is treated as a payment in advance and, therefore, such Beneficiaries are entitled to claim appropriate credit against their final corporate income tax liability.

If the payment of interest or other investment income on Notes is made available to Portuguese resident individuals, withholding tax applies at a rate of 28 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 income tax rates of up to 48 per cent.. In the latter circumstance an additional income tax will be due on the part of the taxable income exceeding EUR as follows: (i) 2.5 per cent. on the part of the taxable income exceeding EUR 80,000 up to EUR 250,000, and (ii) 5 per cent. on the remaining part (if any) of the taxable income exceeding EUR 250,000. Investment income paid or made available on accounts held by one or more parties on account of unidentified third parties is subject to a withholding tax rate of 35 per cent., except where the beneficial owner of the income is identified, in which case the general rules will apply.

Under the Decree Law, investment income classified as obtained in Portuguese territory paid to Beneficiaries considered non-Portuguese resident in respect of debt securities integrated in (i) a centralised system for securities managed by an entity resident for tax purposes in Portugal (such as CVM managed by Interbolsa), 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, as well as capital gains derived from a sale or other disposition of such Notes, will be exempt from Portuguese taxation.

For the withholding tax exemption to apply, the Decree Law requires that the Beneficiary are: (i) central banks and agencies bearing governmental nature; or (ii) international bodies recognised by the Portuguese State; or (iii) entities resident in countries with whom Portugal has in force a double tax treaty or a tax information exchange agreement; or (iv) 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 2004 (the “*Ministerial Order no. 150/2004*”), as amended from time to time.

In addition the Beneficiary shall comply with the evidence requirements and procedures of non-residence status set forth in the Decree Law. If the procedures and certifications of non-residence status or the requirements to benefit from the withholding tax exemption are not complied with a Portuguese withholding tax will apply at a rate of 25 per cent. (in case of non-resident entities), at a rate of 28 per cent. (in case of non-resident individuals) or at a rate of 35 per cent. (in case of investment income payments (i) to individuals or companies domiciled in a “low tax jurisdiction” list approved by Ministerial Order (Portaria) No. 150/2004 of 13 February 2011, as amended from time to time, or (ii) to accounts opened in the name of one or more

accountholders acting on behalf of one or more unidentified third parties, in which the relevant beneficial owner(s) of the income is/are not identified), as the case may be, or if applicable, at reduced withholding tax rates pursuant to tax treaties signed by the Republic of Portugal, provided that the procedures and certification requirements established by the law are complied with.

Under the Decree Law, the Notes must be held through an account with one of the following entities: (i) a direct registered entity, which is the entity with which the debt securities accounts that are integrated in the centralised system are opened ; (ii) an indirect registered entity, which, although not assuming the role of the “*direct registered entities*”, is a client of the latter; or (iii) an entity managing 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. Capital gains obtained on the disposal of Notes, by individuals and by corporate entities not resident in the Republic of Portugal and without a permanent establishment therein to which the income or gain are attributable for tax purposes are exempt of taxation. This exemption shall not apply, if the Noteholder (i) is an entity with headquarters, effective management or a permanent establishment in the Portuguese territory to which the relevant income is attributable or (ii) is resident in a jurisdiction with a more favourable tax regime than Portugal, as in Ministerial Order (“*Portaria*”) no. 150/2004, of 13 February, as amended from time to time, with whom Portugal has not a double tax treaty in force or a tax information exchange agreement.

If the above exemption does not apply, and the holder is a corporate entity the gains will be subject to corporate income tax at a rate of 25 per cent.. Capital gains obtained by individuals that are not entitled to said exemption will be subject to a 28 per cent. flat rate. Under the tax treaties entered into by Portugal, such gains are usually not subject to Portuguese corporate income tax, but the applicable rules should be confirmed on a case by case basis.

Capital gains obtained on the disposal of Notes issued by the Issuers, by corporate entities resident for tax purposes in the Republic of Portugal and by non-residents corporate entities with a permanent establishment therein to which the income or gain are attributable are included in their taxable income and are subject to a corporate tax at a rate of (i) 21 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 per cent. for taxable profits up to EUR 25,000 and 21 per cent. on profits in excess thereof to which may be added a municipal surcharge (*derrama municipal*) of up to 1.5 per cent. of its taxable income. Corporate taxpayers with a taxable income of more than EUR 1,500,000 are also subject to State surcharge (*derrama estadual*) of (i) 3 per cent. on the part of its taxable profits exceeding EUR 1,500,000 up to EUR 7,500,000, (ii) 5 per cent. on the part of the taxable profits that exceeds EUR 7,500,000 up to EUR 35,000,000, and (iii) 9 per cent. on the part of the taxable profits that exceeds EUR 35,000,000.

Capital gains obtained on the disposal of Notes issued by the Issuers, by individuals resident for tax purposes in the Republic of Portugal are subject to tax at a rate of 28 per cent. levied on the positive difference between the capital gains and capital losses of each year, unless the individual elects to include such income in his taxable income, subject to tax at progressive income tax rates of up to 48 per cent. In the latter circumstance an additional income tax will be due on the part of the taxable income exceeding EUR 80,000 as follows: (i) 2.5 per cent. on the part of the taxable income exceeding EUR 80,000 up to EUR 250,000 and (ii) 5 per cent. on the remaining part (if any) of the taxable income exceeding EUR 250,000.

### **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 (this will have to be made by no later than the second ICSD Business Day prior to the Relevant Date, as defined in Condition 7 of the Terms and Conditions of the Notes (*Taxation*)), as follows:

- (i) 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;

- (ii) 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;
- (iii) 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;
- (iv) 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 three years prior to the relevant payment or maturity dates or, if issued after the relevant payment or maturity dates, within the following 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 to which the income would be imputable and which are non-exempt and subject to withholding;
- (b) Entities which have residence in 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, of 13 February 2004, as amended from time to time, the Ministerial Order no. 150/2004) and which are non-exempt and subject to withholding;
- (c) Entities with residence, headquarters, effective management or permanent establishment 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 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 quantify 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 193/2005, as amended from time to time. The refund claim is to be submitted to the direct register entity of the Notes within six months from the date the withholding took place. Following the amendments to Decree Law 193/2005 of 7 November introduced by Law 83/2013, of 9 December, a new special tax form for these purposes 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*"). The refund is to be made within a 3 month period following the application.

The refund of withholding tax after the above six-month period is to be claimed from the Portuguese tax authorities within two years, starting from the term of the year in which the withholding took place.

The absence of evidence of non-residence in respect to any non-resident entity which benefits from the above mentioned tax exemption regime shall result in the loss of the tax exemption and consequent submission to applicable Portuguese general tax provisions.

#### ***Administrative Cooperation in the field of taxation***

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 depository and 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 Council Directive. The information refers not only to personal information but also to the account balance at the end of the calendar year, and (i) in case of depository accounts, income paid or credited in the account during the calendar year; or, (ii) in the case of custodial accounts, the total gross amount of interest, dividends and any other income generated, as well as 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 Council Directive 2014/107/EU into Portuguese law through Decree Law no. 64/2016, of 11 October 2016. In view of the regime enacted by Decree Law no. 64/2016, of 11 October 2016, which was amended by Law no. 98/2017, of 24 August 2017 and by Law no. no. 17/2019, of 14 February 2019, all information regarding the registration of the financial institution, the procedures to comply with the reporting obligations arising thereof and the applicable forms were approved by Ministerial Order (Portaria) no. 302-B/2016, of 2 December 2016, Ministerial Order (Portaria) no. 302-C/2016, of 2 December 2016, Ministerial Order (Portaria) no. 302-D/2016, of 2 December 2016, Ministerial Order (Portaria) no. 302-E/2016, of 2 December 2016 and Ministerial Order (Portaria) no. 219/2019, of 16 July 2019, all as amended from time to time.

#### ***Foreign Account Tax Compliance Act ("FATCA")***

Portugal has implemented, through Law 82-B/2014, of 31 December 2014 and Decree-Law 64/2016, of 11 October 2016, which has been amended by Law no. 98/2017, of 24 August 2017 and by Law no. 17/2019, of 14 February 2019, the legislation based on the reciprocal exchange of information with the United States of America on financial accounts subject to disclosure (the "Financial Reporting Regime") in order to comply with Sections 1471 through 1474 of the US Internal Revenue Code of 1986. Under such legislation the Issuers will be 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 Internal Revenue Service of the United States of America.

#### **THE PROPOSED FINANCIAL TRANSACTIONS TAX ("FTT")**

On 14 February 2013, the European Commission published a proposal (the "*Commission's 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 since stated that it will not participate.

The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission’s Proposal 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.

However, the FTT proposal remains subject to negotiation between participating Member States. It 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 the Notes are advised to seek their own professional advice in relation to the FTT.

## **LUXEMBOURG TAXATION**

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

### **Withholding Tax**

#### **(i) Non-resident holders of Notes**

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident holders of Notes.

#### **(ii) Resident holders of Notes**

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005 as amended (the “*Relibi Law*”) mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes.

Under the Relibi Law payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 20 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of their private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Law will be subject to a withholding tax at a rate of 20 per cent.

## **FOREIGN ACCOUNT TAX COMPLIANCE ACT**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “*foreign financial institution*” (as defined by FATCA) may be required to withhold on certain payments it makes (“*foreign passthru payments*”) to persons that fail to meet certain certification, reporting or related requirements. BST is, and SGPS may be, a foreign financial institution for these purposes. A number of jurisdictions (including Portugal) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“*IGAs*”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in

an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal income tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Notes (as described under “Further Issues” in the “Terms and Conditions of the 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. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes.

## SUBSCRIPTION AND SALE

The Dealers have, in an amended and restated Programme Agreement (such Programme Agreement as modified and/or supplemented and/or restated from time to time, the “*Programme Agreement*”) dated 25 May 2022, agreed with the Issuers a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under “*Form of the Notes and Clearing System*” and “*Terms and Conditions of the Notes*”. In the Programme Agreement, the Issuers have agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

### United States

The Notes have not been and will not be registered under the Securities Act, or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except in certain transactions exempt from or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph and the following paragraph have the meanings given to them by Regulation S.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold and delivered, and will not offer, sell and deliver, any Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to any Notes, and that it and they have complied with and will comply with the offering restrictions requirement of Regulation S. Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

“The Notes covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the “*Securities Act*”), or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes, and except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S.”

In addition, until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

The applicable Final Terms will specify if TEFRA C is applicable, or, alternatively if TEFRA is not applicable.

### Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the “*FIEA*”) and accordingly, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No.228 of 1949, as amended), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

### Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the

Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "*retail investor*" means a person who is one (or more) of the following:
  - 1. a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "*MiFID II*") or
  - 2. a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - 3. not a qualified investor as defined in Regulation (EU) 2017/1129; and
- (b) the expression an "*offer*" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the relevant Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision:

- the expression an "*offer of Notes to the public*" in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and
- the expression "*Prospectus Regulation*" means Regulation (EU) 2017/1129.

## **United Kingdom**

### *Prohibition of Sales to UK Retail Investors*

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK. For the purposes of this provision:

- (a) the expression "*retail investor*" means a person who is one (or more) of the following:
  - 1. a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("*EUWA*"); or



2. a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or
  3. not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in the UK, except that it may, make an offer of such Notes to the public in the UK:

- (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the relevant Issuer for any such offer; or
- (c) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (a) to (c) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision:

- the expression an “offer of Notes to the public” in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and
- the expression “UK Prospectus Regulation” when used herein means Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA.

#### *Other regulatory restrictions*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets 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 relevant 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 such Notes in, from or otherwise involving, the UK.

## France

Each of the Dealers and the Issuers has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that it undertakes to comply with applicable French laws and regulations in force regarding the offer, the placement or the sale of the Notes and the distribution in France of this Base Prospectus or any other offering material relating to the Notes.

## Belgium

Other than in respect of Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the applicable Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a "*Belgian Consumer*") and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

## Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore (the "*MAS*"). Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 (2020 Revised Edition) of Singapore (as amended or modified from time to time, the "*SFA*")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or

- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

**Notification under Section 309B(1)(c) of the SFA** – Unless otherwise stated in the Final Terms in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

### **Switzerland**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that this Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Notes and the Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("*FinSA*") and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

### **General**

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuers nor any of the other Dealers shall have any responsibility therefor.

None of the Issuers or the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

## GENERAL INFORMATION

### Authorisation

The establishment of the Programme and the issue of Notes have been duly authorised by a resolution of the Executive Committee of BST dated 20 June 2001 and ratified by a resolution of the Board of Directors of BST dated 19 July 2001. In a resolution dated 30 January 2019, the Board of Directors of BST delegated its power to, among other things, approve the Programme to the Executive Committee and on 20 April 2022, the Executive Committee of BST approved the present update of the Programme.

In a resolution dated 16 September 2016, the Board of Directors of SGPS delegated its power to, among other things, approve the accession of SGPS to the Programme, to the Executive Committee. The accession to the Programme and the issue of Notes thereunder have been duly authorised by a resolution of the Executive Committee of SGPS dated 11 July 2018. In a resolution dated 26 April 2022, the Board of Directors of SGPS approved the present update of the Programme.

### Approval, Listing and Admission to Trading of Notes

Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the official list of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).

### Documents Available

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection from [https://www.santander.pt/pt\\_PT/Investor-Relations/Santander-Totta.html](https://www.santander.pt/pt_PT/Investor-Relations/Santander-Totta.html):

- (i) the Agency Agreement and any agreement appointing a common representative;
- (ii) a copy of this Base Prospectus;
- (iii) any future Base Prospectus, prospectuses, information memoranda, supplements and Final Terms (save that Final Terms relating to a Note which is neither admitted to trading on (i) a regulated market in the European Economic Area or (ii) a UK regulated market as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA, nor offered in the (i) European Economic Area or (ii) the UK, in circumstances where a prospectus is required to be published under the Prospectus Regulation or the FSMA, as the case may be, will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the relevant Issuer and the Paying Agent as to its holding of Notes and identity) to this Base Prospectus and any other documents incorporated herein or therein by reference; and
- (iv) an English translation of the constitutional documents of each Issuer.

### Clearing Systems

The Notes will be integrated in and held through Interbolsa as operator of the CVM. The appropriate ISIN for each Tranche of Notes allocated by Interbolsa will be specified in the Final Terms.

The address of Interbolsa is Avenida da Boavista, 3433 – 4100 – 138 Porto, Portugal.

For the time being, Interbolsa will only settle and clear Notes denominated in Euro, U.S. dollars, Sterling, Japanese yen, Swiss francs, Australian dollars, Canadian dollars, Chinese renminbi, Norwegian Krone and Swedish Krona.

### Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the relevant Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

### Yield

In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of

the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

### **Significant or Material Change**

There has been (A) no significant change in the financial performance or financial position of BST or the BST Group since 31 December 2021, and (B) no material adverse change in the prospects of BST since 31 December 2021.

There has been (A) no significant change in the financial performance or financial position of SGPS or the SGPS Group since 31 December 2021, and (B) no material adverse change in the prospects of SGPS since 31 December 2021.

### **Litigation**

There are no, nor have there been any, governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which BST is aware) in the twelve months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of BST or the BST Group.

There are no, nor have there been any, governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which SGPS is aware) in the twelve months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of SGPS or the SGPS Group.

### **Auditors**

PricewaterhouseCoopers & Associados - Sociedade de Revisores Oficiais de Contas, Lda., which is a member of the Portuguese Institute of Statutory Auditors (*Ordem dos Revisores Oficiais de Contas*) with number 183 and registered with CMVM with number 20161485, with registered office at Palácio Sotomayor, Rua Sousa Martins, no. 1, 3rd, 1069-316 Lisbon, Portugal, represented by José Manuel Henriques Bernardo and Aurélio Adriano Rangel Amado, audited BST's and SGPS's consolidated accounts in accordance with the generally accepted auditing standards issued by the Institute of Statutory Auditors as at and for the financial years ended 31 December 2021 and 31 December 2020, respectively.

The Legal Certification of Accounts and Auditor's Reports on the consolidated financial statements as at and for the years ended 31 December 2021 and 31 December 2020 of BST and SGPS contained unqualified opinions.

For a better understanding of the above issues, the reading of the complete versions of the opinions included in the annual reports of BST and SGPS together with the respective financial statements is recommended.

### **Dealers transacting with the Issuers**

Certain of the Dealers 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 Issuers and their affiliates in the ordinary course of business. The Dealers have received, or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuers or their affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuers routinely hedge their credit exposure to the Issuers consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

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