

# Final Verification Report

In respect of the Transaction

**„SC Germany Auto 2019-1 UG“ (Santander Consumer Bank AG)**



27 November 2019

## **Authorization of SVI as third party**

STS Verification International GmbH ("SVI") has been authorized by the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht "BaFin", as the competent authority pursuant to Art 29 of the Securitisation Regulation and § 44 German Banking Act) to act in all EU countries as third party pursuant to Art 28 of the Securitisation Regulation to verify compliance with the STS Criteria pursuant to Art 27 (2) of the Securitisation Regulation.

## **Mandating of SVI and verification steps**

On 2 September 2019, SVI has been mandated by the Seller (Santander Consumer Bank AG) to verify compliance with the STS criteria pursuant to Article 28 of the Securitisation Regulation for the securitisation transaction "SC Germany Auto 2019-1" (the "Transaction").

As part of our verification work and the preparation therefor, we have met with representatives of Santander Consumer Bank AG to conduct an onsite due diligence meeting in Mönchengladbach on 5 September 2019. In addition, we have discussed selected aspects of the Transaction with Santander Consumer Bank AG and legal counsel and obtained additional information on the transaction structure, the underwriting and servicing procedures of Santander Consumer Bank AG and the underlying transaction documentation.

For the purposes of our analysis, we have reviewed the following documents and other information related to the Transaction:

- Prospectus
- German Legal Opinion
- Receivables Purchase Agreement
- Servicing Agreement
- Due Diligence Presentation by Santander Consumer Bank AG
- Agreed-upon Procedures Report

- Liability cash flow model
- Additional information received by e-mail, such as confirmations, comments, etc.

### Verification Methodology

The fulfilment of each verification point in this Final Verification Report provided to the Originator is evaluated on the basis of three fulfilment values (traffic light status):

Criterion is fully met	
Criterion is mostly met, but with comments or requests for missing information	
Criterion not (yet) met on the basis of available information	

The verification process is based on the SVI verification manual ("Verification Manual"), defined terms of the Verification Manual shall also apply to this report. It describes the verification process and the individual inspections in detail. The Verification Manual is applicable to all parties involved in the verification process and its application ensures an objective and uniform verification of transactions to be verified. Based on the Verification Manual, SVI has derived the Transaction Verification Catalogue for this Transaction as described under Verification Method in this report. For a full description of the methodology used by SVI for the Verification can be found in the Verification Manual on our website: [www.svi-gmbh.com](http://www.svi-gmbh.com).

## **Disclaimer of SVI**

SVI grants a registered verification label “verified – STS VERIFICATION INTERNATIONAL” if a securitisation complies with the requirements for simple, transparent and standardised securitisation as set out in Articles 19 to 22 of the Securitisation Regulation ("STS Requirements"). The aim of the Securitisation Regulation is to restart high-quality securitisation markets, and the intention of implementing a framework for simple, transparent and standardised transactions with corresponding STS criteria shall contribute to this. However, it should be noted that the SVI verification does not affect the liability of an originator or special purpose vehicle in respect of their legal obligations under the Securitisation Regulation. Furthermore, the use of verification services from SVI shall not affect the obligations imposed on institutional investors as set out in Article 5 of the Securitisation Regulation. Notwithstanding confirmation by SVI which verifies compliance of a securitisation with the STS Requirements, such verification by SVI does not ensure the compliance of a securitisation with the general requirements of the Securitisation Regulation.

SVI has carried out no other investigations or surveys in respect of the issuer or the notes concerned other than as set out in this Final Verification Report and disclaims any responsibility for monitoring the issuer’s continuing compliance with these standards or any other aspect of the issuer’s activities or operations. Furthermore, SVI has not provided any form of advisory, audit or equivalent service to the Originator, Issuer or Sponsor.

Investors should therefore not evaluate their investment in notes on the basis of this Final Verification Report.

SVI assumes due performance of the contractual obligation thereunder by each of the parties and the representations made and warranties given in each case by any persons to SVI or in any of the documents are true, not misleading and complete.

## LIST OF ABBREVIATIONS/DEFINITIONS

Note: For any other term used in this Final Verification Report in capital spelling, please refer to the defined terms in the section “Index of Defined Terms” in the Prospectus.

AuP	Agreed-upon Procedures
BaFin	Bundesanstalt für Finanzdienstleistungsaufsicht (German Federal Financial Supervisory Authority)
CF-Model	Cash Flow-Model
EBA	European Banking Authority
EBA Guidelines	Final Report on Guidelines on the STS criteria for non-ABCP securitisation, as published by EBA on 12 December 2018
Final Verification Report	Final Verification Report prepared by SVI in respect of the Transaction
Issuer	SC Germany Auto 2019-1
LO	Legal Opinion
MAR	Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation)
Originator	Santander Consumer Bank AG
Prospectus	Prospectus dated 25 November 2019
RPA	Receivables Purchase Agreement
RTS on Homogeneity	Commission Delegated Regulation dated 28 May 2019 supplementing the Securitisation Regulation with regard to regulatory technical standards on the homogeneity of the underlying exposures in securitisation
Santander Consumer Bank	Santander Consumer Bank AG
Securitisation Regulation	Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012
Seller	Santander Consumer Bank AG
Servicer	Santander Consumer Bank AG
SPV	Special Purpose Vehicle or Issuer
Transaction	The securitisation of retail auto loan receivables involving SC Germany Auto 2019-1 as Issuer

#	Criterion Article 20 (1)	Verification Report
1	Assignment or transfer of ownership of the risk positions takes place by means of a <b>true sale</b> and is legally enforceable.	<p><u>Verification Method:</u> Legal (Legal opinion) / Due Diligence (Prospectus)</p> <p>The LO expresses the opinion that the sale and transfer of a Receivable and security transfer of title to the Financed Vehicles in accordance with the RPA and Transaction Security Agreement will:</p> <ul style="list-style-type: none"> <li>- be legal, valid and enforceable,</li> <li>- in case of insolvency proceedings of the Seller be considered a “true sale” leading to a segregation right (<i>Aussonderungsrecht</i>) in relation to Purchased Receivables and (subject to a deduction of determination and enforcement fees of around 9% plus any VAT) a preferential claim (<i>Absonderungsrecht</i>) in relation to the Financed Vehicles,</li> <li>- grant the Purchaser a right to opposition (<i>Drittwiderspruchsklage</i>) if a creditor of the Seller enforces a claim against the Seller by way of attachment (<i>Pfändung</i>) of such assets.</li> </ul> <p>The LO confirms that subject to the general legal principles (in particular in case of commingling with own funds), no insolvency administrator or creditor of the Servicer will be able to successfully challenge payments made by the Servicer under the Servicing Agreement with respect to Collections on Purchased Receivables.</p> <p>The LO contains customary assumptions and qualifications, inter alia with regard to solvency, set-off, avoidance, claw-back and re-characterisation into a secured loan.</p> <p>No opinion is given and we are not aware of any external legal memo on the validity of the Loan Contracts. However, the Seller represents and warrants pursuant to clause 11.1(h) of the RPA that the Loan Contracts are legally valid, binding and enforceable. As another mitigant, it is an eligibility criterion that the Loan Contract under which a Receivable arises constitutes legal, valid, binding and enforceable obligations so that the deemed collection mechanism pursuant to clause 15 of the RPA would apply in case of a breach.</p>
2	Requirements for the external <b>legal opinion</b>	<p><u>Verification Method:</u> Legal (Legal opinion) / Due Diligence</p> <p>The LO is provided by Ashurst LLP, a well-known law firm with expertise in the area of securitisation.</p> <p>Pursuant to paragraph 4 of the LO, the legal opinion may be disclosed on a confidential and non-reliance basis to SVI and, if required, to any competent public regulatory authority. A draft was provided to SVI.</p>

#	Criterion Article 20 (2)	Verification Report
3	Specification of increased <b>claw-back risks</b> : Are there any provisions in the respective national insolvency law, which could render the transfer voidable?	<p><u>Verification Method</u>: Legal (Legal opinion)</p> <p>Other than as provided by applicable German insolvency laws in case of transfers which are fraudulent, damaging to creditors or favouring certain creditors, there are no such increased risks. Such laws are considered non-increased claw-back risks under #4.</p> <p>The LO is qualified by German insolvency laws. Pursuant to such provisions, additional circumstances must exist so that (i) the insolvency administrator could challenge any transfer made by a transferor within certain time periods and (ii) the burden of proof in relation to the creditors' unawareness of a seller's insolvency would shift to the transferee. The LO basically assumes the absence of such circumstances.</p> <p>As a mitigant against any requirement of the SPV to demonstrate its unawareness of any insolvency of the Seller, the Seller represents and warrants pursuant to clauses 11.1(d)(i) and (iii) of the RPA and 6.2(d)(iii) of the Servicing Agreement that it is not over-indebted, unable to pay its debts when they fall due, in a stoppage of payment situation or in a situation of threatened inability to pay and that it is not aware of any measures having been taken or initiated to commence insolvency proceedings. Those representations are given as of the date of the RPA and Servicing Agreement and shall be repeated according to the sample offer as of the relevant cut-off date in relation to the purchase of Additional Receivables.</p>
#	Criterion Article 20 (3)	Verification Report
4	Specification of non-increased claw-back risks: National insolvency laws are harmless, as they provide for the possibility of reassignment in other unfair ways in the event of fraud, damage to creditors or favouring other creditors.	<p><u>Verification Method</u>: Legal (Legal opinion)</p> <p>Applicable German insolvency laws are considered not to represent any severe claw-back risks (see above under #3).</p>

#	Criterion Article 20 (4)	Verification Report
5	If the sale and transfer is not taking place directly between the seller and the SPV but <b>intermediate sales</b> take place, is the true sale still fulfilled?	<p><u>Verification Method:</u> Legal (Legal opinion, Receivable purchase agreement)</p> <p>Under the transaction structure used by SC Germany Auto 2019-1, the sale and transfer take place directly between the Seller (who is the original lender) and the SPV acting as Issuer, i.e. without any intermediate sale taking place.</p>
#	Criterion Article 20 (5)	Verification Report
6	If the <b>transfer of receivables takes place at a later stage</b> , are the trigger events in relation to the seller's credit quality standing sufficiently defined?	<p><u>Verification Method:</u> Legal (Legal opinion, Receivable purchase agreement)</p> <p>The transfer of the underlying exposures will occur on the closing date of the transaction (scheduled for 27 November 2019), i.e. there will be no transfer of receivables at a later stage.</p>
#	Criterion Article 20 (6)	Verification Report
7	<b>Representations and warranties</b> of the seller with regard to the legal condition of the goods	<p><u>Verification Method:</u> Legal (Receivable purchase agreement)</p> <p>The Seller (who is the original lender) represents and warrants that the Purchased Receivables are legally valid, binding and enforceable Loan Contracts and the Related Collateral and that, to the best of its knowledge, the Purchased Receivables are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect, see section "ELIGIBILITY CRITERIA", items 2., 7. and 11. of the Prospectus and above under #3.</p>
#	Criterion Article 20 (7)	Verification Report
8	Clear selection criteria (' <b>eligibility criteria</b> ') and no active portfolio management (I / III)	<p><u>Verification Method:</u> Legal (Receivable purchase agreement)</p> <p>The underlying exposures transferred from the Seller to the SPV are selected according to predetermined, clear and documented eligibility criteria, see subsection "ELIGIBILITY CRITERIA" in the Prospectus.</p> <p>A Replenishment Period is provided for in the transaction structure. Under the RPA (see section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS", subsection "Receivables Purchase Agreement" of the Prospectus), the Seller may, at its option, effect a replenishment of the Portfolio underlying the Notes by offering to sell additional Receivables up to the</p>

		<p>Replenishment Available Amount to the Issuer pursuant to the RPA. In the offer, the Seller must represent that certain representations and warranties with respect to the relevant Receivable were true and correct on the relevant Purchase Date. To be eligible for sale to the Issuer under the RPA, each Receivable and any part thereof will have to meet the Eligibility Criteria set out in section "DESCRIPTION OF THE PORTFOLIO", subsection "Eligibility Criteria" of the Prospectus. As a consequence, consistent Eligibility Criteria apply on the Note Issuance Date and on any Purchase Date during the Replenishment Period.</p> <p>As a result of the above, and given that the pool of underlying exposures is merely replenished during the Replenishment Period, the criterion "no active portfolio management" is fulfilled.</p>
--	--	---

#	Criterion Article 20 (7)	Verification Report
9	Clear selection criteria ('eligibility criteria') and no active portfolio management (II / III)	<p><u>Verification Method:</u> Due Diligence</p> <p>The underlying exposures in the provisional and the final pool are selected based on a well-established, random selection process.</p> <p>In case a Purchased Receivable did not fulfil the Eligibility Criteria on the relevant Purchase Date, the Seller will be obliged to repurchase the relevant Receivables and any ancillary right for an amount equal to the sum of the Outstanding Principal Amount of the affected portion of any Purchased Receivable and any reduction of the Outstanding Principal Amount of any Purchased Receivable or any other amount owed by a Debtor due to (i) any set-off against the Seller due to a counterclaim of the Debtor or any set-off or equivalent action against the relevant Debtor by the Seller or (ii) any discount or other credit in favour of the Debtor, in each case as of the date of such reduction for such Purchased Receivable, see section "DEFINITIONS", definition of "Deemed Collection" of the Prospectus. There will, however, be no substitution of the ineligible Receivable with a new Receivable.</p>
#	Criterion Article 20 (7)	Verification Report
10	Clear selection criteria ('eligibility criteria') and no active portfolio management (III / III)	<p><u>Verification Method:</u> Data (AuP Report)</p> <p>The asset audit, whereby the audit company performs certain Agreed-upon Procedures with respect to the compliance of the underlying exposures in a randomly selected sample, covers the key eligibility criteria specified for the Transaction. Please also refer to #39 for a summary of the scope of the asset audit.</p>

#	Criterion Article 20 (8)	Verification Report
11	Securitisation of a <b>homogeneous</b> portfolio in terms of asset classes (I / III)	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>According to Art. 1 (a)(v) of the EBA Final RTS on Homogeneity of the underlying exposures the underlying exposures correspond to the asset type 'auto loans and leases'.</p> <p>The Seller has chosen the homogeneity factor according to Art. 2 (4.) (b) of the EBA Final RTS on Homogeneity of the underlying exposures, i.e. jurisdiction, whereby the pool shall consist of underlying exposures relating to Obligors with residence in one jurisdiction (Germany) only, see section "ELIGIBILITY CRITERIA", item 14. of the Prospectus.</p>
12	Securitisation of a homogeneous portfolio in terms of asset classes (II / III)	<p><u>Verification Method:</u> Due Diligence (Underwriting and Servicing Policy)</p> <p>The underlying exposures have been originated in accordance with consistent underwriting standards, as presented in the Due Diligence and further described in # 17. No distinction is made between securitised and non-securitised receivables.</p> <p>The processes assure that only Obligors resident in Germany are originated according to the underwriting policy.</p> <p>The same applies to the servicing policy, with the underlying exposures being serviced using consistent standards and no distinction being made between securitised and non-securitised receivables.</p>
13	Securitisation of a homogeneous portfolio in terms of asset classes (III / III)	<p><u>Verification Method:</u> Data (AuP Report)</p> <p>The homogeneity factor "residence in Germany" is, through the check of the data field "Borrower post code", part of the Eligibility Criteria Verification as further described in #39. The Receivables are exclusively due from Debtors resident in Germany, see section "ELIGIBILITY CRITERIA", item 14. of the Prospectus.</p>
14	The underlying exposures contain <b>obligations that are contractually binding and enforceable</b>	<p><u>Verification Method:</u> Legal (Legal opinion) / Due Diligence</p> <p>Section "ELIGIBILITY CRITERIA", item 2. of the Prospectus contains warranties by the Seller as to the legally valid, binding and enforceable nature of the underlying exposures, i.e. the Loan Contract under which the relevant Receivables arises. Please also refer to #1.</p>

#	Criterion Article 20 (8)	Verification Report
15	<p>The underlying exposures have <b>defined periodic payment streams</b> and do not include <b>transferable securities</b> other than unlisted corporate bonds</p>	<p><u>Verification Method</u>: Legal (Legal opinion, Transaction documents) / Due Diligence / Data (AuP Report)</p> <p>The underlying exposures for the transaction represent standard Retail Auto Loan Receivables originated by Santander Consumer Bank in respect of retail customers that include corporate entities or commercial entrepreneurs as well as private individuals and self-employed individuals. For the purposes of the transaction, two contract types form part of the securitised portfolio:</p> <ol style="list-style-type: none"> <li>1. Loan type "Annuity Loans", under which instalments are calculated on the basis of equal monthly amounts during the life of each loan, and</li> <li>2. loan type "Balloon Loans", under which the final instalment may be higher than the previous instalments.</li> </ol> <p>The payment schedules of the vehicle loans offered by Santander Consumer Bank to its customers require, (i) in the case of annuity loans, equal monthly instalments and (ii) in the case of Balloon Loans, instalments where the final payment amount due is higher than the amount payable by the relevant debtor in its previous loan instalments, comprised, in both cases of an interest and a principal component. The interest component is calculated by application of the interest rate in the applicable contract to the sum of loan amount and corresponding fees. Over the term of the loan, the composition of the equal instalments change with the interest portion is decreasing and the principal portion is increasing towards the end of the loan term.</p> <p>Apart from these variations, the two loan types do not differ structurally in terms of payment streams (with the exception of the final instalment or the balloon payment), as discussed and verified in the Due Diligence.</p> <p>As presented during the Due Diligence, the underlying exposures have defined periodic payment streams relating to principal, interest and insurance-related payments, or to any other right to receive income from assets supporting such payments. The Purchased Receivables derive from Loan Contracts which provide for regular monthly instalments resulting in full amortisation and/or regular monthly instalments plus one higher balloon payment at the end of the contract term. The amortisation occurs on a monthly basis and results in monthly instalment payments consisting of principal and interest. Please also refer to section "CREDIT AND COLLECTION POLICY", subsection "Collection Policy" and under it "Payment Characteristics of Vehicle Loans" as well as section "CREDIT STRUCTURE", subsection "Vehicle Loan Interest Rates" and section "DEFINITIONS", definition of "Collections" in the Prospectus.</p> <p>The eligibility criteria restrict the underlying exposures to Receivables originated under a Loan Contract. The compliance of the provisional pool with the eligibility criteria has been verified through the Eligibility Criteria Verification (see #39).</p>

#	Criterion Article 20 (9)	Verification Report
16	Are there any <b>securitisation positions</b> in the portfolio?	<p><u>Verification Method</u>: Legal (transaction documents) / Due Diligence / Data (AuP Report)</p> <p>The Eligibility Criteria restrict the underlying exposures to Receivables originated under a Loan Contract, thereby assuring that no securitisation position may become part of the portfolio. The compliance of the provisional pool with the eligibility criteria has been verified through the Eligibility Criteria Verification (see # 39).</p> <p>As demonstrated during the Due Diligence, the origination and/or resale of securitisation positions is not part of the business model of the Originator and not permitted under the Originators' underwriting policy.</p>
#	Criterion Article 20 (10)	Verification Report
17	<b>Origination of underlying exposures in the ordinary course of business</b> and in accordance with underwriting standards that are no less stringent than those applied to non-securitised risk positions	<p><u>Verification Method</u>: Legal (Underwriting and Servicing Policy) / Due Diligence</p> <p>Founded in 1957 Santander Consumer Bank is today the largest non-captive and second largest car finance provider in Germany. Organisation and business processes have been developed over decades. Santander Consumer Bank is subject to the supervision of the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) in co-operation with the German central bank (Bundesbank) and the European Central Bank in accordance with the German Banking Act (Kreditwesengesetz) (please also refer to section "THE SELLER, THE SERVICER AND THE SUBORDINATED LOAN PROVIDER", subsection "Business Activities" of the Prospectus).</p> <p>As presented and discussed in the Due Diligence, the well-developed, highly professional and reasonably automated organisation of Santander Consumer Bank's business procedures is in line with the volume and quantity of business transactions. Sales are made via the involved car dealers.</p> <p>Santander Consumer Bank's business procedures assure that securitised exposures have been originated in the ordinary course of business and in accordance with uniform standards. Deviations from the underwriting policy are only permissible in well-defined and documented instances. The underlying exposures are selected for securitisation using a random selection process.</p> <p>The underlying exposures are similar to the non-securitised loan contracts in the asset type "auto loans and leases" (see definition of "similar exposures" in the EBA Guidelines) due to the strictly random selection process.</p> <p>A Replenishment Period is provided for in the transaction structure. The Seller confirms in the Prospectus that there have been no material changes from prior underwriting standards since the origination of the Purchased Receivables. This was confirmed during the Due Diligence at Santander Consumer Bank. Furthermore, the Seller confirms that any future material changes from prior underwriting standards will be fully disclosed in the Investor Report without undue delay (see section "ASSET REPRESENTATIONS AND WARRANTIES OF SANTANDER CONSUMER BANK AG", item (e) as well as section "OUTLINE OF THE OTHER PRINCIPAL</p>

TRANSACTION DOCUMENTS”, subsection “Receivables Purchase Agreement” and under it “Undertakings”, item (j) of the Prospectus).

#	Criterion Article 20 (10)	Verification Report
18	<b>Underwriting standards</b> for securitised exposures are no less stringent than those applied to non-securitised exposures	<p><u>Verification Method:</u> Due Diligence</p> <p>As presented and discussed in the Due Diligence, no distinction is made between securitised and non-securitised exposures in any respect, be it applicable regulatory standards, competence grid and involvement of decision-makers, distribution channels, product types and product characteristics, annual agreements on (sales) objectives, sales management measures and bonus systems, lending standards, approval processes and incentive measures, credit processing, dunning procedures, debt collection, realisation of collateral, customer service, outsourcing of sales, underwriting and servicing activities or areas of risk controlling, accounting and reporting (except for the required reporting of ABS transactions).</p> <p>Employees of the Seller or sales staff of car dealers involved in the underwriting do not know whether a risk position currently being processed for application will be securitised at a later stage or not.</p>

#	Criterion Article 20 (10)	Verification Report
19	<b>Assessment of the borrower’s creditworthiness</b> performed in accordance with Article 8 of Directive 2008/48/EC, or paragraphs 1 to 4, point (a) of paragraph 5 and paragraph 6 of Article 18 of Directive 2014/17/EU or, if applicable, the analogous provisions of a third country	<p><u>Verification Method:</u> regulatory / legal / due diligence / data</p> <p>Santander Consumer Bank is a credit institution (“Kreditinstitut”) according to §1 German Banking Act. As such, the Seller is supervised by BaFin as competent national supervisory authority in co-operation with the German central bank (Bundesbank) and by the European Central Bank. Santander Consumer Bank performs the „Assessment of the borrower’s creditworthiness” with respect to Loan Contracts with consumers in accordance with Article 8 of Directive 2008/48/EC, please refer to section “ASSET REPRESENTATION AND WARRANTIES OF SANTANDER CONSUMER BANK AG”, item (d) of the Prospectus.</p>

#	Criterion Article 20 (10)	Verification Report
20	<b>Originator's experience</b> (management and senior staff) in origination of risk positions	<p><u>Verification Method:</u> Regulatory (suitable proof incl. Imprint Website) / Due Diligence</p> <p>As an institution, the Seller does have substantially more than 5 years of experience in origination and underwriting of exposures similar to those securitised, see section "ASSET REPRESENTATIONS AND WARRANTIES OF SANTANDER CONSUMER BANK AG", item (f) of the Prospectus.</p>
#	Criterion Article 20 (11)	Verification Report
21	The underlying exposures are <b>transferred without undue delay</b> after selection	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>The dates of the preliminary and final pool cuts are 30 September 2019 and 31 October 2019, respectively. Transfer of the final pool will occur at closing (scheduled for 27 November 2019), i.e. without undue delay.</p>
#	Criterion Article 20 (11)	Verification Report
22	The underlying exposures do not include <b>any defaulted exposures</b> or to <b>debtors/guarantors with impaired creditworthiness</b>	<p><u>Verification Method:</u> Regulatory (suitable proof incl. Imprint Website) / Legal (Transaction documents) / Due Diligence / Data (AuP Report)</p> <p>The Seller is an institution subject to Regulation (EU) 575/2013. As presented in the Due Diligence and confirmed in the Prospectus the Purchased Receivables are transferred to the Issuer after selection without undue delay and do not include, at the time of selection and to the best of the Seller's knowledge, exposures in default within the meaning of Article 178 (1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor (see section "ELIGIBILITY CRITERIA", item 18. of the Prospectus).</p> <p>Furthermore, the underlying exposures will not include Purchased Receivables relating to credit-impaired borrowers or guarantors who have (1) been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within 3 years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within 3 years prior to the transfer date of the underlying exposures to the Issuer; (2) was, at the time of origination, on a public credit registry of persons with adverse credit history; or (3) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable receivables held by the Seller which are not securitised (see section "ELIGIBILITY CRITERIA", item 18. of the Prospectus).</p> <p>The Seller represents, with regards to the question which sources of information it has used to identify defaulted exposures and to determine if a borrower or guarantor is credit-impaired, that it has obtained information (1) from the Seller on origination of the exposures, (2) in the course of Santander Consumer Bank's servicing of the exposures or Santander Consumer Bank AG's risk</p>

		management procedures, or (3) from a third party, see section "ELIGIBILITY CRITERIA", item 21. of the Prospectus. This is in line with the 'best knowledge' standard stipulated in the EBA Guidelines.
		The Originator has IT systems in place to ensure that defaulted exposures or exposures to debtors/guarantors with impaired creditworthiness are excluded from the provisional or final pool cut.

#	Criterion Article 20 (11)	Verification Report
23	The risk positions do not have a <b>credit assessment or a credit score</b> that allows a significantly higher default risk to be expected than for non-securitised risk positions	<p><u>Verification Method</u>: Due Diligence</p> <p>The most relevant factors determining the expected performance of the underlying exposures in the securitised portfolio are the profiles of the retail customers (a distinction is made between corporate entities or commercial entrepreneurs as well as private individuals and self-employed individuals), credit agencies' information and financial information as well as past payment behaviour. All of these factors have an impact on the credit score.</p> <p>These factors are the same for securitised and non-securitised exposures due to the strictly random selection process.</p> <p>On this basis, it can be reasonably assumed that no worse performance should occur for securitised exposures for the term of the Transaction.</p> <p>The requirement that the underlying exposures do not have a "credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable receivables held by the Seller which are not securitised" is considered to be met as the underlying exposures do not include (i) exposures that are classified as doubtful, impaired, non-performing or similar, or (ii) exposures whose credit quality (based on credit ratings or other credit quality thresholds) significantly differs from the quality of other exposures ordinarily originated by the Seller.</p>

#	Criterion Article 20 (12)	Verification Report
24	At the time of the transfer, the <b>debtor has paid at least 1 instalment</b>	<p><u>Verification Method</u>: Legal (Transaction documents) / Data (AuP Report)</p> <p>The Seller warrants that at least one due Loan Instalments have been paid for the Receivables prior to the respective Purchase Date, see section "ELIGIBILITY CRITERIA", item 12. of the Prospectus.</p> <p>The asset audit, whereby the audit company performs certain Agreed-upon Procedures with respect to the compliance of the underlying exposures in a randomly selected sample (please also refer to #39, Article 22 (2)), covers the above-mentioned eligibility criteria.</p>

#	Criterion Article 20 (13)	Verification Report
25	The repayment of the securitisation position should <b>not be predominantly dependent on the sale of assets</b> collateralising the underlying exposures	<p><u>Verification Method:</u> Legal (Transaction document) / Due Diligence / Data</p> <p>As presented and discussed in the Due Diligence, the Transaction has been structured to not be predominantly dependent on the sale of the cars or other assets securing the Purchased Receivables. The repayment is entirely linked to the repayment of the Receivables; the repayment of the Receivables in turn is not contingent and does not depend on the sale of the vehicles which serve as collateral for the Receivables. As demonstrated during the Due Diligence, the Seller's underwriting focuses on the creditworthiness of its debtors rather than on the recoveries derived from the sale of the cars or other assets securing the Receivables in the case of default.</p>
#	Criterion Article 21 (1)	Verification Report
26	<b>Risk retention</b> (Art. 6.1 of the Securitisation Regulation), usually by the Originator	<p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence</p> <p>Holder of risk retention: Santander Consumer Bank as the Seller, see section "RSIK FACTORS", subsection "EU Risk Retention and Transparency Requirements, and Due Diligence Requirements under the Securitisation Regulation" of the Prospectus.</p> <p>Type of risk retention: in accordance with Article 6(3)(d) of Securitisation Regulation, see section "THE EU RISK RETENTION AND EU TRANSPARENCY REQUIREMENTS", subsection "EU Risk Retention Requirements" of the Prospectus. The Seller will as long as Class A Notes are outstanding retain the Class B notes and the subordinated loan which equal, as at the closing date, a material net economic interest of not less than 5 per cent. of the nominal amount of the securitised exposures in this securitisation transaction.</p> <p>The Monthly Reports will also set out monthly confirmation regarding the continued holding of the risk retention by the Seller, as confirmed by the Seller (see section "RISK FACTORS", subsection "EU Risk Retention and Transparency Requirements, and Due Diligence Requirements under the Securitisation Regulation" of the Prospectus).</p> <p>The legal obligation of the seller to hold the risk retention during the lifetime of the transaction is entered into according to section "RISK FACTORS", subsection "EU Risk Retention and Transparency Requirements, and Due Diligence Requirements under the Securitisation Regulation" of the Prospectus.</p>

#	Criterion Article 21 (2)	Verification Report
27	<b>Appropriate hedging</b> of interest rate and currency risks, no derivatives as underlying risk positions (I / II)	<p><u>Verification Method:</u> Due Diligence</p> <p>Since the Receivables are fixed rate and the Class A Notes are floating rate, interest rate risks arise from such mismatch. Both assets and liabilities of the Issuer are EUR denominated hence no currency risk occurs.</p> <p>The Receivables bear interest at fixed rates while the Class A Notes will bear interest at floating rates based on 1-M-EURIBOR. Interest rate risks for the Class A Notes are hedged appropriately with a fixed-floating interest rate swap. Under the Interest Rate Swap, on each Payment Date, the Issuer will pay the Fixed Swap Rate applied to the aggregate of the Note Principal Amounts of all Class A Notes as of the immediately preceding Payment Date and the Interest Rate Swap Counterparty will pay a floating rate equal to 1-M-EURIBOR plus 0.7%, subject to a floor of zero applied to the same Notional Amount.</p> <p>No further risks in addition to interest rate risks are hedged under the interest rate hedge agreement.</p>

#	Criterion Article 21 (2)	Verification Report
28	Appropriate hedging of interest rate and currency risks, no derivatives as underlying risk positions (II / II)	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>The legal instrument used by the Issuer to hedge interest rate risks are the interest rate swap agreements for the Class A Notes, see in this regard section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS", subsection "Interest Rate Swaps" of the Prospectus.</p> <p>The agreements consider any potential asset liability mismatch by referencing to the outstanding notes balance, and the agreement is based on the 2002 ISDA Master Agreement as established market standard, see section "OUTLINE OF THE TRANSACTION", subsection "Interest Rate Swaps" of the Prospectus.</p> <p>The requirements for eligible swap counterparties are market standard in international finance, see section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS", subsection "Interest Rate Swaps" as well as the definition of "Interest Rate Swap Counterparty Required Rating" in section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS", subsection "Interest Rate Swaps" of the Prospectus.</p>

#	Criterion Article 21 (3)	Verification Report
29	Generally used <b>reference rates</b> for interest payments	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>No reference rates apply to the Receivables which bear fixed interest rates.</p> <p>The Class A Notes will bear interest at floating rates based on 1-M-EURIBOR, see section "TERMS AND CONDITIONS OF THE NOTES", subsection "Interest Rate" as well as the definition of "EURIBOR" in section "DEFINITIONS" of the Prospectus, constituting a market standard reference rate.</p> <p>The interest for the cash accounts will be based on EONIA, also constituting a market standard reference rate.</p> <p>Currency hedges are not provided for in the transaction structure.</p>
#	Criterion Article 21 (4)	Verification Report
30	<b>Requirements in the event of an enforcement</b> or delivery of an acceleration notice	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>After the occurrence of an Issuer Event of Default:</p> <ul style="list-style-type: none"> <li>• no cash will be retained with the Issuer, see section "POST-ENFORCEMENT PRIORITY OF PAYMENTS", of the Transaction Security Agreement.</li> <li>• the principal receipts from the underlying exposures will be used for the fully sequential amortisation of the securitisation positions as determined by the seniority of the securitisation position, see section "POST-ENFORCEMENT PRIORITY OF PAYMENTS", of the Transaction Security Agreement.</li> <li>• all creditors of a class of notes will be served equally.</li> <li>• interest and principal payments are first made for the Class A Notes and then interest and principal payments are made for the subsequent Notes, hence repayments are not reversed with regard to their seniority.</li> <li>• no automatic liquidation or sale of risk positions or assets is provided for.</li> </ul>

#	Criterion Article 21 (5)	Verification Report
31	<b>Sequential repayment</b> as fall-back in the event of a deterioration in portfolio quality for Transactions that feature a non-sequential priority of payments	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>The Transaction has a strictly sequential priority of payment.</p>
#	Criterion Article 21 (6)	Verification Report
32	Early amortisation provisions or triggers for termination of the revolving phase to include at least the following:	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>General: The Issuer will only be allowed to purchase Additional Receivables within the Replenishment Period which is defined as follows: The period commencing on (but excluding) the Note Issuance Date and ending on the Payment date falling in November 2020 (inclusive) as long as no Early Amortisation Event has occurred during this period (see section "DEFINITIONS" in the Prospectus, definition of "Replenishment Period" as well as definition of "Early Amortisation Event"). Thus, the Replenishment Period will end upon the occurrence of an Early Amortisation Event. The following events trigger an Early Amortisation Event:</p>
	a) deterioration in the credit quality of the underlying exposures below a predefined threshold	A deterioration in the credit quality of the Purchased Receivables, measured by the Cumulative Loss Ratio to or above a predefined threshold (as set out in item (a) of the definition of Early Amortisation Event).
	b) insolvency-related events in relation to the Originator or the Servicer	The occurrence of an insolvency-related event with regard to the Servicer (as set out in item (d) of the definition of Early Amortisation Event).
	c) decline in value of the underlying exposures below a predefined threshold	The value of the Purchased Receivables held by the Issuers fall below a predetermined threshold (as set out in item (c) of the definition of Early Amortisation Event).
	d) failure to generate sufficient new underlying exposures for replenishments under revolving Transactions	A failure to generate sufficient new Purchased Receivables that meet the predetermined Replenishment Criteria (as set out in item (b) of the definition of Early Amortisation Event).

#	Criterion Article 21 (7)	Verification Report
33	<p><b>Clear rules</b> in the Transaction documentation regarding obligations, tasks and responsibilities of the Servicer, trustees and other ancillary service providers</p>	<p><u>Verification Method:</u> Legal (Transaction documents)</p> <p>The Servicing Agreement provides for a clear specification of the contractual obligations, duties and responsibilities of the servicer, especially with regard to the servicing, monitoring, reporting and monthly advances to mitigate for commingling risk, as well as the provisions for a potential replacement in case of a Servicer Termination Event, see section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS", subsection "SERVICING AGREEMENT" of the Prospectus or the Servicing Agreement.</p> <p>Similar provisions for the obligations, duties and responsibilities are provided for the following parties, see the respective descriptions in the Prospectus:</p> <ul style="list-style-type: none"> <li>• Transaction Security Trustee (see section "THE TRANSACTION SECURITY TRUSTEE" and "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Trust Agreement)</li> <li>• Data Trustee (see section "THE TRANSACTION SECURITY TRUSTEE" and "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Trust Agreement)</li> <li>• Account Bank (see section "THE ACCOUNT BANK" and "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Account Agreement")</li> <li>• Calculation Agent and Cash Administrator (see section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Agency Agreement" and "THE CORPORATE ADMINISTRATOR, THE CASH ADMINISTRATOR, THE CALCULATION AGENT, THE CALCULATION AGENT AND THE BACK-UP SERVICER FACILITATOR")</li> <li>• Principal Paying Agent and EURIBOR Determination Agent (see section "THE EURIBOR DETERMINATION AGENT AND THE PRINCIPAL PAYING AGENT" and "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Corporate Administration Agreement")</li> <li>• Corporate Administrator (see section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Corporate Administration Agreement" and "THE CORPORATE ADMINISTRATOR, THE CASH ADMINISTRATOR, THE CALCULATION AGENT, THE CALCULATION AGENT AND THE BACK-UP SERVICER FACILITATOR")</li> </ul> <p>The transaction documentation specifies clearly provisions that ensure the replacement of derivative counterparties, liquidity providers and the Account Bank in the case of their default, insolvency, and other specified events, where applicable. In respect of the Account Bank provisions exist for its replacement if the Account Bank does not meet the requirements for the Account Bank Required Rating as set out in in section "THE ACCOUNT BANK" and "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Account Agreement" in the Prospectus.</p>

Also, detailed provisions exist for the obligations, duties and responsibilities of the Swap counterparty (see sections "THE INTEREST RATE SWAP COUNTERPARTY", "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS — Interest Rate Swaps" and "CREDIT STRUCTURE — Interest Rate Swaps" of the Prospectus).

#	Criterion Article 21 (8)	Verification Report
34	<b>Experience of the Servicer</b> (management and senior staff) in the servicing of exposures of a similar nature to those securitised	<p><u>Verification Method:</u> Regulatory (suitable proof) / Legal (Transaction documents) / Due Diligence</p> <p>Santander Consumer Bank is a credit institution (Kreditinstitut) according to §1 German Banking Act. As such, the Seller is supervised by BaFin as competent national supervisory authority in co-operation with the German central bank (Bundesbank) and by the European Central Bank.</p> <p>The Prospectus contains information on the experience of Santander Consumer Bank AG as a seller and servicer, see section "ASSET REPRESENTATIONS AND WARRANTIES OF SANTANDER CONSUMER BANK AG", item (f) and section "THE SELLER, THE SERVICER AND THE SUBORDINATED LOAN PROVIDER" of the Prospectus.</p> <p>In addition, the experience and expertise of the management and the senior staff has been confirmed during the Due Diligence.</p> <p>As a result, Santander Consumer Bank as servicer is deemed to have the relevant expertise as an entity being active as servicer of loan receivables for decades and as servicer of loan receivables securitisations since 1997, and no contrary findings were observed in the due diligence.</p>

#	Criterion Article 21 (8)	Verification Report
35	Appropriate and well documented risk management and service policies, procedures and controls	<p><u>Verification Method:</u> Regulatory (suitable proof) / Due Diligence</p> <p>As a result of the regulatory status (see # 34 above), Santander Consumer Bank AG has well established procedures with regard to risk management, servicing and internal control systems in place, and no contrary findings were observed in the due diligence.</p>

#	Criterion Article 21 (9)	Verification Report
36	Clear and coherent definitions, regulations and possible measures with regard to the <b>servicing of non-performing exposures</b>	<p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence</p> <p>The principles of Servicing and Collections of Santander Consumer Bank AG (see section "CREDIT AND COLLECTION POLICY of the Prospectus) which must be complied in respect of the servicing of the Loan Contracts and the Purchased Receivables by the Servicer in accordance with the Servicing Agreement (as summarised in section "OUTLINE OF THE OTHER PRINCIPAL TRANSACTION DOCUMENTS – Servicing Agreement" of the Prospectus) contains a description of procedures related to:</p> <ul style="list-style-type: none"> <li>• Reminders and Termination</li> <li>• Collection Activities</li> <li>• Sustainable Cure of Delinquent Customers</li> <li>• Enforcement</li> </ul> <p>The loss definition used in the transaction refers to the term "Defaulted Receivables" which means, as of any date, any Purchased Receivable (which is not a Disputed Receivable) which has been declared due and payable in full in accordance with the Credit and Collection Policy.</p> <p>This definition is consistently used in the Prospectus.</p> <p>The procedures presented and discussed in the Due Diligence correspond to the description in the Prospectus and no contrary findings could be observed.</p>
#	Criterion Article 21 (10)	Verification Report
37	<b>Clear rules in the event of conflicts</b> between the different classes of noteholders	<p><u>Verification Method:</u> Regulatory / Legal (Transaction documents)</p> <p>The notes will be issued on the basis of the German Act on Debt Securities of 2009 (Schuldverschreibungsgesetz – SchVG), see for instance section "OVERVIEW OF RULES REGARDING RESOLUTIONS OF NOTEHOLDERS" as well as section "TERMS AND CONDITIONS OF THE NOTES", subsection "Resolution of Noteholders and Modifications" of the Prospectus, providing for clear rules in the event of conflicts between the different classes of noteholders.</p>

#	Criterion Article 22 (1)	Verification Report
38	Provision of <b>historical performance data</b> before pricing	<p><u>Verification Method</u>: Legal (Transaction document) / Due Diligence</p> <p>The historical performance data relates to loans originated by the Seller where the historical data is separated between (i) historical data relating to loan portfolios owed by Debtors that qualify as consumers (the "Consumer Client Portfolio" and (ii) historical data relating to loan portfolios owed by Debtors that do not qualify as consumers, i.e. corporate entities and commercial customers (the "Commercial Client Portfolio") in each case where the related loans finance the purchase of Financed Vehicles. Section "HISTORICAL DATA" in the Prospectus includes the following areas:</p> <p>a) <b>Gross Losses</b> (i.e. before recovery proceeds) in static format (covering the period from Q1 2009 until Q2 2019), separate for the total Consumer Client Portfolio and the total Commercial Client Portfolio, for both sub-portfolios, once again broken down into (i) Used Vehicles, (ii) New Vehicles, (iii) Balloon Loans and (iv) Non-Balloon Loans</p> <p>b) <b>Recoveries</b> (based on customer payments, proceeds on vehicle sales and proceeds in cases of selling the loan to a recovery agency) in static format (covering the period from Q1 2009 until Q2 2019), separate for the total Consumer Client Portfolio and the total Commercial Client Portfolio, for both sub-portfolios, once again broken down into (i) Used Vehicles, (ii) New Vehicles, (iii) Balloon Loans and (iv) Non-Balloon Loans</p> <p>c) <b>Delinquencies</b> as a monthly delinquency rate for 31-60 days, 61-90 days, 91-120 days, 121-150 days and more than 150 days past due (covering the period from January 2009 until June 2019), separate for the total Consumer Client Portfolio and the total Commercial Client Portfolio</p> <p>d) <b>Annualised Prepayments</b> as a monthly prepayment rate (covering the period from January 2009 until June 2019), separate for the total Consumer Client Portfolio and the total Commercial Client Portfolio</p> <p>The data history, which is provided prior to pricing, covers a period of at least 5 years required under Article 22 (1) of the Securitisation Regulation, see section "HISTORICAL DATA" in the Prospectus.</p> <p>Given that the most relevant factors determining the expected performance of the underlying exposures in the securitised portfolio, namely the factors described in #23, are the same to the overall portfolio for which the above mentioned historical performance data have been procured, comparability between the securitised portfolio and the Originator's overall portfolio ("substantially similar exposures") is ensured.</p>

#	Criterion Article 22 (2)	Verification Report
39	Performance of an <b>asset audit</b> on the basis of a sample and defined audit steps (Agreed upon Procedures, AuP) by an external independent party	<p><u>Verification Method:</u> Legal (AuP Report)</p> <p>The Seller has mandated a qualified and experienced audit firm to perform the asset audit followed by the audit firm. The asset audit and the AuP include both of the following:</p> <ul style="list-style-type: none"> <li>a) a verification of the compliance of the underlying exposures in the portfolio with the key eligibility criteria (the "<b>Eligibility Criteria Verification</b>"); and</li> <li>b) verification that the data disclosed to investors in the Preliminary Prospectus in respect of the underlying exposures is accurate (the "<b>Prospectus Data Verification</b>").</li> </ul> <p>The sample drawn for the Eligibility Criteria Verification is representative of the securitised portfolio, based on a provisional pool cut dated 31 August 2019. This is ensured by a sufficiently large sample and random selection, applying a 95% confidence level. The final report prepared by the audit firm with regards to the Eligibility Criteria Verification has been made available to SVI on 25 October 2019. The final report confirms that the Eligibility Criteria Verification has occurred and that no significant adverse findings have been found.</p> <p>The Prospectus Data Verification has been performed by the audit firm based on the final pool cut as of 31 October 2019. This verification has been based on all underlying exposures (loan level data) and the scope has comprised (i) information in the stratification tables (see section "INFORMATION TABLES REGARDING THE PORTFOLIO", tables 1 - 15 of the Prospectus) correspond to the final pool cut and (ii) the calculation of the Run-Off Profile (see section "INFORMATION TABLES REGARDING THE PORTFOLIO", table 16 of the Prospectus) as well as (iii) the calculation on amortisation and weighted average lives of the Notes (see section "EXPECTED MATURITY AND AVERAGE LIFE OF NOTES AND ASSUMPTIONS" of the Prospectus) is correct. In addition, the historical performance data disclosed in the Prospectus (see in this regard criterion #38 as well as section "HISTORICAL DATA" in the Prospectus) have been verified within the scope of the Prospectus Data Verification. The final report prepared by the audit firm with regards to the Prospectus Data Verification has been made available to SVI on 27 November 2019. The final report confirms that the Prospectus Data Verification has occurred and that no adverse findings have been found.</p>

#	Criterion Article 22 (3)	Verification Report
40	<p>Provision of a precise <b>liability cash flow model</b> to the investors prior to pricing by the Originator;  "precise" refers to the possibility for the investor to calculate the amortisation rate and, based on this, the pricing of the securitisation position</p>	<p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence (Cash flow model)</p> <p>Cash flow models have been prepared by INTEX and Bloomberg and are available as web-based tools. SVI has been granted access to the INTEX CF-Model for the SC Germany Auto 2019-1 transaction in order to perform the steps necessary to verify the compliance under Article 22 (3) of the Securitisation Regulation. It should be noted that the statements below do reflect the result of SVI's review of the functionality of the CF-Model and can be considered as a check of plausibility, however, no assurance can be given that the CF-Model calculates correctly in each and every scenario.</p> <p>SVI has verified the CF-Model provided by INTEX, which accurately reflects the contractual relationships and cash flows from the securitised portfolio, cash accounts, swap counterparties, Classes A and B Notes and the Originator/Servicer.</p> <p>A wide range of different scenarios can be modelled, including but not limited to prepayments, delinquencies, defaults (gross losses), recoveries and swap payments. Both size as well as timing of payments or defaults can be varied. Also, digital scenarios such as the exercise of call options (yes/no) can be considered. As a result, both base case scenarios for pricing as well as stress scenarios for credit analysis purposes can be modelled.</p> <p>The CF-Model has been made available on 30 October 2019 and hence has been provided before pricing which has occurred on 7 November 2019. The Originator undertakes to provide potential investors with the CF-Models.</p>
#	Criterion Article 22 (4)	Verification Report
41	<p>For residential mortgage loan, auto loan or leasing portfolios: publication of information on the environmental performance of the assets financed by such underlying exposures (energy performance certificates)</p>	<p><u>Verification Method:</u> Legal (Transaction documents, Due Diligence)</p> <p>The Seller has confirmed that information on the environmental performance of the assets financed by such underlying exposures (in this case: auto vehicles) is not captured in its internal database or IT systems and hence not available for reporting in this Transaction. The Seller / Servicer confirmed under the Servicing Agreement that once information on environmental performance of the Financed Vehicles relating to the Purchased Receivables is available and able to be reported, it will make such information available to investors on an ongoing basis in compliance with the requirements of article 22 (4) of the Securitisation Regulation., see section "THE EU RISK RETENTION AND EU TRANSPARENCY REQUIREMENTS", subsection "EU Transparency Requirements", there under "Environmental Performance Reporting" of the Prospectus.</p>

#	Criterion Article 22 (5)	Verification Report
42	Compliance with the provisions of Art. 7 of the Securitisation Regulation (regarding <b>Transparency</b> ) is the responsibility of the Originator or Sponsor	<p><u>Verification Method:</u> Legal (Transaction documents) / Due Diligence</p> <p>The Originator confirms in section "REPORTING OBLIGATIONS OF THE SERVICER", subsection "Securitisation Regulation" of the Prospectus that it will fulfil the provisions of Art. 7 of the Securitisation Regulation as follows:</p> <ul style="list-style-type: none"> <li>- Art. 7 (1) (a): Loan level data will be made available for the first time at the latest one month after the first payment date. Loan level data will hence be made available at the latest on the Payment Date in December 2019 and then at least on a quarterly basis.</li> <li>- Art. 7 (1) (b): The relevant transaction documentation has been made available prior to pricing.</li> <li>- Art. 7 (1) (c): Not applicable.</li> <li>- Art. 7 (1) (d): In accordance with the draft RTS for notification, the notification will be provided to investors in draft form prior to pricing and in final form not later than 15 days after closing.</li> <li>- Art. 7 (1) (e): The investor report will be made available for the first time on the Payment Date one month after closing (Payment Date scheduled for 13 December 2019) and then at least on a quarterly basis.</li> <li>- Art. 7 (1) (f): Ad hoc announcements will be published as soon as they need to be published under the MAR.</li> <li>- Art. 7 (1) (g): If a "Significant Event" occurs, investors will be informed immediately.</li> </ul> <p>Please also refer to section "THE EU RISK RETENTION AND EU TRANSPARENCY REQUIREMENTS", subsection "EU Transparency Requirements" of the Prospectus.</p> <p>Until the RTS on Art. 7 has entered into force, the information according to Art. 7 (1) (a) and Art. 7 (1) (e) according to Art. 43 (7) will be provided on the basis of the CRA3 templates.</p>

As a result of the verifications documented above, we confirm to Santander Consumer Bank AG that the STS criteria pursuant to Article 19 to 22 of the European Regulation (EU) 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 for the transaction “**SC Germany Auto 2019-1**” have been fulfilled.

**SVI contact details:**

Michael Osswald  
Managing Director  
STS Verification International GmbH  
Mainzer Landstrasse 61  
60329 Frankfurt am Main  
+49 69 8740 344-10  
[michael.osswald@svi-gmbh.com](mailto:michael.osswald@svi-gmbh.com)

Marco Pause  
Associate Director  
STS Verification International GmbH  
Mainzer Landstrasse 61  
60329 Frankfurt am Main  
+49 69 8740 344-43  
[marco.pause@svi-gmbh.com](mailto:marco.pause@svi-gmbh.com)