

Negotiable Commercial Paper

(Negotiable European Commercial Paper - NEU CP)¹

Trade name of the notes defined in article D.213-1 of the French monetary and financial code

Not guaranteed programme

INFORMATION MEMORANDUM	
Name of the programme	SANTANDER UK PLC, NEU CP (ID Programme 2034)
Name of the issuer	SANTANDER UK PLC
Type of programme	NEU CP
Writing language	English
Programme size	5 000 000 000 EUR
Guarantor(s)	Not applicable
Rating(s) of the programme	Rated by FITCH RATINGS MOODY'S S&P GLOBAL RATINGS EUROPE LIMITED
Arranger(s)	None
Introduction advisor	None
Legal advisor	Ashurst LLP
Issuing and paying agent(s) (IPA)	SOCIETE GENERALE
Dealer(s)	SANTANDER UK PLC BNP PARIBAS CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK ING BANK N.V. SOCIETE GENERALE
Date of the information memorandum (dd/mm/yyyy)	25/04/2023

Drawn up pursuant to articles L. 213-0-1 to L. 213-4-1 of the French monetary and financial code

A copy of the information memorandum is sent to:

BANQUE DE FRANCE
Direction générale de la stabilité financière et des opérations (DGSO)
Direction de la mise en œuvre de la politique monétaire (DMPM)
S2B-1134 Service des Titres de Créances Négociables (STCN)
39, rue Croix des Petits Champs
75049 PARIS CEDEX 01

Avertissement : cette documentation financière étant rédigée dans une langue usuelle en matière financière autre que le français, l'émetteur invite l'investisseur, le cas échéant, à recourir à une traduction en français de cette documentation.

¹Trade name of the notes defined in article D.213-1 of the French monetary and financial code

The Banque de France invites investors to read the general terms and conditions for the use of information related to negotiable debt securities:

<https://www.banque-france.fr/politique-monetaire/surveillance-et-developpement-des-financements-de-marche-marche-neu-cp-neu-mtn/le-marche-des-titres-negociables-court-et-moyen-terme-neu-cp-neu-mtn>

Information marked « Optional » may not be provided by the issuer because French regulations do not require it

1. DESCRIPTION OF THE ISSUANCE PROGRAMME		
Articles D. 213-9, 1° and D 213-11 of the French monetary and financial code and Article 6 of the Order of 30 May 2016 and subsequent amendments		
1.1	Name of the programme	SANTANDER UK PLC, NEU CP (Programme ID 2034)
1.2	Type of programme	NEU CP
1.3	Name of the issuer	SANTANDER UK PLC
1.4	Type of issuer	Monetary financial Institution // Credit institution, investment firm and CDC under the conditions set out in art. L 213-3.1 of the French Monetary and Financial Code
1.5	Purpose of the programme	In order to meet the general funding needs of the Issuer, the Issuer may issue NEU CP in accordance with Articles L.213-0-1 to L.213-4-1 and D. 213-0-1 to D.213-14 of the French Monetary and Financial Code and all subsequent regulations.
1.6	Programme size (maximum outstanding amount)	5 000 000 000 EUR five billion EUR or any other currency authorized by applicable laws and regulations in force in France at the time of the issue
1.7	Form of the notes	The NEU CP are negotiable debt securities (Titres de Créances Négociables), issued in dematerialized bearer form and recorded in the books of authorised intermediaries (book entry system) in accordance with French laws and regulations.
1.8	Yield basis	The remuneration is unrestricted. Benchmark indice(s) : The variable/adjustable rates are indexed to the usual rates of the money and bonds markets. Compensation rules(s) : Benchmark index(s): The remuneration rates are indexed to the usual rates of the monetary markets. Compensation type(s): Remuneration is unrestricted Compensation rules(s): The remuneration of the NEU CP is unrestricted. However, if the Issuer issues NEU CP with remuneration linked to an index or with an index clause, such index or index clause will only refer to a usual money market rate including but not limited to: Sonia, EURIBOR, Fed Funds, €STR and SOFR or any successor or substitute thereof.

		In the case of an issue of NEU CP including an option of repurchase as mentioned in Maturity Rules below, the terms of the remuneration of such NEU CP will be set when the said NEU CP will be initially issued and shall not be further modified, including when such option of repurchase is exercised.
1.9	Currencies of issue	Euro or any other currency authorized by applicable laws and regulations in force in France at the time of the issue
1.10	Maturity	<p>The term (maturity date) of the NEU CP shall be determined in accordance with laws and regulations applicable in France, which imply that, as at the date hereof, the term of the NEU CP shall not be longer than 1 year (365 days or 366 days in a leap year), from the date of issue.</p> <p>Redemption at maturity: The NEU CP may be redeemed at par or at an amount calculated by reference to an index or an index clause, such index or index clause will only refer to a usual money market rate including but not limited to: Sonia, EURIBOR, Fed Funds, €STR and SOFR.</p> <p>Early redemption: The NEU CP issued under the Programme may include one or more options(s) of early redemption in compliance with French law.</p> <p>Repurchase: The NEU CP issued under the Programme may include one or more options(s) of repurchase before the maturity (at the option of either the Issuer or any holder of NEU CP or linked to one or several events not related to either the Issuer or the holder of NEU CP).</p> <p>Early redemption, repurchase: The option of repurchase or early redemption, if any, shall be expressly specified in the confirmation of any relevant issue of NEU CP.</p> <p>In any case, the overall maturity of any NEU CP embedded with one or several of such clauses, shall always, in respect of such options of early redemption or repurchase, conform to laws and regulations in force in France at the time of the issue.</p>
1.11	Minimum issuance amount	200 000 EUR or any other amount above the stated value (or equivalent amount in the relevant foreign currency)
1.12	Minimum denomination of the notes	By virtue of regulation (Article D 213-11 of the French monetary and financial code), the legal minimum face value of the commercial paper within the framework of this program is 200 000 euros or the equivalent in the currencies selected at the time of issuance
1.13	Status of the notes	<p>Optional</p> <p>Information about the status of the notes :</p> <p>The NEU CP constitute unconditional, unsecured and unsubordinated obligations of the Issuer and will at all times rank pari passu among themselves and with any other present or future unsecured and unsubordinated obligations of the Issuer.</p>
1.14	Governing law that applies to the programme	The NEU CP will be governed by and construed in accordance with French law.

1.15	Listing of the notes/Admission to trading on a regulated market	No
1.16	Settlement system	The NEU CP will be settled in Euroclear France
1.17	Rating(s) of the programme	<p>S&P GLOBAL RATINGS EUROPE LIMITED : disclosure.spglobal.com/ratings/en/regulatory/instrument-details/debtType/COMMPAPER/entityId/114331</p> <p>FITCH RATINGS : fitchratings.com/entity/santander-uk-plc-80359912</p> <p>MOODY'S : moodys.com/credit-ratings/Santander-UK-plc-credit-rating-9150/ratings/view-by-debt?debtId=MDY%3A825654129&isSearchFlow=true&isWithDrawnIncluded=false&mdyDebtId=825654129&saleId=</p> <p>Ratings can be reviewed at any time by the rating agencies. Investors are invited to refer to the websites of the agencies concerned for the current rating</p>
1.18	Guarantor	Not applicable
1.19	Issuing and Paying Agent(s) (IPA) - exhaustive list -	SOCIETE GENERALE
1.20	Arranger	None
1.21	Placement method	<p>Direct placement</p> <p>Dealer(s) :</p> <p>BNP PARIBAS CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK ING BANK N.V. SOCIETE GENERALE</p> <p>The Issuer may subsequently elect to replace any dealer, insure the placement himself, or appoint other dealers; an updated list of such dealers shall be disclosed to investors upon request to the Issuer</p> <p>Additional information regarding the placement :</p>
1.22	Selling restrictions	Each of the dealers has represented and agreed that it (i) has not offered or sold and will not offer or sell, directly or indirectly, any NEU CP to the public and it has not distributed or caused to be distributed and will not distribute to the public, this Information Memorandum or any other offering material relating to the NEU CP and such offers, sales and distributions have been and will only be made to qualified investors (investisseurs qualifiés) as defined in, and in accordance with, Articles L.411-2 and D.411-1 to D.411-3

		of the French Monetary and Financial Code and (ii) will observe all applicable laws and regulation in any jurisdiction in which it may offer, sell, or deliver any NEU CP or distribute this Information Memorandum, or any document, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.
1.23	Taxation	The Issuer is not bound to indemnify any holder of the NEU CP in case of the application of withholding tax or any other taxes applicable in France or in any other jurisdiction, if any, except for any stamp duty (droit de timbre) and registration tax (droit d'enregistrement) due by the Issuer under French Law.
1.24	Involvement of national authorities	Banque de France
1.25	Contact(s)	Santander UK plc 2 Triton Square Regent's Place London NW1 3AN United Kingdom Telephone: + 44 (0) 800 389 7000 Email: shelin.bowry@santander.co.uk
1.26	Additional information on the programme	<p>Recognition of UK Bail-in Power</p> <p>Agreement and Acknowledgement with respect to the exercise of the UK Bail-in Power</p> <p>(a) Notwithstanding and to the exclusion of any other term of any NEU CP or any other agreements, arrangements, or understandings between the Issuer and any holder, by its acquisition of the NEU CP, each holder, acknowledges and accepts that the Amounts Due arising under the NEU CP may be subject to the exercise of UK Bail-in Powers by the UK Resolution Authority, and acknowledges, accepts, consents and agrees to be bound by:</p> <p>(i) the effect of the exercise of UK Bail-in Power by the UK Resolution Authority, that may include and result in any of the following, or some combination thereof:</p> <p>(A) the reduction of all, or a portion, of the Amounts Due;</p> <p>(B) the conversion of all, or a portion, of the Amounts Due on the NEU CP into shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the NEU CP;</p> <p>(C) the cancellation of the NEU CP;</p> <p>(D) the amendment or alteration of the maturity of the NEU CP or amendment of the amount of interest payable on the NEU CP, or the date on which the interest becomes payable, including by suspending payment for a temporary period;</p> <p>and</p> <p>(ii) the variation of the terms of the NEU CP, if necessary, to give effect to the exercise of the UK Bail-in Power by the UK Resolution Authority.</p> <p>(b) Each Holder of the NEU CP that acquires the NEU CP in</p>

the secondary market shall be deemed to acknowledge and agree to be bound by and consent to the same provisions specified herein to the same extent as the holders of the NEU CP that acquire the NEU CP upon their initial issuance, including, without limitation, with respect to the acknowledgement and agreement to be bound by and consent to the terms of the NEU CP, including in relation to the UK Bail-in Power.

Payment of interest and Other Outstanding Amounts DueNo repayment or payment of Amounts Due on the NEU CP, will become due and payable or be paid after the exercise of any UK Bail-in Power by the UK Resolution Authority if and to the extent such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise.

Event of Default Neither a reduction or cancellation, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the UK Bail-in Power by the UK Resolution Authority with respect to the Issuer, nor the exercise of the UK Bail-in Power by the UK Resolution Authority with respect to the NEU CP will be an Event of Default, or default for any purpose.

Notice upon the exercise of the UK Bail-in Power by the UK Resolution Authority with respect to the NEU CPUpon the exercise of the UK Bail-in Power by the UK Resolution Authority, with respect to any NEU CP, the Issuer will provide a written notice to the holders as soon as practicable regarding such exercise of the UK Bail-in Power via the clearing systems or via publication on the website of the Issuer. Any delay or failure by the Issuer in delivering any notice shall not affect the validity and enforceability of the UK Bail-in Power.

Definitions.

"Amounts Due" the principal amount of, together with any accrued but unpaid interest due on, the NEU CP. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of the UK Bail-in Power by the UK Resolution Authority;

"UK Bail-In Legislation" means Part I of the Banking Act 2009, as amended and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise through liquidation, administration or other insolvency proceedings);

"UK Bail-in Power" means the powers under the UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, transfer, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability; and

"UK Resolution Authority" means the Bank of England or any successor or replacement thereto or such other authority in the United Kingdom with the ability to exercise the UK Bail-in Power.

1.27	Language of the information memorandum which prevails	English

2 DESCRIPTION OF THE ISSUER

Article D. 213-9, 2° of the French monetary and financial code and Article 7 of the Order of 30 May 2016 and subsequent amendments

2.1	Legal name	SANTANDER UK PLC
2.2	Legal form/status, governing law of the issuer and competent courts	<p>Legal form/status:</p> <p>Public limited company under English law</p> <p>Governing law of the issuer:</p> <p>Monetary financial Institution // Credit institution, investment firm and CDC under the conditions set out in art. L 213-3.1 of the French Monetary and Financial Code</p> <p>Additional information regarding the governing law :</p> <p>The Issuer was incorporated in England and Wales on 12 September 1988 (then called Abbey National plc) under the UK Companies Act 1985 and is the successor company to which Abbey National Building Society transferred its business in July 1989.</p> <p>Competent courts: England</p>
2.3	Date of incorporation	12/09/1988
2.4	Registered office or equivalent (legal address) and main administrative office	<p>Registered office: 2 Triton Square, Regents Place NW1 3AN London UNITED KINGDOM</p>
2.5	Registration number, place of registration and LEI	<p>Registration number: Incorporated in England and Wales with registered number 2294747</p> <p>LEI : PTCQB104N23FMNK2RZ28</p>
2.6	Issuer's mission summary	The Issuer's purpose is to help people and business prosper.
2.7	Brief description of current activities	<p>The Issuer operates four business divisions as follows (please also see pages 2 to 16 of the Issuer's Annual Report and Accounts 2022 for information regarding the Issuer's activities).</p> <p>Retail Banking Retail Banking consists of two business units, Homes and Everyday Banking. Homes provides prime UK mortgage lending to owner occupiers and buy-to-let landlords with small portfolios. Everyday Banking provides banking services and unsecured lending to individuals and small businesses, as well as wealth management for high-net-worth clients.</p> <p>Corporate and Commercial Banking Corporate and Commercial Banking provides banking products and services to SMEs, mid-sized and larger corporates, typically with annual turnovers of between £2m and £500m, as well as to Local Authorities and Housing Associations.</p>

		<p>Consumer Finance Consumer Finance provides prime auto consumer financing for individuals, businesses, and automotive distribution networks.</p> <p>Corporate Centre Corporate Centre provides treasury services for asset and liability management of our balance sheet, as well as management of non-core and legacy portfolios.</p>
2.8	Capital	<p>3 430 176 886,60 Pound Sterling</p> <p>Decomposition of the capital :</p> <p>As at 31st December 2022, the Issuer had share capital of £3,430,176,886.60 formed of a total number of issued shares of 31,051,768,866 Ordinary Shares of £0.10 each and 325,000,000 Sterling Preference Shares of £1.</p>
2.8.1	Amount of capital subscribed and fully paid	100%
2.8.2	Amount of capital subscribed and not fully paid	Not applicable
2.9	List of main shareholders	<p>References to the relevant pages of the annual report or reference document :</p> <p>Not applicable</p> <p>Shareholders :</p> <p>Ordinary Shares of £0.10: Santander UK plc: 31,051,768,866 shares held by Santander UK Group Holdings plc (100.00 %)</p> <p>VIDACOS NOMINEES LIMITED 10 3/8% Non-Cumulative Sterling Preference Shares 63,913,355 (31.96 %)</p> <p>STATE STREET NOMINEES LIMITED 10 3/8% Non-Cumulative Sterling Preference Shares 34,983,238 (17.49 %)</p> <p>HSBC GLOBAL CUSTODY NOMINEE (UK) LIMITED 10 3/8% Non-Cumulative Sterling Preference Shares 11,084,653 (5.54 %)</p> <p>VIDACOS NOMINEES LIMITED 10 3/8% Non-Cumulative Sterling Preference Shares 10,500,000 (5.25 %)</p> <p>VIDACOS NOMINEES LIMITED 8 5/8% Non-Cumulative Sterling Preference Shares 100,487,938 (80.39 %)</p>
2.10	Regulated markets on which the shares or debt securities of the issuer are listed	<p>Regulated markets on which the shares are listed :</p> <p>The Issuer's preference shares are listed on the London Stock Exchange.</p> <p>Regulated markets on which the debt securities are listed :</p> <p>Regulated market on which the debt securities of the Issuer are listed:</p>

		<p>Irish Stock Exchange - https://live.euronext.com/en/product/bonds-detail/s34771%7C25247/overview</p> <p>London https://marketsecurities.fca.org.uk/officialist</p> <p>New York Stock Exchange - Listing Manager (nyse.com)</p> <p>Longest-Last Maturity Date for debt securities listed on the Regulated Market :</p> <p>31/12/2049</p>
2.11	Composition of governing bodies and supervisory bodies	<p>References to the relevant pages of the annual report where the composition of governing bodies and supervisory bodies is provided :</p> <p>About Santander UK Santander UK</p> <p>William Vereker, Chair</p> <p>Mike Regnier, Executive Director and Chief Executive Officer</p> <p>Duke Dayal, Executive Director and Chief Financial Officer</p> <p>Lisa Fretwell, Independent Non-Executive Director</p> <p>Annemarie Durbin, Independent Non-Executive Director, Employee Designated Director and Senior Ring-Fencing Director</p> <p>Ed Giera, Senior Independent Non-Executive Director, Senior Independent Director</p> <p>Chris Jones, Independent Non-Executive Director and Santander UK plc's Whistleblower's Champion</p> <p>Mark Lewis, Independent Non-Executive Director</p> <p>Pamela Walkden, Non-Executive Director</p> <p>Dirk Marzluf, Non-Executive Director</p> <p>The Rt Hon. The Baroness Morgan of Cotes, Independent Non-Executive Director</p> <p>Antonio Simoes, Non-Executive Director</p>
2.12	Accounting method for consolidated accounts (or failing that, for the annual accounts)	<p>Accounting method for consolidated accounts :</p> <p>IFRS</p>
2.13	Accounting year	Starting on 01/01 ending on 31/12
2.13.1	Date of the last general annual meeting of shareholders (or equivalent thereof) which has ruled on the last financial year accounts	06/04/2023
2.14	Fiscal year	Starting on 01/01 ending on 31/12
2.15	Auditors of the issuer, who have audited the issuer's annual accounts	

2.15.1	Auditors	Holder(s) : PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH London
2.15.2	Auditors report on the accuracy of the accounting and financial information	The auditor's report appears on page 141 of the Issuer's Annual Report and Accounts for the year ended 31 December 2021. The auditor's report appears on page 120 of the Issuer's Annual Report and Accounts for the year ended 31 December 2022.
2.16	Other equivalent programmes of the issuer	U.S.\$ 10,000,000,000 Euro Commercial Paper Programme; \$20,000,000,000 US Commercial Paper Programme and £20,000,000,000 Certificate of Deposit Programme
2.17	Rating of the issuer	<p>MOODY'S : santander.co.uk/about-santander/investor-relations/credit-ratings</p> <p>FITCH RATINGS : santander.co.uk/about-santander/investor-relations/credit-ratings</p> <p>S&P GLOBAL RATINGS EUROPE LIMITED : santander.co.uk/about-santander/investor-relations/credit-ratings</p>
2.18	Additional information on the issuer	

3. CERTIFICATION OF INFORMATION

Articles D. 213-5 et D. 213-9, 4° of the French monetary and financial code and subsequent amendments

Certification of information of the issuer SANTANDER UK PLC

3.1	Person(s) responsible for the information memorandum concerning the programme of SANTANDER UK PLC, NEU CP for the issuer	Mr Shelin Bowry, Senior Dealer, SANTANDER UK Plc
3.2	Declaration of the person(s) responsible for the information memorandum concerning the programme of SANTANDER UK PLC, NEU CP for the issuer	To the best of my knowledge, the information provided by the issuer in the financial documentation, including the French summary (if relevant) is accurate, precise and does not contain any omissions likely to affect its scope or any false or misleading information
3.3	Date (DD/MM/YYYY), place of signature, signature	25/04/2023 Shelin Bowry

4. INFORMATION CONCERNING THE ISSUER'S REQUEST OF THE STEP LABEL

An application for a STEP label for this Programme will be made to the STEP Secretariat in relation to the Notes eligible under the STEP Market Convention. Information as to whether the STEP label has been granted for this Programme in relation to such Notes may be made available on the STEP market website (initially www.stepmarket.org). This website is not sponsored by the Issuer and the Issuer is not responsible for its content or availability. Unless otherwise specified in this Information Memorandum, the expressions "STEP", "STEP Market Convention", "STEP label", "STEP Secretariat", and "STEP market website" shall have the meaning assigned to them in the Market Convention on Short-Term European Paper dated 19 May 2015 and adopted by the European Money Markets Institute and Euribor-ACI (as amended from time to time).

APPENDICES

Further to articles D.213-9 of the French monetary and financial code and L.232-23 of the French commercial code, financial information mentioned in Article D213-9 of the French monetary and financial code should be made available to any person upon request

Appendice 1	Documents available to the shareholders annual general meeting or the equivalent²	Annual general meeting 2023 Annual report for the financial year ended 31/12/2022 Annual general meeting 2022 Annual report for the financial year ended 31/12/2021
Appendice 2	Annual report Year 2023	https://www.santander.co.uk/about-santander/investor-relations/santander-uk-plc
Appendice 3	Annual report Year 2022	https://eucpmtn.banque-france.fr/neusgate/api/public/document/10390

²Trade name of the notes defined in article D.213-1 of the French monetary and financial code