

## BASE PROSPECTUS



### SERVICIOS FINANCIEROS CARREFOUR, E.F.C., S.A.

*(incorporated with limited liability in Spain)*

**EUR 2,500,000,000**

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

This document (the “**Base Prospectus**”) constitutes a base prospectus for the purposes of Article 8 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of the EU of 14 June 2017 (as amended, the “**Prospectus Regulation**”) relating to notes (the “**Notes**”) issued under the programme described herein (the “**Programme**”) by Servicios Financieros Carrefour E.F.C., S.A. (“**SFC**”, “**Servicios Financieros Carrefour**” or the “**Issuer**”) and has been prepared in accordance with, and including the information required by Annexes 7 and 15 of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing the Prospectus Regulation (the “**Delegated Regulation 2019/980**”).

This Base Prospectus has been approved on 18 June 2025, as a base prospectus issued in compliance with the Prospectus Regulation for the purpose of giving information with regard to the issue of Notes under the Programme during the period of twelve months after the date of its approval. This Base Prospectus has been approved by the Central Bank of Ireland, as competent authority under the Prospectus Regulation. The Central Bank of Ireland only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed under the Prospectus Regulation. Such approval by the Central Bank of Ireland should not be considered as an endorsement of the Issuer or the quality of the securities that are the subject of this Base Prospectus. Such approval relates only to the Notes which are to be admitted to trading on a regulated market for the purposes of Directive 2014/65/EU, as amended (“**MiFID II**”) and/or which are to be offered to the public in any member state (“**Member State**”) of the European Economic Area (“**EEA**”). This Base Prospectus is drawn up in the English language. In case there is any discrepancy between the English text and the Spanish text, the English text stands approved for the purposes of approval under the Prospectus Regulation.

Application has been made to The Irish Stock Exchange plc, trading as Euronext Dublin (“**Euronext Dublin**”) for the Notes to be admitted to the official list (the “**Official List**”) and trading on its regulated market. This Base Prospectus and the information incorporated by reference under Section titled “*Information incorporated by Reference*” herein will be published on the website of Euronext Dublin (<https://live.euronext.com/>). The Programme also permits Notes to be issued on the basis that they will be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.

For the purposes of the Directive 2004/109/EC the Home Member State is Ireland.

The language of the Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

This Base Prospectus will be valid for a year from the date of its approval. The obligation to supplement the Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply when the Prospectus is no longer valid.

There are certain risks related to any issue of Notes under the Programme, which investors should ensure they understand and make their own assessment as to the suitability of investing in such Notes (see “*Risk Factors*” on pages 8 to 29 of this Base Prospectus).

Potential investors should note the statements regarding the tax treatment in Spain of income obtained in respect of the Notes and the disclosure requirements imposed by Law 10/2014, of 26 June on the organisation, supervision and solvency of credit institutions (*Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de entidades de crédito*), as amended from time to time (“**Law 10/2014**”) on the Issuer in relation to the Notes.

The Notes will be issued in bearer form. Notes may be issued in new global note (“**NGN**”) form. Unless otherwise specified in the relevant Final Terms, each Tranche of Notes having an original maturity of more than one year will initially be represented by a temporary Global Note (each a “**Temporary Global Note**”) and each Tranche of Notes having an original maturity of one year or less will initially be represented by a permanent Global Note (each a “**Permanent Global Note**” and, together with a Temporary Global Note, each a “**Global Note**”) which, in each case, will (i) if the Global Notes are stated in the relevant Final Terms to be issued in NGN form, be delivered on or prior to the original issue date of the relevant Tranche with a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”); or (ii) if the Global Notes are not intended to be issued in NGN form (“**CGN**”), be delivered on or prior to the original

issue date of the relevant Tranche to a common depositary (“**Common Depositary**”) for, Euroclear and Clearstream, Luxembourg, or as otherwise agreed between the Issuer and the relevant Dealer. Interests in Temporary Global Notes will be exchangeable for interests in a Permanent Global Note or, if so stated in the relevant Final Terms, for definitive Notes (the “**Definitive Notes**”) after the date falling 40 days after the issue date upon certification as to non-U.S. beneficial ownership. If specified in the relevant Final Terms, interests in Permanent Global Notes will be exchangeable for Definitive Notes. The provisions governing the exchange of interests in Global Notes for other Global Notes and Definitive Notes are described in “*Summary of Provisions Relating to the Notes while in Global Form*”.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States, and include Notes in bearer form that are subject to U.S. tax law requirements. The Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (“**Regulation S**”) and, in addition in the case of Notes in bearer form, as defined in the U.S. Internal Revenue Code of 1986, as amended, and U.S. Treasury regulations promulgated thereunder) except in certain transactions exempt from or not subject to the registration requirements of the Securities Act, the securities laws of the applicable state or other jurisdiction of the United States and applicable U.S. tax law requirements.

**MiFID II product governance / target market** – The relevant 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 MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

**PRIIPs / IMPORTANT – 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; or (ii) a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II;. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the “**EU PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA will be prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

**UK MiFIR product governance / target market** – The relevant 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 “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the 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 Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

**PRIIPs / IMPORTANT – 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**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (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. Consequently, no key information document required by the EU PRIIPs Regulation 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.

Amounts payable under the Notes may be calculated or otherwise determined by reference to an index or a combination of indices. Any such index may constitute a benchmark for the purposes of the Benchmark Regulation (Regulation (EU) 2016/1011) (the “**EU Benchmark Regulation**”). If any such index does constitute such a benchmark the relevant final terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (“**ESMA**”) pursuant to article 36 of the EU Benchmark Regulation. Not every index will fall within the scope of the EU Benchmark Regulation.

**Arrangers**

**BNP PARIBAS**

**SANTANDER CORPORATE & INVESTMENT  
BANKING**

**SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT BANKING**

**Dealers**

**BBVA**

**CREDIT AGRICOLE CIB**

18 June 2025

## IMPORTANT NOTICES

The Issuer accepts responsibility for the information contained in this Base Prospectus and any Final Terms (as defined below) and declares that, to the best of its knowledge, the information contained in this Base Prospectus is in accordance with the facts and makes no omission likely to affect its import.

Each Tranche (as defined herein) of Notes will be issued on the terms set out herein under “*Terms and Conditions of the Notes*” (the “**Conditions**”) as completed by a document specific to such Tranche called final terms (the form of which is contained herein) (the “**Final Terms**”).

The Base Prospectus should be read and construed together with any supplements thereto and with any other information which is deemed to be incorporated by reference therein and, in relation to any Tranche of Notes, should be read and construed together with the relevant Final Terms.

The Issuer has confirmed to the Dealers referred to in “*Subscription and Sale*” below that this Base Prospectus (together with the relevant Final Terms referred to herein) contains all such information which is material as investors and their professional advisers would reasonably require, and reasonably expect to find, for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and of the rights attaching to the relevant Notes.

The Issuer has not authorised the making or provision of any representation or information regarding the Issuer or the Notes other than as contained or incorporated by reference into the Base Prospectus, in the Dealer Agreement (as defined in “*Subscription and Sale*”), in any other document prepared in connection with the Programme or any Final Terms or as approved for such purpose by the Issuer. Any such representation or information should not be relied upon as having been authorised by the Issuer, the Dealers or any of them.

No representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates make any representation or warranty or accept any responsibility, as to the accuracy or completeness of the information contained in the Base Prospectus or any responsibility for any act or omission of the Issuer or any other person (other than the relevant Dealer) in connection with the issue and offering of the Notes.

Neither the delivery of the Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall create, in any circumstances, any implication that there has been no adverse change in the financial situation of the Issuer since the date hereof or, as the case may be, the date upon which the Base Prospectus has been most recently amended or supplemented or the balance sheet date of the most recent financial statements which are deemed to be incorporated into the Base Prospectus by reference.

Prospective investors should determine whether an investment in the Notes is appropriate in their particular circumstances and should consult with their legal, business and tax advisers to determine the consequences of an investment in the Notes and to arrive at their own evaluations of the investment.

Prospective investors should consider that the trading market for debt securities issued by banks is influenced by economic and market conditions and, to varying degrees, interest rates, currency exchange rates and inflation rates in other Western and industrialised countries, that such market volatility could adversely affect the price of the Notes and that the different economic and market conditions could have any other adverse effect.

Each potential investor in any of the Notes should determine the suitability of such 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 professional advisers, whether it:

- (a) has sufficient knowledge and expertise to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference into this Base Prospectus, taking into account that the Notes may only be a suitable investment for professional or institutional investors;

- (b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for payments in respect of the Notes is different from the potential investor's currency;
- (d) understands thoroughly the terms of the Notes, including the provisions relating to their status, and is familiar with the behaviour of financial markets; and
- (e) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear applicable risks.

A potential investor should not invest in the Notes unless it has the knowledge and expertise (either alone or with its financial and professional advisers) to evaluate how the Notes will perform under changing conditions, the resulting effects on the market value of the Notes, and the impact of this investment on the potential investor's overall investment portfolio.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each prospective investor should consult its legal advisers to determine whether and to what extent (i) relevant Notes are legal investments for it, (ii) the relevant Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to the purchase of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules. Neither the Issuer, the Dealers nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor of the relevant Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

The distribution of the Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession the Base Prospectus or any Final Terms come are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of the Base Prospectus or any Final Terms and other offering material relating to the Notes, see "*Subscription and Sale*". In particular, the Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States, and Notes are subject to U.S. tax law requirements. The Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) and, in addition, in the case of Notes in bearer form, as defined in the U.S. Internal Revenue Code of 1986, as amended, and U.S. Treasury regulations promulgated thereunder), except in certain transactions exempt from or not subject to the registration requirements of the Securities Act, the securities laws of the applicable state or other jurisdiction of the United States and applicable U.S. tax law requirements.

**Neither the Base Prospectus nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.**

The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s) and as specified in the relevant Final Terms, save that the minimum denomination of each Notes will be such amount 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 indicated in the relevant Final Terms and save that (i) in the case of any Notes which are to be admitted to trading on a regulated market within the EEA in circumstances which require the publication of a prospectus under the Prospectus Regulation, the minimum

Specified Denomination(s) shall be €100,000 (or its equivalent in other currencies)); and (ii) unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the UK or whose issue otherwise constitutes a contravention of section 19 of the FSMA will have a minimum denomination of £100,000 (or its equivalent in other currencies).

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

**IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF NOTES, THE DEALER OR DEALERS (IF ANY) NAMED AS THE STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISATION MANAGER(S)) IN THE RELEVANT FINAL TERMS 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 STABILISING ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF THE STABILISATION MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.**

**There are certain risks relating to an investment in the Notes. See “*Risk Factors*”.**

Series of Notes may be rated or unrated. Where a Series of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not each credit rating applied for in relation to a relevant Series of Notes will be issued by a credit rating agency established in the European Union (the “EU”) and registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (as amended, the “CRA Regulation”) will be disclosed in the relevant Final Terms. A rating is not a recommendation to buy, sell or hold Notes and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

All references in this Base Prospectus to “\$”, “US\$” or “US dollars” are to United States dollars, references to “Sterling” and “£” are to pounds sterling, and references to “euro”, “EUR” and “€” are to the single currency of participating Member States of the EU.

For the avoidance of doubt, uniform resource locators (“URLs”) given in respect of web-site addresses in the Base Prospectus are inactive textual references only and it is not intended to incorporate the contents of any such web sites into this Base Prospectus nor should the contents of such web sites be deemed to be incorporated into this Base Prospectus.

This Base Prospectus (and the information which is deemed to be incorporated by reference into this Base Prospectus) contains certain management measures of performance or alternative performance measures (“APMs”), which are used by management to evaluate Issuer’s overall performance. These APMs are not audited, reviewed or subject to review by Issuer’s auditors and are not measurements required by, or presented in accordance neither with Banco de España Circular 4/2019 of 26 November 2019 nor with, International Financial Reporting Standards as adopted by the EU (“IFRS-EU”). Many of these APMs are based on Issuer’s internal estimates, assumptions, calculations, and expectations of future results and there can be no guarantee

that these results will actually be achieved. Accordingly, investors are cautioned not to place undue reliance on these APMs.

Furthermore, these APMs, as used by the Issuer, may not be comparable to other similarly titled measures used by other companies. Investors should not consider such APMs in isolation, as alternatives to the information calculated in accordance with Banco de España Circular 4/2019 of 26 November 2019 or IFRS-EU, as indications of operating performance or as measures of Issuer's profitability or liquidity. Such APMs must be considered only in addition to, and not as a substitute for or superior to, financial information prepared in accordance with Banco de España Circular 4/2019 of 26 November 2019 or IFRS-EU and investors are advised to review these APMs in conjunction with the audited annual financial statements incorporated by reference in this Base Prospectus from time to time.

The Issuer believes that the description of these management measures of performance in this Base Prospectus follows and complies with the ESMA Guidelines introduced on 3 July 2016 on Alternative Performance Measures.

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## GENERAL DESCRIPTION OF THE PROGRAMME

*The following overview 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 relevant Final Terms. Words and expressions defined in the Conditions shall have the same meanings in this overview. The Issuer may agree with any Dealer that Notes may be issued in a form other than that contemplated in the Conditions, in which event (in the case of Notes admitted to trading only) a supplement to this Base Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.*

<b>Issuer:</b>	Servicios Financieros Carrefour E.F.C., S.A.
<b>Legal Entity Identifier (“LEI”):</b>	5493009TO08H2XXXHQ45
<b>Description:</b>	Euro Medium Term Note Programme.
<b>Arrangers:</b>	Banco Santander, S.A., BNP PARIBAS, and Société Générale
<b>Dealers:</b>	Banco Bilbao Vizcaya Argentaria, S.A. and Crédit Agricole Corporate and Investment Bank

The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to “**Dealers**” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and all persons appointed as a dealer in respect of one or more Tranches.

<b>Programme Limit:</b>	EUR 2,500,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time (the “ <b>Programme Limit</b> ”). The Programme Limit may be increased, as provided in the dealer agreement dated 18 June 2025 between the Issuer and the Dealers.
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<b>Fiscal Agent:</b>	The Bank of New York Mellon, SA/NV Dublin Branch
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<b>Method of Issue:</b>	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “ <b>Series</b> ”) having one or more Issue Dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “ <b>Tranche</b> ”) on the same or different Issue Dates. The specific terms of each Tranche will be completed in the final terms (the “ <b>Final Terms</b> ”).
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<b>Issue Price:</b>	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. The Issue Price of the Notes will be specified in the relevant Final Terms.
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<b>Maturities:</b>	Subject to compliance with all relevant laws, regulations and directives, any maturity from the date of original issue.
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**Currencies:**

Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency specified in the relevant Final Terms as may be agreed between the Issuer and the relevant Dealer(s).

**Specified Denomination(s):**

Definitive Notes will be in such denominations as may be specified in the relevant Final Terms save that (i) in the case of any Notes which are to be admitted to trading on a regulated market within the EEA or offered to the public in a EEA state in circumstances which require the publication of a prospectus under the Prospectus Regulation, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes); and (ii) unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA will have a minimum denomination of £100,000 (or its equivalent in other currencies).

**Status of the Notes:**

The payment obligations of the Issuer pursuant to the Notes will constitute direct, general, unconditional, unsubordinated and (subject to Condition 4 (*Negative Pledge*)) unsecured obligations of the Issuer and in the event of insolvency (*concurso*) of the Issuer (unless they qualify as subordinated debts under Article 281.1 of the *Real Decreto Legislativo 1/2020, de 5 de mayo, por el que se aprueba el texto refundido de la Ley Concursal* (the “**Insolvency Law**”) or equivalent legal provision which replaces it in the future and subject to any legal and statutory exceptions) will qualify as ordinary claims (*créditos ordinarios*) as defined in the Insolvency Law and will rank (i) below claims against the insolvency estate (*créditos contra la masa*) and claims with special privilege (*créditos con privilegio especial*) or general privilege (*créditos con privilegio general*); (ii) *pari passu* and without any preference among themselves and *pari passu* with all other outstanding ordinary claims (*créditos ordinarios*) of the Issuer, present and future (except for any ordinary claims (*créditos ordinarios*) which, by law and/or by their terms, and to the extent permitted by Spanish law, rank junior to the Notes); and (iii) above (a) subordinated claims, (b) the rights of shareholders, and (c) any other obligations which, by law and/or by their terms, and to the extent permitted by Spanish law, rank junior to the Notes. See Condition 3 (*Status*).

**Events of Default  
(including cross default):**

There will be events of default and a cross-default in respect of the Notes as set out in Condition 9 (*Events of Default*).

**Redemption Amount:**

Unless previously redeemed or purchased and cancelled as provided in Condition 6 (*Redemption, Purchase and Options*), each Note shall be finally redeemed on the Maturity Date at an amount which, unless otherwise provided, should be its nominal amount. Unless permitted by then current laws and regulations,

Notes (including Notes denominated in Sterling) having a maturity of less than one (1) year from their date of issue and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).

**Optional Redemption:**

The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders, and if so the terms applicable to such redemption.

**Early Redemption:**

Except as provided in “Optional Redemption” above and “Make-Whole Redemption by the Issuer”, “Residual Maturity Call Option” and “Substantial Purchase Event” below, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons (as provided in Condition 6(f) (*Redemption for Tax Reasons*)).

**Make-Whole Redemption by the Issuer:**

If specified as applicable in the relevant Final Terms, in respect of any issue of Notes, the Issuer will have the option to redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date at their Optional Redemption Amount, which shall be the Make Whole Redemption Price. The Make Whole Redemption Price will be the greater of (x) 100 per cent. of the nominal amount of the Notes so redeemed and, (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Notes (excluding any interest accrued on the Notes to, but excluding, the relevant Optional Redemption Date) discounted to the relevant Optional Redemption Date on an annual basis at the Redemption Rate plus a Redemption Margin (as specified in the relevant Final Terms), plus in each case (x) or (y) above, any interest accrued on the Notes to, but excluding, the Optional Redemption Date.

**Residual Maturity Call Option:**

If specified as applicable in the relevant Final Terms, in respect of any issue of Notes, the Issuer will have the option to redeem the Notes, in whole but not in part, at par together with interest accrued to, but excluding, the date fixed for redemption, at any time as from the call option date, which shall be no earlier than three (3) months before the Maturity Date of Notes having a maturity of not more than ten years or (ii) six (6) months before the Maturity Date in respect of Notes having a maturity of more than ten years.

**Substantial Purchase Event:**

If specified as applicable in the relevant Final Terms, in the event that 25 per cent. (or any lower percentage specified in the relevant Final Terms) or less of the initial aggregate principal amount of a particular Series of Notes remains outstanding, the Issuer may have the option to redeem all, but not some only, of the outstanding Notes in that Series at their Substantial Purchase

	Event Redemption Amount together with any interest accrued to the date fixed for redemption.
<b>Redemption or Purchase at the option of the Noteholder following a Change of Control Put Event:</b>	If specified as applicable in the relevant Final Terms, in respect of any issue of Notes, in the event of a Change of Control Put Event, each Noteholder will have the right to request the Issuer to redeem, at the Issuer's option, purchase (or procure the purchase of) all or part of its Notes as set out in Condition 6(g) ( <i>Redemption or Purchase at the option of Noteholders following a Change of Control Put Event</i> ).
<b>Redemption at the Option of the Noteholders:</b>	If specified as applicable in the relevant Final Terms, the Issuer shall, at the option of the Noteholder, redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount specified in the relevant Final Terms together with interest accrued to the date fixed for redemption as set out in Condition 6(h) ( <i>Redemption at the Option of Noteholders and Exercise of Noteholders' Options</i> ).
<b>Taxation:</b>	<p>All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Kingdom of Spain or any political subdivision therein or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.</p> <p>In that event, the Issuer shall (subject to the exceptions provided in Condition 8 (<i>Taxation</i>) and as described below) pay such additional amounts as will result in receipt by the Noteholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, subject to certain exceptions. See Condition 8 (<i>Taxation</i>).</p>
<b>Interest Periods and Rates of Interest:</b>	<p>Interest (if any) may accrue at a fixed rate or a floating rate.</p> <p>The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.</p>
<b>Fixed Rate Notes:</b>	Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.
<b>Floating Rate Notes:</b>	<p>Floating Rate Notes will bear interest determined separately for each Series as follows:</p> <ul style="list-style-type: none"> <li>(i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified</li> </ul>

Currency governed by an agreement incorporating the 2006 ISDA Definitions or the latest version of the 2021 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., or

- (ii) by reference to €STR or EURIBOR (or such other benchmark as may be specified in the relevant Final Terms), in each case as adjusted for any applicable margin and subject to the benchmark discontinuation provisions set out in Condition 5(d) (*Benchmark Replacement*).

Interest periods will be specified in the relevant Final Terms.

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

**Ratings Step-Up/Step Down**

If specified as applicable in the relevant Final Terms, the Rate of Interest payable on the Notes will be subject to adjustment from time to time in the event of a Step-Up Rating Change or a Step-Down Rating Change as specified in the Conditions.

**Form of Notes:**

The Notes will be issued in bearer form. Each Tranche of Notes will be represented on issue by a Temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in “—*Selling Restrictions*” below), otherwise such Tranche will be represented by a Permanent Global Note.

**Clearing Systems:**

Clearstream, Luxembourg, Euroclear and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.

**Initial Delivery of Notes:**

On or before the issue date for each Tranche, if the relevant Global Note is a NGN, the Global Note will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. On or before the issue date for each Tranche, if the relevant Global Note is a CGN, the Global Note representing the Notes may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Global Notes may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer.

**Governing Law:**

The Notes and any non-contractual obligations arising out of or in connection with them are governed by Spanish law.

**Admission to Trading:**

Application has been made to list Notes to be issued under the Programme on the Official List and to admit them to trading on the regulated market of Euronext Dublin or as otherwise specified in the relevant Final Terms and references to listing

**Method of Publication of this Base Prospectus and the Final Terms:**

shall be construed accordingly. As specified in the relevant Final Terms, a Series of Notes may be unlisted.

This Base Prospectus, any supplement thereto and the Final Terms related to the Notes admitted to trading on any Regulated Market in the EEA will be published on the website of Euronext Dublin (<https://live.euronext.com>).

**Ratings:**

Tranches of Notes will be rated or unrated. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued or endorsed by a credit rating agency established in the European Union and registered under the EU CRA Regulation and/or issued or endorsed by a credit rating agency established in the United Kingdom and registered or certified under the UK CRA Regulation will be disclosed in the relevant Final Terms.

A 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.

**Selling Restrictions:**

There are restrictions on the sale of Notes and the distribution of offering material in various jurisdictions. See “*Subscription and Sale*”.

The Issuer is Category 2 for the purposes of Regulation S under the Securities Act.

The Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (the “**D Rules**”) unless (i) the relevant Final Terms states that Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (the “**C Rules**”) or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

**Use of proceeds**

The net proceeds of the issue of the Notes will be used for the Issuer’s general corporate purposes. If in respect of any particular issue of Notes, there is a particular identified use of proceeds, this will be stated in the relevant Final Terms.

## RISK FACTORS

*An investment in the Notes may involve a high degree of risk.*

*In purchasing Notes, investors assume the risk that the Issuer may 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 Issuer becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors, as the Issuer 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 Issuer's control. The Issuer has 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 and are listed in order of decreasing materiality, taking into account both the probability that they might occur as well as the expected magnitude of their negative impact.*

*In addition, factors which are material for the purpose of assessing the market risk associated with Notes issued under the Programme are detailed below. The factors discussed below regarding the risks of acquiring or holding any Notes are not exhaustive, and additional risks and uncertainties that are not presently known to the Issuer or that the Issuer currently believes to be immaterial could also have a material impact on the Notes.*

*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.*

### CONTENTS OF THE RISK FACTORS

#### 1 Risks Relating to the Issuer

##### 1.1 Economic risks

###### *Credit risk*

Credit risk represents the losses the Issuer would suffer if a client or counterparty fails to meet their contractual payment obligations. This risk is inherent in products offered by Servicios Financieros Carrefour.

Servicios Financieros Carrefour is exposed to credit risk from the individual customers to whom it issues credit cards or with whom it enters into loans, particularly in relation to (i) credit deriving from the means of payment which as of 31 December 2024 constituted 52.0 per cent. of its total credit portfolio (54.3 per cent. at 31 December 2023), which includes revolving credit, which as of 31 December 2024 constituted 45.3 of its total credit portfolio (48.1 per cent at 31 December 2023); (ii) personal loans which as of 31 December 2024 constituted 41.3 per cent. of its total credit portfolio (40.2 per cent. at 31 December 2023); and (iii) consumer loans, which as of 31 December 2024 constituted 6.7 per cent. of its total credit portfolio (5.5 per cent. at 31 December 2023).

Since Servicios Financieros Carrefour does not require any type of guarantees from its customers, nor does it use credit risk hedging instruments, its maximum exposure to credit risk amounts to the total amount of credit granted to its customers.

As of 31 December 2024, the non-performing loans ratio of Servicios Financieros Carrefour's customers was 8.4 per cent. (9.3 per cent. as of 31 December 2023, and 7.8 per cent. as of 31 December 2022), with a coverage level based on specific allowances of 75.1 per cent. at 31 December 2024 (73.0 per cent. at 31 December 2023 and 72.1 per cent. as of 31 December 2022). In particular, the default rate for credit cards was 7.8 per cent. as of 31 December 2024 (7.8 per cent. as of 31 December 2023 and 6.4 per cent. as of 31 December 2022) and the default rate for personal loans (excluding refinanced debt) was 5.4 per cent. as of 31 December 2024 (7.4 per cent. as of 31 December 2023 and 4.8 per cent. as of 31 December 2022)<sup>1</sup>.

Any adverse change in the macroeconomic environment in general or in the Spanish economy in particular could affect Servicios Financieros Carrefour's customers ability to meet their obligations (see —

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<sup>1</sup> Management information.

“*Macroeconomic risks - Risks relating to the macroeconomic environment*”) increasing the likelihood of materialization of this risk. In addition, any failure in Servicios Financieros Carrefour’s selection and screening processes with respect to its customers may also increase the likelihood of materialization of this risk (see — “*Operational risks—The Issuer is subject to operational risk*”).

Failure by third parties to meet their contractual obligations with Servicios Financieros Carrefour could have a material adverse effect on its business, financial conditions and results of operations and, thus, on its ability to meet its payment obligations to Noteholders.

### ***Liquidity and funding risk***

Servicios Financieros Carrefour is exposed to risks in obtaining financing in the financial markets. Additionally, Servicios Financieros Carrefour must always be in a position to ensure both the refinancing of the entire credit investment granted to third parties and the maintenance of a normal level of activity in the event of a liquidity crisis.

Servicios Financieros Carrefour is mainly financed through bilateral financing facilities, which include (i) a credit line granted by Carrefour Banque, S.A. for an amount of 1,600 million in 2022 and reduced to EUR 500 million in 2024, of which EUR 123 million had been drawn as at 31 December 2024 (EUR 885 million as at 31 December 2023 and EUR 1,104 at 31 December 2022), representing 9.9 per cent. of SFC’s *credit institution deposits - Term accounts* as at 31 December 2024 (73.6 per cent. as at 31 December 2023 and 83.4 per cent. as at 31 December 2022) (the “**Credit Line**”), and (ii) a loan granted by BNP Paribas, S.A. in 2024 for an amount of EUR 650 million, the “**BNP Loan**” representing 52.2 per cent. of SFC’s *credit institution deposits - term accounts* as at 31 December 2024 (see — “*Organisational risks—Servicios Financieros Carrefour’s organisational Structure*”). In addition, Servicios Financieros Carrefour obtains financing through certain local credit lines granted by other entities (the “**Bilateral Facilities**”) for a total amount of EUR 580 million as at 31 December 2024 (EUR 425 million as at 31 December 2023 and EUR 400 million as at 31 December 2022), of which EUR 473 million had been drawn as at 31 December 2024 (EUR 317 million as at 31 December 2023 and EUR 220 million as at 31 December 2022), representing 38.0 per cent. of SFC’s *credit institution deposits - term accounts* as at 31 December 2024 (26.4 per cent. and 16.6 per cent. as at 31 December 2023 and 2022, respectively).

Furthermore, the Issuer endeavors to diversify as much as possible the sources of its funding, through the establishment of its Programme and other credit lines. Moreover, the Issuer has used and may use in the future other sources of funding, such as securitisation transactions.

The Issuer is also required to comply with certain liquidity ratios. The liquidity coverage ratio (“**LCR**”) measures the Issuer’s liquidity risk profile, ensuring that it has encumbered high-quality assets that can be easily and immediately liquid in the financial markets, to cover expected net cash outflows over a 30 - day liquidity stress period, without being susceptible to a significant loss of value. At 31 December 2024, LCR of Servicios Financieros Carrefour was 132.1 per cent. (177.3 per cent. at 31 December 2023), with a regulatory minimum level of 100 per cent. The net stable funding ratio (“**NSFR**”) provides a sustainable maturity structure of assets and liabilities such that the Issuer maintains a stable funding profile in relation to its activities. As at 31 December 2024, the NSFR of Servicios Financieros Carrefour stood at 174.0 per cent. (246.8 per cent. at 31 December 2023), with a regulatory minimum level of 100 per cent.<sup>2</sup>

A shortage in the Issuer’s sources of funding could generate liquidity problems for Servicios Financieros Carrefour, which could have a material adverse effect on its business, financial conditions and results of operations and, thus, on its ability to respect its payment obligations to Noteholders.

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<sup>2</sup> The LCR and the NSFR at 31 December 2024 and at 31 December 2023 have been calculated taking into consideration the transitory adaptation factors contained in Circular 1/2022 dated 24 January, of the Bank of Spain, to credit financial establishments, regarding liquidity, prudential standards, and reporting obligations, and which amends Circular 1/2009 dated 18 December, to credit institutions and other supervised entities, concerning information on the capital structure and participatory shares of credit institutions, and about their branches, as well as on the senior management of supervised entities, and Circular 3/2019 dated 22 October, which exercises the authority granted by Regulation (EU) 575/2013 to define the threshold of significance for due credit obligations.



## ***Interest rate risk***

Interest rate risk is the risk that changes in market interest rates and prices will negatively affect Servicios Financieros Carrefour's income and capital and increase its borrowing costs.

The evolution of interest rates is influenced by numerous factors beyond the Issuer's control, primarily driven by central banks' monetary policy, economic trends, market expectations and even geopolitical factors impacting these elements.

Interest rates, as measured by Euribor, have risen by three per cent. from 2021 to 2024. During this period, consumer credit rates have increased at a much slower pace, averaging 0.5 to 1.5 per cent. for loans and a stagnant trend in revolving rates (source: *Bank of Spain*). After continuously raising the interest rates from July 2022 up to September 2023 as a response to the global inflationary environment, since June 2024 the European Central Bank (the "ECB") has gradually lowered interest rates up to 2.4% as of the date of this Base Prospectus (source: *European Central Bank: Press release 17 April 2025: Monetary policy decisions*).

Servicios Financieros Carrefour's customer loans are issued at fixed interest rates, for durations of between 12 to 96 months for personal loans and for durations of between 12 to 96 months for consumer loans. Servicios Financieros Carrefour's revolving credit is also granted at fixed interest rates.

On the other hand, the Credit Line, the BNP Loan and the Bilateral Facilities accrue floating interest rates.

Fluctuations of interest rates could lead to increased borrowing costs, affect the income of Servicios Financieros Carrefour or impact the refinancing costs necessary to its balance sheet growth, which could have a material adverse effect on its business, financial conditions and results of operations and, thus, on its ability to respect its payment obligations to Noteholders. Although the Issuer has an interest rate risk hedging policy, it may prove insufficient or inadequate during periods of high interest rate volatility.

## **1.2 Legal and regulatory risks**

### ***Litigation and other adversarial actions in the ordinary course of business could materially adversely affect Servicios Financieros Carrefour's business***

Servicios Financieros Carrefour is subject to claims and complaints, including lawsuits, by customers, employees, suppliers, and others in the ordinary course of business. Regulators and governmental authorities may also bring administrative or other enforcement actions against Servicios Financieros Carrefour. Significant claims or a substantial number of small claims may be expensive to defend and may divert time and money away from the operations of Servicios Financieros Carrefour, which could have a material adverse effect on its results of operations and financial condition, and may also have a negative outcome.

In addition, adverse publicity or a substantial judgment against Servicios Financieros Carrefour could negatively impact its reputation, which could have a material adverse effect on its business, results of operations and financial condition.

In particular, as it is subject to an extensive amount of consumer protection and lending laws and regulations in Spain, Servicios Financieros Carrefour may be exposed to customer claims on transparency issues and also with respect to the interest rate the Issuer charges under the credit card agreements (*contratos de apertura de cuenta de tarjeta*) made between the Issuer and the relevant borrowers (the "**Credit Card Agreements**") and under consumer loan agreements made between the Issuer and the relevant borrowers (the "**Consumer Loan Agreements**"). As of the date of this Base Prospectus, 98 per cent. of the amounts claimed under proceedings against the Issuer correspond to proceedings related to Credit Card Agreements and 2 per cent. to proceedings related to Consumer Loan Agreements.

#### ***Litigation arising under the Usury Law***

Pursuant to the Spanish Law of 23 of July of 1908 on the nullity of usurious loan agreements (*Ley de 23 de julio de 1908 sobre nulidad de los contratos de préstamos usurarios*) (the "**Usury Law**") any loan agreements

(including the Credit Card Agreements and the Consumer Loan Agreements) providing for an interest rate (the “**Contractual Rate**”) notably higher than the normal interest rate of money and manifestly disproportionate to the circumstances surrounding the case are “usurious” and, therefore, null and void. The Spanish supreme court (*Tribunal Supremo*) (the “**Spanish Supreme Court**”) has held that the nullity provided for by the Usury Law renders a “usurious” agreement void rather than voidable. This means, *inter alios*, that such agreement is unenforceable and must be treated as if it had never been formed, so that the declaration of nullity have *ex tunc* (retrospective) effect, without such nullity being able to be cured in any way and being not subject to any time limitations. Furthermore, pursuant to the Usury Law, where a loan agreement is declared null by the courts of justice the relevant borrower shall be obliged to return only the amount received and if such borrower had paid part of that amount and also the interest due, the lender will return to the borrower any amounts paid which exceed the amount granted under the loan.

The Usury Law does not define the concept of “normal interest rate of money” (or a rate which could be a valid benchmark for the purposes of determining it; each, a “**Benchmark**”) neither provides for any test or indication for assessing what “notably higher” means in practice, so this issue has been interpreted until recently by each Spanish court based on its own judgment.

In this respect, in the last years there has been an increase in the number of cases regarding charges under credit card agreements that affect the Issuer, primarily Judgment 628/2015 of 25 November (the “**628/2015 Judgment**”), Judgment 149/2020 of 4 March (the “**149/2020 Judgment**”), Judgment 257/2023, of 15 February (the “**257/2023 Judgment**”) and Judgment 350/2025, of 5 March (the “**350/2025 Judgment**”). The Issuer has not been directly involved in any of such judgments.

On the 628/2015 Judgment, the Spanish Supreme Court ruled that the official statistics for consumer product rates published by the Bank of Spain could be used by the courts as a valid Benchmark when determining the “normal interest rate of money” for the purposes of the Usury Law. The 628/2015 Judgment also found that a revolving card facility granted in 2001 with a Contractual Rate which was twice the rate shown by the official statistics published by the Bank of Spain for 2001 was usurious.

However, those statistics were not specific for revolving credit cards until 2010 and comprised a wide range of consumer products, including personal loans, which have different risks cost. Accordingly, the interest rates published by the Bank of Spain until 2010 were actually a blended weighted average of the interest rates applicable to each of these different instruments.

Since June 2010 the Bank of Spain has split the general consumer credit statistics and has published the average interest rate of credit cards as a separate statistic to the average interest rate of consumer loans. The average interest rate for consumer loans according to Bank of Spain has ranged between 6.10 and 7.91 since 2016 to the date of this Base Prospectus and the average rate for credit cards according to Bank of Spain has ranged between 17.99 and 20.84 since 2016 to the date of this Base Prospectus (both of them published as effective interest rates without fees or “TEDR” or *tipo efectivo definición restringida*) (“**TEDR**”).

The 149/2020 Judgment sets out that the “normal interest rate of money” in relation to credit card debt must be determined by reference to the market interest rates prevailing in the specific credit card debt segment. The 149/2020 Judgment also set out that a Contractual Rate (which, pursuant to the Spanish Supreme Court, must be calculated by reference to the annual percentage rate of charge (“**TAE**” or *tasa anual equivalente*)), rather than to the nominal interest rate) of 26.82 per cent over a market average interest of credit card debt of around 20 per cent. was usurious and stated that, the higher the market average interest rate, the lower the permissible excess should be.

The 149/2020 Judgment also ratified the 628/2015 Judgment finding that, although specific circumstances may also be considered (such as the solvency of the borrowers or the unsecured condition of the credit), it is not possible to justify an interest higher than the normal interest of money due to the risk derived from the level of default tied to credit operations via revolving credit cards.

The 257/2023 Judgment drew the limit of “usury” for revolving credit card agreements in Contractual Rates exceeding in more than six percentual points the relevant average TAE. Furthermore, the 257/2023 Judgment also stated that the rates published by the Bank of Spain on a monthly basis since June 2010 and usually taken as the Benchmark do not show the average TAE but the average TEDR (the average TAE being expected by the Spanish Supreme Court to be 20-30 basis points higher than the average TEDR).

The 350/2025 Judgment addresses the period for claiming amounts unduly paid under credit card agreements. The Spanish Supreme Court ruled that, although the action for nullity does not have a limitation period and can be exercised at any time, the action for restitution of unduly paid sums is subject to the limitation period for contractual actions, which is five years. However, the *dies a quo* for this period is set on the day the payment of the amount whose restitution is sought is made. In the case of credit cards, where the borrower makes monthly payments, the Spanish Supreme Court stated that claims can be made in relation to payments made during the last five years, regardless of whether the credit card agreements were entered into earlier.

As for consumer loans, two rulings rendered by the Spanish Supreme Court in 2023 (Judgment 1378/2023, of 6 October (the “**1378/2023 Judgment**”)) and 2024 (Judgment 697/2024, of 20 May (the “**697/2024 Judgment**”)) in relation to consumer loan agreements failed to clarify the interpretation of “usury” for charges under consumer loan agreements. The Issuer has not been directly involved in any of such judgments. However, the criteria established by the 697/2024 Judgment has been followed by further rulings in provincial courts.

In the 1378/2023 Judgment, the Spanish Supreme Court refers to the 628/2015 Judgment, the 149/2020 Judgment, and the 257/2023 Judgment, and subsequently indicates that the same doctrine cannot be applied to consumer loans. It states that credit card agreements have an average rate above 15 per cent., but in the personal loan market, the average rate is below this percentage. Therefore, there is nothing to prevent considering that an excess of more than 6 per cent. over the relevant average TAE should be taken into account when analysing whether the Contractual Rate is “notably higher” than the market average TAE for these credit operations at the time it was agreed. However, the 1378/2023 Judgment sets out that a Contractual Rate of 17.25 per cent. over a market average interest rate for consumer loans of around 11 per cent. was not “notably higher” than the market average TAE based on the surrounding circumstances.

The 697/2024 Judgment ratified the 628/2015 Judgment, the 149/2020 Judgment, and the 257/2023 Judgment, applying the same reasoning to consumer loan agreements. Additionally, in terms of charges under consumer loan agreements, it states that the assessment of the proportionality of applying Contractual Rates higher than the relevant average TAE must consider the disproportion of the Contractual Rates themselves. In this case, a deviation of 12 per cent. over the relevant average TAE for consumer loan agreements was considered usurious.

The Issuer has been subject to claims alleging usurious interest rates affecting the Issuer’s Credit Card Agreements and Consumer Loan Agreements. Servicios Financieros Carrefour regularly analyses relevant judgments on the above matters and conducts ongoing monitoring of the evolution of claims as well as any related information or events that may have an impact over the Issuer.

Any Spanish court judgment declaring the usurious nature of a loan may instigate other borrowers in similar contracts to initiate claims based on similar grounds. This could create potential liabilities, affect the interest rates the Issuer charges in the Issuer’s Credit Card Agreements or in its Consumer Loan Agreements, and impair the Issuer’s ability to generate income, which in turn, if subject to mass litigation, could have a material adverse effect on the Issuer’s business and financial condition.

There is also a risk that further regulation in connection with this matter may be developed (including, for instance, setting out a cap for the nominal interest rate and/or the TAE applicable to credit cards or consumer loans). If any of the developments described above were to occur, it could generate losses, or limit the Issuer’s ability to generate interest income, which in turn, could have a material adverse effect on its business and financial condition.

### *Abusive or non-transparent clauses*

The consumer credit industry in Spain is subject to a significant volume of complex laws, regulations, codes and standards in respect of consumer protection and lending activities as well as judicial interpretations which place significant duties and responsibilities on credit providers and other market participants and afford significant rights and protections to customers. Such applicable laws are implemented and enforced by a variety of judicial and regulatory bodies, and such applicable laws, as well as the associated case law and regulatory policies, are subject to ongoing development.

Moreover, as a result of an increasing amount of such regulation and applicable laws and judicial interpretations in recent years and the impact of the financial and economic conditions in Spain on borrowers, there has been a developing trend for Spanish borrowers to file claims against financial institutions, including allegations that certain provisions included in the agreements signed by the consumers are unfair (*abusivas*) or there is a lack of transparency, and therefore these are null and void.

Although most of these allegations have generally been incorporated into claims asking for the relevant contracts to be “usurious”, a collective action based exclusively on the grounds of abuse and lack of transparency was filed on 29 May 2020 by the *Asociación de Usuarios Financieros* against the Issuer. That claim was in the form of an injunction action (*acción de cesación*) and it refers to specific Credit Card Agreements. Clauses challenged by the claimant comprise payment systems and TAE, fees in case of non-payment, termination and payment allocation order. On this regard, a judgment favourable to *Servicios Financieros Carrefour* was issued, which was appealed. The ruling by the provincial court of Madrid declared the validity of the relevant Credit Card Agreements, except in connection with two clauses that have already been amended by the Issuer and which economic impact is very limited or potentially null. An appeal has been filed against this new judgment and has not been resolved as of the date of this Base Prospectus.

The Issuer has been subject to other claims alleging abusive or non-transparent clauses affecting its Credit Card Agreements and Consumer Loan Agreements. *Servicios Financieros Carrefour* conducts ongoing monitoring of the evolution of claims as well as any related information or events that may have an impact over the Issuer.

Two recent rulings of the Spanish Supreme Court have provided new interpretative criteria for the transparency requirements in credit card agreements: Judgment 154/2025, of 30 January (the “**154/2025 Judgment**”) and Judgment 155/2025, of 30 January (the “**155/2025 Judgment**”). The Issuer has not been directly involved in any of such judgments.

Judgment 154/2025 outlines the transparency requirements for revolving credit card agreements with consumers, requiring that all elements that may affect the consumer’s decision are communicated to the relevant consumer. Specifically, regarding the repayment of revolving credits, the Spanish Supreme Court indicates that it is not sufficient for the information to include the TAE; it must also clearly state that the credit is revolving, what the monthly instalment is, the term of the agreement, whether the interest will be capitalised and generate further interest, and provide examples of the risks of this type of credit and comparisons with other offers. Finally, the Spanish Supreme Court notes that a lack of transparency in these kinds of clauses is indicative of their potentially abusive nature.

The 155/2025 Judgment has ratified the 154/2025 Judgment, indicating that it is not sufficient to provide the aforementioned information in a general manner, but it is also necessary to highlight the risk that prolonged amortisation may generate interest in such a way that a “snowball” effect occurs, preventing an effective repayment of the debt due to extended capital amortisations.

This said, any Spanish court judgment declaring certain clauses abusive may instigate other borrowers in similar contracts to initiate claims based on similar grounds. This could create potential liabilities, affect the ability of the Issuer to obtain return under the Issuer’s Credit Card Agreements or in its Consumer Loan Agreements, or to enforce its rights thereunder, and consequently impair the Issuer’s ability to generate income, which in turn, if subject to mass litigation, could have a material adverse effect on the Issuer’s business and financial condition.

There is also a risk that further regulation in connection with this matter may be developed.

If any of the developments described above were to occur, it could generate losses, or limit the Issuer's ability to generate interest income, which in turn, could have a material adverse effect on its business and financial condition.

With a view to controlling the impact of the aforementioned risks related to the Usury Law and abusive or non-transparent clauses, Servicios Financieros Carrefour established in 2021 a provision of EUR 94.4 million with respect to current and any possible future proceedings. As of 31 December 2023, the available amount of this provision was EUR 50.9 million. This provision was increased in 2024 to reach EUR 61.7 million as at 31 December 2024. However, and although the Issuer has set a new strategy with regards claims and lawsuit, the provisions established by the Issuer may not be enough to cover the damages actually suffered by Servicios Financieros Carrefour. Moreover, the number of claims on these matters may increase in the future. In addition, defending current and future actions is time-consuming and may result in the diversion of resources including management time (in particular if the number of claims increases or if new regulations on any of these matters are developed) Accordingly, any significant existing or future claims on these matters could have a material adverse effect on the Issuer's business and financial condition and, thus, on its ability to respect its payment obligations to Noteholders.

### ***Servicios Financieros Carrefour's business is subject to supervisory regulations***

Servicios Financieros Carrefour is a hybrid financial credit establishment (*establecimiento financiero de crédito híbrido*), authorised to provide (i) certain consumers-focused lending services; and (ii) certain payment services, and, as such, is subject to the supervision of the Bank of Spain.

Servicios Financieros Carrefour's and its activities are subject to an extensive legal regime, which includes rules and regulations on prudential supervision and on payment services (see – “*Description of the Issuer – Regulatory framework*”).

The legal framework to which Servicios Financieros Carrefour is subject may change from time to time, as well as the interpretation Spanish and European competent authorities may sustain. In addition, there is continuing political, competition and regulatory scrutiny on consumer lending. Changes in the legal regime applicable to financial credit establishments or in the Bank of Spain's supervisory criteria/expectations, or the introduction by competent authorities of product-focused offering limitations may lead to higher compliance costs and/or restrict business operations, both of which may materially adversely affect Servicios Financieros Carrefour's business, financial condition, results of operations and prospects.

As an example, an increase in capital requirements (set at 10.5% of Total Capital as at 31 December 2024) or enhanced prudential requirements with regards liquidity, in particular, in Europe and in Spain, could make certain parts of Servicios Financieros Carrefour's business more costly to operate and less competitive, impacting its financial situation to such an extent that its ability to honour its payment obligations to the Noteholders could be impaired.

In addition, consumer-clients may seek compensation for losses due to product mis-selling or incorrect application of terms. Litigation unpredictability and evolving judgments could harm the Servicios Financieros Carrefour's reputation or materially impact its financial results and prospects due to penalties, compensation, and defence costs, thereby reducing profitability.

Any changes in the regulatory framework could lead to increased operational costs and reduce competitiveness for Servicios Financieros Carrefour, which could strain its financial resources and diminish profitability. All of this could have a material adverse effect on its business, financial conditions and results of operations and, thus, on its ability to respect its payment obligations to Noteholders.

### ***Changes in accounting standards could impact reported earnings***

The Bank of Spain and other regulatory bodies may change the financial accounting and reporting standards that govern the preparation of the financial statements of Servicios Financieros Carrefour. These changes can materially impact on how Servicios Financieros Carrefour records and reports its financial condition and results of operations, as well as affect the calculation of its capital ratios. In some cases, Servicios Financieros Carrefour could be required to apply a new or revised standard retroactively, resulting in the restatement of prior period financial statements.

Should new financial accounting and reporting standards be implemented, they could create complexities in financial reporting and affect capital ratio assessments for Servicios Financieros Carrefour. These changes might introduce uncertainty and require adjustments that could disrupt financial planning, and lead to increased operational costs. All of this could have a material adverse effect on its business, financial conditions and results of operations and, thus, on its ability to meet its payment obligations to Noteholders.

### ***Servicios Financieros Carrefour is subject to review by tax authorities, and an incorrect interpretation of tax laws and regulations by Servicios Financieros Carrefour may have a material adverse effect on it***

The preparation of the tax returns of the Issuer requires the use of estimates and interpretations of complex tax laws and regulations and is subject to review by tax authorities. The Issuer is subject to the income tax laws of Spain. These tax laws are complex and subject to different interpretations by the taxpayer and relevant governmental tax authorities, which are sometimes subject to prolonged evaluation periods until a final resolution is reached. In establishing a provision for income tax expense and filing returns, the Issuer must make judgments and interpretations about the application of these inherently complex tax laws. If the judgment, estimates and assumptions the Issuer uses in preparing its tax returns are subsequently found to be incorrect, there could be a material adverse effect on Servicios Financieros Carrefour's results of operations and, thus, on its ability to meet its payment obligations to Noteholders.

### ***Changes in taxes and other assessments may adversely affect Servicios Financieros Carrefour***

The legislatures and tax authorities regularly enact reforms to the tax and other assessment regimes to which it and its customers are subject to. Such reforms include changes in tax rates and, occasionally, enactment of temporary taxes, the proceeds of which are earmarked for designated governmental purposes.

The effects of these changes and any other changes that result from enactment of additional tax reforms cannot be quantified and there can be no assurance that any such reforms would not have an adverse effect upon the business of Servicios Financieros Carrefour.

## **1.3 Business risks**

### ***Competition could materially adversely affect Servicios Financieros Carrefour's revenues and profitability***

Servicios Financieros Carrefour's principal activity is the provision of consumer credit to individuals. Therefore, its principal competitors are commercial banks, and consumer finance companies as well as other banks forming part of competitor supermarket chains. As of the date of this Base Prospectus, the Issuer believes that its main competitors are Financiera El Corte Inglés, Cetelem, Wizink, Oney, Santander Consumer Finance, Bankinter Consumer Finance and Sabadell Consumer Finance.

Some of Servicios Financieros Carrefour's competitors may be able to offer lower rates if they have lower borrowing costs due to their greater size and profitability, and others may offer lower rates to attract new customers as part of a commercial strategy. If Servicios Financieros Carrefour becomes unable to respond to the competitive environment with attractive and profitable products and services in a timely manner, Servicios Financieros Carrefour may lose its existing market share.

The loss of existing customers to competitors and/or the failure to attract new customers could have a significant impact on the results, financial situation and prospects of Servicios Financieros Carrefour, and could ultimately have an impact on its ability to respect its payment obligations to Noteholders, the significance of which would depend on how much market share was lost.

### ***Servicios Financieros Carrefour relies on Carrefour customers***

Servicios Financieros Carrefour distributes the vast majority of its products through Carrefour stores in Spain (including through its physical stands located therein) and most of the financing products that SFC offers are used for purchases in Carrefour stores in Spain (as at 31 December 2024, the Carrefour Group (as defined below) had about 1,500 points of sale in Spain, approximately 10 per cent. of revenue share in the Spanish market (source: Kantar Worldpanel, grocery market share in Spain (<https://www.kantarworldpanel.com/es/grocery-market-share/spain>) and was the second biggest player in the Spanish market (source: Kantar Worldpanel, grocery market share in Spain (<https://www.kantarworldpanel.com/es/grocery-market-share/spain>)). In addition, the customer fidelity club of the Carrefour Group (“**Club Carrefour**”), which includes Carrefour’s fidelity card and its dedicated website and, at 31 December 2024, had around 10 million members, is also relevant for the distribution of Servicios Financieros Carrefour’s products. Therefore, the strong retail position and network in Spain of Carrefour, with its wide footprint across every region in Spain, is important for the distribution of the Issuer’s products.

Therefore, if there is a decrease in Carrefour customers in Spain, permanently or temporarily, this could lead to a decrease in the number of new customers’. Should Servicios Financieros Carrefour fail to attract new customers, it may see its market share decreased, and this and/or its failure to sell new (or renew the subscription of) Servicios Financieros Carrefour’s products to existing customers, could have a direct and immediate impact on its revenues and profitability and ultimately its ability to respect its payment obligations to Noteholders.

### ***Servicios Financieros Carrefour’s products are limited to the Spanish market***

Servicios Financieros Carrefour is operating its business only in Spain. A weakening of the Spanish economy could therefore bring about a decline in Servicios Financieros Carrefour activity, in particular if an economic downturn led to significant changes in European or Spanish economic policy, in interest rate changes and in reduced consumer spending and borrowing which would have an immediate and direct impact on Servicios Financieros Carrefour’s activity. The significance of the impact would depend upon the nature of the interest rate changes, but a significant impact could affect Servicios Financieros Carrefour’s ability to respect its payment obligations to Noteholders.

The Issuer’s business model relies on providing finance to retail customers. Despite the fact that the Issuer constantly assesses the specific impacts of this situation and adapts its expected credit loss modelling to take account of the changed circumstances, there is also a risk of high default rates made worse by any downturn in the Spanish economy (see — “*Economic risks — Credit risk*”).

In 2024, the Spanish economy continued to stand out positively within the eurozone, with high growth rates that exceeded expectations and led to continuous upward revisions of growth forecasts by various institutions. The composition of growth was favorable, with a notable contribution from private consumption and tourism exports, which benefited from greater geographical and seasonal diversification.

However, the growth prospects for the Spanish economy may be adversely affected by a deterioration in the outlook for public finance consolidation. Although the public deficit decreased to 2.8 per cent. of gross domestic

product (“GDP”) in 2024<sup>3</sup>, the elevated level of public debt (101.8 per cent. of GDP at December 2024<sup>4</sup>) poses a vulnerability for the Spanish economy, particularly in the context of a reactivation of European fiscal rules and a withdrawal of central bank support. In addition, the unemployment rate in Spain was a 11.3 per cent. as of 31 December 2024<sup>5</sup>. Although forecasts have improved in 2025, consumer confidence deteriorated in 2023 and 2024, with real household incomes being eroded. All these factors have affected household purchasing power.

In addition to the above, the Spanish economy is exposed to several risks, including worsening of the macroeconomic environment (see “— *Macroeconomic risks — Risks relating to the macroeconomic environment*” below), internal political instability, increase in energy prices, inflationary pressures or episodes of financial volatility.

As for the impact in the credit market, despite robust GDP growth from 2021 to 2024 (above 6 per cent. in 2021-22 and 2.5 per cent. in 2023-24, and surpassing the 2019 GDP by 7 per cent. in real terms by 2024), this economic recovery has not fully translated into increased consumer confidence and consumption. Hence, consumer credit demand in 2024 remained below the historic highs of 2018-19 (source: *Bank of Spain*). Non-performing consumer loans increased 2 per cent. from 2018 to 2021, directly impacted by the sluggish growth in average real disposable household income (a compound annual growth rate of 1 per cent.) and the economic downturn caused by Covid 19 pandemic. A recovery trend began to emerge post- Covid 19 pandemic, despite a rise in non-performing consumer loans in 2023.

Any worsening of the Spanish economy (or a non-improvement of the credit market following an improvement of the Spanish economy) could impact on Servicios Financieros Carrefour’s activity and have a material adverse effect on the its business, financial conditions and results of operations and, thus, on its ability to respect its payment obligations to Noteholders.

## 1.4 Macroeconomic risks

### *Risks relating to the macroeconomic environment*

The Issuer is exposed to changes in the macroeconomic environment and to its impact on the Spanish economy. Disturbances stemming from the depreciation of the geopolitical and macroeconomic environment could materially and adversely affect the business of Servicios Financieros Carrefour. A significant and persistent deterioration in macroeconomic outlooks and the resulting increase of risk aversion in financial markets could negatively impact the Issuer’s operations. Such outcomes might arise from, for instance, an escalation of the war in Ukraine, conflicts in the Middle East, or the emergence of other hostilities, as well as the prolongation and intensification of inflationary pressures, further interest rate hikes, other global geopolitical shocks, domestic political factors, a new pandemic or renewed tensions within the Eurozone that heighten the risks of fragmentation. The potential consequences of these scenarios include a rise of interest rates (cost of financing), pressure on costs (due to inflation) or a reduction in business volume. Such risks could impact the consumer loan business of the Issuer.

The policies of the new United States government represent an additional source of uncertainty for the global economy. Some of the measures recently proposed by the incoming administration, such as higher tariffs on

<sup>3</sup>Source: Government of Spain (<https://www.lamoncloa.gob.es/serviciosdeprensa/notasprensa/hacienda/paginas/2025/270325-ejecucion-presupuestaria-2024.aspx#:~:text=Elper cent.20conjuntoper cent.20deper cent.20lasper cent.20Administraciones,3per cent.25per cent.20fijadoper cent.20paraper cent.20eseper cent.20ejercicio.>)

<sup>4</sup>Source: Banco de España (<https://www.bde.es/wbe/es/noticias-eventos/actualidad-banco-espana/notas-banco-espana/la-deuda-de-las-administraciones-publicas-se-situa-en-el-cuarto-trimestre-de-2024-en-el-1018-del-pib-33-por-menor-que-a-finales-de-2023.html#:~:text=finalesper cent.20deper cent.202023-,Laper cent.20deudaper cent.20deper cent.20lasper cent.20Administracionesper cent.20Pper cent.20C3per cent.20BAblicasper cent.20seper cent.20situper cent.20C3per cent.20B3per cent.20enper cent.20el,queper cent.20aper cent.20finalesper cent.20deper cent.202023&text=Enper cent.20valorper cent.20absolutoper cent.20Cper cent.20elper cent.20saldo,per cent.20C9per cent.25per cent.20enper cent.20tper cent.20C3per cent.20A9rminosper cent.20interanuales.>)

<sup>5</sup>Source: Instituto Nacional de Estadística (<https://www.ine.es/dyngs/Prensa/EPA4T24.htm#:~:text=En%20los%2012%20%C3%BAltimos%20meses%20se%20redujo%20en%20265.300%20personas,a%20C3%B1o%20aument%C3%B3%20en%20202.800%20personas.>)



imports and stricter immigration controls, could increase inflationary pressures and weaken economic growth. Fiscal, regulatory, industrial, foreign relations, and other policies could also generate financial and macroeconomic volatility.

Overall, the combination of factors such as rising costs together with high inflation could weaken growth and have a material adverse effect on the business, operations and results of the Issuer which may impact its ability to respect its payment obligations under the Notes and lead to a loss of all or part of the Noteholders' investment.

## **1.5 Organisational risks**

### ***Servicios Financieros Carrefour relies on other group companies for funding purposes***

Although Servicios Financieros Carrefour is continuing to diversify its funding sources, such as bilateral credit lines or its Programme, Servicios Financieros Carrefour currently relies to an extent on its shareholders: the Carrefour Group (as defined in “*Description of the Issuer — General Information*”) and BNP Paribas, S.A. (see “*Description of the Issuer — Organisational Structure*” and “*— Economic risks — Liquidity risk*”).

If the diversification of funding sources strategy does not prove to be successful and Servicios Financieros Carrefour's shareholders were to cease providing funding to Servicios Financieros Carrefour (or if either of the current shareholders ceases to be a shareholder of Servicios Financieros Carrefour, this may have an effect on Servicios Financieros Carrefour's ability to source funding in the future and may result in a deterioration in its financial condition and ability to pay its obligations, including to the Noteholders, as they fall due.

## **1.6 Operational risks**

### ***The Issuer is subject to operational risk***

The business of the Issuer could be disrupted and suffer losses as a result of information technology difficulties or malfunction (especially in relation to credit scoring systems and customer databases), which in addition may be costly to maintain or upgrade or be less capable than competitors, human error, fraud (either external by its clients or internal if its employees act dishonestly or abuse their position), amendments to the rules and policies of card schemes or breakdowns in processes and procedures (e.g. disruptions in servicing activities, due to inability to access or accurately maintain its customer account records or otherwise, which could have a significant negative impact on its ability to collect on those receivables and/or satisfy its customers), whether within Servicios Financieros Carrefour or with its service providers. The occurrence of such problems could adversely affect Servicios Financieros Carrefour's reputation with its customers and result in their turning to Servicios Financieros Carrefour's competitors for their future requirements.

As an example, Servicios Financieros Carrefour's underwriting process relies heavily on information provided by its customers. Servicios Financieros Carrefour's selection and screening processes with respect to its customers may be ineffective if individuals engage in fraudulent activity. Examples of such activity may include individuals providing the Issuer with falsified or fictitious information in order to obtain one of its products or posing as an existing customer to make unauthorized and fraudulent charges on credit cards. Such fraudulent activity could lead Servicios Financieros Carrefour to extend credit to customers who do not meet its underwriting criteria or to customers whose accounts are being misused and, in turn, may result in an increased likelihood of defaults on payments and increased losses.

Moreover, criminals are using increasingly sophisticated methods to engage in illegal activities such as counterfeiting and fraud and identifying theft, and failure to effectively manage risk and prevent fraud could increase Servicios Financieros Carrefour's chargeback liability or cause the Issuer to incur other liabilities, including sanctions and fines. Although fraud remains stable in low levels due to Servicios Financieros Carrefour's internal team and policies implementation consisting on comprehensive screening and detection systems to alert its transaction monitoring and risk teams of potential fraud, these may be ineffective in preventing all instances of fraud or be subject to technological interruptions and it is possible that incidents of fraud could increase in the future. The Issuer also faces the risk of credit card theft, including the use of software

and skimmer devices to monitor and record credit card information. If the Issuer customer's confidential information is compromised by such methods, this could have a material adverse effect on its business, reputation, results of operations and financial condition.

Should Servicios Financieros Carrefour's current and future revenues be affected by such an operational failure, which would be possible depending on the nature and significance of the operational failure, this could have an impact on Servicios Financieros Carrefour's ability to respect its payment obligations to creditors, including the Noteholders.

***Servicios Financieros Carrefour relies on third parties and affiliates for important products and services***

Third party vendors and certain affiliated companies provide key products and services to the business infrastructure of Servicios Financieros Carrefour such as servicing systems, back office and business process support and internet connections and network access, as well as certain human resources functions, certain information technology functions and certain legal and tax services (which are coordinated at Carrefour Group level) or the core banking capabilities provided by Cetelem Servicios Informáticos, A.I.E. (please see "Description of the Issuer" – "Information Technology").

Relying on these third parties and affiliated companies can be a source of operational and regulatory risk to Servicios Financieros Carrefour, including security breaches affecting such parties. Servicios Financieros Carrefour is also subject to risk with respect to security breaches affecting the vendors and other parties that interact with these service providers. Servicios Financieros Carrefour may be required to take steps to protect the integrity of its operational systems, thereby increasing its operational costs and potentially decreasing customer satisfaction. In addition, any problems caused by these third parties or affiliated companies, including as a result of them not providing Servicios Financieros Carrefour their services for any reason, or performing their services poorly, could adversely affect its ability to deliver products and services and otherwise conduct its business, which could lead to reputational damage and regulatory investigations and intervention.

Replacing these third-parties could also entail significant delays and expenses. Further, the operational and regulatory risk that Servicios Financieros Carrefour faces as a result of these arrangements may be increased to the extent that it restructures such arrangements. Any restructuring could involve significant expense to Servicios Financieros Carrefour and entail significant delivery and execution risk which could have a material adverse effect on its business, operations and financial condition.

If third-party vendors or affiliated companies fail to deliver essential services, it could disrupt Servicios Financieros Carrefour's operations, leading to increased costs. Such disruption might also impact customer satisfaction. Additionally, replacing or restructuring Servicios Financieros Carrefour's service arrangements could cause significant delays and higher expenses, potentially affecting its operational efficiency and financial stability. All of this could have a material adverse effect on the business, operations and results of Servicios Financieros Carrefour, which may impact its ability to respect its payment obligations under the Notes and lead to a loss of all or part of the Noteholders' investment.

***Risks relating to data collection, processing and storage systems and security are inherent in the business of Servicios Financieros Carrefour***

Servicios Financieros Carrefour receives, manages, processes, holds and transmits proprietary and sensitive or confidential information, including personal information of customers and employees in the conduct of its operations, as well as a large number of assets. Accordingly, the Servicios Financieros Carrefour's business depends on its ability to process a large number of transactions efficiently and accurately, and on its ability to rely on its digital technologies, computer and email services, software and networks, as well as on the secure processing, storage and transmission of confidential or sensitive personal data and other information using the computer systems and networks of Servicios Financieros Carrefour or those of its third party vendors.

Cybersecurity incidents and data losses can result from inadequate personnel, inadequate or failed internal control processes and systems, or from external events or actors that interrupt normal business operations. Servicios Financieros Carrefour also faces the risk that the design of its cybersecurity controls and procedures prove to be inadequate or are circumvented such that its data and/or client records are incomplete, not recoverable or not securely stored. Any material disruption or slowdown of Servicios Financieros Carrefour's systems could cause information, including data related to customer requests, to be lost or to be delivered to its clients with delays or errors, which could reduce demand for its services and products, could produce customer claims and could materially and adversely affect Servicios Financieros Carrefour.

Servicios Financieros Carrefour takes protective measures and continuously monitor and develop its systems to protect its technology infrastructure, data and information from misappropriation or corruption, but its third-party vendors' systems, software and networks nevertheless may be vulnerable to disruptions and failures caused by unauthorised access or misuse, computer viruses, disability devices, phishing attacks or other malicious code, fire, power loss, telecommunications failures, employee misconduct, human error, computer hackers, and other events that could have a security impact on Servicios Financieros Carrefour. An interception, loss, misuse or mishandling of personal, confidential or proprietary information sent to or received from a client, employee, vendor, service provider, counterparty or other third party could result in legal liability, regulatory action, reputational harm and financial loss. There can be no absolute assurance that the Issuer will not suffer material losses from operational risks in the future, including those relating to any security breaches.

If cybersecurity breaches or data losses occur, they could severely disrupt Servicios Financieros Carrefour's ability to process transactions, undermine its operational integrity and protect sensitive information, which could lead to legal liabilities, regulatory scrutiny, financial losses and damage to its reputation. All of this could have a material adverse effect on the business, operations and results of the Issuer which may impact on its ability to respect its payment obligations under the Notes and lead to a loss of all or part of the Noteholders' investment.

***Damage to the reputation of Servicios Financieros Carrefour, or more widely the Carrefour group, could cause harm to its business prospects***

Maintaining a positive reputation is critical to protect Servicios Financieros Carrefour's brand, attract and retain customers, investors and employees and conduct business transactions with counterparties. Damage to the reputation of Servicios Financieros Carrefour, or more widely the Carrefour group, can therefore cause significant harm to its business and prospects. Harm to such reputation can arise from numerous sources, including, among others, employee misconduct, including the possibility of fraud perpetrated by the employees of Servicios Financieros Carrefour, litigation or regulatory enforcement, failure to deliver minimum standards of service and quality, compliance failures and unethical behaviour. Further, negative publicity regarding Servicios Financieros Carrefour may result in harm to its prospects.

Servicios Financieros Carrefour may be the subject of misinformation and misrepresentations deliberately propagated to harm its reputation or for other deceitful purposes. There can be no assurance that it will effectively neutralize and contain a false information that may be propagated regarding Servicios Financieros Carrefour, or more widely the Carrefour group, which could have an adverse effect on its operating results, financial condition and prospects and may result in a deterioration in its ability to pay its obligations, including to the Noteholders, as they fall due.

## **1.7 Issuer's credit ratings**

As at date of this Base Prospectus, the rating assigned to the Issuer by S&P Global Ratings Europe Limited ("S&P") is BBB-.

Any long-term debt rating is based on a number of factors, including financial strength of the relevant company itself as well as conditions affecting the financial services industry generally.

There can be no assurance that the rating agencies will maintain the current ratings or outlooks. In general, the future evolution of Servicios Financieros Carrefour's credit ratings is linked, to a large extent, to the macroeconomic and microeconomic outlook, geopolitical turbulences and their impact on the asset quality, profitability and capital of Servicios Financieros Carrefour.

Since Servicios Financieros Carrefour is a Spanish entity with substantial operations in Spain, its credit rating may also be adversely affected by the assessment by rating agencies of the creditworthiness of Spain. As a consequence, any downgrade in the credit rating of Spain or increasing concerns about its ability to make payments on its sovereign debt could affect Servicios Financieros Carrefour's rating.

Any actual or anticipated decline in Servicios Financieros Carrefour's credit ratings may increase its finance cost and decrease its ability to finance itself in the capital and money markets or otherwise, harm its reputation, require Servicios Financieros Carrefour to replace funding lost due to the downgrade and make third parties less willing to transact business with the Issuer, or otherwise materially adversely affect its business, financial condition and results of operations.

## **2 Risks relating to the Notes issued under the Programme**

### **2.1 Risks related to the Notes generally**

#### ***Limited financial covenants***

The Notes do not restrict the Issuer or its subsidiaries from incurring additional debt. Condition 4 (*Negative Pledge*) of the Notes contains a negative pledge that prohibits the Issuer and any Material Subsidiaries, in certain circumstances from creating security over assets, but only to the extent that such is used to secure other bonds or similar listed or quoted debt instruments. Condition 4 (*Negative Pledge*) does not contain any other covenants restricting the operations of the Issuer or any subsidiaries.

These limited financial covenants may not provide sufficient protection for investors in the Notes which could materially and negatively impact the Noteholders and increase the risk of losing all or part of their investment in the Notes.

#### ***Credit Risk of the Issuer***

As contemplated in Condition 3 (*Status*), the obligations of the Issuer in respect of the Notes and any interest payable under the Notes constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Negative Pledge*)) unsecured obligations of the Issuer. However, an investment in the Notes involves taking credit risk on the Issuer. If the credit worthiness of the Issuer deteriorates and notwithstanding Condition 9 (*Events of Default*), it may not be able to fulfil all or part of its payment obligations under the Notes, and investors may lose all or part of their investment.

#### ***Modification and waiver***

The Conditions contain provisions for resolutions of the Noteholders to consider matters affecting their interests generally to be adopted either through a general meeting or by consent following a written resolution. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend or were not represented and vote at the relevant general meeting or did not consent to the written resolution and Noteholders who voted in a manner contrary to the majority. Noteholders may through such resolutions deliberate on proposals relating to the modification of the Conditions subject to the limitation provided by applicable law and the Conditions. The modification of the Conditions adopted by a majority of Noteholders, may have a negative impact on the market value of the Notes and hence Noteholders may lose part of their investment in the Notes.

Further it should be noted that, the Notes do not give the Noteholders the right to vote at meetings of the shareholders of the Issuer.

### ***Credit ratings may not reflect all risks***

One or more independent credit rating agencies may assign credit ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to structure, market and additional factors discussed above that may affect the value of the Notes and as such should not be relied upon by investors when making an investment decision. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not (1) issued by a credit rating agency established in the EEA and registered under the EU CRA Regulation or (2) provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the EU CRA Regulation or (3) provided by a credit rating agency not established in the EEA that is certified under the EU CRA Regulation. Likewise, in general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not (1) issued by a credit rating agency established in the UK and registered under the UK CRA Regulation or (2) provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (3) provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation. Certain information with respect to the credit rating agencies and ratings will be disclosed in the relevant Final Terms.

### ***Notes issued at a substantial discount or premium***

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

It is difficult to anticipate future market volatility in interest rates, but any such volatility may have a significant adverse effect on the value and marketability of the Notes and Noteholders could lose part of their investment.

## **2.2 Risks Relating to Spanish Insolvency Law**

The Insolvency Law provides, among other things, that: (i) any claim may become subordinated if it is not reported to the insolvency administrator (*administrador concursal*) within one month from the last official publication in the Spanish Official Gazette of the court order declaring the insolvency or if it is reported by a specially related person (*persona especialmente relacionada*), (ii) actions deemed detrimental for the insolvent estate of the insolvency debtor carried out during the two year period preceding the date of its petition of declaration of insolvency may be subject to claw-back, (iii) provisions in a contract granting one party the right to terminate by reason only of the other's insolvency may not be enforceable, and (iv) accrual of interest (other than legal interests in respect of wage credits in favour of employees and ordinary interest –i.e. not default interests– accruing under secured liabilities, reported to the insolvency administrator (*administrador concursal*) as contingent credits, which will accrue up to the lower of the value of the asset subject to the security or the maximum secured liabilities under the relevant security interests) shall be suspended from the date of the declaration of insolvency and any amount of interest accrued up to such date and unpaid (other than ordinary interest – i.e., not default interests- accruing under secured liabilities, reported to the insolvency administrator (*administrador concursal*) as contingent credits) shall become subordinated.

The Insolvency Law, in certain instances, also has the effect of modifying or impairing creditors' rights even if the creditor, either secured or unsecured, does not consent to the amendment.

The majorities legal regime envisaged for these purposes also hinges on (i) the type of the specific measure which is intended to be imposed (e.g., extensions, debt reductions, debt for equity swaps, etc.) as well as (ii) on the part of claims to be written-down (i.e., secured or unsecured, depending on the value of the collateral as calculated pursuant to the rules established in the Insolvency Law).

In no case shall subordinated creditors be entitled to vote upon a creditors' agreement during the insolvency proceedings, and accordingly, shall be always subject to the measures contained therein, if passed.

As such, certain provisions of the Insolvency Law could affect the ranking of the Notes or claims relating to the Notes on an insolvency of the Issuer.

***The right to receive payments on the Notes will be effectively subordinated to the rights of the Issuer's existing and future secured creditors to the extent of the value of the asset subject to the security***

The Notes issued under the Programme will be general unsecured obligations of the Issuer. Creditors of the Issuer's secured obligations, if any, will have claims that are prior to the claims of the Noteholders to the extent of the value of the asset securing those other obligations. In the event of any distribution of assets or payment in any foreclosure, dissolution, winding up, liquidation, reorganisation, or other bankruptcy proceeding of the Issuer, the assets securing the claims of secured creditors will be used to satisfy the claims of those creditors, if any, before they are available to unsecured creditors, including the Noteholders. In any of the foregoing events, there is no assurance to Noteholders that there will be sufficient assets to pay amounts due under the Notes.

### **2.3 Risks relating to the early redemption of the Notes**

***Notes may be redeemed prior to maturity by the Issuer***

In the event that the Issuer would be obliged to pay additional amounts in respect of any Notes due to any withholding as provided in Condition 8 (*Taxation*), the Issuer may and, in certain circumstances shall, redeem all of the Notes then outstanding in accordance with Condition 6(f) (*Redemption for Tax Reasons*).

In addition, if so specified in the relevant Final Terms, the Issuer has the option to redeem the Notes under (i) a call option as provided in Condition 6(b) (*Redemption at the Option of the Issuer and Partial Redemption*) (ii) a make-whole call option as provided in Condition 6(c) (*Make-Whole Redemption by the Issuer*), (iii) a residual maturity call option as provided in Condition 6(d) (*Residual Maturity Call Option*) or (iv) a Substantial Purchase Event as provided in Condition 6(e) (*Substantial Purchase Event*).

The Redemption at the Option of the Issuer provided in Condition 6(b) (*Redemption at the Option of the Issuer and Partial Redemption*) and the Make-Whole Redemption by the Issuer provided in Condition 6(c) (*Make-Whole Redemption by the Issuer*) are exercisable in whole or in part. Depending on the proportion of the principal amount of all of the Notes so reduced or the number of Notes redeemed, any trading market in respect of those Notes in respect of which such option is not exercised may become illiquid. In addition, the consequence of such partial redemption may be materially adverse for the Noteholders that may lose part of their expected proceeds from the sale of such Notes.

In addition, if (i) both the Make-Whole Redemption by the Issuer and the Residual Maturity Call Option (as described in Condition 6(d) (*Residual Maturity Call Option*)) are specified in the relevant Final Terms as being applicable, and (ii) the Issuer decides to redeem the Notes pursuant to the Make-Whole Redemption before the Call Option Date pursuant to Condition 6(d) (*Residual Maturity Call Option*), the Optional Redemption Amount in respect of the Make-Whole Redemption will be calculated taking into account such Call Option Date and not the Maturity Date. As a result, the Noteholders will receive a lower redemption amount than they would otherwise normally receive.

In addition, with respect to the right to redeem as a result of a Substantial Purchase Event, there is no obligation under the Conditions for the Issuer to inform investors if and when the threshold of 25 per cent. (or any lower percentage specified in the relevant Final Terms) or less of the initial aggregate principal amount a particular Series of Notes remaining outstanding has been reached or is about to be reached, and the Issuer's right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of the Substantial Purchase Event redemption right, the Notes may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

An optional redemption feature of Notes is likely to limit their market value. During any period when the 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. As a consequence, the yields received upon redemption may be lower than expected. This also may be true prior to any redemption period. The 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.

***Notes may be redeemed prior to their maturity by the Noteholders following the occurrence of a Change of Control or in the exercise of a Put Option which may affect the liquidity of the Notes***

In the event of a Change of Control Put Event (as more fully described in Condition 6(g) (*Redemption or Purchase at the option of Noteholders following a Change of Control Put Event*)) and if such option is set applicable in the relevant Final Terms), each Noteholder will have the right to request the Issuer to redeem or, at the Issuer's option, to purchase (or procure the purchase of) all or part of its Notes at their principal amount together with any accrued interest. Investors shall be aware that the exercise of the put option is dependent on the credit rating assigned to the Issuer following the occurrence of a Change of Control and that even if a withdrawal, downgrade or reduction of such credit rating occurs in respect of such Change of Control, such put option could not be exercised if, within the Change of Control Period, the credit rating previously assigned to the Issuer is reinstated or upgraded. In the event of such Change of Control Put Event, any trading market in respect of those Notes in respect of which such redemption right is not exercised may become illiquid.

In addition, exercise of a Put Option, as provided in Condition 6(h) (*Redemption at the Option of Noteholders and Exercise of Noteholders' Options*) and the relevant Final Terms of a particular Series of Notes, in respect of certain Notes may affect the liquidity of the Notes of the same Series in respect of which such option is not exercised.

Depending on the number of Notes of the same Series in respect of which the Put Option provided in the relevant Final Terms is exercised, any trading market in respect of those Notes in respect of which such option is not exercised may become illiquid. As a result, Noteholders holding remaining Notes for which such Put Option has not been exercised may not be able to sell such Notes on the market and lose part of their investments in such Notes.

***Noteholders who exercise a put option may not reinvest the money that they receive upon redemption in equally favourable terms***

Noteholders having exercised a put option may not be able to reinvest the moneys they receive upon such early redemption in securities with the same yield as the redeemed Notes, which may have a negative impact on the Noteholders and reduce the profits anticipated by the investors at the time of the issue.

## **2.4 Risks relating to Spanish taxation**

***Spanish tax risk in relation to Notes held by Spanish corporate entities***

Despite the Issuer's opinion that, due to the Notes not being placed in Spain (on the basis that there will be no public offer into Spain, as contemplated in "*Subscription and Sale—The Kingdom of Spain*") there is a possible exemption from withholding tax on payments to Spanish corporate Noteholders, the Spanish tax authorities may determine that the Notes have been placed, totally or partially, in Spain and that such exemption does not apply to any of the Notes. If such determination were made, the Issuer would be required to make a withholding of tax at the applicable rate, as at the date of this Base Prospectus 19 per cent., on payments of interest under the Notes and no additional amounts will be payable by the Issuer in such circumstances to Spanish corporate entities.

## ***Other Risks in Relation to Spanish Taxation***

The Issuer considers that, pursuant to the provisions of Spanish Law 10/2014, of 26 June and Royal Decree 1065/2007, as amended, income payments in respect of the Notes will be made without withholding tax in Spain provided that certain information procedures are observed.

In particular, Royal Decree 1065/2007 provides that any payment of interest made under securities originally registered in a non-Spanish clearing and settlement entity recognised by Spanish legislation or by the legislation of another Organisation for Economic Co-operation and Development (OECD) country will be made with no withholding or deduction from Spanish taxes provided that the relevant information about the Notes (explained under section “*Disclosure of Information in Connection with the Notes*”) is provided to the Fiscal Agent.

In this regard, the Issuer and the Fiscal Agent have arranged certain procedures to facilitate the collection of information concerning the Notes and the Agency Agreement (as defined herein) provides that the Fiscal Agent will, to the extent applicable, comply with the relevant procedures to facilitate the collection of information concerning the Notes. The procedures may be modified, amended or supplemented, to, among other reasons, reflect a change in applicable Spanish law, regulation, ruling or interpretation thereof or to reflect a change in applicable clearing system rules or procedures or to add procedures for one or more new clearing systems. See “*Taxation — Taxation in Spain*”.

The Issuer will withhold Spanish withholding tax from any payment in respect of any outstanding principal amount of the Notes (as applicable) as to which the required information has not been provided at the relevant time and will not gross up payments in respect of any such withholding tax.

If the Spanish tax authorities maintain a different opinion as to the application by the Issuer of withholding to payments made to Spanish residents (individuals and entities subject to Corporate Income Tax), the Issuer will be bound by that opinion and, with immediate effect, will make the appropriate withholding and the Issuer will not, as a result, pay additional amounts. In such case, identification of Noteholders may be required and the procedures, if any, for the collection of relevant information will be applied by the Issuer (to the extent required) so that it can comply with its obligations under applicable legislation as interpreted by the Spanish Tax Authorities. If procedures for the collection of relevant information of Noteholders are to apply, the Noteholders will be informed of such new procedures and their implications. Noteholders must seek their own advice to ensure that they comply with all procedures to ensure the correct tax treatment of their Notes. None of the Issuer, the Managers, the Fiscal Agent, Euroclear or Clearstream, Luxembourg assumes any responsibility therefor.

## **2.5 Risks relating to the interest payable on the Notes**

### ***Floating Rate Notes***

As contemplated by Condition 5(c) (*Interest on Floating Rate Notes*), investment in Notes which bear interest at a floating rate comprise (i) a reference rate and (ii) a margin to be added or subtracted, as the case may be, from such base rate. Typically, the relevant margin will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the relevant Final Terms) of the reference rate (e.g., every three (3) months or six (6) months) which itself will change in accordance with general market conditions. Accordingly, the market value of Floating Rate Notes may be volatile if changes, particularly short-term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate and Noteholders could lose part of their investment due to a lower or no return on such investment and therefore their interests may be negatively altered.

A key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated as further described in Condition 5(iii)(c) (*Interest on Floating Rate Notes*). Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having



longer fixed interest periods. If the Conditions provide for frequent interest payment dates, investors are exposed to reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing. In addition, the Issuer's ability to also issue Fixed Rate Notes may affect the market value and the secondary market (if any) of the Floating Rate Notes, as applicable (and *vice versa*) and Noteholders could lose part of their investment due to a lower or the absence of return on such investment.

### ***Fixed Rate Notes***

As contemplated by 5(b) (*Interest on Fixed Rate Notes*), the Issuer may issue Fixed Rate Notes that will bear interest on their outstanding nominal amount from the Interest Commencement Date at the rate *per annum* (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. Investment in Fixed Rate Notes which bear interest at a fixed rate involves the risk that subsequent changes in market interest rates may materially and adversely affect the value, the liquidity and the yield of the relevant Tranche of Fixed Rate Notes and Noteholders could lose part of their investments.

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

The Euro Interbank Offered Rate ("**EURIBOR**") and other indices which are deemed to be "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. This relates not only to creation and administration of benchmarks, but, also, to the use of a benchmark rate. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to such a "benchmark".

Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities (including the Notes) based on the same benchmark. Any such consequence could have a material adverse effect on the value of and return on any such Notes.

In particular, the EU Benchmark Regulation and Regulation (EU) 2016/1011 as it forms part of UK domestic law by virtue of the EUWA, as amended (the "**UK Benchmark Regulation**") apply to "contributors", "administrators" and "users" of "benchmarks" in the EU and the UK, respectively, and, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU or non-UK-based, to be subject to an equivalent regime or otherwise recognised) and to comply with extensive requirements in relation to the administration of "benchmarks" (or, if non-EU or non-UK-based, to be subject to equivalent requirements) and (ii) prevents certain uses by EU or UK supervised entities of "benchmarks" of unauthorised administrators. Subject to certain transactional provisions, legislation such as the EU Benchmark Regulation and the UK Benchmark Regulation could have a material impact on any Notes linked to EURIBOR, or another "benchmark" rate or index, in particular, if the methodology or other terms of a "benchmark" are changed in order to comply with the requirements of the EU Benchmark Regulation or the UK Benchmark Regulation or other similar legislation, or if a critical benchmark is discontinued or is determined to be by a regulator or to be "no longer representative". They may also have the effect of increasing the volatility of the published rate or level of the benchmark, among other things.

In addition, any other international, national or other proposals for reform or the general increased regulatory scrutiny of "benchmarks" could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements.

Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain “benchmarks”, trigger changes in the rules or methodologies used in certain “benchmarks” or lead to the disappearance of certain “benchmarks”.

The Conditions provide for certain fallback arrangements in the event that a published benchmark, such as EURIBOR, (including any page on which such benchmark may be published (or any successor service)) becomes unavailable, unlawful or unrepresentative, including the possibility that the rate of interest could be set by reference to a successor rate or an alternative rate and that such successor rate or alternative reference rate may be adjusted (if required) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark, although the application of such adjustments to the Notes may not achieve this objective. Any such changes may result in the Notes performing differently (which may include payment of a lower interest rate) than if the original benchmark continued to apply. In certain circumstances the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used.

This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page. In addition, due to the uncertainty concerning the availability of successor rates and alternative reference rates and the involvement of an Independent Adviser (as defined in the Conditions), the relevant fallback provisions may not operate as intended at the relevant time.

Any of the above changes could have a material adverse effect on the value of, and return on, any Notes linked to a benchmark.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmark Regulation and/or the UK Benchmark Regulation reforms or possible cessation or reform of certain reference rates in making any investment decision with respect to any Notes linked to or referencing a benchmark.

***The market continues to develop in relation to risk-free rates (including overnight rates) which are possible reference rates for Floating Rate Notes***

Investors should be aware that the market continues to develop in relation to risk-free rates, such as €STR as a reference rate in the capital markets for euro bonds and their adoption as an alternative to the relevant interbank offered rates. This relates not only to the substance of the calculation and the development and adoption of market infrastructure for the issuance and trading of bonds referencing such rates, but also how widely such rates and methodologies might be adopted. In particular, market participants and relevant working groups are exploring alternative reference rates based on risk-free rates, including various ways to produce term versions of certain risk-free rates (which seek to measure the market’s forward expectation of an average of these reference rates over a designated term, as they are overnight rates) or different measures of such risk-free rates.

The use of risk-free rates as reference rates for Eurobonds is subject to change and development, in terms of the methodology used to calculate such rates, the development of rates based on risk-free rates and the development and adoption of market infrastructure for the issuance and trading of bonds referencing risk-free rates. In particular, investors should be aware that several different methodologies have been used in notes linked to such risk-free rates issued to date and no assurance can be given that any particular methodology, including the compounding formula in the Conditions of the Notes, will gain widespread market acceptance. In addition, the methodology for determining any overnight rate index used to determine the Rate of Interest in respect of certain Notes could change during the life of such Notes.

The Issuer may in future issue Notes referencing €STR or the €STR Compounded Index that differ materially in terms of interest determination when compared with any previous €STR or €STR Compounded Index referenced Notes issued by it under this Base Prospectus.

The development of risk-free rates for the Eurobond markets could result in reduced liquidity or increased volatility, or could otherwise affect the market price of any Notes that reference a risk-free rate issued under this Base Prospectus from time to time. In addition, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially compared with the application and adoption of risk-free rates in other markets, such as the derivatives and loan markets. Noteholders should carefully consider how any mismatch between the adoption of such reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk-free rates.

Certain administrators of risk-free rates have published hypothetical and actual historical performance data. Hypothetical data inherently includes assumptions, estimates and approximations and actual historical performance data may be limited in the case of certain risk-free rates. Investors should not rely on hypothetical or actual historical performance data as an indicator of the future performance of such risk-free rates.

Investors should consider these matters when making their investment decision with respect to any Notes which reference €STR or the €STR Compounded Index.

***Risk-free rates differ from interbank offered rates in a number of material respects***

Risk-free rates differ from interbank offered rates in a number of material respects, including (without limitation) that a risk-free rate is a backwards-looking, compounded, risk-free overnight rate, whereas an interbank offered rate is expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, investors should be aware that risk-free rates and interbank offered rates may behave materially differently as interest reference rates for the Notes.

Risk-free rates offered as alternatives to interbank offered rates also have a limited history. For that reason, future performance of such rates may be difficult to predict based on their limited historical performance. The level of such rates during the term of the Notes may bear little or no relation to historical levels. Prior observed patterns, if any, in the behaviour of market variables and their relation to such rates such as correlations, may change in the future.

Furthermore, interest on Notes which reference a backwards-looking risk-free rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for Noteholders to reliably estimate the amount of interest which will be payable on such Notes and some investors may be unable or unwilling to trade such Notes without changes to their IT systems both of which factors could adversely impact the liquidity of such Notes. Further, in contrast to Notes linked to interbank offered rates, if Notes referencing backwards-looking €STR become due and payable as a result of an Event of Default under Condition 9 (*Events of Default*) or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Notes shall be determined by reference to a shortened period ending immediately prior to the date on which the Notes become due and payable or are scheduled for redemption.

## **2.6 Risks relating to the market generally**

***No trading market or secondary market for the Notes***

Although applications may be made for the Notes issued under the Programme to be admitted to trading on Euronext Dublin, there is no assurance that such application will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market nor a secondary market will develop. In addition, the ability of the Dealers to make a market in the Notes may be impacted by changes in regulatory requirements applicable to the marketing, holding and trading of, and issuing quotations in respect of, the Notes. If a Tranche of Notes is issued to a single investor or a limited number of investors, this may result in an even more illiquid or volatile market in such Notes. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

The development or continued liquidity of any secondary market for the Notes will be affected by a number of factors such as general economic conditions, the financial condition and/or, the creditworthiness of the Issuer, and the value of any applicable reference rate, as well as other factors such as the complexity and volatility of the reference rate, the method of calculating the return to be paid in respect of such Notes, the time remaining to the maturity of the Notes, the outstanding amount of the Notes, any redemption features of the Notes selected on pricing of the Notes as specified in Condition 6 (*Redemption, Purchase and Options*), the performance of other instruments linked to the reference rates and the level, direction and volatility of interest rates generally. Such factors also will affect the market value of the Notes. In addition, certain Notes may be designed for specific investment objectives or strategies and therefore may have a more limited secondary market and experience more price volatility than conventional debt securities.

Investors may not be able to sell Notes readily or at prices that will enable investors to realise their anticipated yield. No investor should purchase Notes unless the investor understands and is able to bear the risk that certain Notes will not be readily sellable, that the value of Notes will fluctuate over time and that such fluctuations will be significant.

These risk factors could materially and adversely affect the market value of the Notes and, as a consequence, Noteholders may lose all or part of their investment in the Notes.

#### ***Exchange rate risks and exchange controls***

The Programme allows for Notes to be issued in a range of currencies (each, a “**Specified Currency**” as defined in Condition 5(a) (*Definitions*)). The 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 change significantly (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 (i) the Investor’s Currency-equivalent yield on the Notes, (ii) the Investor’s Currency-equivalent value of the principal payable on the Notes and (iii) 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. If this risk ever materialises, the Noteholders may receive less interest or principal than expected, or no interest or principal.

#### ***Market value of the Notes***

Application may be made to admit the Notes issued under this Base Prospectus to trading on Euronext Dublin.

The market value of the Notes will be affected by the creditworthiness of the Issuer and a number of additional factors, including, but not limited to, the volatility of market interest and yield rates and the time remaining to the maturity date.

The value of the Notes depends on a number of interrelated factors, including economic, financial and political events in Spain or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Notes are traded. The price at which a Noteholder will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Noteholder and result in losing part of its investment in the Notes.

## INFORMATION INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated by reference into and to form part of, this Base Prospectus and will be published on the website of Servicios Financieros Carrefour ([www.pass.carrefour.es](http://www.pass.carrefour.es)):

1. The English language translation of the audited annual financial statements of the Issuer as of and for the year ended 31 December 2024 and the corresponding management report (the “**2024 Financial Statements**”), together with the English language translation of the Auditor’s report.

The 2024 Financial Statements were originally prepared in Spanish and all possible care has been taken to ensure that the English language translation is an accurate translation of the Spanish original version. In case of any inconsistency between the English translation and the Spanish original version of the 2024 Financial Statements and in all matters relating to the interpretation of information, views or opinions, the Spanish original version shall prevail.

[https://storage.googleapis.com/ssff-img-pro/web/Annual\\_accounts/CCAA%2BIA\\_SFC\\_2024\\_English.pdf](https://storage.googleapis.com/ssff-img-pro/web/Annual_accounts/CCAA%2BIA_SFC_2024_English.pdf)

2. The English language translation of the audited annual financial statements of the Issuer as of and for the year ended 31 December 2023 and the corresponding management report (the “**2023 Financial Statements**” and together with the 2024 Financial Statements, the “**Financial Statements**”), together with the English language translation of the Auditor’s report.

The 2023 Financial Statements were originally prepared in Spanish and all possible care has been taken to ensure that the English language translation is an accurate translation of the Spanish original version. In case of any inconsistency between the English translation and the Spanish original version of the 2023 Financial Statements and in all matters relating to the interpretation of information, views or opinions, the Spanish original version shall prevail.

[https://storage.googleapis.com/ssff-img-pro/web/Annual\\_accounts/CCAA%2BIA\\_SFC\\_2023\\_English.pdf](https://storage.googleapis.com/ssff-img-pro/web/Annual_accounts/CCAA%2BIA_SFC_2023_English.pdf)

3. The English language translation of any future audited financial statements (including the notes thereto) of the Issuer for a financial year together with the corresponding management report, and the independent auditor’s report thereon shall be incorporated in, and form part of, this Base Prospectus as and when they are published on the following website:

<https://www.pass.carrefour.es/investors-relationship>

The Financial Statements have been prepared in accordance with the applicable financial reporting framework, which comprises the Spanish Commercial Code, the mandatory rules approved by the Institute of Accounting and Auditing, other relevant commercial legislation, and Bank of Spain Circular 4/2019, of 26 November, to credit finance establishments, on public and confidential financial reporting rules and formats (which takes as a reference Bank of Spain Circular 4/2017, of 27 November). The Circular 4/2017 constitutes the adaptation for the Spanish credit institution sector of the International Financial Reporting Standards, as adopted by the European Union through Community Regulations, in accordance with Regulation (EC) No 1606/2002 of the European Parliament and of the Council, of 19 July 2002 on the application of International Accounting Standards, so that the financial statements present a true and fair view of the Issuer’s equity and financial position as of the relevant dates, as well as of the results of its operations, the recognized income and expenses, and the cash flows generated during the financial years ended on those dates.

The information incorporated by reference shall, to the extent applicable, be deemed to modify or supersede statements contained in this Base Prospectus.

The information on the corporate website of the Issuer does not form part of this Base Prospectus unless that information is incorporated by reference into this Base Prospectus.

## TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. The full text of these terms and conditions together with the relevant Final Terms, shall be endorsed on such Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Final Terms. Those definitions will be endorsed on the definitive Notes. References in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme.*

The Notes are issued by Servicios Financieros Carrefour, E.F.C., S.A. (the “**Issuer**”) under an agency agreement dated 18 June 2025 agreed between the Issuer, The Bank of New York Mellon, SA/NV Dublin Branch as fiscal agent and the other agents named in it (as amended or supplemented as at the Issue Date, the “**Agency Agreement**”). The fiscal agent, the paying agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Fiscal Agent**” (which expression includes any successor fiscal agent appointed from time to time in connection with the Notes), the “**Paying Agents**” (which expression includes the Fiscal Agent and any successor or additional paying agents appointed from time to time in connection with the Notes) and the “**Calculation Agent(s)**”. The Noteholders (as defined below) are deemed to have notice of all of the provisions of the Agency Agreement applicable to them. If so required by Spanish law, the Issuer will execute a public deed (*escritura pública*) (the “**Public Deed**”) before a Spanish public notary in relation to the Notes. The Public Deed will contain, among other information, the terms and conditions of the Notes.

As used in these terms and conditions (the “**Conditions**”), “**Tranche**” means Notes which are identical in all respects.

Copy of the Agency Agreement is available for inspection at the specified offices of each of the Paying Agents.

### 1. Form, Denomination(s) and Title

- (a) **Form:** The Notes are issued in bearer form (*título al portador*) in the Specified Denomination(s) shown in the relevant Final Terms, provided that in the case of any Notes which are to be admitted to trading on a regulated market within the EEA or offered to the public in a EEA state in circumstances which require the publication of a prospectus under Regulation (EU) 2017/1129, the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of those Notes).

Notes are serially numbered.

- (b) **Denomination(s):** Notes shall be issued in such denomination(s) as may be specified in the relevant Final Terms as may be agreed between the Issuer and the relevant Dealer(s) (the “**Specified Denomination(s)**”).
- (c) **Title:**
- (i) Title to the Notes shall pass by delivery.
  - (ii) Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.
  - (iii) In these Conditions, “**Noteholder**” means the bearer of any Note, “**holder**” (in relation to a Note) means the bearer of any Note and capitalised terms have the meanings given to them in the relevant Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

## 2. No Exchange of Notes

Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

## 3. Status

The payment obligations of the Issuer pursuant to the Notes constitute direct, general, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Negative Pledge*)) unsecured obligations of the Issuer and in the event of insolvency (*concurso*) of the Issuer (and unless they qualify as subordinated claims (*créditos subordinados*) under article 281.1 of the consolidated text of the Spanish Insolvency Law, approved by Royal Decree 1/2020, of 5 May (as amended from time to time, including, without limitation, by virtue of Law 16/2022, of 5 September, the “**Insolvency Law**”) or equivalent legal provision which replaces it in the future and subject to any legal and statutory exceptions and subject to any other ranking that may apply as a result of any mandatory provision of law (or otherwise)) will qualify as ordinary claims (*créditos ordinarios*) as defined in the Insolvency Law and will rank (i) below claims against the insolvency estate (*créditos contra la masa*) and claims with special privilege (*créditos con privilegio especial*) or general privilege (*créditos con privilegio general*); (ii) *pari passu* and without any preference among themselves and *pari passu* with all other outstanding ordinary claims (*créditos ordinarios*) of the Issuer, present and future (except for any ordinary claims (*créditos ordinarios*) which, by law and/or by their terms, and to the extent permitted by Spanish law, rank junior to the Notes); and (iii) above (a) subordinated claims, (b) the rights of shareholders, and (c) any other obligations which, by law and/or by their terms, and to the extent permitted by Spanish law, rank junior to the Notes,.

*Unsecured interest on the Notes accrued but unpaid as at the commencement of any insolvency proceeding (concurso) relating to the Issuer under Spanish law shall thereupon constitute subordinated obligations of the Issuer ranking below its unsecured and unsubordinated obligations. Under Spanish law, accrual of unsecured interest on the Notes shall be suspended from the date of any declaration of insolvency.*

## 4. Negative Pledge

So long as any Note remains outstanding and unless approved by a Meeting of Noteholders, the Issuer will not create or have outstanding, and will ensure that none of its Material Subsidiaries will create, or have outstanding, any mortgage, charge, lien, pledge or other security interest (each a “**Security Interest**”) upon the whole or any part of its present or future undertaking, assets or revenues (including any uncalled capital) to secure any Relevant Indebtedness or to secure any guarantee or indemnity in respect of any Relevant Indebtedness, unless in any such case:

- (a) before or at the same time as the creation of the Security Interest, any and all action necessary shall have been taken to ensure that:
  - (i) all amounts payable by the Issuer under the Notes are secured equally and rateably with such Relevant Indebtedness or guarantee or indemnity, as the case may be; or
  - (ii) such other Security Interest or guarantee or other arrangement (whether or not including the giving of a Security Interest) is provided as shall be approved by an Extraordinary Resolution of the Noteholders; or
- (b) the Security Interest is to secure any Relevant Indebtedness (or any guarantee or indemnity in respect of such Relevant Indebtedness) of a Subsidiary that became a Subsidiary after the Issue Date of the most recent Tranche of the Notes, so long as:
  - (i) such Security Interest was outstanding on the date on which such Subsidiary became a Subsidiary and was not created in contemplation of such Subsidiary becoming a Subsidiary; and

- (ii) the principal amount of such Relevant Indebtedness (or any guarantee or indemnity in respect of such Relevant Indebtedness) is not increased after the date that such Subsidiary became a Subsidiary.

Provided that this Condition 4 shall not apply in respect of any Security Interest created after the relevant Issue Date over any newly acquired asset of the Issuer solely for the purpose of securing Relevant Indebtedness incurred in order to acquire such asset (or any part thereof) provided that the amount to be secured does not exceed the cost of such acquisition.

For the purposes of these Conditions:

“**EBITDA**” means consolidated profit (loss) for the period, before income tax, impairment and profit (loss) on disposal of financial instruments, exchange differences, finance costs, finance income, other profit (loss) and depreciation and amortisation, in accordance with International Financial Reporting Standards as adopted by the European Union;

“**Material Subsidiary**” means, at any relevant time, a Subsidiary of the Issuer:

- (a) that has (x) total assets representing 15 per cent. or more of the consolidated total assets of the Issuer and its Subsidiaries; or (y) revenues representing 15 per cent. or more of the consolidated revenues of the Issuer and its Subsidiaries; or (z) EBITDA representing 15 per cent. or more of the consolidated EBITDA of the Issuer and its Subsidiaries, in each case calculated by reference to the latest audited financial statements of that Subsidiary (consolidated in the case of a Subsidiary which itself has Subsidiaries) and the latest audited consolidated financial statements of the Issuer; or
- (b) which is acquired after the end of the period to which the latest audited consolidated financial statements of the Issuer relate but which, if it had been acquired at the beginning of such period, would have been (on a *proforma* basis) a Material Subsidiary under paragraph (i) above.

A certificate signed by two duly authorised representatives of the Issuer that in their opinion a Subsidiary of the Issuer is or is not, or was or was not, at any particular time or throughout any specified period a Material Subsidiary shall, in the absence of manifest error, be conclusive and binding on the Noteholders;

“**Relevant Indebtedness**” means any present or future indebtedness (whether being principal, interest or other amounts), in the form of or evidenced by notes, bonds, debentures, loan stock or other similar debt instruments, whether issued for cash or in whole or in part for a consideration other than cash, and which are, or are capable of being (with the consent of the issuer thereof), quoted, listed or ordinarily dealt in or traded on any regulated or unregulated stock exchange, over-the-counter or other securities market.

a “**Subsidiary**” means any entity whose financial statements at any time are required by law or in accordance with generally accepted accounting principles to be fully consolidated with those of the Issuer.

## 5. Interest and other Calculations

- (a) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**2006 ISDA Definitions**” means, in relation to a Series of Notes, the 2006 ISDA Definitions as amended, supplemented or updated as at the Issue Date of the first Tranche of the Notes of the relevant Series, as published by the International Swaps and Derivatives Association, Inc. (copies of which may be obtained at [www.isda.org](http://www.isda.org)).

“**2021 ISDA Definitions**” means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each Matrix (and any successor Matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the Issue Date of the first Tranche of the Notes of the relevant Series, as published by the International Swaps and Derivatives Association, Inc. (copies of which may be obtained at [www.isda.org](http://www.isda.org)).



**“Business Day”** means:

- (i) in the case of euro, a day on which the real time gross settlement system operated by the Eurosystem, or any successor thereto (“**T2**”) is open for the settlement of payments in euro (a **“TARGET Business Day”**);
- (ii) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (iii) in the case of a currency and/or one or more Business Centre(s), a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centre(s).

**“Day Count Fraction”** means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or Interest Accrual Period, the **“Calculation Period”**):

- (i) if **“Actual/Actual”** or **“Actual/Actual - ISDA”** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).
- (ii) if **“Actual/Actual-ICMA”** is specified in the relevant Final Terms:
  - (A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
  - (B) if the Calculation Period is longer than one Determination Period, the sum of:  
  
the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and  
  
the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

**“Determination Period”** means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

**“Determination Date”** means the date specified in the relevant Final Terms or, if none is specified, the Interest Payment Date.

- (iii) if **“Actual/365 (Fixed)”** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (iv) if **“Actual/360”** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;
- (v) if **“30/360”** or **“360/360”** or **“(Bond Basis)”** is specified in the relevant Final Terms, the number of days in the Calculation Period 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 Calculation Period falls;

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

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

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

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Calculation 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 Calculation 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 relevant Final Terms, the number of days in the Calculation 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 Calculation Period falls;

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

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

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

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Calculation 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 Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30.

“**Euro-zone**” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended. “**Interest Accrual Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

“**Interest Amount**” means (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified in the relevant Final Terms, shall mean the Fixed Coupon Amount or Broken

Amount specified in the relevant Final Terms as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

**“Interest Commencement Date”** means the Issue Date or such other date as may be specified in the relevant Final Terms.

**“Interest Determination Date”** means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro or (ii) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (iii) the day falling two Business Days in the city specified in the Final Terms for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro.

**“Interest Payment Date”** means the date(s) specified in the relevant Final Terms.

**“Interest Period”** means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

**“Interest Period Date”** means each Interest Payment Date or such other date(s) specified in the relevant Final Terms.

**“ISDA Definitions”** means the 2006 ISDA Definitions or the 2021 ISDA Definitions, as specified in the relevant Final Terms.

**“Rate of Interest”** means the rate of interest payable from time to time in respect of the Notes and that is either specified or calculated in accordance with the provisions in the relevant Final Terms.

**“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 or, if otherwise, the principal offices of five major banks in the Relevant Inter-Bank Market, in each case selected by the Issuer or as specified in the relevant Final Terms.

**“Reference Rate”** means the rate specified as such in the relevant Final Terms (e.g. EURIBOR or €STR), or any Successor Rate or Alternative Reference Rate.

**“Relevant Inter-Bank Market”** means such inter-bank market as may be specified in the relevant Final Terms.

**“Relevant Screen Page”** means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Final Terms (or any successor or replacement page, section, caption, column or other part of a particular information service).

**“Relevant Screen Page Time”** means such relevant Screen Page Time as may be specified in the relevant Final Terms.

**“Specified Currency”** means the currency specified as such in the relevant Final Terms or, if none is specified, the currency in which the Notes are denominated.

- (b) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate *per annum* (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(f) (*Accrual of Interest*) and Condition 5(g) (*Margin, Maximum/Minimum Rates of Interest and Redemption Amounts and Rounding*).

If a Fixed Coupon Amount or a Broken Amount is specified in the relevant Final Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified in the relevant Final Terms.

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

- (i) *Interest Payment Dates:* Each Floating Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate *per annum* (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear (except as otherwise provided in the relevant Final Terms) on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(f) (*Accrual of Interest*) and Condition 5(g) (*Margin, Maximum/Minimum Rates of Interest and Redemption Amounts and Rounding*). Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) *Rate of Interest for Floating Rate Notes:* The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and the provisions below relating to ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Final Terms.

(A) **ISDA Determination for Floating Rate Notes**

Where ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (A), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions (provided that in any circumstances where under the ISDA Definitions the Calculation Agent would be required to exercise any discretion, including the selection of any reference banks and seeking quotations from reference banks, when calculating the relevant ISDA Rate, the relevant determination(s) which require the Calculation Agent to exercise its discretion shall instead be made by the Issuer or its designee) and under which:

- (i) If the Final Terms specify either “2006 ISDA Definitions” or “2021 ISDA Definitions” as the applicable ISDA Definitions:
  - (I) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
  - (II) the Designated Maturity (as defined in the ISDA Definitions), if applicable, is a period specified in the relevant Final Terms;
  - (III) the relevant Reset Date (as defined in the ISDA Definitions) unless otherwise specified in the relevant Final Terms, has the meaning given to it in the ISDA Definitions;
  - (IV) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Compounding is specified to be applicable in the relevant Final Terms and:
    - a) Compounding with Lookback is specified as the Compounding Method in the relevant Final Terms, Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms;
    - b) Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Final Terms, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (b) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or
    - c) Compounding with Lockout is specified as the Compounding Method in the relevant Final Terms, (a) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (b) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms;
  - (V) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Averaging is specified to be applicable in the relevant Final Terms and:
    - a) Averaging with Lookback is specified as the Averaging Method in the relevant Final Terms, Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) as specified in relevant Final Terms;
    - b) Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Final Terms, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms, and (b) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms; or
    - c) Averaging with Lockout is specified as the Averaging Method in the relevant Final Terms, (a) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the

relevant Final Terms, and (b) Lockout Period Business Days, if applicable, are the days specified in the relevant Final Terms; and

- (VI) if the specified Floating Rate Option is an Index Floating Rate Option (as defined in the ISDA Definitions) and Index Provisions are specified to be applicable in the relevant Final Terms, the Compounded Index Method with Observation Period Shift shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Final Terms and (b) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Final Terms.
- (ii) in connection with any Compounding Method, Averaging Method or Index Method specified in the relevant Final Terms, references in the ISDA Definitions to:
  - (a) “Confirmation” shall be references to the relevant Final Terms;
  - (b) “Calculation Period” shall be references to the relevant Interest Period;
  - (c) “Termination Date” shall be references to the Maturity Date; and
  - (d) “Effective Date” shall be references to the Interest Commencement Date.
- (iii) if the Final Terms specify “2021 ISDA Definitions” as the applicable ISDA Definitions,
  - (a) “Administrator/ Benchmark Event” shall be disappplied; and
  - (b) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be “Temporary Non-Publication – Alternative Rate” in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to “Calculation Agent Alternative Rate Determination” in the definition of “Temporary Non-Publication– Alternative Rate” shall be replaced by “Temporary Non-Publication Fallback – Previous Day’s Rate”.

In the applicable Final Terms, when the paragraph “Floating Rate Option” specifies that the rate is determined by linear interpolation, in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Floating Rate Option, 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 Accrual 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 Accrual Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate in accordance with the process specified in sub-paragraph (C) below as if such rate(s) were the Reference Rate.

For the purposes of this sub-paragraph (A), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions.

- (B) Screen Rate Determination for Floating Rate Notes not referencing €STR
- (I) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:
- (1) the offered quotation; or
  - (2) the arithmetic mean of the offered quotations,  
(expressed as a percentage rate *per annum*) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either (i) 11.00 a.m. (Brussels time in the case of EURIBOR) or (ii) if otherwise, the Relevant Screen Page Time on the Interest Determination Date in question as determined by the Calculation Agent. 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 Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.
- (II) if the Relevant Screen Page is not available or, if sub-paragraph (C)(I)1 applies and no such offered quotation appears on the Relevant Screen Page or, if sub-paragraph (C)(I)2 applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Issuer shall request, (i) if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, or (ii) if otherwise, each of the Reference Banks to provide the Issuer, who will then provide to the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*) for the Reference Rate if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if otherwise, at the Relevant Screen Page Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Issuer with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and
- (III) if paragraph (II) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates *per annum* (expressed as a percentage) as communicated to (and at the request of) the Issuer by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if otherwise, at the Relevant Screen Page 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, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, or, if otherwise, the Relevant Inter-Bank Market, as the case may be, or, if fewer than two of the Reference Banks provide the Issuer with such 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 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, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or, if otherwise, at the Relevant Screen Page 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 such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is EURIBOR, the Euro zone inter-bank market, or, if otherwise, the Relevant Inter-Bank Market, as the case may be, 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 or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(C) Screen Rate Determination for Floating Rate Notes referencing €STR

- (I) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, it is specified in the relevant Final Terms that the Reference Rate is €STR and Index Determination is specified in the relevant Final Terms as not applicable:
  - 1. where the Calculation Method in respect of the relevant Series of Notes is specified in the relevant Final Terms as being Compounded Daily, the Rate of Interest applicable to the Notes for each Interest Accrual Period will (subject to Condition 5(d) (*Benchmark Replacement*) and subject as provided below) be the Compounded Daily Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on the Interest Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards; and
  - 2. where the Calculation Method in respect of the relevant Series of Notes is specified in the relevant Final Terms as being Weighted Average, the Rate of Interest applicable to the Notes for each Interest Accrual Period will (subject to Condition 5(d) (*Benchmark Replacement*) and subject as provided below) be the Weighted Average Reference Rate plus or minus (as indicated in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on the Interest Determination Date and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards.
- (II) Subject to Condition 5(d) (*Benchmark Replacement*), if, in respect of any Business Day, the Calculation Agent determines that the Reference Rate does not appear on the Relevant Screen Page, such Reference Rate shall be the €STR for the first preceding Business Day on which the €STR was published on the Relevant Screen Page (and “r” shall be interpreted accordingly).
- (III) In the event that the Rate of Interest for the relevant Interest Accrual Period cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 5(d) (*Benchmark Replacement*), the Rate of Interest for such Interest Accrual Period shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the



relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period), (ii) if there is no such preceding Interest Determination Date and the relevant Interest Accrual Period is the first Interest Accrual Period for the Notes, the initial Rate of Interest which would have been applicable to such Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum or Minimum Rate of Interest applicable to the first Interest Accrual Period) or (iii) if there is no such preceding Interest Determination Date and the relevant Interest Accrual Period is not the first Interest Accrual Period for the Notes, the Rate of Interest which applied to the immediately preceding Interest Accrual Period.

- (IV) If the relevant Notes become due and payable in accordance with Condition 9 (*Events of Default*), the last Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

- (V) For the purposes of this Condition 5(V):

If “**Payment Delay**” is specified in the relevant Final Terms as being applicable, all references in these Conditions to interest on the Notes being payable on an Interest Payment Date shall be read as reference to interest on the Notes being payable on an Effective Interest Payment Date instead.

“**Applicable Period**” means,

- (i) where Lag, Lock-out or Payment Delay is specified as the Observation Method in the relevant Final Terms, the Interest Accrual Period; and
- (ii) where Observation Shift is specified as the Observation Method in the relevant Final Terms, the Observation Period.

“**Business Day**” or “**BD**”, means a TARGET Settlement Day.

“**Compounded Daily Reference Rate**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment in the Specified Currency (with the applicable Reference Rate (as indicated in the relevant Final Terms and further provided for below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent as at the relevant Interest Determination Date as follows, and the resulting percentage will be rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{r_i - pBD \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

“**D**” is the number specified in the relevant Final Terms.

“**d**” means, for the relevant Applicable Period, the number of calendar days in such Applicable Period.

“**d<sub>0</sub>**” means, for the relevant Applicable Period, the number of Business Days in such Applicable Period.

“**€STR**” means, in respect of any Business Day, a reference rate equal to the daily euro short-term rate for such euro Business Day as provided by the European Central Bank, as administrator of such rate (or any successor administrator of such rate), on the website of the European Central Bank as at the date of this Base Prospectus at <http://www.ecb.europa.eu>, or any successor website officially designated by the European Central Bank (the “**ECB’s Website**”) in each case, on or before 9:00 a.m. (Central European Time) on the Business Day immediately following such Business Day.

“**i**” means, for the relevant Applicable Period, a series of whole numbers from one to d<sub>0</sub>, each representing the relevant Business Day in chronological order from, and including, the first Business Day in such Applicable Period.

“**Lock-out Period**” means the period from, and including, the day following the Interest Determination Date to, but excluding, the corresponding Interest Payment Date.

“**n<sub>i</sub>**”, for any Business Day “i” in the Applicable Period, means the number of calendar days from, and including, such Business Day “i” up to but excluding the following Business Day.

“**Observation Period**” means, in respect of the relevant Interest Accrual Period, the period from, and including, the date falling “p” Business Days prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date which is “p” Business Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling “p” Business Days prior to such earlier date, if any, on which the Notes become due and payable).

“**p**” means, for any Interest Accrual Period:

- (i) where Lag is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified five Business Days);
- (ii) where Lock-out is specified as the Observation Method in the relevant Final Terms, zero; and
- (iii) where Observation Shift is specified as the Observation Method in the relevant Final Terms, the number of Business Days included in the Observation Look-back Period specified in the relevant Final Terms (or, if no such number is specified, five Business Days).

“**r**” means:

- (i) where in the relevant Final Terms either Lag or Observation Shift is specified as the Observation Method, in respect of any Business Day, the €STR in respect of such Business Day;
- (ii) where in the relevant Final Terms Lock-out is specified as the Observation Method:

(x) in respect of any Business Day “i” that is a Reference Day, the €STR in respect of the Business Day immediately preceding such Reference Day; and

(y) in respect of any Business Day “i” that is not a Reference Day (being a Business Day in the Lock-out Period), the €STR in respect of the Business Day immediately preceding the last Reference Day of the relevant Interest Accrual Period (such last Reference Day coinciding with the Interest Determination Date); and

- (iii) where in the relevant Final Terms Payment Delay is specified as the Observation Method, in respect of any Business Day, the €STR in respect of such Business Day, provided however that, in the case of the last Interest Accrual Period, in respect of each Business Day in the period from (and including) the Rate Cut-off Date to (but excluding) the Maturity Date or the date fixed for redemption, as applicable, “r” shall be the €STR in respect of the Rate Cut-off Date.

**“Reference Day”** means each Business Day in the relevant Interest Accrual Period, other than any Business Day in the Lock-out Period.

**“ $r_{i,pBD}$ ”** means the applicable Reference Rate as set out in the definition of “r” above for, (i) where, in the relevant Final Terms, Lag is specified as the Observation Method, the Business Day (being a Business Day falling in the relevant Observation Period) falling “p” Business Days prior to the relevant Business Day “i” or, (ii) otherwise, the relevant Business Day “i”.

**“Effective Interest Payment Date”** means any date or dates specified as such in the relevant Final Terms.

**“Rate Cut-off Date”** has the meaning given in the relevant Final Terms.

**“TARGET Settlement Day”** means a TARGET Business Day.

**“Weighted Average Reference Rate”** means:

- (i) where Lag is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day; and
- (ii) where Lock-out is specified as the Observation Method in the relevant Final Terms, the arithmetic mean of the Reference Rate in effect for each calendar day during the relevant Interest Accrual Period, calculated by multiplying each relevant Reference Rate by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Accrual Period, provided however that for any calendar day of such Interest Accrual Period falling in the Lock-out Period, the relevant Reference Rate for each day during that Lock-out Period will be deemed to be the Reference Rate in effect for the Reference Day immediately preceding the first day of such Lock-out

Period. For these purposes the Reference Rate in effect for any calendar day which is not a Business Day shall, subject to the proviso above, be deemed to be the Reference Rate in effect for the Business Day immediately preceding such calendar day.

(D) Index Determination

Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and Index Determination is specified in the relevant Final Terms as being applicable, the Rate of Interest applicable to the Notes for each Interest Accrual Period will be the compounded daily reference rate for the relevant Interest Accrual Period, calculated in accordance with the following formula and to the Relevant Decimal Place, all as determined and calculated by the Calculation Agent on the relevant Interest Determination Date plus or minus (as indicated in the relevant Final Terms) the Margin:

$$\left( \frac{\text{Compounded Index End}}{\text{Compounded Index Start}} - 1 \right) \times \frac{\text{Numerator}}{d}$$

where:

“**Compounded Index**” shall mean €STR Compounded Index, or such other index specified in the relevant Final Terms.

“**Compounded Index End**” means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the Interest Payment Date for such Interest Accrual Period, or such other date on which the relevant payment of interest falls due (but which, by its definition or the operation of the relevant provisions, is excluded from such Interest Accrual Period).

“**Compounded Index Start**” means the relevant Compounded Index value on the day falling the Relevant Number of Index Days prior to the first day of the relevant Interest Accrual Period.

“**d**” is the number of calendar days from (and including) the day on which the relevant Compounded Index Start is determined to (but excluding) the day on which the relevant Compounded Index End is determined.

“**€STR Compounded Index**” means the compounded daily €STR rate as published at 9:15 a.m. (Central European Time) by the European Central Bank (or a successor administrator of €STR) on the European Central Bank’s Market Information Dissemination (MID) platform and Statistical Data Warehouse, or any successor source.

“**Index Days**” means TARGET Settlement Days.

“**London Banking Day**” means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London.

“**Numerator**” shall, unless otherwise specified in the relevant Final Terms, be 360.

“**Relevant Decimal Place**” shall, unless otherwise specified in the relevant Final Terms, be the fifth decimal place rounded up or down, if necessary (with 0.000005 being rounded upwards).

“**Relevant Number**” shall, unless otherwise specified in the relevant Final Terms, be five.

Provided that a Benchmark Event has not occurred in respect of €STR, if, with respect to any Interest Accrual Period, the relevant Compounded Index Start and/or Compounded Index End is not published by the administrator, the Calculation Agent shall calculate the Rate of Interest for that Interest Accrual Period in accordance with Condition 5(V) as if Index Determination was not specified in the relevant Final Terms as being applicable. For these purposes, (i) the Reference Rate shall be deemed to be €STR in the case of €STR Compounded Index, (ii) the Calculation Method shall be deemed to be Compounded Daily, (iii) the Observation Method shall be deemed to be Observation Shift, (iv) the Observation Look-back Period shall be deemed to be the Relevant Number and (v) D shall be deemed to be the Numerator. If a Benchmark Event has occurred in respect of €STR, the provisions of Condition 5(d) (*Benchmark Replacement*) shall apply *mutatis mutandis* in respect of this Condition 5(D).

(d) **Benchmark Replacement:** Notwithstanding the provisions above in this Condition 5 (*Interest and other Calculations*), where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and if the Issuer (to the extent practicable, in consultation with the Calculation Agent) determines that a Benchmark Event has occurred, then the following provisions shall apply:

- (i) the Issuer shall use reasonable endeavours to appoint, as soon as reasonably practicable, an Independent Adviser to determine (acting in good faith and in a commercially reasonable manner) no later than three Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period (the “**IA Determination Cut-off Date**”) a Successor Rate or, alternatively, if there is no Successor Rate, an Alternative Reference Rate and, in either case, an Adjustment Spread and any Benchmark Amendments for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes;
- (ii) if (A) the Issuer 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 prior to the IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, if there is no Successor Rate, an Alternative Reference Rate. If the Issuer is unable to determine a Successor Rate or, failing which, an Alternative Reference Rate prior to the IA Determination Cut-off Date, the Reference Rate applicable to the relevant Interest Period shall be the Reference Rate applicable as at the last preceding Interest Determination Date. If there has not been a first Interest Payment Date, the Reference Rate shall be the Reference Rate applicable to the first Interest Period;
- (iii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, an Adjustment Spread, is determined in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, any Adjustment Spread, shall be the Reference Rate for each of the future Interest Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 5(d) (*Benchmark Replacement*)); provided, however, that if sub-paragraph (ii) above applies and the Issuer is unable to or does not determine a Successor Rate or an Alternative Reference Rate, prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the preceding Interest Period (subject, where applicable, to substituting the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest that applied to such preceding Interest Period for the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest that is to be applied to the relevant Interest Period) or, alternatively, if there has not been a first Interest

Payment Date, the rate of interest shall be the Rate of Interest for the initial Interest Period; for the avoidance of doubt, the proviso in this sub-paragraph (iii) shall apply to the relevant Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5(d)(*Benchmark Replacement*);

- (iv) if the Independent Adviser or the Issuer determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) and, in each case, an Adjustment Spread, in accordance with the above provisions, the Independent Adviser or the Issuer (as applicable), may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Day, Interest Determination Date, and/or the definition of Reference Rate applicable to the Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate or the Alternative Reference Rate (as applicable);
- (v) if a Successor Rate or Alternative Reference Rate is determined in accordance with this Condition 5(iii)(d) (*Benchmark Replacement*) and the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable) determines the specified quantum or a formula or methodology for determining the applicable Adjustment Spread, then such Adjustment Spread shall apply to the Successor Rate or the Alternative Reference Rate (as applicable), subject to any further operation and adjustment as provided in this Condition (iii)(d)(*Benchmark Replacement*);
- (vi) for the avoidance of doubt, the Fiscal Agent shall, at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to ensure the proper operation of such Successor Rate, Alternative Reference Rate and/or Adjustment Spread and to give effect to this Condition 5(iii)(d) (*Benchmark Replacement*) (such amendments, the “Benchmark Amendments”). Consent of the holders of the relevant Notes shall not be required in connection with effecting the Successor Rate, Alternative Reference Rate (as applicable) or Adjustment Spread or such other changes set out in this Condition 5(iii)(d) (*Benchmark Replacement*), including for the execution of any documents or other steps by the Fiscal Agent (if required);
- (vii) the Issuer shall promptly, following the determination of any Successor Rate or Alternative Reference Rate (as applicable) and, in each case, an Adjustment Spread, give notice thereof to the Calculation Agent, the Fiscal Agent and the Noteholders, which shall specify the effective date(s) for such Successor Rate or Alternative Reference Rate (as applicable) and any consequential changes made to these Conditions;
- (viii) No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by two authorised signatories of the Issuer:
  - (A) confirming (x) that a Benchmark Event has occurred, (y) the relevant Successor Rate, or, as the case may be, the relevant Alternative Reference Rate and, (z), in each case, the relevant Adjustment Spread and/or the specific terms of any relevant Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 5(iii)(d) (*Benchmark Replacement*); and
  - (B) certifying that the relevant Benchmark Amendments are necessary to ensure the proper operation of such relevant Successor Rate or Alternative Reference Rate and Adjustment Spread.
- (ix) The Successor Rate or Alternative Reference Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of such Successor Rate or Alternative Reference Rate and such Adjustment Spread and such Benchmark Amendments (if any)), and without prejudice to the Calculation Agent’s or the Paying Agent’s ability to rely on such certificate as aforesaid, be

binding on the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agents and the Noteholders.

**“Adjustment Spread”** means a spread (which may be positive, negative or zero) or formula or methodology for calculating a spread, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as applicable), 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:

- (i) in the case of a Successor Rate, is formally recommended or formally provided as an option for parties to adopt, in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) 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 (in consultation with the Issuer) or the Issuer (as applicable) determines is customarily applied to the relevant Successor Rate or Alternative Reference Rate (as applicable) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Reference Rate; or
- (iii) 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 (in consultation with the Issuer) or the Issuer (as applicable) determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable).

**“Alternative Reference Rate”** means the rate that the Independent Adviser or the Issuer (as applicable) determines has replaced the relevant Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period, or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the relevant Reference Rate.

**“Benchmark Event”** means:

- (i) the Reference Rate has ceased to be published on the Relevant Screen Page as a result of such Reference Rate ceasing to be calculated or administered; or
- (ii) a public statement by the administrator of the relevant Reference Rate that (in circumstances where no successor administrator has been or will be appointed that will continue publication of such Reference Rate) it has ceased or will cease, by a specified future date (the “Specified Future Date”), publishing such Reference Rate permanently or indefinitely; or
- (iii) a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will, by a specified future date (the “Specified Future Date”), be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Reference Rate that means that such Reference Rate will, by a specified future date (the “Specified Future Date”), be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Notes;
- (v) a public statement by the supervisor of the administrator of the relevant Reference Rate (as applicable) that, in the view of such supervisor, (i) such Reference Rate is or will, by a specified future date (the “Specified Future Date”), no longer representative of an underlying market or (ii) the methodology to calculate such Reference Rate has materially changed; or

- (vi) it has or will become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Reference Rate (including, without limitation, under the Benchmark Regulation (EU) 2016/1011, if applicable);

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraphs (ii), (iii), (iv) or (v) above and the Specified Future Date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed occur until the date falling six months prior to such Specified Future Date.

**“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 appointed by the Issuer at its own expense.

**“Successor Rate”** means the rate that the Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the Reference Rate which is formally recommended by any Relevant Nominating Body.

**“Relevant Nominating Body”** means, in respect of a reference rate:

- (i) the central bank for the currency to which the reference rate relates, any central bank which is responsible for supervising the administrator of the reference rate, or any other relevant supervisory or regulatory authority or national legislative body of the country for the currency to which the reference rate relates; or
- (ii) 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 reference rate relates, (B) any central bank which is responsible for supervising the administrator of the reference rate, (C) any other relevant supervisory or regulatory authority or national legislative body of the country for the currency to which the reference rate relates, (D) a group of the aforementioned central banks or other authorities, or (E) the Financial Stability Board or any part thereof.

(e) **Ratings Step-Up/Step-Down**

- (i) If Ratings Step-Up/Step-Down is specified as applicable in the relevant Final Terms, the Rate of Interest payable on the Notes will be subject to adjustment from time to time in the event of a Step-Up Rating Change or a Step-Down Rating Change, as follows:
  - (A) subject to paragraph (C) below, for so long as the Rating by the Requisite Number of Rating Agencies is an Investment Grade Rating (each as defined in Condition 6(g) (*Redemption, Purchase and Option*)), and from and including the first Interest Payment Date following the date of a Step-Down Rating Change resulting in an Investment Grade Rating from the Requisite Number of Rating Agencies, the Rate of Interest payable on the Notes shall be the Initial Interest Rate. For the avoidance of doubt, the Rate of Interest payable on the Notes shall remain at the Initial Interest Rate notwithstanding any further increase in the Rating;
  - (B) subject to paragraphs above (A) and (C) below, from and including the first Interest Payment Date (1) following the date of a Step-Up Rating Change resulting in a Rating below an Investment Grade Rating from the Requisite Number of Rating Agencies or (2) following the date on which the Rating by the Requisite Number of Rating Agencies is withdrawn, the Rate of Interest payable on the Notes shall be the Initial Interest Rate plus the applicable Step-Up Margin specified in the relevant Final Terms (together, the **“Increased Rate of Interest”**). For the avoidance of doubt, the Rate of Interest payable on the Notes shall remain at the Increased Rate of Interest notwithstanding any further decrease in the Rating; and



- (C) if no Rating is assigned by any Rating Agency or if a Step-Up Rating Change occurs resulting in a Rating below an Investment Grade Rating from the Requisite Number of Rating Agencies and, subsequently, a Step-Down Rating Change occurs resulting in an Investment Grade Rating from the Requisite Number of Rating Agencies during the same Interest Period, the Rate of Interest payable on the Notes shall neither be increased nor decreased as a result of either such event.
- (ii) Notwithstanding any other provision of this Condition 5(e) (*Ratings Step-Up/Step-Down*), there shall be no adjustment in the Rate of Interest applicable to the Notes at any time after notice of early redemption has been given by the Issuer pursuant to Condition 6 (*Redemption, Purchase and Options*).
- (iii) There shall be no limit on the number of times that adjustments to the Rate of Interest payable on the Notes may be made pursuant to this Condition 5(e) (*Ratings Step-Up/Step-Down*) during the term of the Notes, provided always that at no time during the term of the Notes will the Rate of Interest payable on the Notes be less than the Initial Interest Rate or more than the Increased Rate of Interest.
- (iv) In the event the Rate of Interest payable on the Notes is the (x) Increased Rate of Interest, any Maximum Rate of Interest or Minimum Rate of Interest specified hereon shall be increased by the Step-Up Margin specified hereon and (y) Initial Interest Rate as a result of a Step-Down Rating Change, the Maximum Rate of Interest and the Minimum Rate of Interest shall be restored to the Maximum Rate of Interest and the Minimum Rate of Interest specified hereon.
- (v) If the rating designations employed by any of Moody's, Fitch Ratings or S&P are changed from those which are described in this Condition 5(e) (*Ratings Step-Up/Step-Down*), the Issuer shall determine acting reasonably and in good faith, the rating designations of Moody's, Fitch Ratings or S&P as are most equivalent to the prior rating designations of Moody's, Fitch Ratings or S&P and this Condition 5(e) (*Ratings Step-Up/Step-Down*) shall be read accordingly.
- (vi) The Fiscal Agent shall not be obliged to monitor or inquire as to whether a Step-Down Rating Change or a Step-Up Rating Change has occurred or have any liability in respect thereof.
- (vii) The Issuer will cause the occurrence of an event giving rise to an adjustment in the Rate of Interest payable on the Notes pursuant to this Condition 5(e) (*Ratings Step-Up/Step-Down*) to be notified to the Fiscal Agent and notice thereof to be given in accordance with Condition 14 (*Notices*) as soon as reasonably practicable after the occurrence of the relevant event.
- (viii) For the purposes of this Condition 5(e) (*Ratings Step-Up/Step-Down*):
- “**Initial Interest Rate**” means the initial Rate of Interest either specified or calculated in accordance with the provisions hereon (i.e., without applying any Step-Up Margin);
- “**Requisite Number of Rating Agencies**” means
- (I) if at the relevant time one Rating Agency has assigned a Rating, such single Rating Agency;
- (II) if at the relevant time two Rating Agencies have assigned a Rating, (y) in respect of Condition 5 (e)(i)(A) above or in the event of a Step-Down Rating Change resulting in an Investment Grade Rating in accordance with Condition 5(e)(i)(C) above, two Rating Agencies or otherwise (x) one Rating Agency; and
- (III) if at the relevant time more than two Rating Agencies have assigned a Rating, at least two Rating Agencies;

“**Step-Down Rating Change**” means the public announcement by any Rating Agency assigning a Rating of an increase in, or confirmation of, the Rating or, as the case may be, of a Rating being assigned, provided, in each case, that at any time where there is a Rating assigned by more than one Rating Agency, a Step-Down Rating Change shall occur upon the relevant public announcement by the last Rating Agency to announce an increase to, or confirmation of, the Rating or the assignment of a Rating; and

“**Step-Up Rating Change**” means the public announcement by any Rating Agency assigning a Rating of a decrease in, or confirmation of, the Rating or, as the case may be, of a Rating being assigned, provided, in each case that at any time where there is a Rating assigned by more than two Rating Agencies a Step-Up Rating Change shall occur upon the relevant public announcement by the second Rating Agency to announce a decrease in, or confirmation of, the Rating or the assignment of a Rating.

- (f) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 (*Interest and other Calculations*) to the Relevant Date (as defined in Condition 8 (*Taxation*)).
- (g) **Margin, Maximum/Minimum Rates of Interest and Redemption Amounts and Rounding:**
- (i) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (c) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
  - (ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
  - (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up), (y) all figures shall be rounded to seven significant figures (provided that if the eighth significant figure is a 5 or greater, the seventh significant shall be rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with half a unit being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes “**unit**” means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.
- (h) **Calculations:** The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified in the relevant Final Terms and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

- (i) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Optional Redemption Amounts and Early Redemption Amounts:** The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Optional Redemption Amount or Early Redemption Amount, make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Optional Redemption Amount or Early Redemption Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the applicable rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(c)(ii)(*Business Day Convention*), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 9 (*Events of Default*), the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.
- (j) **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 relevant 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 the 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 Accrual 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 financial institution 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. So long as the Notes are listed on any stock exchange and the rules applicable to that stock exchange so require, notice of any change of Calculation Agent shall be given in accordance with Condition 14 (*Notices*).

## 6. Redemption, Purchase and Options

- (a) **Final Redemption:** Unless previously redeemed or purchased and cancelled as provided below each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount).
- (b) **Redemption at the Option of the Issuer and Partial Redemption:** If a Call Option is specified as applicable in the relevant Final Terms, the Issuer may, subject to compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than fifteen (15) nor more than sixty (60) calendar days' irrevocable notice in accordance with Condition 14 (*Notices*) to the Noteholders (or such

other notice period as may be specified in the relevant Final Terms) redeem all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount specified in the relevant Final Terms (which will be the Make-Whole Redemption Price (as described in Condition 6(c)(*Make-Whole Redemption by the Issuer*) below, when applicable) together with interest accrued to the date fixed for redemption. Any such redemption must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the relevant Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the relevant Final Terms.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 6(b).

In the case of a partial redemption the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

- (c) **Make-Whole Redemption by the Issuer:** If Make-Whole Redemption by the Issuer is specified as applicable in the relevant Final Terms, in respect of any issue of Notes, the Issuer may, in accordance with Condition 6(b)(*Redemption at the Option of the Issuer and Partial Redemption*), subject to compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than fifteen (15) nor more than sixty (60) calendar days' irrevocable notice in accordance with Condition 14 (*Notices*) to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date (the "**Optional Redemption Date**") at their Optional Redemption Amount, which shall be the Make Whole Redemption Price.

For the purposes of these Conditions:

**"Make Whole Redemption Price"** means, in respect of each Note, an amount determined by the Determination Agent after consultation with the Issuer and will be the greater of (x) 100 per cent. of the nominal amount of the Notes so redeemed and, (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Notes (excluding any interest accrued on the Notes to, but excluding, the relevant Optional Redemption Date) discounted to the relevant Optional Redemption Date on an annual basis (based on the relevant day count basis) at the Reference Dealer Rate plus a Redemption Margin (as specified in the relevant Final Terms), plus in the case of either (x) or (y) above, any interest accrued on the Notes to, but excluding, the Optional Redemption Date.

If a Residual Maturity Call Option is specified as applicable in the relevant Final Terms and if the Issuer decides to redeem the Notes pursuant to the Make-Whole Redemption by the Issuer before the Call Option Date (as specified in the relevant Final Terms) pursuant to Condition 6(d) (*Residual Maturity Call Option*), the Optional Redemption Amount in respect of the Make-Whole Redemption by the Issuer will be calculated taking into account the Call Option Date pursuant to Condition 6(d) (*Residual Maturity Call Option*) and not to the Maturity Date;

**"Determination Agent"** means a financial adviser or bank which is independent of the Issuer, appointed by the Issuer for the purpose of determining the Make Whole Redemption Price;

**"Reference Dealers"** means five credit institutions or financial services institutions that regularly deal in bonds and other debt securities as selected by Determination Agent after consultation with the Issuer;

**"Reference Dealer Rate"** means with respect to the Reference Dealers and the Optional Redemption Date (i) the arithmetic average of the five quotations of the mid-market annual yield to maturity of the Reference Security at 11.00 a.m. Central European time on the third (3<sup>rd</sup>) business day in Madrid, Spain preceding the Optional Redemption Date quoted in writing to the Determination Agent after consultation

with the Issuer by the Reference Dealers after excluding the highest and lowest of such quotations; or (ii) if the Determination Agent obtains fewer than five quotations, the arithmetic average of all quotations obtained;

“**Reference Security**” means the security specified in the relevant Final Terms;

If the Reference Security is no longer outstanding, a similar security will be chosen by the Determination Agent after prior consultation with the Issuer if practicable under the circumstances at 11.00 a.m. (Central European time (CET)) on the third (3<sup>rd</sup>) business day in Madrid, Spain preceding the Optional Redemption Date, quoted in writing by the Determination Agent to the Issuer and notified in accordance with Condition 14 (*Notices*); and

The Reference Dealer Rate will be notified by the Paying Agents in accordance with Condition 14 (*Notices*).

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Determination Agent shall (in the absence of wilful default, bad faith or manifest error) be final and binding upon all parties.

In the case of a partial redemption, the relevant provisions of Condition 6(b) (*Redemption at the Option of the Issuer and Partial Redemption*) shall apply *mutatis mutandis* to this Condition 6(c) (*Make-Whole Redemption by the Issuer*).

The Determination Agent shall act as an independent expert and not as agent for the Issuer or the Noteholders.

- (d) **Residual Maturity Call Option:** If Residual Maturity Call Option by the Issuer is specified as applicable in the relevant Final Terms, the Issuer may, on giving not less than fifteen (15) nor more than sixty (60) calendar days’ irrevocable notice (which notice shall specify the date fixed for redemption) in accordance with Condition 14 (*Notices*) to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem the Notes, in whole but not in part, at par together with interest accrued to, but excluding, the date fixed for redemption, at any time as from the Call Option Date (included and as specified in the Final Terms).

For the purpose of the preceding paragraph, the maturity of not more than ten years or the maturity of more than ten years (or such shorter maturity as may be specified in the Final Terms) shall be determined as from the Issue Date of the first Tranche of the relevant Series of Notes.

- (e) **Substantial Purchase Event:** If Substantial Purchase Event is specified as applicable in the relevant Final Terms, in the event that 25 per cent. (or any lower percentage specified in the relevant Final Terms) or less of the initial aggregate nominal amount of a particular Series of Notes (including any further Notes issued pursuant to Condition 13 (*Further Issues*)) remains outstanding, the Issuer may, at its option but subject to having given not less than fifteen (15) nor more than sixty (60) calendar days’ notice to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) (which notice shall specify the date fixed for redemption) in accordance with Condition 14 (*Notices*) redeem all, but not some only, of the outstanding Notes in that Series at their Substantial Purchase Event Redemption Amount together with any interest accrued to the date set for redemption, provided that those Notes of such Series that are no longer outstanding have not been redeemed (and subsequently cancelled) by the Issuer at the option of the Issuer pursuant to Condition 6(b) (*Redemption at the Option of the Issuer and Partial Redemption*) or Condition 6(c) (*Make-Whole Redemption by the Issuer*), in each case, at an amount exceeding the Substantial Purchase Event Redemption Amount.
- (f) **Redemption for Tax Reasons:** The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note) or, at any time, (if this Note is not a Floating Rate Note), on giving not less than 30 nor more than 60 days’ notice or such other notice period as may be specified in the relevant Final Terms to the Noteholders (which notice shall be

irrevocable) at their Early Redemption Amount, together with interest accrued to the date fixed for redemption, if as a result of any change in, or amendment to, the laws or regulations of the Kingdom of Spain or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the Issue Date of the most recent Tranche of the Notes:

- (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 (*Payments*) and such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or
- (ii) the Issuer would not be entitled to claim a deduction in computing its taxation liabilities in the Kingdom of Spain in respect of any payment of interest to be made on the next Interest Payment Date or the value of such deduction to the Issuer would be materially reduced; or
- (iii) the applicable tax treatment of the Notes would be materially affected,

*provided that* with respect to (i) above, 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 if a payment in respect of the Notes were then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Fiscal Agent:

- (A) a certificate signed by two duly authorised representatives 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
  - (B) 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.
- (g) **Redemption or Purchase at the option of Noteholders following a Change of Control Put Event:** If a Change of Control Put Option is specified as applicable in the relevant Final Terms and at any time while any Note remains outstanding a Change of Control occurs, and during the Change of Control Period there is a Rating Event (a “**Change of Control Put Event**”) each Noteholder will have the option (the “**Change of Control Put Option**”) (unless, before the giving of the Change of Control Put Option Notice (as defined below), the Issuer shall have given notice of its intention to redeem the Notes under this Condition 6 (*Redemption, Purchase and Options*)) to require the Issuer to redeem or, at the Issuer’s option, purchase (or procure the purchase of) that Note at the nominal amount of such Note, together with (or, where purchased, together with an amount equal to) interest accrued to, but excluding, the Change of Control Put Date (as defined below).

If a Change of Control Put Event occurs, then, within fourteen (14) days of the occurrence of the Change of Control Put Event, the Issuer shall give notice (a “**Change of Control Put Option Notice**”) to the Noteholders in accordance with Condition 14 (*Notices*) specifying the nature of the Change of Control Put Event and the procedure for exercising the Change of Control Put Option contained in this Condition 6(g).

To exercise the Change of Control Put Option a Noteholder must, during the period commencing on the occurrence of a Change of Control Put Event and ending 60 days after such occurrence or, if later, 60 days after the date on which the Change of Control Put Option Notice is given to Noteholders as required by this Condition 6(g) (the “**Change of Control Put Period**”) deposit such Note with any Paying Agent at its specified office, together with a duly signed and completed notice of exercise in the then current form obtainable from the specified office of any Paying Agent (a “**Change of Control Put Option Notice**”) and in which the Noteholder may specify a bank account to which payment is to be made under this Condition 6(g). Upon the deposit of the Note with a Paying Agent, the Fiscal Agent shall deliver a

duly completed receipt (the “**Change of Control Put Option Receipt**”) to the depositing Noteholder. No Note, once deposited with a duly completed Change of Control Put Option Notice in accordance with this Condition 6(g), may be withdrawn; *provided that* if, prior to the relevant Change of Control Put Date, any such Note becomes immediately due and payable or payment of the redemption moneys is improperly withheld or refused on the Change of Control Put Date, the Fiscal Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Change of Control Put Option Notice and the relevant Paying Agent shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Change of Control Put Option Receipt. For so long as any outstanding Note is held by the relevant Paying Agent in accordance with this Condition 6(g), the depositor of such Note and not the relevant Paying Agent shall be deemed to be the holder of such Note for all purposes.

The Issuer shall redeem or, at its option, purchase or procure the purchase of the Notes in respect of which the Change of Control Put Option has been validly exercised as provided above, and subject to the transfer of such Notes to, or to the account of, the Fiscal Agent for the account of the Issuer as described above, on the date (the “**Change of Control Put Date**”) which is seven days after the expiration of the Change of Control Put Period unless previously redeemed or purchased and cancelled. Payment in respect of any Note so transferred will be made on the Change of Control Put Date to the bank account specified in the relevant Change of Control Put Option Notice.

For the purposes of these Conditions:

A “**Change of Control**” shall be deemed to have occurred each time (whether or not approved by the board of directors of the Issuer) that any person or persons acting in concert or any person acting on behalf of such person(s) shall acquire or control (i) more than 50 per cent. of the Voting Rights or (ii) the right to appoint and/or remove all or the majority of the members of the Issuer’s board of directors or other governing body, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of Voting Rights, contract or otherwise. References to acquiring, having or ceasing to have “**control**” in these Conditions shall be interpreted accordingly;

“**Change of Control Period**” means the period commencing on the date that is the earlier of: (i) the date of the occurrence of a Change of Control; and (ii) the date of the first Potential Change of Control Announcement (if any), and ending 90 days after the Change of Control (or such longer period for which any Notes are under consideration (such consideration having been announced publicly within the period ending 90 days after the Change of Control) for Rating review or, as the case may be, Rating by a Rating Agency, such period not to exceed 60 days after the public announcement of such consideration);

“**Investment Grade Rating**” means, any Rating which is (i) with respect to S&P, within any of the categories from and including AAA to and including BBB- (or equivalent successor categories), (ii) with respect to Moody’s, within any of the categories from and including Aaa to and including Baa3 (or equivalent successor categories) or (iii) with respect to Fitch Ratings, within any of the categories from and including AAA to and including BBB- (or equivalent successor categories);

“**Potential Change of Control Announcement**” means any public announcement or public statement by the Issuer, any actual or potential bidder or any adviser acting on behalf of any actual or potential bidder relating to any potential Change of Control;

“**Rating**” means a long term credit rating assigned to the Issuer and/or any Notes by a Rating Agency which has been solicited by, or assigned with the cooperation of, the Issuer;

“**Rating Agency**” means any of the following: (a) S&P Global Ratings Europe Limited (“**S&P**”); (b) Moody’s Investors Service España S.A. (“**Moody’s**”); or (c) Fitch Ratings Ireland Limited (“**Fitch Ratings**”), and, in each case, their respective successors and affiliates;

A “**Rating Event**” shall be deemed to have occurred in respect of a Change of Control if:

- (i) there is a Rating by any Rating Agency at the time the Change of Control Period begins and within the Change of Control Period the Rating by any Rating Agency is: (1) withdrawn (and is not, during the Change of Control Period, subsequently reinstated); (2) ceases to be an Investment Grade Rating (and is not, during the Change of Control Period, subsequently upgraded to an Investment Grade Rating); or (3) if the Rating assigned to the Issuer and/or any Notes by any Rating Agency which is current at the time the Change of Control Period begins is below an Investment Grade Rating, that Rating is lowered one full rating notch by any Rating Agency (for example, BB+ to BB by S&P) (and is not, during the Change of Control Period, subsequently upgraded to its previous rating level), *provided that* a Rating Event shall be deemed not to have occurred in respect of a particular Change of Control if the relevant Rating Agency, despite withdrawing or lowering the ratings does not publicly announce or confirm in writing to the Issuer that the reduction or withdrawal was the result, in whole or part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Change of Control; or
- (ii) there is no Rating by any Rating Agency at the time the Change of Control Period begins and by the time the Change of Control Period ends (A) there is still no Rating by any Rating Agency, or (B) there is a Rating by any Rating Agency but that Rating is not an Investment Grade Rating,

save that no Rating Event shall be deemed to have occurred in respect of a Change of Control if, on the last day of the Change of Control Period, there is a Rating by any Rating Agency that is an Investment Grade Rating;

**“Voting Rights”** means the right generally to vote at a general meeting of shareholders of the Issuer (irrespective of whether or not, at the time, stock of any other class or classes shall have, or might have, voting power by reason of the happening of any contingency).

- (h) **Redemption at the Option of Noteholders and Exercise of Noteholders’ Options:** If the Put Option is specified as applicable in the relevant Final Terms, the Issuer shall, at the option of the Noteholder, upon the Noteholder giving not less than thirty (30) nor more than sixty (60) calendar days’ notice to the Issuer (or such other notice period as may be specified in the relevant Final Terms) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount specified in the relevant Final Terms together with interest accrued to the date fixed for redemption.

To exercise such option the holder must deposit such Note with any Paying Agent at its specified office, together with a duly completed option exercise notice (**“Exercise Notice”**) in the form obtainable from any Paying Agent within the notice period. No Note so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

- (i) **Purchases:** The Issuer and its Subsidiaries shall have the right at all times to purchase Notes in the open market or otherwise at any price subject to the applicable laws and/or regulations.
- (j) **Cancellation:** All Notes purchased by or on behalf of the Issuer or any of its Subsidiaries may be redeemed by the Issuer.

## 7. Payments

- (a) Payments of principal and interest in respect of Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Notes at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a Bank.

**“Bank”** means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to T2.

- (b) **Payments in the United States:** Notwithstanding the foregoing, if any Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New



York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

- (c) **Payments Subject to Laws:** All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in the place of payment but without prejudice to the provisions of Condition 8 (*Taxation*) 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 8 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Noteholders in respect of such payments.
- (d) **Appointment of Agents:** The Fiscal Agent, the Paying Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent and the Paying Agents act solely as agents of the Issuer and the Calculation Agent(s) act(s) as independent experts(s) and, in each such case, do not assume any obligation or relationship of agency or trust for or with any Noteholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) Paying Agents having specified offices in at least two major European cities and (iv) such other agents as may be required by the applicable rules of any other stock exchange on which the Notes may be listed.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 14 (*Notices*).

- (e) **Non-Business Days:** If any date for payment in respect of any Note is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday) (A) on which banks and foreign exchange markets are open for business in the relevant place of presentation, (B) in such jurisdictions as shall be specified as “**Financial Centres**” in the relevant Final Terms and (C) (i) (in the case of a payment in a currency other than euro), where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (ii) (in the case of a payment in euro), which is a TARGET Business Day.

## 8. Taxation

- (a) All payments of principal and interest in respect of the Notes by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the Kingdom of Spain or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall pay such additional amounts as will result in receipt by the Noteholders after such withholding or deduction of such amounts

as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note presented for payment:

- (i) by, or on behalf of, a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note; or
  - (ii) to, or to a third party on behalf of, a holder who could have been able to avoid such deduction or withholding by presenting, in a timely manner, a valid certificate of tax residence and/or such other document evidencing its tax residence required by the competent tax authorities or in relation to whom the Issuer does not receive any relevant information as may be required in order to comply with Spanish tax disclosure obligations at that time (including due to any failure by the Fiscal Agent to provide the information required by Royal Decree 1065/2007); or
  - (iii) to, or to a third party on behalf of, a Spanish-resident legal entity subject to the Spanish Corporate Income Tax if the Spanish tax authorities determine that the Notes do not comply with applicable exemption requirements including those specified in the reply to a non-binding Consultation of the Directorate General for Taxation (*Dirección General de Tributos*) dated 27 July 2004 and require a withholding to be made; or
  - (iv) more than 30 days after the Relevant Date except to the extent that the holder of such Note would have been entitled to such additional amounts on presenting such Note for payment on the last day of such period of 30 days.
- (b) As used in these Conditions, “Relevant Date” in respect of any Note means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven (7) calendar days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note being made in accordance with the Conditions, such payment in full will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) “principal” shall be deemed to include any premium payable in respect of the Notes, all Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 (*Redemption, Purchase and Options*) or any amendment or supplement to it, (ii) “interest” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 (*Interest and other Calculations*) or any amendment or supplement to it and (iii) “principal” and/or “interest” shall be deemed to include any additional amounts that may be payable under this Condition.
- (c) Notwithstanding any other provision of these Conditions, any amounts to be paid by or on behalf of the Issuer on the Notes will be paid net of any deduction or withholding imposed or required pursuant to Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (or any law implementing such an intergovernmental agreement) (a “**FATCA Withholding Tax**”), and neither the Issuer nor any other person will be required to pay additional amounts on account of any FATCA Withholding Tax.
- (d) If the Issuer becomes subject at any time to any taxing jurisdiction other than the Kingdom of Spain, references in these Conditions to the Kingdom of Spain shall be construed as references to the Kingdom of Spain and/or such other jurisdiction.

## 9. Events of Default

If any of the following events (each an “**Event of Default**” and together “**Events of Default**”) occurs and is continuing, the holder of any Note may give written notice to the Issuer, at the specified office of the Fiscal Agent that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together (if applicable) with accrued interest to the date of payment shall become immediately due and payable without further action or formality:

- (a) **Non-payment:** the Issuer fails to pay any amount of principal or interest in respect of the Notes within fifteen (15) days of the due date for payment thereof; or
- (b) **Breach of other obligations:** the Issuer does not perform or comply with any of its other obligations under or in respect of the Notes which default is incapable of remedy or is not remedied within thirty (30) days after written notice thereof, addressed to the Issuer by any Noteholder, has been delivered to the Issuer or to the Specified Office of the Fiscal Agent; or
- (c) **Cross default of Issuer or Material Subsidiary:**
  - (i) any present or future indebtedness of the Issuer or any of its Material Subsidiaries is not paid when due or (as the case may be) within any originally applicable grace period;
  - (ii) any such indebtedness becomes due and payable prior to its stated maturity by reason of any event of default (howsoever described); or
  - (iii) the Issuer or any of its Material Subsidiaries fails to pay when due or (as the case may be) within any originally applicable grace period any amount payable by it under any guarantee for, or indemnity in respect of, any indebtedness,

*provided that* the amount of indebtedness due (or in the case of (i) above, unpaid) referred to in sub-paragraph (i) and/or sub-paragraph (ii) above and/or the amount unpaid under any guarantee or indemnity referred to in sub-paragraph (iii) above equals or exceeds EUR 75,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the euro as quoted by any leading bank on the day on which this paragraph operates; or

- (d) **Insolvency, etc:** the Issuer or any of its Material Subsidiaries announces that it is insolvent or bankrupt or unable to pay its debts as they fall due, a court commences insolvency proceedings against the Issuer, any corporate action or legal proceeding is taken in relation to the suspension of payment of all or substantially all of the debts of the Issuer, the Issuer proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of its debts generally or a moratorium is agreed or declared in respect of or affecting all or substantially all of the debts of the Issuer or any of its Material Subsidiaries; or
- (e) **Winding up:** an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer or any of its Material Subsidiaries, or through a formal action from its Board of Directors the Issuer or any of its Material Subsidiaries ceases or threatens to cease to carry on all or substantially all of its business or operations, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation or any other structural modification (*modificación estructural*) carried out in accordance with the Spanish Royal Decree-law 5/2023 (as amended or replaced from time to time) (i) while solvent or (ii) otherwise on terms approved by an Extraordinary Resolution of the Noteholders; or
- (f) **Enforcement Proceedings:** a distress, attachment, execution or other legal process for an amount equal to or in excess of EUR 75,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the euro as quoted by any leading bank on the day on which this paragraph operates) is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer or

any of its Material Subsidiaries and is not discharged or stayed within 30 days from the date on which the legal period to pay has elapsed; or

- (g) **Enforcement of charges:** any step is taken to enforce any mortgage, charge, pledge, lien or other encumbrance present or future securing an amount equal to or in excess of EUR 75,000,000 or its equivalent (on the basis of the middle spot rate for the relevant currency against the euro as quoted by any leading bank on the day on which this paragraph operates), created or assumed by the Issuer (including by the taking of possession or the appointment of a receiver, administrative receiver, administrator, manager or other similar person); or
- (h) **Illegality:** it is or becomes unlawful for the Issuer to perform or comply with any one or more of its obligations under or in respect of any of the Notes; or
- (i) **Analogous event:** any event occurs has a similar effect to any of the events referred to in paragraphs (d), (e), (f) and (g) above.

## 10. Prescription

Claims against the Issuer for payment in respect of the Notes shall be prescribed and become void unless made within three (3) years from the appropriate Relevant Date in respect of them.

## 11. Meeting of the Noteholders and Modifications

This Condition contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including including the sanctioning by Extraordinary Resolution of a modification of any provision of these Conditions. The Agency Agreement contains certain additional provisions which regulate procedural matters in relation to meetings of Holders.

- (a) **Interpretation:** References in this Condition to the Notes are to the Series of Notes in respect of which Meeting is, or is proposed to be, convened.
- (b) **Convening of Meeting:** The Issuer may convene a Meeting at any time, and shall be obliged to do so upon the request in writing of Noteholders holding not less than 10 per cent. amount of the outstanding Notes.
- (c) **Notice:** At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the relevant Meeting is to be held) specifying the date, time and place of the Meeting (or, in the case of virtual meetings, the details of the electronic platform to be used and the means to attend and participate in it) shall be given to the Noteholders and the Paying Agents (with a copy to the Issuer). The notice shall set out the full text of any resolutions to be proposed and shall state that the Notes may be deposited with, or to the order of any Paying Agent for the purpose of obtaining Voting Certificates not later than 48 hours before the time fixed for the Meeting.
- (d) **Chairperson:** An individual (who may, but need not, be a Noteholder) nominated in writing by the Issuer may take the chair at any Meeting but, if no such nomination is made or if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present shall elect one of themselves to take the chair failing which, the Issuer may appoint a Chairperson. The Chairperson of an adjourned Meeting need not be the same person as was the Chairperson of the original Meeting.
- (e) **Quorum:** The quorum at any Meeting shall be one or more Voters representing or holding not less than the Relevant Fraction of the aggregate principal amount of the outstanding Notes; provided, however, that, so long as at least the Relevant Fraction of the aggregate principal amount of the outstanding Notes is represented by a Global Note, a single Proxy representing the holder thereof shall be deemed to be one or more Voters for the purpose of forming a quorum.
- (f) **Adjournment for want of quorum:** If within 15 minutes after the time fixed for any Meeting a quorum is not present, then:

- (a) in the case of a Meeting requested by Noteholders, it shall be dissolved; and
- (b) in the case of any other Meeting, it shall be adjourned for such period (which shall be not less than 14 days and not more than 42 days) and to such place as the Chairperson determines; *provided, however, that:*
  - (i) the Meeting shall be dissolved if the Issuer so decides; and
  - (ii) no Meeting may be adjourned more than once for want of a quorum.
- (g) **Adjourned Meeting:** The Chairperson may, with the consent of (and shall if directed by) any Meeting, adjourn such Meeting from time to time and from place to place (including prescribe the holding of the Meeting by conference call, including by use of a videoconference platform in circumstances where it may be impractical or inadvisable to hold a physical Meeting), but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.
- (h) **Notice following adjournment:** Condition 11 (c) shall apply to any Meeting which is to be resumed after adjournment for want of a quorum save that:
  - (a) ten days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be sufficient; and
  - (b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.
- (i) **Participation:** The following may attend and speak at a Meeting:
  - (a) Voters;
  - (b) representatives of the Issuer and the Fiscal Agent;
  - (c) the financial advisers of the Issuer;
  - (d) the legal counsel to the Issuer and the Fiscal Agent; and
  - (e) any other person approved by the Meeting.
- (j) **Show of hands:** Every question submitted to a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result is declared, the Chairperson's declaration that on a show of hands a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the resolution. Where there is only one Voter, this paragraph shall not apply and the resolution will immediately be decided by means of a poll.
- (k) **Poll:** A demand for a poll shall be valid if it is made by the Chairperson, the Issuer or one or more Voters representing or holding not less than one fiftieth of the aggregate principal amount of the outstanding Notes. The poll may be taken immediately or after such adjournment as the Chairperson directs, but any poll demanded on the election of the Chairperson or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business as the Chairperson directs.
- (l) **Votes:** Every Voter shall have:
  - (a) on a show of hands, one vote; and
  - (b) on a poll, the number of votes obtained by dividing the aggregate principal amount of the outstanding Note(s) represented or held by him by the unit of currency in which the Notes are denominated.

In the case of a voting tie the Chairperson shall have a casting vote.

Unless the terms of any Block Voting Instruction state otherwise, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same way.

- (m) **Powers:** A Meeting shall have power (exercisable by Extraordinary Resolution), without prejudice to any other powers conferred on it or any other person:
  - (a) to approve any Reserved Matter;
  - (b) to approve any proposal by the Issuer for any modification, abrogation, variation or compromise of any of these Conditions or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes;
  - (c) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Notes, or any act or omission which might otherwise constitute an event of default under the Notes;
  - (d) to authorise the Fiscal Agent or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;
  - (e) to give any other authorisation or approval which is required to be given by Extraordinary Resolution; and
  - (f) to appoint any persons as a committee to represent the interests of the Noteholders and to confer upon such committee any powers which the Noteholders could themselves exercise by Extraordinary Resolution.
- (n) **Resolutions bind all holders:** A resolution shall be binding upon all Noteholders whether or not present at such Meeting and each of the Noteholders shall be bound to give effect to it accordingly. Notice of the result of every vote on an Extraordinary Resolution shall be given to the Noteholders and the Paying Agents (with a copy to the Issuer) within 14 days of the conclusion of the Meeting.
- (o) **Minutes:** Minutes shall be made of all resolutions and proceedings at each Meeting. The Chairperson shall sign the minutes, which shall be prima facie evidence of the proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.
- (p) **Written Resolution:** A Written Resolution shall take effect as if it were an Extraordinary Resolution.
- (q) **Modification:** The Notes and these Conditions may be amended without the consent of the Noteholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

For the purposes of this Condition 11,

**“Block Voting Instruction”** means, in relation to any Meeting, a document in the English language issued by a Paying Agent for holders of Notes:

- (a) certifying that certain specified Notes have been deposited with such Paying Agent (or to the order of such Paying Agent) or blocked in an account with a clearing system and will not be released until the earlier of:
  - (i) the conclusion of the Meeting; and

- (ii) the surrender to such Paying Agent not less than 48 hours before the time fixed for the Meeting (or, if the Meeting has been adjourned, the time fixed for its resumption), of the receipt for the deposited or blocked Notes and notification thereof by such Paying Agent to the Issuer;
- (b) certifying that the depositor of each deposited Note or a duly authorised person on its behalf has instructed the relevant Paying Agent that the votes attributable to such deposited Note are to be cast in a particular way on each resolution to be put to the Meeting and that, during the period of 48 hours before the time fixed for the Meeting, such instructions may not be amended or revoked;
- (c) listing the total number and (if in definitive form) the certificate numbers of the deposited Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution; and
- (d) authorising a named individual or individuals to vote in respect of the deposited Notes in accordance with such instructions;

**“Chairperson”** means, in relation to any Meeting, the individual who takes the chair in accordance with this Condition;

**“Extraordinary Resolution”** means a resolution passed at a Meeting duly convened and held in accordance with this Condition by a majority of not less than two thirds or, at any adjourned meeting, not less than one third of the aggregate principal amount of the outstanding Notes represented or held by Voters actually present at the Meeting;

**“Global Note”** means a Global Note (whether in temporary or permanent form) issued pursuant to the Agency Agreement;

**“Meeting”** means a meeting of Noteholders, whether originally convened or resumed following an adjournment, and whether it is to be held as a physical meeting attended by persons present in person or as a virtual meeting to be held via an electronic platform (including, without limitation, telephone and video conference call and application technology systems).

**“Reserved Matter”** means any proposal:

- (a) to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment;
- (b) to change the currency in which amounts due in respect of the Notes are payable;
- (c) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution; or
- (d) to amend this definition;

**“Proxy”** means, in relation to any Meeting, a person appointed to vote under a Block Voting Instruction by a holder of a Note other than:

- (a) any such person whose appointment has been revoked and in relation to whom the Fiscal Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for such Meeting; and
- (b) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been re-appointed to vote at the Meeting when it is resumed;

**“Relevant Fraction”** means:

- (a) for all business other than voting on an Extraordinary Resolution, one tenth of the aggregate principal amount of the outstanding Notes;
- (b) for voting on any Extraordinary Resolution other than one relating to a Reserved Matter, one more than half of the aggregate principal amount of the outstanding Notes; and
- (c) for voting on any Extraordinary Resolution relating to a Reserved Matter, not less than two thirds of the aggregate principal amount of the outstanding Notes;

*provided, however, that*, in the case of a Meeting which has resumed after adjournment for want of a quorum it means:

- (i) for all business other than voting on an Extraordinary Resolution relating to a Reserved Matter, the fraction of the aggregate principal amount of the outstanding Notes represented or held by the Voters actually present at the Meeting; and
- (ii) for voting on any Extraordinary Resolution relating to a Reserved Matter, not less than one third of the aggregate principal amount of the outstanding Notes;

**“Voter”** means in relation to any Meeting, the bearer of a Voting Certificate, the bearer of a Definitive Note who produces such Definitive Noteholders, or a Proxy;

**“Voting Certificate”** means, in relation to any Meeting a certificate in the English language issued by a Paying Agent for Noteholders and dated in which it is stated:

- (a) that certain specified Notes have been deposited with such Paying Agent (or to its order at a bank or other depository) or blocked in an account with a clearing system and will not be released until the earlier of:
  - (i) the conclusion of the Meeting; and
  - (ii) the surrender of such certificate to such Paying Agent; and
- (b) that the bearer of such certificate is entitled to attend and vote at the Meeting in respect of the deposited Notes;

**“Written Resolution”** means a resolution in writing signed by or on behalf of Noteholders holding not less than two thirds of the aggregate principal amount of the outstanding Notes and who for the time being are entitled to receive notice of a Meeting, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such Noteholders;

## 12. Replacement of Notes

If a Note is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Fiscal Agent or such other Paying Agent, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note is subsequently presented for payment, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes) and otherwise as the Issuer may require. Mutilated or defaced Notes must be surrendered before replacements will be issued.

## 13. Further Issues

The Issuer may from time to time without the consent of the Noteholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in these Conditions to “Issue Date” shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to “Notes” shall be construed accordingly.



## 14. Notices

Notices required to be given to the holders of Notes pursuant to the Conditions shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the Financial Times) or, in the case of Notes represented by a Temporary Global Note or Permanent Global Note, if delivered to Euroclear Bank SA/NV and Clearstream Banking S.A. and/or any other relevant clearing system for communication by them to the persons shown in their respective records as having interests therein. So long as the Notes are listed and/or admitted to trading, notices required to be given to the holders of the Notes pursuant to the Conditions shall also be published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are listed/and or admitted to trading. If any such publication is not practicable, notice required to be given pursuant to the Conditions shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

## 15. Currency Indemnity

If any sum due from the Issuer in respect of the Notes or any order or judgment given or made in relation thereto has to be converted from the currency (the “**first currency**”) in which the same is payable under these Conditions or such order or judgment into another currency (the “**second currency**”) for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

## 16. Governing Law and Jurisdiction

- (a) **Governing law:** The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by Spanish law.
- (b) **Jurisdiction:** The Courts of the city of Madrid (Spain) are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with any Notes (including a dispute relating to any non-contractual obligations arising out of or in connection with the Notes) and that accordingly any suit, action or proceedings arising out of or in connection with the Notes (together referred to as “**Proceedings**”) will be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection which it may have now or hereinafter to the laying of the venue of any Proceedings in the Courts of the city of Madrid (Spain). This submission is made for the benefit of each of the Noteholders and shall not limit the right of any of them to take Proceedings in any other court of Member States in accordance with the Brussels Ia Regulation or of States that are parties to the Lugano II Convention nor shall the taking of Proceedings in one or more such jurisdictions preclude the taking of Proceedings in any other such jurisdiction (whether concurrently or not).

In this Condition 16:

“**Brussels Ia Regulation**” means Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended; and

**“Lugano II Convention”** means the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007.

## **17. Direct Rights**

Insofar as the Notes are in global form, the Issuer and each Noteholder will have agreed that, when each Noteholder elects so, the relevant Account Holder will immediately acquire the right under this Condition 17 and the provisions of the Global Notes, to claim and receive all payments due at any time in respect of the relevant portion of the corresponding Notes credited in the securities account of the Account Holder (the **“Direct Rights”**) and, from that time, the said Noteholder will have no further rights under the Global Notes, with respect to that relevant portion of the Notes (but without prejudice to the rights which the Noteholder or any other person may have under the relevant Global Note).

In this Condition 17:

**“Account Holder”** means a holder of a securities account, except for a Clearing System or a Custodian to the extent that any securities, or rights in respect of securities, credited to such Clearing System or Custodian’s securities account are held by such Clearing System or Custodian for the account or benefit of a holder of a securities account with that Clearing System or Custodian;

**“Clearing System”** means Clearstream, Luxembourg, Euroclear or any alternative clearing system specified in the relevant Final Terms;

**“Clearstream, Luxembourg”** means Clearstream Banking S.A.;

**“Custodian”** means a person who acknowledges to a Clearing System (or to a Custodian and therefore indirectly to a Clearing System) that it holds securities, or rights in respect of securities, for the account or benefit of that Clearing System (or Custodian); and

**“Euroclear”** means Euroclear Bank SA/NV.

## SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

### 1. Initial Issue of Notes

If the Global Notes are stated in the applicable Final Terms to be issued in NGN form, the Global Notes will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Notes with the Common Safekeeper 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.

Global notes which are issued in CGN form may be delivered on or prior to the original issue date of the Tranche to a Common Depositary.

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depositary for Euroclear and Clearstream, Luxembourg (the Common Depositary) will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. If the Global Note is a NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

### 2. Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other permitted clearing system (“**Alternative Clearing System**”) as the holder of a Note represented by a Global Note must look solely to Euroclear, Clearstream, Luxembourg or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note, and in relation to all other rights arising under the Global Notes, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note, as the case may be, in respect of each amount so paid.

## 3 Exchange

### 3.1 Temporary Global Notes

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (i) if the relevant Final Terms indicates that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “*General Description of the Programme*”), in whole, but not in part, for the Definitive Notes defined and described below; and
- (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership substantially in the form set out in the Agency Agreement for interests in a permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

### 3.2 Permanent Global Notes

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under paragraph 3.3 below, in part for Definitive Notes:

- (i) if the permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so; or
- (ii) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only.

### **3.3 Partial Exchange of Permanent Global Notes**

For so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note will be exchangeable in part on one or more occasions for Definitive Notes if principal in respect of any Notes is not paid when due.

### **3.4 Delivery of Notes**

If the Global Note is a CGN, on or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a Temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a Temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes or if the Global Note is a NGN, the Issuer will procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system. In this Base Prospectus, “Definitive Notes” means, in relation to any Global Note, the definitive Notes for which such Global Note may be exchanged. Definitive Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

### **3.5 Exchange Date**

“**Exchange Date**” means, in relation to a Temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

## **4 Amendment to Conditions**

The Temporary Global Notes, permanent Global Notes contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Base Prospectus. The following is a summary of certain of those provisions:

### **4.1 Payments**

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes is improperly withheld or refused. Payments on any Temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made

against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note in CGN form will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. If the Global Note is a NGN, the Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note will be reduced accordingly. Payments under a NGN will be made to its holder. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge. For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of "business day" set out in Condition 7(e) (*Non-Business Days*).

So long as the Notes are represented by a Global Note and the Global Note is held on behalf of a clearing system, the Issuer has undertaken, *inter alia*, to pay interest in respect of such Notes from the Interest Commencement Date in arrear at the rates, on the dates for payment, and in accordance with the method of calculation provided for in the Conditions, save that the calculation is made in respect of the total aggregate amount of the Notes represented by the Global Note.

#### **4.2 Prescription**

Claims against the Issuer in respect of Notes that are represented by a Permanent Global Note will become void unless it is presented for payment within a period of three years from the appropriate Relevant Date (as defined in Condition 8 (*Taxation*)).

#### **4.3 General Meeting**

The holder of a Permanent Global Note be treated as being two persons for the purposes of any quorum requirements of a General Meeting and, at any such meeting, the holder of a Permanent Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes.

#### **4.4 Cancellation**

Cancellation of any Note represented by a Permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be affected by reduction in the nominal amount of the relevant Permanent Global Note.

#### **4.5 Purchase**

Notes represented by a Permanent Global Note may only be purchased by the Issuer or any of its subsidiaries if they are purchased together with the rights to receive all future payments of interest.

#### **4.6 Issuer's Option**

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a Permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the certificate numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) or any other Alternative Clearing System (as the case may be).

#### **4.7 Noteholders' Options**

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a Permanent Global Note may be exercised by the holder of the Permanent Global Note giving notice to the Fiscal Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent and stating the nominal amount of Notes in respect of which the option is exercised and at the same time, where the Permanent Global Note is a CGN, presenting the Permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation. Where the Global Note is a NGN, the Issuer shall procure that details of such exercise shall be entered *pro rata* in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

#### **4.8 NGN nominal amount**

Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

#### **4.9 Events of Default**

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 9 (*Events of Default*) by stating in the notice to the Fiscal Agent the nominal amount of such Global Note that is becoming due and repayable. Following any such acquisition of direct rights, the Global Note will become void as to the specified portion, as the case may be.

#### **4.10 Notices**

So long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note, except that so long as the Notes are listed on Euronext Dublin's regulated market and the rules of that exchange so require, notices shall also be published either on the website of Euronext Dublin (<https://live.euronext.com>) or in a leading daily English language newspaper having general circulation in Europe (which is expected to be the *Financial Times*).

## **USE OF PROCEEDS**

The net proceeds of the issue of Notes under the Programme from time to time will be used for the Issuer's general corporate purposes. If in respect of any particular issue of Notes, there is a particular identified use of proceeds, this will be stated in the relevant Final Terms.

## DESCRIPTION OF THE ISSUER

### GENERAL INFORMATION

The Issuer was incorporated in Spain for an indefinite period on 15 June 1990 as a public limited company (a *sociedad anónima* or S.A.), it is registered with the Madrid Commercial Registry at volume (*tomo*) 275, sheet (*folio*) 165 and page (*hoja*) M-5555. It is also registered under the number 8795 in the Register of Institutions maintained by the Bank of Spain.

The Issuer's registered office is located at Carretera Nacional I, Km. 14,500, 28108, Alcobendas, Madrid, Spain, with telephone number "+34 91 468 91 94" and its corporate website is <https://www.pass.carrefour.es/investors-relationship>. The information on this website does not form part of this Base Prospectus unless that information is explicitly incorporated by reference into this Base Prospectus.

The Issuer is governed by the Restated Text of the Spanish Companies Law approved by Royal Legislative Decree 1/2010, of 2 July (*Texto Refundido de la Ley de Sociedades de Capital, aprobado por Real Decreto Legislativo 1/2010, de 2 de julio*) (the "*Spanish Companies Law*"). Moreover, in its condition of financial credit establishment (*establecimiento financiero de crédito*) and hybrid payment entity (*entidad de pago híbrida*), the Issuer is subject to the specific rules and regulations applicable to financial institutions (see — "*Regulatory Framework*").

The corporate purpose of the Issuer specified in Article 2 of its by-laws (*estatutos*) is to provide (i) lending activities (consumer credit, credit agreements relating to immovable property and financing of commercial transactions), (ii) factoring (with or without recourse), (iii) certain payment services such as the issuing of credit cards and (iv) guarantees and similar commitments.

The Issuer is integrated in a consolidated group of companies, the parent company of which is Carrefour, S.A. (the "**Carrefour Group**").

### HISTORY

On 15 June 1990, the Issuer was incorporated under the corporate name "Financiera Pryca Entidad de Financiación, S.A." by the entities (i) Hipermercados Pryca, S.A. (now, Centros Comerciales Carrefour, S.A.), (ii) Société des Paiements Pass, S.A. (now, Carrefour Banque, S.A.), and (iii) Fimestic (now, BNP Paribas Personal Finance, S.A.) as shareholders.

On 2 August 1996, the Issuer was converted into a financial credit institution (*Establecimiento Financiero de Crédito*).

On 10 November 2001, the Issuer adopted its current corporate name, that is, "Servicios Financieros Carrefour, E.F.C., S.A.".

In 2003, the Issuer entered into an agreement with Sistema 4B, S.A. (at that time, main member of Visa International and Mastercard International to access the services provided by Sistema 4B, S.A., including services related to means of payment programs, electronic funds transfer services and other interbank cooperation services, all through the computerised processing of transactions related to credit or debit cards and terminals at point of sale. As a result, the credit cards issued by SFC (the "**PASS Cards**") were universalized (i.e. allowing for the use of PASS Cards, also in establishments other than Carrefour Group establishments), becoming Visa PASS Cards associated to the "Telebanco 4B" service'. This agreement is no longer in force.

In 2014, the Issuer signed a collaboration agreement with MasterCard for the purposes of 'issuing MasterCard-branded payment cards. A new collaboration agreement was signed in December 2024.

### BUSINESS OVERVIEW

Servicios Financieros Carrefour's activity is focused on the distribution of financial products (payments cards, credit solutions and third-party insurance policies) as external collaborator (*colaborador externo*) of Carrefour's



insurance broker (Correduría de Seguros Carrefour, S.L.) to individual clients using various methods of distribution, while offering discounts and advantages through the PASS Card.

The values of Servicios Financieros Carrefour are aligned to those of the Carrefour Group, with the aim of offering quality financial products and services to the largest number of customers at competitive prices. The development of Servicios Financieros Carrefour's activity is an integral part of the strategy of Carrefour Group. However, SFC has full autonomy in making all lending decisions. Servicios Financieros Carrefour is a self-standing business which aims to leverage its existing relationship with Carrefour Group by offering its clients payment cards and financial solutions, whilst at the same time creating its own business network for the distribution of its products through online and telephone sales.

The Issuer's strategy comprises the following priority areas: (i) the focus on achieving customer satisfaction through the Issuer's products and services by improving them and committing firmly to digitalisation; (ii) an ongoing adaptation to regulatory requirements; and market best practices, particularly concerning transparency in the design and marketing of products; and (iii) a continued emphasis on controlling expenses and provisioning.

Servicios Financieros Carrefour has developed a responsible approach to commercialising its lending products, by seeking to reduce the risks of over-indebtedness by means of appropriate credit scoring of its customers.

Contributions by its shareholders are material for the Issuer: while the Carrefour Group contributes with its strong retail position and network in Spain (including the Club Carrefour customer base – around 10 million members at 31 December 2024), which is material for the distribution of Servicios Financieros Carrefour's products, BNP Personal Finance, S.A., through Cetelem, contributes with its expertise in consumer lending and certain information technology infrastructure.

Servicios Financieros Carrefour has a high "Credit to retail revenue ratio"<sup>6</sup> (both considering the retail revenues of the Carrefour Group in Spain only and also when considering the average retail revenues of the Carrefour Group in France, Belgium and Spain) when compared to other European retailers.

### ***The Atenea Transformation Plan***

In 2024, the Issuer launched a transformation plan, whose main pillars are a lending approach (focused on promoting personal loans and consumer loans (over revolving credit) and seeking to adapt to each customer the product which better fits to its needs maintaining Servicios Financieros Carrefour's profitability), a new value proposition, new digital capabilities, extensive utilisation of machine learning, data analysis and artificial intelligence (aiming at an optimisation of the benefits of these technologies), and asset and cost optimisation. (the "**Atenea Transformation Plan**").

The Atenea Transformation Plan envisages a new means of payment portfolio with segment specialisation, which aims to increase the new customers. It also focuses on the connection with the Carrefour group by increasing the distribution engagement, aiming to increase the Carrefour Group clients captured (through the use of a new marketing approach and data analysis) with the following targets: an increase in 3 percentage points in the utilisation of PASS Cards in the Carrefour Group and an increase in 5 percentage points in the lending share in the Carrefour Group. The plan also aims at increasing the payment means profitability (acting both in revenues and costs), with a new subscription fee service model and a new operating model, and at changing the product mix (with pre-approved personal loans or giving more relevance to instalment products than to revolving credit). The business model transformation with a focus on customer experience also targets to increase the credit production.

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<sup>6</sup> "Credit to retail revenue ratio" is the percentage that the credit outstanding represents to the retail revenues. As of 31 December 2023, the credit outstanding of the Issuer amounted to EUR 2.1 billion, the retail revenues of the Carrefour Group in Spain amounted to 11.8 billion and the "Credit to retail revenue ratio" of Servicios Financieros Carrefour was 17.6 per cent.

The Atenea Transformation Plan also includes tools and models designed for upscaling Servicios Financieros Carrefour's profitability management, such as a personal loan pricing tool, an instalment pricing tool, a limit by product model, profitability tools and a financial planning tool.

As for the operational side, the Atenea Transformation Plan focuses on ensuring cybersecurity, an efficient means of payment model and on the automation of operations.

The Atenea Transformation Plan also envisages cultural, organizational and governance changes (which included the new management team currently in place).

The Atenea Transformation Plan has begun to show some results as the Issuer has experienced a raise in its credit production in the second semester of 2024 due, amongst others, to pre-approved personal loans and instalment products (combined with end-of-year commercial campaigns) and a strong growth in card acquisitions in November and October 2024 due to, amongst others, the contribution of the Carrefour Group team dedicated to sales of electronic products (with coaching and sales initiatives) and a growth in digital sales. This trend has continued in 2025, between January 2025 and April 2025 Servicios Financieros Carrefour increased card acquisitions by around a 45 per cent. when compared to the period between January 2024 and April 2024 and in May 2025 card acquisition grew a 72 per cent. when compared to May 2024.

Servicios Financieros Carrefour believes that some credit solutions, as "buy-now-pay-later"<sup>7</sup>, allow it to improve its results, as it believes that there is a large room for growth in solutions similar to "buy-now-pay-later" given the reduced "buy-now-pay-later" share of e-commerce in Spain when compared to other European peers.

### **Principal activities**

Whilst the Issuer is duly licensed to provide (i) lending activities (consumer credit, credit agreements relating to immovable property and financing of commercial transactions), (ii) factoring (with or without recourse), (iii) certain payment services such as the issuing of credit cards, and (iv) guarantees and similar commitments, the Issuer is currently only engaged in the provision of consumer credit to individuals (either linked to the use of the Pass Cards or taking the form of separate loans to finance specific transactions).

The granting of financing is limited to Spanish residents.

The Issuer has developed the following products:

### ***Means of Payment***

Currently, SFC issues MasterCard-branded payment cards which are commercially known as "PASS Cards", with about 2.5 million PASS Card holders as at 31 December 2024 (about 2.4 million PASS Card holders as at 31 December 2023), about 1.6 million of which were active users as at 31 December 2024 (about 1.6 million as at 31 December 2023).

PASS Cards are international bank cards that cater for payments both within and outside Carrefour Group establishments. Credit under PASS Cards is settled either immediately or at the end of the calendar month and does not accrue interest (this option – "transactor" option – is the option by default), but PASS Cards also contain a revolving credit option that can be used by holders, with minimum instalments (a percentage of the credit limit) and accruing interest. The "transactor" option and the "revolving" option have credit limits separated and differentiated. A PASS Card cannot be used until five or seven days from its acquisition.

PASS Cards come with features and payment facilities, such as (i) the deferral of payments up to three months without interest in Carrefour Group establishments; (ii) contactless payments with both the physical card and the mobile phone, (iii) 100 per cent. warranty on the quality of the Carrefour Group's products and insurance against theft or breakage, (iv) Carrefour's loyalty benefits and (v) the guarantee of assistance and insurance

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<sup>7</sup> "Buy-now-pay-later" is a type of consumer loan aimed to finance purchases. For internal purposes, SFC refers to these products as "instalment products" (see "*credit solutions*").

provided by MasterCard. In addition, through the use of the Carrefour App, PASS Card users can see how much discount (referred to as “cash-back” vouchers) they have gained through the card usage (2 per cent. in purchases in Carrefour Group stores and 1 per cent. in purchases outside Carrefour Group stores).

Servicios Financieros Carrefour earns income from the PASS Card by receiving commissions and annual fees.

With card acquisition totalling approximately 172,000 in 2024 (approximately 149,000 in 2023), SFC was the second credit card issuer both in the banking industry (with a 20.5 per cent. market share in Spain in 2024) and in the retail sector (with a 34.4 per cent. market share in Spain in 2024), as declared by the customers (source: *Inmark “Barómetro tarjetas segmento particulares España 2024”*). Moreover, PASS Cards had a higher customer satisfaction rate (8.6) than the average of Spanish banking entities (7.2) (source: *Stiga “Benchmarking de Satisfacción de clientes en 2022”*).

Servicios Financieros Carrefour manages the promotion and commercialisation of the PASS Card as well as the transactions which take place using the card.

### **Credit Solutions**

The credit solutions offered by the Issuer are:

- (i) Revolving credit is linked to the use of revolving PASS Card. A PASS Card holder has a specific amount of credit authorised to be used for purchases using the PASS Card or to be credited to the bank account of choice of the PASS Card holder. When an amount is repaid, the PASS Card holder can re-use the available credit within the limit previously set by SFC.

Servicios Financieros Carrefour provides revolving credit to approximately 500,000 revolving customers as at 31 December 2024, with a total balance of EUR 915 million as at 31 December 2024 (approximately 540,000 revolving customers as at 31 December 2023 and a total balance of EUR 988 million as at 31 December 2023), which represented 45.3 per cent. of the total credit portfolio of the Issuer as at 31 December 2024 (48.1 per cent. as at 31 December 2023).

- (ii) Personal loans are provided to Servicios Financieros Carrefour’s customers not necessarily linked to a purchase, up to a maximum amount of EUR 30,000. Interest at an annual fixed rate and payable monthly is charged on this type of credit and the principal is repayable in instalments.

Servicios Financieros Carrefour grants more than 130,000 personal loans per year with a portfolio of approximately 117,000 loans as at 31 December 2024 and a balance of EUR 835 million as at 31 December 2024 (approximately 120,000 loans as at 31 December 2023 and a balance of EUR 826 million as at 31 December 2023), which represented a 41.3 per cent. of the total credit portfolio of the Issuer as at 31 December 2024 (40.2 per cent. as at 31 December 2023).

- (iii) Consumer loans that can be either (i) “classic credit” for purchases of specifically earmarked goods at Carrefour Group stores or (ii) “instalment products” to finance purchases to be made by Servicios Financieros Carrefour’s customers both at Carrefour Group stores and at establishments which do not belong to the Carrefour Group (which includes “buy-now-pay-later” financing. Consumer loans accrue interest at an annual fixed rate that is payable monthly and the principal is repayable in instalments.

Servicios Financieros Carrefour’s consumer loans portfolio contains about 400,000 loans as at 31 December 2024, with a balance of EUR 135 million as at 31 December 2024 (about 349,000 loans as at 31 December 2023 and a balance of EUR 113 million as at 31 December 2023), which represented 6.7 per cent. of the total credit portfolio of the Issuer as at 31 December 2024 (5.5 per cent. as at 31 December 2023).

At 31 December 2024, the Issuer’s total credit outstanding was EUR 2,033 million (EUR 2,077 million at 31 December 2023).

During 2024, Servicios Financieros Carrefour granted EUR 1,120.5 million in credit to its customers (EUR 1,099.2 million in 2023), reflecting an increase of 1.9 per cent. compared to the previous year. Based on the type of credit, the distribution during 2024 and 2023 is as follows (in millions of euros):

- Revolving credit: EUR 537.9 million in 2024 (EUR 596.7 million in 2023).
- Personal loans: EUR 297.2 million in 2024 (EUR 252.6 million in 2023).
- Consumer loans: EUR 285.4 million in 2024 (EUR 249.9 million in 2023).

### ***Insurance protection***

In addition, Servicios Financieros Carrefour distributes third-party insurance policies as external collaborator (*colaborador externo*) of Carrefour's insurance broker (Correduría de Seguros Carrefour, S.L.), with approximately 303,000 insurance policies distributed by Servicios Financieros Carrefour in place as at 31 December 2024 (approximately 330,000 at 31 December 2023). Out of the personal loans and of the consumer loans portfolio of Servicios Financieros Carrefour at 31 December 2024, approximately 63 per cent. benefited from insurance protection distributed by Servicios Financieros Carrefour (66 per cent. at 31 December 2023); and out of the revolving credit portfolio of Servicios Financieros Carrefour at 31 December 2024, approximately 43 per cent. benefited from insurance protection distributed by Servicios Financieros Carrefour (44 per cent. at 31 December 2023).

The Issuer receives a fee for the distribution of third-party insurance policies.

### **Distribution**

The Issuer has focused on the accessibility of its products through the following distribution channels:

- (a) *Digital channels.* This unassisted distribution channel operates through two platforms: the Carrefour App and SFC's website. The Carrefour App is designed for existing customers, offering a fully segmented commercial offer by different customers' profiles. In contrast, the website allows any user to contract products outside the customer area; however, upon accessing the customer area, the offer becomes segmented. Servicios Financieros Carrefour has 80 per cent. of digital operative clients.

The Carrefour App has enabled the PASS Cards digital penetration rate to grow by more than 20 per cent. from 2019 to 2023.

- (b) *Telephone channel.* This distribution channel combines unassisted sales with agent-assisted sales. For assisted sales, there are two modalities: sales to customers calling for inquiries and proactive sales through outbound calls to segmented customers. These calls can be made by an internal call centre or through an external service provider.
- (c) *Physical channel.* This distribution channel includes establishments where customers can make purchases using their card. The Issuer generates new customers both in Carrefour Group establishments and non-Carrefour Group establishments. As at 31 December 2024, the Carrefour Group had about 1,500 points of sale in Spain and approximately 10 per cent. of revenue share in the Spanish market (source *Kantar Worldpanel, grocery market share in Spain* (<https://www.kantarworldpanel.com/es/grocery-market-share/spain>)).
- (d) *Sales Forces.* Additionally, external personnel are used for customer engagement in hypermarkets. Servicios Financieros Carrefour has a sales team of 120 salespeople in Carrefour Group establishments.

Club Carrefour, which includes Carrefour's fidelity card and its dedicated website and, at 31 December 2024, had around 10 million members, is also relevant for the distribution of Servicios Financieros Carrefour's products.

## **INFORMATION TECHNOLOGY**

SFC is integrated in the Carrefour Group technological model (which is currently implementing new artificial intelligence tools), sharing data capabilities, top tech stack (such as Sales Force, Google Cloud and Geminis), a common Application Programming Interface (“API”) and monitoring services for front-end.

The Issuer’s core banking capabilities are provided by Cetelem Servicios Informáticos, A.I.E., that carries out SFC computational processes and provides information, means of payments and finance services. The management, monitoring and collection services are carried out by Cetelem Gestión, A.I.E.

### **I+D**

In recent years, Servicios Financieros Carrefour has focused its technological efforts on creating solutions aimed at business development, providing higher level of services to customers and automating business processes, as well as evolving decision-making processes using advanced analytical models.

In 2024, the technological activity focused on the following areas:

- Development of new financial products, as well as associated marketing/commercialisation capacities and modifications in internal processes to manage them effectively;
- Automation and processes production, with the aim of improving the efficiency of the organisation, through the implementation of robots that eliminate manual workload and improve the quality of execution; and
- Continuous investment in Servicios Financieros Carrefour’s technological capacities of data utilisation. A particularly intense effort has been made towards the update and technological enhancement of various data models used for the risk assessment and marketing of financial products.

Information security has continued to evolve, with a focus on risk management and continuous improvement. Additionally, work towards the definition of a compliance framework for privacy management has continued in order to formalise the data processing analysis processes and risk assessment by external service providers, enabling compliance with data protection.

## **RISK MANAGEMENT**

SFC Risk management is fully embedded across all areas, with the following three lines of defense:

- the policies and procedures established within the Carrefour Group and the financial sector to manage the risks arising from SFC’s business activity, such as the scoring models (including a behavioural scoring model) to individually assess new customers, the recovery management, the financial and controlling functions over the current portfolio and new credit production, and the daily monitoring of claims and lawsuits;
- the permanent control function for global risk management, legal and regulatory risk compliance, which includes a technical unit for anti-money laundering, an IT security area operationally linked to the IT area of the Carrefour Group in Spain and a cybersecurity framework compliant with the EU Digital Operational Resilience Act (DORA); and
- an internal audit model to ensure proper risk management across all areas of the organization, and an external audit for the overall risk management, coordinated by the internal audit team.

For origination decisioning, the Issuer has a several steps process to qualify risk and a highly flexible origination model supported by scoring models (per product and per channel) developed by SFC.

The recoveries model has strongly evolved through the last years. It is based firstly on anticipation (before default), offering solutions to avoid non-payment (SFC estimates that it can avoid new delinquencies for an amount of around EUR 14 million by month in this phase), secondly (before 30 days of non-payment) on a 360°

strategy to manage a customer first nonpayment, with segmentation to classify the portfolio by propensity to pay (with regards this second stage, SFC estimates that its recovery policy has an efficiency of around 77 per cent.), on intensive and personalised management with specialised debt collection agencies in a third phase (between 30 and 180 days of non-payment) (with regards this third stage, SFC estimates that its recovery policy has an efficiency of around 54 per cent.), and finally (after 180 days of non-payment) with fast and intensive actions and normally executing a sale of non-performing loans each year (in this regard, SFC is currently negotiating its annual sale of loans (in this case consisting mostly of non-performing loans) for an expected amount of EUR 150 million and expected to be executed on or around the end of the first semester of 2025). The recovery strategy also contemplates a segmentation and channels strategy focused on saving provisions and advance recoveries by a wide range of communication channels, payment options, models and recovery tools.

## REGULATORY FRAMEWORK

The Issuer is a hybrid entity, licensed simultaneously as a financial credit establishment and as a hybrid payment institution (*establecimiento financiero de crédito - entidad de pago*), thus authorised to (i) provide certain lending services, including consumer-focused lending activities; (ii) provide factoring, with or without recourse, together with any ancillary activities linked thereto; (iii) engage in the issuance of payment instruments and the acquisition of payment transactions; and (iv) grant guarantees and underwrite similar commitments. Due to its regulatory character, the Issuer is subject to the supervision of the Bank of Spain from a licensing, prudential and conduct of business perspective.

The legal regime of financial credit establishments is set forth by (i) Title II of Law 5/2015, of 27 April, on the promotion of business financing (*Título II de la Ley 5/2015, de 27 de abril, de fomento de la financiación empresarial*); and (ii) Royal Decree 309/2020, of 11 February on the legal regime of financial credit establishments (*Real Decreto 309/2020, de 11 de febrero, sobre el régimen jurídico de los establecimientos financieros de crédito*).

In accordance with the above, due to its consideration as a financial credit establishment, SFC is, as a general rule, subject to the same legal regime as Spanish credit institutions (*entidades de crédito*). As a consequence, SFC is subject to the Spanish banking legislation<sup>8</sup> regulating, amongst others: (i) changes in qualifying holdings; (ii) suitability and registration requirements of directors and senior managers; (iii) governance arrangements and internal control mechanisms<sup>9</sup>; and (iv) supervision, of all which derive from 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 (the “CRD”), as well as to the legal regime regulating the merger, division / spin-off, global transfer of assets and liabilities, and transfer of business units applicable to credit institutions<sup>10</sup>. Furthermore, SFC is subject to and must comply with the solvency requirements applicable to credit institutions pursuant to 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 (except Part VI thereof and other specific exclusions).

In addition to the above, due to its consideration as a hybrid payment institution, SFC is also subject to Spanish payment services legislation<sup>11</sup> and, as such, must comply with the relevant requirements regarding (i) licensing, focused on the type of payment services being provided; (ii) suitability and registration of directors and senior managers; (iii) safeguarding of client funds; (iv) internal governance arrangements, especially in relation to sensitive payment data, collection of statistical data, security incidents/security related customer complaints;

<sup>8</sup> i.e., Law 10/2014, of 26 June, on control, supervision and solvency of credit institutions (*Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de entidades de crédito*) and Royal Decree 84/2015, of 13 February, implementing Law 10/2014, of 26 June, on control, supervision and solvency of credit institutions (*Real Decreto 84/2015, de 13 de febrero, por el que se desarrolla la Ley 10/2014, de 26 de junio, de ordenación, supervisión y solvencia de entidades de crédito*)

<sup>9</sup> e.g., adequate organisational structure, clear lines of responsibility, risk management processes and procedures, compliance and internal audit mechanisms, accounting procedures, ICT arrangements, and remuneration policies aimed at ensuring the sound and prudent management of the entity.

<sup>10</sup> 3<sup>rd</sup> Additional Disposition of Royal Decree-law 5/2023, of 28 June.

<sup>11</sup> Royal-Decree-law 19/2018, of 23 November, on payment services and other urgent financial measures.

(v) the provision of payment services and, in relation thereto, the execution of payment transactions; and (vi) information transparency obligations vis à vis payment service users.

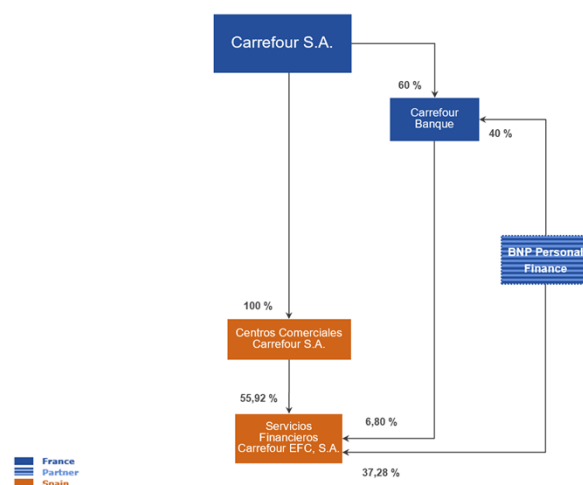
Insofar authorised as a financial entity, SFC is also subject to (i) the Spanish anti-money laundering legislation<sup>12</sup> implementing AMLDIV<sup>13</sup> and AMLDV<sup>14</sup>; and (ii) Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector.

Finally, focusing on the type of products it offers in the ordinary course of its operations, SFC is normally subject to (i) Law 16/2011, of 24 July, on consumer credit contracts (*Ley 16/2011, de 24 de junio, de contratos de crédito al consumo*), implementing Directive 2008/48/EC of the European Parliament and of the Council of 23 April 2008 on credit agreements for consumers; (ii) Law 22/2007, of 11 July, on distant marketing of financial services to consumers (*Ley 22/2007, de 11 de julio, sobre comercialización a distancia de servicios financieros destinados a los consumidores*), implementing Directive 2002/65/EC of the European Parliament and of the Council of 23 September 2002 concerning the distance marketing of consumer financial services; and, more generally, (iii) Spanish consumer legislation<sup>15</sup> (which, amongst others, implements Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts, as amended from time to time) and Spanish unfair commercial practices legislation<sup>16</sup>.

## ORGANIZATIONAL STRUCTURE

The Issuer is integrated in the Carrefour Group. Consequently, the Issuer is dependent on the entities belonging to the Carrefour Group.

The diagram below summarises the position of the Issuer within the Carrefour Group as at the date of this Base Prospectus



As of the date of this Base Prospectus the Issuer does not have any consolidated subsidiary.

<sup>12</sup> i.e., Law 10/2010, of 28 April, on the prevention of money laundering and of the terrorist financing (*Ley 10/2010, de 28 de abril, de prevención del blanqueo de capitales y de la financiación del terrorismo*) and Regulation of Law 10/2010, of 28 April, on the prevention of money laundering and of the terrorist financing, enacted by Royal Decree 304/2014, of 5 May (*Reglamento de la Ley 10/2010, de 28 de abril, de prevención del blanqueo de capitales y de la financiación del terrorismo, aprobado por el Real Decreto 304/2014, de 5 de mayo*).

<sup>13</sup> Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (“**AMLDIV**”).

<sup>14</sup> Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive (EU) 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (“**AMLDV**”).

<sup>15</sup> Restated Text of the General Law on the Defense of Consumers and Users, enacted by Royal Legislative Decree 1/2007, of 16 November (*Texto Refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias, aprobado por Real Decreto Legislativo 1/2007, de 16 de noviembre*).

<sup>16</sup> Law 3/1991, of 10 January, on Unfair Commercial Practices (*Ley 3/1991, de 10 de enero, de Competencia Desleal*).

## SHARE CAPITAL AND PRINCIPAL SHAREHOLDERS

As at the date of this Base Prospectus, the share capital of the Issuer amounts to EUR 18,567,438.24 represented by 3,089,424 nominative shares, each with a face value of EUR 6.01, with identical economic and voting rights, fully subscribed and paid in and without any restrictions on transfer.

As at the date of this Base Prospectus, 55.92 per cent. of the Issuer's share capital is held by Centros Comerciales Carrefour, S.A.; 37.28 per cent. is held by BNP Paribas Personal Finance, S.A.; and 6.8 per cent. is held by Carrefour Banque, S.A.

## ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

### *Board of Directors*

The following table sets forth the name, title and principal activities outside the Issuer of each member of the board of directors of the Issuer as at the date of this Base Prospectus.

Name	Class	Position	Main activities outside of the Issuer
Ms. Elodie Perthuisot	Proprietary <sup>(1)</sup>	President	Chief Executive Officer of Carrefour España
Mr. José Javier García Barbeyto	Proprietary <sup>(1)</sup>	Vice President	Chief Financial Officer of Carrefour España
Mr. Juan Francisco Riego Vila	Proprietary <sup>(1)</sup>	Secretary	Chief Legal Officer of Carrefour España
Mr. Francisco Luis Domínguez Almellones	Proprietary <sup>(1)</sup>	Member	Formats and Sales director of Carrefour España
Mr. Julien Paul André Veyrier	Proprietary <sup>(1)</sup>	Member	HR director and General Manager of Carrefour Italia
Ms. Carmen Jiménez Pérez	Proprietary <sup>(2)</sup>	Member	BNP Paribas Personal Finance, S.A. and manager of Grandes Partners
Mr. João Miguel Dos Santos Leandro	Proprietary <sup>(1)</sup>	Member	Manager of financial services of Carrefour Group
Ms. Véronique Rébecca Judith Doucet	Proprietary <sup>(2)</sup>	Member	Retail and B2B Global Business director of BNP Paribas Personal Finance, S.A.
Ms María del Rosario Ruiz Manahan	Proprietary <sup>(2)</sup>	Member	CEO of BNP Paribas Personal Finance, S.A.
Ms. Javier Lapastora Turpin	Independent	Member	Member of the managing bodies of different companies such as BANCO ALCALÁ, S.A., AEDAS HOMES, S.L. and Mostostal Warszawa, SA
Mr. Domingo Luis Caamaño Guerrero	Independent	Member	Member of the managing bodies of different companies

Notes:

(1) Shareholder represented: Centros Comerciales Carrefour, S.A.

(2) Shareholder represented: BNP Paribas Personal Finance, S.A.

The business address of each of the members of the Board of Directors at the date of this Base Prospectus is Carretera Nacional I, Km. 14,500, 28108, Alcobendas, Madrid, Spain.



As of the date of this Base Prospectus, there are no conflicts of interest in relation to members of the Board of Directors between any duties owed to the Issuer and their private interests and other duties.

### ***Board Committees***

The Board of Directors has two committees: a Risks and Audit Committee and an Appointment and Remuneration Committee.

#### ***Risks and Audit Committee***

The Risks and Audit Committee is comprised of three members appointed by the Issuer's Board of Directors (two independent and non-executive members of the Board of Directors and one non-independent and non-executive member of the Board of Directors).

The following table describes the composition of the Risks and Audit Committee of the Issuer as at the date of this Base Prospectus:

<b>Name</b>	<b>Position</b>
Mr. Javier Lapastora Turpin	Chairman
Ms. Véronique Rébecca Judith Doucet	Member
Mr. José Javier García Barbeyto	Member

#### ***Appointment and Remuneration Committee***

The Appointment and Remuneration Committee is made up of three members appointed by the Board of Directors (one independent non-executive member of the Board of Directors and two non-executive and non-independent members of the Board of Directors).

The following table describes the composition of the Appointment and Remuneration Committee of the Issuer as at the date of this Base Prospectus:

<b>Name</b>	<b>Position</b>
Mr. Javier Lapastora Turpin	Chairman
Ms. Véronique Rébecca Judith Doucet	Member
Mr. José Javier García Barbeyto	Member

### ***Management***

The following is the Issuer's senior management team and their respective positions in the Issuer as at the date of this Base Prospectus:

<b>Name</b>	<b>Position</b>
Ms. María Ruiz Andújar	General Manager
Mr. Sergio Antón Bohada	Head of Human Resources
Ms. Isabel Menéndez Rubio	Head of Internal Audit
Mr. Sebastian Agostino	Chief Financial Officer
Mr. Roberto Rodríguez Varela	New Projects Officer
Mr. Juan M. García Mazarrón	Operations and Projects Officer
Mr. Carlos Martínez Pereda	Risk and Recoveries Officer

Name	Position
Ms. Ángela Manzano Gallo	Commercial Officer
Mr. Victor Masip Secos	Tech Data Officer
Mr. Eduardo Soler Terradez	Strategy and Transformation Officer

Head of Legal, Compliance and Internal Control pending to be appointed.

As of the date of this Base Prospectus, there are no conflicts of interest in relation to members of its management team of the Issuer between any duties owed to the Issuer and their private interests and other duties.

As of the date of this Base Prospectus, none of the members of the senior management team had material activities outside the Issuer.

## EMPLOYEES

As of 31 December 2024, the Issuer employed a total of 180 people.

## LITIGATION

There are no prior or current governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened) during the previous 12 months which may have, or have had in the recent past, significant effects on the Issuer's current or future financial position or profitability, other than those detailed in *"Risk Factors – Risks Relating to the Issuer – Legal and regulatory risks – Litigation and other adversarial actions in the ordinary course of business could materially adversely affect Servicios Financieros Carrefour's business"* and in Note 11 of the 2024 Financial Statements (*"Provisions for contingent liabilities and commitments and Other provisions"*).

## CREDIT RATINGS

The Issuer has been assigned long term credit rating of BBB- by S&P.

S&P is established in the European Union and is registered under the EU CRA Regulation.

## ALTERNATIVE PERFORMANCE MEASURES

This Base Prospectus (and the documents incorporated by reference in this Base Prospectus) contains certain alternative performance measures (as defined in the ESMA Guidelines on Alternative Performance Measures) (**"Alternative Performance Measures"** or APMs), which are used by management to evaluate the Issuer's overall performance or liquidity. These measures are used by management in the Issuer's planning, operational and financial decision-making and are commonly used in the finance sector as indicators to monitor institutions' assets, liabilities and economic/financial positions, to provide additional information to investors and to enhance their understanding of the Issuer's results.

These APMs are not audited, reviewed or subject to review by the Issuer's auditors and are not measures required by, or presented in accordance with, the Circular 4/2019 nor IFRS-EU. Many of these APMs are based on the Issuer's internal estimates, assumptions and calculations. Accordingly, investors are cautioned not to place undue reliance on these APMs.

Furthermore, these APMs, as used by the Issuer, may not be comparable to other similarly titled measures used by other companies. Investors should not consider such APMs in isolation, as alternatives to the information calculated in accordance with Banco de España Circular 4/2019 of 26 November 2019 or IFRS-EU, as indications of operating performance or as measures of the Issuer's profitability or liquidity. Such APMs must be considered only in addition to, and not as a substitute for or superior to, financial information prepared in accordance with the Circular 4/2019 and investors are advised to review these APMs in conjunction with the audited annual accounts incorporated by reference in this Base Prospectus.

The following are the APMs used in this Base Prospectus.

**% Net balance Stage 1.** The APM “Net balance Stage 1” over “Gross amount – Performing exposure”. This APM shows the percentage that the APM Net balance Stage 1 represents over the performing balance.

		31 December 2024	31 December 2023	31 December 2022
		<i>(€ million, except %)</i>		
Numerator	Net balance Stage 1	1,719	1,746	1,939
Denominator	Gross amount – Performing exposure (i)	1,752	1,777	1,972
<b>% Net balance Stage 1</b>		<b>98%</b>	<b>98%</b>	<b>98%</b>

(i) Source: Note 7.1 to the Annual Accounts.

**% Net balance Stage 2.** The APM “Net balance Stage 2” over “Gross amount – Standard exposure under special surveillance”. This APM shows the percentage that the APM Net balance Stage 2 represents over the performing balance under special surveillance.

		31 December 2024	31 December 2023	31 December 2022
		<i>(€ million, except %)</i>		
Numerator	Net balance Stage 2	91	86	89
Denominator	Gross amount – Standard exposure under special surveillance <sup>(i)</sup>	111	107	108
<b>% Net balance Stage 2</b>		<b>82%</b>	<b>80%</b>	<b>82%</b>

(i) Source: Note 7.1 to the Annual Accounts.

**% Net balance Stage 3.** “Net balance Stage 3” over “Gross amount – Non-performing”. This APM shows the percentage that the APM Net balance Stage 3 represents over the non-performing balance.

		31 December 2024	31 December 2023	31 December 2022
		<i>(€ million, except %)</i>		
Numerator	Net balance Stage 3	42	52	49
Denominator	Gross amount – Non- performing <sup>(i)</sup>	170	193	176
<b>% Net balance Stage 3</b>		<b>25%</b>	<b>27%</b>	<b>28%</b>

(i) Source: Note 7.1 to the Annual Accounts.

**Cost of risk over assets.** "Impairment or (-) reversal of impairment on financial assets not measured at fair value through profit or loss and modification losses or (-) gains, net" over "Total Assets". This an APM used

by the Issuer for the purposes of its risk management, and show the cost of provisions for credit risk over assets.

		31 December 2024	31 December 2023	31 December 2022
			<i>(€ million, except %)</i>	
Numerator	Impairment or (-) reversal of impairment on financial assets not measured at fair value through profit or loss and modification losses or (-) gains, net <sup>(i)</sup>	113	125	100
Denominator or	Total Assets <sup>(ii)</sup>	2,025	2,066	2,304
	<b>Cost of risk over assets</b>	<b>5.6%</b>	<b>6.1%</b>	<b>4.3%</b>

(i) Source: Income statement in the Annual Accounts.

(ii) Source: Balance sheet in the Annual Accounts.

**Current Operational Result (or ROC).** "Profit or (-) loss before tax from continuing operations" plus the item obtained from the Issuer's internal accounting records "Usury Non Current". This item shows the results of the Issuer deriving from its current operational activities.

		31 December 2024	31 December 2023	31 December 2022
			<i>(€ million)</i>	
	Profit or (-) loss before tax from continuing operations <sup>(i)</sup>	(5)	48	95
Plus	Usury Non Current <sup>(ii)</sup>	31	3	-
	<b>ROC</b>	<b>26</b>	<b>51</b>	<b>95</b>

(i) Source: Income statement in the Annual Accounts

(ii) Source: Company's internal accounting records.

**Distribution costs:** Sum of "Administration expenses" and "Depreciation and amortization". This APM shows the administration expenses also including the depreciations and amortisations.

		31 December 2024	31 December 2023	31 December 2022
			<i>(€ million)</i>	
	Administrative expenses	72	71	73
Plus	Depreciation and amortization charge	8	8	7
	<b>Distribution cost</b>	<b>80</b>	<b>79</b>	<b>80</b>

Source: Income statement in the Annual Accounts.

**Financial Expenses.** "Interest expenses" minus the expenses related to rectification of hedging derivatives. This APM shows the interest expenses without the impact of derivatives.

		31 December 2024	31 December 2023	31 December 2022
			<i>(€ million)</i>	
	Interest expenses	81	69	19
Minus	Hedges	5	6	3
	<b>Financial Expenses</b>	<b>76</b>	<b>63</b>	<b>16</b>

Source: Note 24 to the Annual Accounts.

**Financial Income.** "Interest income" minus the income related to rectification of hedging derivatives. This APM shows the interest income without the impact of derivatives.

		31 December 2024	31 December 2023	31 December 2022
			<i>(€ million)</i>	
	Interest income	245	262	241
Minus	Rectification of hedges	13	21	4
	<b>Financial Income</b>	<b>232</b>	<b>241</b>	<b>237</b>

Source: Note 23 to the Annual Accounts.

**Gross income + Cost of risk over assets:** Sum of Gross income and Cost of risk over assets. This an APM used by the Issuer to show a risk adjusted margin.

		31 December 2024	31 December 2023	31 December 2022
			<i>(€ million, except %)</i>	
Numerator	Gross Income <sup>(i)</sup>	229	258	282
	Plus Impairment or (-) reversal of impairment on financial assets not measured at fair value through profit or loss and modification losses or (-) gains, net <sup>(ii)</sup>	(113)	(125)	(100)
Denominator	Total Assets <sup>(ii)</sup>	2,025	2,066	2,304
	<b>Gross income + Cost of risk over assets</b>	<b>5.7%</b>	<b>6.4%</b>	<b>7.9%</b>

(i) Source: Income statement in the Annual Accounts.

(ii) Source: Balance sheet in the Annual Accounts.

**Hedge derivatives.** Income related to rectification of hedging derivatives minus expenses related to rectification of hedging derivatives. This APM shows the total income or expense related to hedging derivatives.

	31 December 2024	31 December 2023 (€ million)	31 December 2022
Rectification of hedges <sup>(i)</sup>	13	21	4
Minus Hedges <sup>(ii)</sup>	5	6	3
<b>Hedge derivatives</b>	<b>8</b>	<b>15</b>	<b>1</b>

(i) Source: Note 23 to the Annual Accounts.

(ii) Source: Note 24 to the Annual Accounts.

**Net balance Stage 1.** "Gross amount – Performing exposure" minus "Impairment losses – Performing". This APM shows the performing balance net of credit risk provision.

	31 December 2024	31 December 2023 (€ million)	31 December 2022
Gross amount – Performing exposure <sup>(i)</sup>	1,752	1,777	1,972
Minus Impairment losses – Performing <sup>(ii)</sup>	33	31	33
<b>Net balance stage 1</b>	<b>1,719</b>	<b>1,746</b>	<b>1,939</b>

(i) Source: Note 7.1 to the Annual Accounts.

(ii) Source: Note 7.2 to the Annual Accounts.

**Net balance Stage 2.** "Gross amount – Standard exposure under special surveillance" minus "Impairment losses - Performing under special surveillance". This APM shows the performing balance under special surveillance net of credit risk provision.

	31 December 2024	31 December 2023	31 December 2022
	<i>(€ million)</i>		
Gross amount – Standard exposure under special surveillance <sup>(i)</sup>	111	107	108
Minus Impairment losses - Performing under special surveillance <sup>(ii)</sup>	20	21	20
<b>Net balance stage 2</b>	<b>91</b>	<b>86</b>	<b>88</b>

(i) Source: Note 7.1 to the Annual Accounts.

(ii) Source: Note 7.2 to the Annual Accounts.

**Net balance Stage 3.** "Gross amount – Non-performing" minus "Impairment losses – Non-performing". This APM shows the non-performing balance net of credit risk provision.

	31 December 2024	31 December 2023	31 December 2022
	<i>(€ million)</i>		
Gross amount – Non-performing <sup>(i)</sup>	170	193	176
Minus Impairment losses – Non-performing <sup>(ii)</sup>	128	141	127
<b>Net balance stage 3</b>	<b>42</b>	<b>52</b>	<b>49</b>

(i) Source: Note 7.1 to the Annual Accounts.

(ii) Source: Note 7.2 to the Annual Accounts.

**Net banking income over assets.** "Gross Income" over "Total Assets". This is an income APM used by the Issuer to show the income that the Issuer obtains from its assets.

	31 December 2024	31 December 2023	31 December 2022
	<i>(€ million, except %)</i>		
Numerator Gross Income <sup>(i)</sup>	229	258	282
Denominator Total Assets <sup>(ii)</sup>	2,025	2,066	2,304
or			
<b>Net banking income over assets</b>	<b>11.3%</b>	<b>12.5%</b>	<b>12.2%</b>

(i) Source: Income statement in the Annual Accounts.

(ii) Source: Balance sheet in the Annual Accounts.

**Opex.** "Administration costs" plus "Amortization and depreciation" plus "Provisions or reversal of provisions". This APM shows the administration expenses also including the depreciations and amortisations and the provisions.

		31 December 2024	31 December 2023 (€ million)	31 December 2022
	Administrative expenses	72	71	73
Plus	Depreciation and amortization charge	8	8	7
Plus	Provisions or reversal of provisions	40	6	7
<b>Opex</b>		<b>120</b>	<b>85</b>	<b>87</b>

Source: Income statement in the Annual Accounts.

**Opex over assets.** Percentage of the APM "Opex" over "Total Assets". This is an APM used by the Issuer to show its operational efficiency.

		31 December 2024	31 December 2023 (€ million, except %)	31 December 2022
Numerator	Opex	120	85	87
Denominator or	Total Assets <sup>(i)</sup>	2,025	2,066	2,304
<b>Opex over assets</b>		<b>5.9%</b>	<b>4.1%</b>	<b>3.8%</b>

(i) Source: Balance sheet in the Annual Accounts.

**Other income/expenses.** "Gross Income" minus "Net Interest Income". This APM shows the income or expense which is not "Net Interest Income" (mainly fee and commissions income and fee and commission expenses).

		31 December 2024	31 December 2023 (€ million)	31 December 2022
	Gross Income	229	258	282
Minus	Net Interest Income	164	193	222
<b>Other income/expenses</b>		<b>65</b>	<b>65</b>	<b>60</b>

Source: Income statement in the Annual Accounts.

**Profit before taxes over assets.** Percentage of "Profit before taxes" over "Total Assets". This is an APM used by the Issuer to show its profitability.

		31 December 2024	31 December 2023 (€ million, except %)	31 December 2022
Numerator	Profit before taxes <sup>(i)</sup>	(5)	48	95
Denominator	Total Assets <sup>(ii)</sup>	2,025	2,066	2,304
<b>Profit before taxes over assets</b>		<b>(0.2)%</b>	<b>2.3%</b>	<b>4.1%</b>

(i) Source: Income statement in the Annual Accounts.

(ii) Source: Balance sheet in the Annual Accounts.





## SUBSCRIPTION AND SALE

Subject to the terms and on the conditions contained in the dealer agreement dated 18 June 2025 (the “**Dealer Agreement**”) between the Issuer, the Dealers and the Arrangers, the Notes will be offered on a continuous basis by the Issuer to the Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Dealers but are appointed under the Dealer Agreement. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arrangers for their expenses incurred in connection with the update of the Programme and the Dealers for certain of their activities in connection with the Programme.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

### **Selling Restrictions**

#### ***Prohibition of sales to EEA Retail Investors***

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 relevant Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression “retail investor” means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
  - (ii) a customer within the meaning of Directive (EU) 2016/97, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.
- (b) the expression “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.

#### ***United States of America***

##### ***Regulation S Category 2; TEFRA.***

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to or for the account or benefit of U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and U.S. Treasury regulations promulgated thereunder.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Dealer Agreement, it will not offer, sell or (in the case of the Notes) deliver the Notes of any identifiable Tranche, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of such Tranche, within the United States or to or for the account or benefit of U.S. persons, and only in accordance with Rule 903 of Regulation S (the “**distribution compliance period**”). Each Dealer has further agreed that it will have sent to each dealer to which it sells Notes during the distribution compliance period relating

thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the distribution of any identifiable Tranche of Notes, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering of such Tranche) may violate the registration requirements of the Securities Act.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States or to any U.S. person. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, is prohibited.

## **UK**

### *Prohibition of sales to UK Retail Investors*

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 relevant 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:
  - (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 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.
- (b) the expression “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.

### *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) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) 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 FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

### ***Spain***

Neither the Notes nor the Base Prospectus have been registered with the Spanish Securities Market Regulator (*Comisión Nacional del Mercado de Valores*). On such basis, the Notes may not be offered, sold or distributed, nor may any subsequent resale of Notes be carried out in Spain, except in circumstances which do not require the registration of a prospectus in Spain or without complying with all legal and regulatory requirements under Spanish securities laws. No publicity or marketing of any kind shall be made in Spain in relation to the Notes.

### ***General***

No action has been taken in any jurisdiction that would permit an offering of any of the Notes or possession or distribution of the Base Prospectus or any other offering material or any Final Terms in any country or jurisdiction where action for that purpose is required.

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, to the best of its knowledge and belief, it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) after the date hereof in applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph above.

## TAXATION

*The following summary refers solely to certain Spanish tax consequences of the acquisition, ownership and disposition of the Notes. It does not purport to be a complete analysis of all tax consequences relating to the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which might be subject to special rules. Prospective investors should consult their own tax advisors as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of Spain of acquiring, holding and disposing of Notes and receiving any payments under the Notes. This summary is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date. References in this section to Noteholders include the beneficial owners of the Notes.*

### 1 Introduction

This information has been prepared in accordance with the following Spanish tax legislation in force at the date of this document:

- (a) of general application, Additional Provision One of Law 10/2014, of 26 June on the organisation, supervision and solvency of credit institutions (“**Law 10/2014**”), as well as Royal Decree 1065/2007 of 27 July, approving the General Regulations of the tax inspection and management procedures and developing the common rules of the procedures to apply taxes, as amended by Royal Decree 1145/2011, of 29 July (“**Royal Decree 1065/2007**”);
- (b) for individuals resident for tax purposes in Spain which are subject to the Individual Income Tax (“**IIT**”), Law 35/2006 of 28 November, on the IIT and on the partial amendment of the Corporate Income Tax Law, Non-Resident Income Tax Law and Wealth Tax, as amended, and Royal Decree 439/2007 of 30 March promulgating the IIT Regulations, as amended, along with Law 19/1991, of 6 June on Wealth Tax, as amended, and Law 29/1987, of 18 December on the Inheritance and Gift Tax, as amended, and Law 38/2022, for the establishment of temporary levies on energy and on financial credit institutions and introducing a temporary solidarity tax on large fortunes, as amended;
- (c) for legal entities resident for tax purposes in Spain which are subject to the Corporate Income Tax (“**CIT**”), Law 27/2014, of 27 November, on the CIT, as amended, and Royal Decree 634/2015, of 10 July, approving the CIT Regulations, as amended; and
- (d) for individuals and entities who are not resident for tax purposes in Spain which are subject to the Non-Resident Income Tax (“**NRIT**”), Royal Legislative Decree 5/2004, of 5 March promulgating the Consolidated Text of the NRIT Law, as amended, and Royal Decree 1776/2004 of 30 July promulgating the NRIT Regulations, as amended, along with Law 19/1991, of 6 June on Wealth Tax as amended and Law 29/1987, of 18 December on the Inheritance and Gift Tax as amended, and Law 38/2022, for the establishment of temporary levies on energy and on financial credit institutions and introducing a temporary solidarity tax on large fortunes, as amended.

This analysis is a general description of the tax treatment under the currently in force Spanish legislation, without prejudice of regional tax regimes in the Historical Territories of the Basque Country and the Community of Navarre, or provisions passed by Autonomous Communities which may apply to investors for certain taxes.

#### 1.1 Indirect taxation

Whatever the nature and residence of the Noteholder, the acquisition and transfer of Notes will be exempt from indirect taxes in Spain, in accordance with Article 338 of the Securities Market Law, approved by Law 6/2023, of 17 March, on the Securities Markets and Investment Services (*Ley 6/2023, de 17 de marzo, de los Mercados de Valores y de los Servicios de Inversión*), i.e., exempt from Transfer Tax and Stamp Duty, in accordance with the Consolidated Text of such tax promulgated by Royal Legislative Decree 1/1993, of 24 September and exempt from Value Added Tax, in accordance with Law 37/1992, of 28 December, regulating such tax as amended.

## **1.2 Individuals with Tax Residency in Spain**

### **1.2.1 Individual Income Tax (Impuesto sobre la Renta de las Personas Físicas)**

Both interest payments periodically received and income derived from the transfer, redemption or repayments of the Notes obtained by individuals who are resident in Spain constitute a return on investment obtained from the transfer of a person's own capital to third parties in accordance with the provisions of Section 25 of the IIT Law, and therefore must be included in the investor's IIT savings taxable base pursuant to the provisions of the aforementioned law.

The IIT savings taxable base is taxed at the following rates: (i) 19 per cent. for taxable income up to EUR 6,000.00; (ii) 21 per cent. for taxable income from EUR 6,001.00 to EUR 50,000.00; (iii) 23 per cent. from EUR 50,000.01 up to EUR 200,000.00; and (iv) 27 per cent. from EUR 200,000.01 up to EUR 300,000, and (v) 30 per cent. for any amount in excess of EUR 300,000. Income from the transfer of the Notes is computed as the difference between their transfer value and their acquisition or subscription value. Also, ancillary acquisition and disposal charges are taken into account, insofar as adequately evidenced, in calculating the income.

Negative income derived from the transfer of the Notes, in the event that the Noteholder had acquired other homogeneous securities within the two months prior or subsequent to such transfer or exchange, shall be included in his or her IIT base as and when the remaining homogeneous securities are transferred.

When calculating the net income, expenses related to the management and deposit of the Notes will be deductible, excluding those pertaining to discretionary or individual portfolio management.

Article 44 of the Royal Decree 1065/2007 has established information procedures for debt instruments issued under the Law 10/2014 (which do not require identification of the Noteholders) and has provided that the interest will be paid by the Issuer to the Fiscal Agent for the gross amount, provided that such information procedures are complied with, so that any payment under the Notes will not be subject to withholding tax to the extent that the new simplified information procedures (which do not require identification of the Noteholders) are complied with by the Fiscal Agent as it is described under "*Simplified information procedures*". If these information procedures are not complied within the manner indicated, the Issuer will withhold at the general rate applicable from time to time (currently 19 per cent).

Amounts withheld may be credited against the final IIT liability.

The Issuer will comply with the reporting obligations set forth in the Spanish tax laws with respect to beneficial owners of the Notes that are individuals' resident in Spain for tax purposes.

### **1.2.2 Wealth Tax (Impuesto sobre el Patrimonio) and Solidarity Tax (*Impuesto Temporal de Solidaridad de las Grandes Fortunas*)**

Individuals with tax residency in Spain are subject to Wealth Tax to the extent that their net worth exceeds EUR 700,000. Therefore, they should take into account the value of the Notes which they hold as of 31 December of each year, the applicable rates ranging between 0.2 per cent. and 3.5 per cent. Autonomous Communities may have different provisions in this respect.

In addition to the above, the so-called "Solidarity Tax" was approved in December 2022 for a period of two-year and extended indefinitely, with effect from fiscal year 2024, by virtue of Royal Decree-law 8/2023 of December 27. It is a complementary direct wealth tax that, in general terms, applies, under certain conditions, to those residents in an autonomous region where the Wealth Tax is partially or fully exempt. The amount payable for this tax could be reduced by the effective amount paid for Wealth Tax. Note that the regulation lays down a minimum exempt amount of EUR 700,000.00 which means that its effective impact, in general, will occur when the net wealth, not tax exempt, is greater than EUR 3,700,000. The rates of the "Solidarity Tax" are:

<b>Taxable base up to (Euros)</b>	<b>Tax due (Euros)</b>	<b>Rest of taxable base (Euros)</b>	<b>Rate</b>
0.00	0.00	3,000,000.00	0 per cent.
3,000,000.00	0.00	2,347,998.03	1.7 per cent.
5,347,998.03	39,915,97	5,347,998.03	2.1 per cent.
10,695,996.06	152,223,93	Any excess	3.5 per cent.

Prospective investors are advised to seek their own professional advice in this regard.

### **1.2.3 Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)**

Individuals resident in Spain for tax purposes who acquire ownership or other rights over the Notes by inheritance, gift or legacy will be subject to the Spanish Inheritance and Gift Tax in accordance with the applicable Spanish regional and State rules. The applicable State's tax rates currently range between 0 per cent. (full exemption) and 81.6 per cent. depending on relevant factors, although the final tax rate may vary depending on any applicable regional tax laws.

## **1.3 Legal Entities with Tax Residency in Spain**

### **1.3.1 Corporate Income Tax (Impuesto sobre Sociedades)**

Both interest received periodically and income derived from the transfer, redemption or repayment of the Notes are subject to CIT (at the current general tax rate of 25 per cent.) in accordance with the rules for this tax. This general rate will not be applicable to all CIT taxpayers and, for instance, it will not apply to banking institutions (which will be taxed at the rate of 30 per cent.). Special rates apply in respect of certain types of entities (such as qualifying collective investment institutions).

Please note that there are reduced CIT rates depending on the annual net turnover of the taxpayer, as follows:

For entities whose net turnover for the immediately preceding tax period is less than EUR 1 million, the following rates will apply:

- For the portion of the taxable base between EUR 0 and 50,000, at a rate of 17 per cent.
- For the remaining portion of the taxable base, at a rate of 20 per cent.

For entities whose net turnover for the immediately preceding tax period is less than EUR 10 million, a 20 per cent. rate will apply.

Newly created entities that engage in economic activities will be taxed at a rate of 15 percent for the first tax period in which the taxable base is positive and for the following period.

It should be noted that the reduced CIT rates of 20 per cent., 17 per cent., and 15 per cent. will not apply to entities that are considered passive holding companies, as defined in section 2 of article 5 of the Spanish CIT Law (*Ley 27/2014, de 27 de noviembre, del Impuesto sobre Sociedades*).

In accordance with Law 10/2014 and Section 44.5 of Royal Decree 1065/2007 and in the opinion of the Issuer, there is no obligation to withhold tax on income payable under the Notes to Spanish CIT taxpayers (which for the sake of clarity, include Spanish tax resident investment funds and Spanish tax resident pension funds).

Consequently, the Issuer will not withhold tax on interest payments under the Notes to Spanish CIT taxpayers to the extent that the new simplified information procedures (which do not require identification of the Noteholders) are complied with by the Paying Agent as it is described under "Simplified information

procedures”. If these information procedures are not complied within the manner indicated, the Issuer will withhold at the general rate applicable from time to time (currently 19 per cent.).

However, in the case of Notes held by Spanish resident entity, payments of interest under the Notes may be subject to withholding tax at the generally applicable rate, currently 19 per cent., if the Notes do not comply with applicable exemption requirements including those specified in the Reply to the Consultation of the Directorate General for Taxation (*Dirección General de Tributos*) dated 27 July 2004 in which case the required withholding tax will be made by the depositary or custodian.

Notwithstanding the above, amounts withheld, if any, may be credited by the relevant investors against its final CIT liability.

The Issuer will comply with the reporting obligations set forth in the Spanish tax laws with respect to beneficial owners of the Notes that are legal persons or entities resident in Spain for tax purposes.

### **1.3.2 Wealth Tax (*Impuesto sobre el Patrimonio*) and Solidarity Tax (*Impuesto Temporal de Solidaridad de las Grandes Fortunas*)**

Legal entities resident in Spain for tax purposes are neither subject to Wealth Tax nor to Solidarity Tax.

### **1.3.3 Inheritance and Gift Tax (*Impuesto sobre Sucesiones y Donaciones*)**

Legal entities resident in Spain for tax purposes which acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to the Spanish Inheritance and Gift Tax but must include the market value of the Notes in their taxable income for Spanish CIT purposes.

## **1.4 Individuals and Legal Entities with no Tax Residency in Spain**

### **1.4.1 Non-Resident Income Tax (*Impuesto sobre la Renta de No Residentes*)**

#### *(a) With permanent establishment in Spain*

If the Notes form part of the assets of a permanent establishment in Spain of a person or legal entity who is not resident in Spain for tax purposes, the tax rules applicable to income deriving from such Notes are, generally, the same as those previously set out for Spanish CIT taxpayers. See “—*Legal Entities with Tax Residency in Spain—Corporate Income Tax (Impuesto sobre Sociedades)*”. Ownership of the Notes by investors who are not resident for tax purposes in Spain will not in itself create the existence of a permanent establishment in Spain.

The Issuer will comply with the reporting obligations set out in the Spanish tax laws with respect to holders of the Notes who are individuals or legal entities not resident in Spain for tax purposes who act with respect to the Notes through a permanent establishment in Spain.

#### *(b) With no permanent establishment in Spain*

Both interest payments received periodically and income derived from the transfer, redemption or repayment of the Notes, obtained by individuals or entities who are not resident in Spain for tax purposes and who do not act, with respect to the Notes, through a permanent establishment in Spain, are exempt from NRIT.

In order for the exemption to apply, in respect to the Notes, it is necessary to comply with certain information obligations relating to such Notes, in the manner described under “Simplified information procedures” as laid down in section 44 of Royal Decree 1065/2007. If these information obligations are not complied within the manner indicated, the Issuer will withhold at the general rate applicable from time to time.

### **1.4.2 Wealth Tax (*Impuesto sobre el Patrimonio*) and Solidarity Tax (*Impuesto Temporal de Solidaridad de las Grandes Fortunas*)**

Non-Spanish resident individuals whose properties and rights located in Spain, or that can be exercised within the Spanish territory exceed EUR 700,000 would be subject to Wealth Tax, the applicable rates ranging between



0.2 per cent. and 3.5 per cent. However, non-Spanish resident individuals will be exempt from Wealth Tax in respect of the Notes which income is exempt from NRIT as described above.

Individuals resident in a country with which Spain has entered into a double tax treaty in relation to Wealth Tax would generally not be subject to such tax.

If the exemptions outlined do not apply, individuals who are not resident in Spain for tax purposes may apply the rules approved by the Spanish region where the assets and rights with more value: (i) are located; (ii) can be exercised; or (iii) must be fulfilled.

In addition to the above, the so-called “Solidarity Tax“ was approved in December 2022 for a period of two-year and extended indefinitely, with effect from fiscal year 2024, by virtue of Royal Decree-law 8/2023 of December 27. It is a complementary direct wealth tax that applies, in general terms and under certain conditions, to those Non-Spanish tax resident individuals whose properties and rights are located in Spain, or that can be exercised within the Spanish territory when the highest value of their assets and rights are located, can be exercised or must be fulfilled on an autonomous region where the Wealth Tax is partially or fully exempt. Note that the regulation lays down a minimum exempt amount of EUR 700,000.00 which means that its effective impact, in general, will occur when the net wealth, not tax exempt, is greater than EUR 3,700,000. The amount payable for this tax could be reduced by the effective amount paid for Wealth Tax. The rates of the “Solidarity Tax“ are:

<b>Taxable base up to (Euros)</b>	<b>Tax due (Euros)</b>	<b>Rest of taxable base (Euros)</b>	<b>Rate</b>
0.00	0.00	3,000,000.00	0 per cent.
3,000,000.00	0.00	2,347,998.03	1.7 per cent.
5,347,998.03	39,915,97	5,347,998.03	2.1 per cent.
10,695,996.06	152,223,93	Any excess	3.5 per cent.

Non-Spanish resident legal entities are neither subject to Wealth Tax nor to Solidarity Tax.

#### **1.4.3 Inheritance and Gift Tax (Impuesto sobre Sucesiones y Donaciones)**

Individuals not resident in Spain for tax purposes who acquire ownership or other rights over the Notes by inheritance, gift or legacy, will be subject to the Spanish Inheritance and Gift Tax in accordance with the applicable Spanish regional and state rules, unless they reside in a country for tax purposes with which Spain has entered into a double tax treaty in relation to Inheritance and Gift Tax. In such case, the provisions of the relevant double tax treaty will apply.

If the provisions of the foregoing paragraph do not apply, such individuals will be subject to inheritance and gift tax in accordance with Spanish legislation applicable in the relevant autonomous region (*Comunidad Autónoma*). The applicable State’s Spanish Inheritance and Gift Tax rate would range between 0 per cent. (full exemption) and 81.6 per cent., depending on relevant factors.

Non-Spanish resident legal entities which acquire ownership or other rights over the Notes by inheritance, gift or legacy are not subject to the Spanish Inheritance and Gift Tax. Such acquisitions will be subject to NRIT (as described above), except as provided in any applicable double tax treaty entered into by Spain. In general, double tax treaties provide for the taxation of this type of income in the country of tax residence of the Holder.

### **1.5 Tax Rules for Notes not Listed**

#### **1.5.1 Withholding on Account of IIT, CIT and NRIT**

If the Notes are not listed on any Payment Date, payments to Noteholders will be subject to withholding tax at the general rate, currently 19 per cent., except in the case of Noteholders which are: (a) resident in a Member State of the European Union (other than Spain) or in a member state of the European Economic Area (other than Spain) which has entered into an in force effective exchange of tax information agreement with Spain, and obtain the interest income either directly or through a permanent establishment located in another Member State of the European Union (other than Spain) or in a member state of the European Economic Area (other than Spain) which has entered into an in force effective exchange of tax information agreement with Spain, provided that such Holders (i) do not obtain the interest income on the Notes through a permanent establishment in Spain and (ii) are not resident of, or are not located in, nor obtain income through, a non-cooperative jurisdiction (as defined by the Law 36/2006, of 29 November, on prevention measures and actions against tax fraud, as amended through Law 11/2021, of 9 July, and as amended); (b) Spanish financial entities which comply with the requirements established in Article 61.c) or Spanish securitisation funds which comply with the requirements established in Article 61.k) of Royal Decree 634/2015, of 10 July 2015; or (c) resident for tax purposes of a country which has entered into a double tax treaty with Spain which provides for a full exemption from Spanish tax or a reduced withholding tax rate with respect to interest payable to any Holder.

Provided that, in case (a) and (c) above (as applicable), each Noteholder delivers to the Issuer, as soon as reasonably practicable but before any payment of interest is due or made, whichever comes first, a valid certificate of tax residence (or the specific form required under the relevant convention for the avoidance of double taxation) duly issued by the competent tax authorities of its country of tax residence evidencing such Noteholder as resident for tax purposes in that country and, if the Noteholder is resident of a country which has entered into a double tax treaty with Spain, accrediting such Noteholder as tax resident in the relevant jurisdiction within the meaning of the relevant convention for the avoidance of double taxation, issued not more than 12 months prior to the date on which the relevant amount is due or paid (whatever takes place first).

For the avoidance of doubt, if the certificate of tax residence refers to a specific tax period it will only be deemed valid in relation to payments made during the referred tax period.

### **1.5.2 Wealth Tax (Impuesto sobre el Patrimonio) and Solidarity Tax (Impuesto Temporal de Solidaridad de las Grandes Fortunas)**

See “—*Individuals with Tax Residency in Spain—Wealth Tax (Impuesto sobre el Patrimonio)*” and “—*Individuals and Legal Entities with no Tax Residency in Spain—Wealth Tax (Impuesto sobre el Patrimonio)*”.

## **1.6 Simplified information procedures**

### **1.6.1 Notes issued in accordance with Law 10/2014**

In respect of the Notes issued in accordance with Law 10/2014, the information to be reported by issuers to the Spanish Tax Authorities will be developed in relevant regulations. In that sense, Royal Decree 1065/2007 sets out the procedures to be followed in order to make payments under the Notes, without withholdings or deductions for or on account of Spanish taxes.

The procedures set out in the Agency Agreement provide that the Issuer will pay on each Interest Payment Date the full amount of the payment due and payable to the Paying Agent. The Paying Agent, on behalf of the Issuer, will deliver a statement in the required form to the Issuer the business day immediately before the relevant Interest Payment Date. The statement shall contain the following information:

- (a) identification of the Notes;
- (b) income payment date (or refund if the Notes are issued at a discount or segregated);
- (c) total amount of income (or total amount to be refunded if the Notes are issued at a discount or segregated); and

- (d) total amount payable under the Notes to each of the Clearing Systems.

If the procedures set out above are complied with, the Paying Agent, on behalf of the Issuer, will pay the relevant amount to (or for the account of) the clearing systems without withholdings or deductions for or on account of Spanish taxes.

If, following clarifications by the Spanish Tax Authorities, procedures in relation to Royal Decree 1065/2007 are subsequently amended, the Issuer and the Paying Agent will implement such procedures as may be required to enable the Issuer to comply with its obligations under applicable legislation as clarified by the Spanish Tax Authorities. The Issuer undertakes to ensure that the Noteholders are informed of such new procedures and their implications.

Regarding the interpretation of Royal Decree 1065/2007 and the new simplified information procedures please refer to “*Risk Factors—Risks related to Notes generally—Risks relating to the Spanish withholding tax regime*”.

### 1.7 Obligation to inform the Spanish tax authorities of the ownership of the Notes

With effect as from 1 January 2013, Law 7/2012, of 29 October, as implemented by Royal Decree 1558/2012, of 15 November, introduced new annual reporting obligations applicable to Spanish residents (i.e. individuals, legal entities, permanent establishments in Spain of non-resident entities) in relation to certain foreign assets or rights.

Consequently, if the Notes are deposited with or placed in the custody of a non-Spanish entity, holders resident in Spain will be obliged, if certain thresholds are met as described below, to declare before the Spanish tax authorities, between 1 January and 31 March every year, the ownership of the Notes held on 31 December of the immediately preceding year (e.g. to declare between 1 January 2026 and 31 March 2026 the Notes held on 31 December 2025).

This obligation would only need to be complied with if certain thresholds are met specifically, if the only rights/assets held abroad are the Notes, this obligation would only apply if the value of the Notes together with other qualifying assets held on 31 December exceeds EUR 50,000 (with the corresponding valuation to be made in accordance with Wealth Tax rules). If this threshold is met, a declaration would only be required in subsequent years if the value of the Notes together with other qualifying assets increases by more than EUR 20,000 as against the declaration made previously. Similarly, cancellation or extinguishment of the ownership of the Notes before 31 December should be declared if such ownership was reported in previous declarations.

### 1.8 The Proposed EU Financial Transactions Tax

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common Financial Transactions Tax (the “**EU FTT**”) in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”). 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.

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 EU 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.

In the ECOFIN meeting of 17 June 2016, the EU FTT was discussed between the EU Member States. It was reiterated in this meeting that participating Member States envisage introducing an EU FTT by means of the so-called enhanced cooperation process.

The proposed Directive defines how the EU FTT would be implemented in participating Member States. It involves a minimum 0.1 per cent. tax rate for transactions in all types of financial instruments, except for derivatives that would be subject to a minimum 0.01 per cent. tax rate.

On 3 December 2018, the finance ministers of France and Germany outlined a joint proposal for a limited FTT based on a system already in place in France. Under the new proposal, the tax obligation would apply only to transactions involving shares issued by domestic companies with a market capitalisation of over EUR 1 billion.

However, the Commission's Proposal remains subject to negotiation between the 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 and participating Members States may withdraw, as Estonia did.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the EU FTT.

## 1.9 Spanish FTT

The Spanish law which implements the Spanish FTT was approved on 7 October 2020 (the “**FTT Law**”) and the FTT Law was published in the Spanish Official Gazette (*Boletín Oficial del Estado*) on 16 October 2020. The Spanish FTT came into force three months after the publication of the FTT Law in the Spanish Official Gazette (that is, on 16 January 2021).

Spanish FTT charges a 0.2 per cent. rate on specific acquisitions of listed shares issued by Spanish companies whose market capitalisation exceeds EUR 1 billion, regardless of the jurisdiction of residence of the parties involved in the transaction. The tax-payer will be the financial traders that transfer or execute the purchase order and must submit an annual tax return.

The list of the Spanish companies with a market capitalisation exceeding EUR 1 billion at 1 December of each year will be published on the Spanish tax authorities' website before 31 December each year. For the purposes of transactions closed during 2025, the Spanish tax authorities issued a list of entities whose market capitalisation exceeded EUR 1 billion as of 1 December 2024, that will fall within the scope of the Spanish FTT. This being said, the Spanish FTT would not apply in relation to the Notes since the Spanish FTT only applies on the acquisition of shares of certain Spanish companies, so transactions involving bonds or debt or similar instruments, such as preferred securities or derivatives, are not affected by such tax.

Prospective Noteholders of the Notes are advised to seek their own professional advice in relation to the Spanish FTT.

## 1.10 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, and including an intermediary through which Notes are held) may be required to withhold at a rate of 30 per cent. on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting or related requirements. The term “foreign passthru payments” is not yet defined. A number of jurisdictions (including Spain) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (IGAs), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, proposed regulations have been issued that provide that 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. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Notes 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 (including by reason of a substitution of the issuer). However, even if the Notes are otherwise so grandfathered, if additional Notes (as described under “*Terms and Conditions—Further Issues*”) 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.

## FORM OF FINAL TERMS

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

**EU MiFID II product governance / Professional investors and ECPs 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 EU MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. 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 EU 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.

**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**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (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. 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.

**[UK MiFIR product governance / Professional investors and ECPs 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. [*Consider any negative target market*]. 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 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.]

**[Singapore Securities and Futures Act Product Classification** – Solely for the purposes of its obligations pursuant to Sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore) (as modified or amended from time to time, the “**SFA**”), the Issuer has determined, and hereby notifies all

relevant persons (as defined in Section 309A of the SFA) that the Notes are [*“prescribed capital markets products”*]/[*“capital markets products other than prescribed capital markets products”*] (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018).]

**Final Terms dated [●]**

**Servicios Financieros Carrefour, E.F.C., S.A.**

**Legal entity identifier (LEI): [5493009TO08H2XXXHQ45]**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]**

**under the**

**EUR 2,500,000,000**

**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 18 June 2025 [and the supplement(s) to it dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of [Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”)]/[the Prospectus Regulation]. 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.

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus has been published on the website of Euronext Dublin and will be available at: <https://live.euronext.com> and on the website of the Issuer at <https://www.pass.carrefour.es/investors-relationship>.

*(Where listing is not on an EU regulated market or Notes are unlisted, references to the Prospectus Regulation in the Final Terms should be removed.)*

*(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 (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms.)*

- |     |   |   |
|-----|---|---|
| (1) | Issuer:   | Servicios Financieros Carrefour, E.F.C., S.A.   |
| (2) | (i) Series Number:                              | [●]   |
|     | (ii) Tranche Number:                            | [●]   |
|     | (iii) [Date on which the Notes become fungible: | [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the <i>[insert description of the Series]</i> on <i>[insert date/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [24] below [which is expected to occur on or about [insert date]]]</i> ].] |
| (3) | Specified Currency:                             | [●]   |

- (4) Aggregate Nominal Amount: [●]
- (iv) Series: [●]
- (v) Tranche: [●]
- (5) Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (*in the case of fungible issues only, if applicable*)]
- (6) (i) Specified Denomination(s): [●]
- (ii) Calculation Amount: [●]
- (7) (i) Issue Date: [●]
- (ii) Interest Commencement Date: [*Specify*]/Issue Date/Not Applicable]
- (8) Maturity Date: [[●] *specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
- (9) Interest Basis: [[●] per cent. Fixed Rate]  
[EURIBOR/€STR] +/- [●] per cent. Floating Rate]  
(further particulars specified below)
- (10) Redemption Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount.
- (11) Put/Call Options: [Issuer Call]  
[Make-Whole Redemption by the Issuer]  
[Residual Maturity Call Option]  
[Substantial Purchase Event]  
[Change of Control Put Option]  
[Put Option]  
[(further particulars specified below)]
- (13) Dates of the corporate authorisations for issuance of Notes obtained: [[●] [and of [●] [*function*]] deciding the issue of the Notes]

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- (14) Fixed Rate Note Provisions [Applicable/Not Applicable] (*If Not Applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Rate [(s)] of Interest: [●] per cent. per annum [payable annually/semi-annually/quarterly/monthly/other (*specify*) in arrear on each Interest Payment Date]
- (ii) Interest Payment Date(s): [●] in each year
- (iii) Fixed Coupon Amount [(s)]: [●] per Calculation Amount
- (iv) Broken Amounts: [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]



- (v) Day Count Fraction: [Actual/Actual / Actual/Actual-ISDA / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis]
- (vi) Determination Dates: [[●] in each year] [Not Applicable] *(insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last Coupon. N.B. only relevant where Day Count Fraction is Actual/Actual-ICMA)*
- (15) Floating Rate Provisions [Applicable/Not Applicable] *(If Not Applicable, delete the remaining sub-paragraphs of this paragraph).*
- (i) Interest Period(s): [●] [subject to adjustment in accordance with the Business Day Convention set out in (v) below]
- (ii) Specified Interest Payment Dates: [●] in each year [subject to adjustment in accordance with the Business Day Convention set out in (v) below]
- (iii) Interest Period Date: [Not Applicable] [[●] in each year] [subject to adjustment in accordance with the Business Day Convention set out in (v) below] *(Not Applicable unless different from Interest Payment Date)*
- (iv) First Interest Payment Date: [●]
- (v) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
- (vi) Business Centre(s): [●]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ ISDA Determination]
- (viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent): [●]
- (ix) Screen Rate Determination: [Applicable/Not Applicable]
- Index Determination: [Applicable/Not Applicable]
- Insert only if Index Determination is not applicable:*
- Reference Rate: [EURIBOR/€STR] [Not Applicable] *(if the Rate of Interest is determined by linear interpolation in respect of an interest period, insert the relevant*

*interest period(s) and the relevant two rates used for such determination)*

- Relevant Inter-Bank Market: [●]
  - Relevant Screen Page Time: [●]
  - Interest Determination Date(s): [●] [The date falling [●] Business Days prior to the first day of each Interest Accrual Period]/ [First day of each Interest Accrual Period]/[The [first, second, third etc.] Business Day immediately preceding the Interest Payment Date for each Interest Accrual Period (or immediately preceding such earlier date, if any, on which the Notes are due and payable).][*provide details*][The Interest Payment Date at the end of each Interest Accrual Period; provided that the Interest Determination Date with respect to the last Interest Accrual Period prior to the Maturity Date or the date fixed for redemption will be the Rate Cut-off Date (*Include this wording for Payment Delay only*)]
- (To be at least 5 Business Days before the relevant Interest Payment Date where the Reference Rate is €STR, without the prior agreement of the Fiscal Agent.)*
- (In the case of €STR) [[●] London Banking Days prior to the Interest Payment Date for the relevant Interest Period]*
- Effective Interest Payment Date: [The date falling [●] Business Days following each Interest Payment Date, provided that the Effective Interest Payment Date with respect to the last Interest Period will be the Maturity Date or, if the Issuer elects to redeem the Notes before the Maturity Date, the date fixed for redemption (*include for Payment Delay only*)]/[Not Applicable]
- (Effective Interest Payment Dates should be at least 5 Business Days after the Interest Payment Dates, unless otherwise agreed with the Fiscal Agent.)*
- p: [●]
- (number of Business Days used to determine the Observation Period in accordance with Condition 5(iii)(C)(V))*
- Relevant Screen Page: [●]/[ECB's Website]

- Calculation Method: [Weighted Average/Compounded Daily/Not Applicable]
- Observation Method: [Lag/Lock-out/Observation Shift/Payment Delay/Not Applicable]
- Observation Look-back Period: [●]/[Not Applicable]  
*(The Observation Look-back Period should be at least as many Business Days before the Interest Payment Date as the Interest Determination Date. "Observation Look-back Period" is only applicable where "Lag" or "Observation Shift" is selected as the Observation Method; otherwise, select "Not Applicable".)*
- D: [365/360/[●]/[Not Applicable]]  
*(number used to determine the Compounded Daily Reference Rate in accordance with Condition 5(iii)(C)(V))*
- Rate Cut-off Date: [The date falling [●] Business Days prior to the Maturity Date or the date fixed for redemption, as applicable (include for Payment Delay only)]/[Not Applicable]  
*(The Rate Cut-off Date should be at least 5 Business Days prior to the Maturity Date or the date fixed for redemption, unless otherwise agreed with the Fiscal Agent.)*
- Reference Banks (when the Relevant Screen Page is not available): [●]
- [Reference Currency: [●]]
- [Relevant Swap Rate: [●]]
  - [Relevant Financial Centre: [●]]
  - [Designated Maturity: [●]]
  - [Specified Time: [●]]
- Insert only if Index Determination is applicable:*
- Compounded Index: [€STR Compounded Index]/[●]
- Interest Determination Date: [●]/[The day falling the Relevant Number of Index Days prior to the relevant Interest Payment Date, or such other date on which the relevant payment of interest falls due (but which, by its definition or the

	operation of the relevant provisions, is excluded from the relevant Interest Accrual Period)]
- Relevant Decimal Place:	[●]/[As per the Conditions] <i>(Relevant Decimal Place should be a number that is five or greater for Compounded Daily €STR.)</i>
- Relevant Number:	[●]/[As per the Conditions]
- Numerator:	[●]/[As per the Conditions]
(x) ISDA Determination:	[Applicable/Not Applicable] <i>(If not applicable delete the remaining sub-paragraphs of this paragraph)</i>
ISDA Definitions:	[2006 ISDA Definitions / 2021 ISDA Definitions]
- Floating Rate Option:	[●] [Overnight Floating Rate Option] [Index Floating Rate Option] <i>(if the Rate of Interest is determined by linear interpolation in respect of an interest period, insert the relevant interest period(s) and the relevant two rates used for such determination)</i>
- Designated Maturity:	[●]
- Reset Date:	[●]
- Compounding	[Applicable/Not Applicable] <i>(If not applicable delete the remaining sub-paragraphs of this paragraph)</i>
- [Compounding Method	[Compounding with Lookback Lookback: [●] Applicable Business Days  [Compounding with Observation Period Shift Observation Period Shift: [●] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [●]/[Not Applicable]]  [Compounding with Lockout Lockout: [●] Lockout Period Business Days Lockout Period Business Days: [●]/[Applicable Business Days]]
- Averaging	[Applicable/Not Applicable] <i>(If not applicable delete the remaining sub-paragraphs of this paragraph)</i>
- [Averaging Method:	[Averaging with Lookback Lookback: [●] Applicable Business Days]

	[Averaging with Observation Period Shift]
	Observation Period Shift: [●] Observation Period Shift Business Days
	Observation Period Shift Additional Business Days: [●]/[Not Applicable]]
	[Averaging with Lockout]
	Lockout: [●] Lockout Period Business Days
	Lockout Period Business Days: [●]/[Applicable Business Days]]
- Index Provisions	[Applicable/Not Applicable] ( <i>If not applicable delete the remaining sub-paragraphs of this paragraph</i> )
- [Index Method	Compounded Index Method with Observation Period Shift
	Observation Period Shift: [●] Observation Period Shift Business Days
	Observation Period Shift Additional Business Days: [●]/[Not Applicable]]
(xi) Linear interpolation:	[Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation ( <i>specify for each short or long interest period</i> )/Not Applicable]
(xii) Margin(s):	[+/-] [●] per cent. <i>per annum</i>
(xiii) Minimum Rate of Interest:	[●] per cent. <i>per annum</i>
(xiv) Maximum Rate of Interest:	[●] per cent. <i>per annum</i> /[Not Applicable]
(xv) Day Count Fraction:	[Actual/Actual / Actual/Actual-ISDA / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis]
(16) Ratings Step-Up/Step-Down:	[Applicable/Not Applicable]
- Step-Up Margin:	[●]
<b>PROVISIONS RELATING TO REDEMPTION</b>	
(17) Notice period for Condition 6(f) ( <i>Redemption for Tax Reasons</i> )	[As per the Conditions]/ [●]
(18) Call Option	[Applicable/Not Applicable] ( <i>If Not Applicable, delete the remaining sub-paragraphs of this paragraph</i> )
(i) Optional Redemption Date(s):	[●]

	(ii) Optional Redemption Amount(s) of each Note:	[●] per Note [of [●] Calculation Amount] [Make-whole Amount]
	(iii) If redeemable in part:	[●]
	- Minimum Redemption Amount:	[[●] per Calculation Amount]/[Not Applicable]
	- Maximum Redemption Amount:	[[●] per Calculation Amount]/[Not Applicable]
	(iv) Notice period:	[As per the Conditions]/ [●]
(19)	Make-Whole Redemption by the Issuer	[Applicable/Not Applicable]  <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Reference Security:	[●]
	(ii) Redemption Margin:	[●]
	(iii) Reference Dealers:	[[●]/ As per Conditions]
	(iv) Notice period:	[As per the Conditions]/ [●]
(20)	Residual Maturity Call Option	[Applicable/Not Applicable]  <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Call Option Date:	[●]
	(ii) Notice period:	[As per the Conditions]/ [●]
	(iii) Time period:	[As per the Conditions]/ [●]
(21)	Substantial Purchase Event	[Applicable/Not Applicable]
	(i) Substantial Purchase Event Redemption Amount	[●] per Note [of [●] Specified Denomination]
	(ii) Notice period:	[As per the Conditions]/ [●]
(22)	Change of Control Put Option	[Applicable/Not Applicable]
(23)	Put Option	[Applicable/Not Applicable] <i>(If Not Applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note:	[●] per Note [of [●] Specified Denomination]
	(iii) Notice period:	[●]
(24)	Final Redemption Amount of each Note	[[●] per Note [of [●] Calculation Amount]]

- (25) Early Redemption Amount
- Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default or other early redemption: [[●] per Note [of [●] Calculation Amount]]

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

- (26) Form of Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
- [Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]
- [Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]
- (27) New Global Note/held under New Safekeeping Structure: [Yes] [No]
- (28) Financial Centre(s): *[Not Applicable/Give details]. (Note that this paragraph relates to the date of payment, and not the dates of interest periods for the purposes of calculating the amount of interest, to which subparagraph 16(vii) relate)*

#### 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 Servicios Financieros Carrefour, E.F.C., S.A.:

Duly authorised by:

## PART B – OTHER INFORMATION

### 1 ADMISSION TO TRADING

- (i) Admission to trading:

[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of Euronext Dublin with effect from [●].]  
[Application will be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of Euronext Dublin 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/The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]: [●].]

[Fitch Ratings: [●]]

[Moody's: [●]]

[S&P: [●]]

[Other: [●]]

*(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.)*

*[Insert one (or more) of the following options, as applicable:*

*[[Insert credit rating agency/ies] [is/are] established in the European Union and [has/have each] applied for registration under Regulation (EC) No 1060/2009 (as amended) (the “EU CRA Regulation”), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]*

*[[Insert credit rating agency/ies] [is/are] established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended) (the “EU CRA Regulation”). As such, [Insert credit rating agency/ies][is/are] included in the list of credit rating agencies published by the*



European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with EU CRA Regulation.]

[[*Insert credit rating agency/ies*] [is/are] not established in the European Union and [has/have each] not applied for registration under Regulation (EC) No 1060/2009 (as amended) (the “**EU CRA Regulation**”).]

[[*Insert credit rating agency/ies*] is not established in the European Union but the rating it has given to the Notes is endorsed by [*insert credit rating agency*], which is established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended) (the “**EU CRA Regulation**”).]

[[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EU but is certified under (EC) No 1060/2009 (as amended) (the “**EU CRA Regulation**”).]

[[The rating [*insert legal name of credit rating agency*] has given to the Notes is endorsed by a credit agency which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”).]

[[*Insert legal name of credit rating agency*] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”).]

[[*Insert legal name of credit rating agency*] has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”) and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

*[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/OFFER]**

*Need to include a description of any interest, including conflicting ones, that is material to the [issue/offer], detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

[Save for any fees payable to the [Managers/Dealers] so far as the Issuer is aware, no person involved in the offer 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 activities for, the Issuer and its affiliates in the ordinary course of business.]

*[(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 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i)] Reasons for the offer:

[[●]

[[[See “Use of Proceeds” wording in Base Prospectus] – if reasons for offer different from what is disclosed in the Base Prospectus, will need to give details here.]]

[(ii)] Estimated net proceeds:

[●]

[(iii)] Estimated total expenses:

[[●] *[Include breakdown of expenses.]*

*(Only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)]*

#### 5 [Fixed Rate Notes only – YIELD

Indication of yield:

[●] per cent. *per annum*

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

#### 6 OPERATIONAL INFORMATION

Trade Date:

[●]

ISIN:

[●]

Common Code:

[●]

Any clearing system(s) other than Euroclear and Clearstream Banking, S.A. and the relevant identification number(s):

[Not Applicable/give name(s) and number(s)] [and address(es)]

Delivery:

Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any):

[●]

Relevant Benchmark[s]:

[[●] is provided by [administrator legal name]][repeat as necessary]. As at the date hereof, [[administrator legal name][appears]/[does not appear]][repeat as necessary] in the register of administrators and benchmarks

established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the EU Benchmark Regulation]/[As far as the Issuer is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of the EU Benchmark Regulation]/[As far as the Issuer is aware, the transitional provisions in Article 51 of the EU Benchmark Regulation apply, such that [*name of administrator*] is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence)]/[Not Applicable].

[Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes. Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper 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 the ECB being satisfied that Eurosystem eligibility criteria have been met.]/

[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

## 7 DISTRIBUTION

(i) Method of distribution:

[Syndicated/Non-syndicated]

(ii) If syndicated:

(A) Names of Managers:

[Not Applicable/*give names*]

(B) Stabilisation Manager(s) if any:

[Not Applicable/*give name*]

(iii) If non-syndicated, name of Dealer:

[Not Applicable/*give name*]

(iv) US Selling Restrictions (Categories of potential investors to which the Notes are offered):

Reg. S Compliance Category [2] applies to the Notes; [TEFRA C applies/TEFRA D applies/TEFRA not applicable]

## GENERAL INFORMATION

### Application for Listing

1. Application has been made to Euronext Dublin (“Euronext Dublin”) for the Notes issued under the Programme to be admitted to the Official List and for such Notes to be admitted to trading on Euronext Dublin’s regulated market.

### Authorisation

2. The establishment of the Programme was authorised by means of the resolutions adopted by the Board of Directors of the Issuer on 18 March 2025.
3. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes, including the resolutions adopted by the General Meeting of the Issuer on 29 May 2025.

### Significant/Material Change

4. Save as disclosed in section Note 1.11 of the 2024 Financial Statements (“*Events after the reporting period*”), there has been no material adverse change in the prospects of the Issuer nor any significant change in the financial position of the Issuer and its subsidiaries since the date of the Issuer’s last published audited financial statements.

### Auditors

5. The standalone annual financial statements of the Issuer for the years ended 31 December 2024 and 31 December 2023 were audited by Deloitte Auditores, S.L. (“**Deloitte**”), registered under number S0692 in the Official Register of Auditors (*Registro Oficial de Auditores de Cuentas*) and is a member of the *Instituto de Censores Jurados de Cuentas de España*. The registered office of Deloitte is Plaza Pablo Ruiz Picasso, 1 - Torre Picasso, 28020, Madrid, Spain.

### Documents on Display

6. For so long as any of the Notes are outstanding, the following information may be inspected free of charge by electronic means at the website of the Issuer (<https://www.pass.carrefour.es/investors-relationship>):
  - (i) the by-laws (*estatutos*) of the Issuer, as the same may be updated from time to time; and
  - (ii) the information incorporated by reference herein, from time to time, under “*Information Incorporated by Reference*”.
7. Each of the Final Terms shall be published in electronic form (pdf copies) on the website of Euronext Dublin (<https://live.euronext.com/>).

### Material Contracts

8. No contracts had been entered into that were not in the ordinary course of business of the Issuer that is material to the Issuer’s ability to meet its obligations to the Noteholders.

### Third Party Information

9. Where information in this Base Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published

by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading.

### **Clearing of the Notes**

10. The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code, the International Securities Identification Number (ISIN) and/or (where applicable) the identification number for any other relevant clearing system in relation to the Notes of each Series will be specified in the relevant Final Terms. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.
11. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg.

### **Issue Price and Yield (Fixed Rate Notes only)**

12. Notes may be issued at any price. The issue price of each Tranche of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions and the issue price of the relevant Notes or the method of determining the price and the process for its disclosure will be set out in the relevant Final Terms. In case of different Tranches of a Series of Notes, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment in respect of the Series) to the issue date of the relevant Tranche.

The yield of each Tranche of Notes set out in the relevant Final Terms will be calculated as of the relevant issue date on an annual or semi-annual basis using the relevant issue price. It is not an indication of future yield.

The Issuer does not intend to provide any post-issuance information in relation to the Notes.

### **Dealers transacting with the Issuer**

13. Certain of the Dealers and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial notes (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or notes of the Issuer or its affiliates. Certain of the Dealers or their respective affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their respective 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 respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial notes and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and notes.

## **REGISTERED OFFICE OF THE ISSUER**

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## **ARRANGERS**

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Ciudad Grupo Santander  
Edificio Encinar, Avenida de Cantabria s/n  
28660, Boadilla del Monte, Madrid  
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**BNP PARIBAS**  
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75009 Paris  
France

**Société Générale**  
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75009 Paris  
France

## **DEALERS**

**Banco Bilbao Vizcaya Argentaria, S.A.**  
Ciudad BBVA  
Edificio Asia  
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**Crédit Agricole Corporate and Investment Bank**  
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## **AUDITORS OF THE ISSUER**

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Sir John Rogerson's Quay  
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Ireland

## **IRISH LISTING AGENT**

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**LEGAL ADVISERS TO THE ISSUER**

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*As to Spanish Law*

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