PROSPECTUS DATED 6 OCTOBER 2023

ARTS CONSUMER 2023 S.R.L.

(incorporated with limited liability under the laws of the Republic of Italy)

€669,500,000 Class A Asset Backed Floating Rate Notes due November 2065
Issue Price: 100 per cent.

€14,900,000 Class B Asset Backed Floating Rate Notes due November 2065
Issue Price: 100 per cent.

€49,100,000 Class C Asset Backed Floating Rate Notes due November 2065
Issue Price: 100 per cent.

€27,500,000 Class D Asset Backed Floating Rate Notes due November 2065
Issue Price: 100 per cent.

€86,300,000 Class E Asset Backed Floating Rate Notes due November 2065
Issue Price: 100 per cent.

This Prospectus relates to the issuance of €669,500,000 Class A Asset Backed Floating Rate Notes due November 2065 (the "**Class A Notes**" or the "**Senior Notes**"), €14,900,000 Class B Asset Backed Floating Rate Notes due November 2065 (the "**Class B Notes**"), €49,100,000 Class C Asset Backed Floating Rate Notes due November 2065 (the "**Class C Notes**"), €27,500,000 Class D Asset Backed Floating Rate Notes due November 2065 (the "**Class D Notes**" and, together with the Class B Notes and the Class C Notes, the "**Mezzanine Notes**" and, the Mezzanine Notes together with the Senior Notes, the "**Rated Notes**"), €86,300,000 Class E Asset Backed Floating Rate Notes due November 2065 (the "**Class E Notes**"), €100,000 Class F Asset Backed Fixed Rate and Variable Return Notes due November 2065 (the "**Class F Notes**" and, together with the Class E Notes, the "**Junior Notes**" or the "**Unrated Notes**" and together with the Rated Notes, the "**Notes**" and each of them a "**Note**") by ARTS Consumer 2023 S.r.l., a company incorporated under the laws of the Republic of Italy as a *società a responsabilità limitata* with sole quotaholder, having its registered office at Viale dell'Agricoltura, 7, 37135 Verona, Italy, quota capital of Euro 10,000 fully paid up, fiscal code and enrolment with the companies' register of Verona number 05419700264, enrolled with the register of securitisation vehicles (*elenco delle società veicolo*) held by Bank of Italy pursuant to its regulation (*provvedimento della Banca d'Italia*) of 7 June 2017 under number 48456.8.

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), as competent authority in the Grand Duchy of Luxembourg under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The CSSF has approved this Prospectus only as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Prospectus. By approving this Prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer in accordance with the provisions of article 6(4) of the Luxembourg law on prospectuses for securities of 16 July 2019. Investors should make their own assessment as to the suitability of an investment in the Notes. The CSSF has not reviewed nor approved any information in relation to the Class F Notes.

This document constitutes a "prospectus" for the purpose of article 6.3 of the Prospectus Regulation and a "*prospetto informativo*" for the purposes of article 2, paragraph 3, of Italian Law number 130 of 30 April 1999 (the "**Securitisation Law**").

Application has been made for the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the "*Bourse de Luxembourg*" which is a regulated market for the purposes of Directive 2014/65/EU. The Class F Notes are not being offered pursuant to this Prospectus and no application has been made to list the Class F Notes on any stock exchange. This Prospectus will be published by the Issuer on the website of the Luxembourg Stock Exchange (being, as at the date of this Prospectus, www.luxse.com) and will remain available for inspection on such website for at least 10 years.

This Prospectus is valid for 12 months from its date, until 6 October 2024. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Prospectus is no longer valid.

The principal source of payment of interest and Variable Return and repayment of principal on the Notes will be constituted by collections and recoveries made in respect of monetary claims and connected rights arising out of consumer loan agreements entered into by UniCredit S.p.A., as Originator, and certain Debtors, and purchased by the Issuer from the Originator pursuant to the Master Receivables Purchase Agreement. The Issuer has purchased the Initial Portfolio on 4 September 2023. During the Revolving Period, if the Originator offers for sale Subsequent Portfolios and if certain conditions are met, the Issuer shall use the Principal Available Funds to purchase Subsequent Portfolios from the Originator. In addition, the Issuer has purchased and may purchase from the Originator certain Future Receivables deriving from the same Loan Agreements out of which the Receivables arise; upon coming into existence, such Future Receivables will, by operation of Italian law, be automatically transferred to the Issuer, subject to the provisions set out in the Master Receivables Purchase Agreement.

By virtue of the operation of article 3 of the Securitisation Law and the Transaction Documents, the Issuer's right, title and interest in and to the Master Portfolio and the other Segregated Assets are and will be segregated from all other assets of the Issuer (including any other portfolios of receivables purchased by the Issuer pursuant to the Securitisation Law) and any cash-flow deriving therefrom (to the extent identifiable) is and will be available, both prior to and following a winding up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders and to the Other Issuer Creditors or to any other creditors of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation, in priority to the Issuer's obligations to any other creditors.

The Notes will be issued on 11 October 2023 (the "**Issue Date**"). The Notes will be held in bearer and dematerialised form on behalf of the ultimate owners thereof by Euronext Securities Milan for the account of the relevant Euronext Securities Milan Account Holders. Euronext Securities Milan shall act as depository for Euroclear and Clearstream. The Notes will at all times be evidenced by book-entries in accordance with the provisions of article 83-*bis* of the Financial Laws Consolidation Act and the regulation issued jointly by the Bank of Italy and the *Commissione Nazionale per le Società e la Borsa* on 13 August 2018, as subsequently amended and supplemented. No physical document of title will be issued in respect of the Notes

The Rated Notes are expected, on issue, to be assigned the following ratings: (a) Class A Notes: "AA(high)(sf)" by DBRS and "Aa3" by Moody's; (b) Class B Notes: "AA(sf)" by DBRS and "A2" by Moody's; (c) Class C Notes: "A(sf)" by DBRS and "Baa2" by Moody's; and (d) Class D Notes: "BBB(high)(sf)" by DBRS and "Ba1" by Moody's. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision or withdrawal at any time by the assigning rating organisation. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under Regulation (EC) number 1060/2009 on credit rating agencies, as subsequently amended (the "**EU CRA Regulation**"), unless such rating is provided by a credit rating agency not established in the European Union but is endorsed by a credit rating agency established in the European Union and registered under the EU CRA Regulation or such rating is provided by a credit rating agency not established in the European Union which is certified under the EU CRA Regulation. In general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the UK and registered under the EU CRA Regulation, as it forms part of domestic law of the United Kingdom by virtue of the EUWA (the "**UK CRA Regulation**"), unless such rating is 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 such rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation. As at the date of this Prospectus, each of the Rating Agencies is established in the European Union, is registered under the EU CRA Regulation and has more than 10 per cent. of the total market share pursuant to and for the purposes of article 8d (1) of the EU CRA Regulation, as evidenced in the latest update of the list published by the European Security and Markets Authority (ESMA) on its website (being, as at the date of this Prospectus, www.esma.europa.eu). As at the date of this Prospectus, each of the Rating Agencies is not established in the UK but the ratings assigned by each of DBRS and Moody's are endorsed by DBRS Ratings Limited and Moody's Investors Service Ltd respectively, each of which is registered under the UK CRA Regulation, as evidenced in the latest update of the list published by FCA on its website (being, as at the date of this Prospectus, https://register.fca.org.uk/s/search?q=fitch&type=Companies).

Interest on the Notes will be payable by reference to successive Interest Periods. Interest on the Notes of each Class will accrue on a daily basis and, prior to the delivery of a Trigger Notice to the Issuer, will be payable in arrears in Euro on 5 February 2024 and thereafter quarterly in arrears on the 5th calendar day of May, August, November and February in each year (or, if such day is not a Business Day, the immediately following Business Day). The rate of interest payable from time to time in respect of the Notes will be: (a) in respect of the Class A Notes, a floating rate equal to Euribor (as determined in accordance with the Conditions), plus a margin of 0.87 per cent. per annum; (b) in respect of the Class B Notes, a floating rate equal to Euribor (as determined in accordance with the Conditions), plus a margin of 2.20 per cent. per annum; (c) in respect to the Class C Notes, a floating rate equal to Euribor (as determined in accordance with the Conditions), plus a margin of 3.20 per cent. per annum; (d) in respect to the Class D Notes, a floating rate equal to Euribor (as determined in accordance with the Conditions), plus a margin of 5.40 per cent. per annum; (e) in respect of the Class E Notes, a floating rate

equal to Euribor (as determined in accordance with the Conditions), plus a margin of 13 per cent. per annum; and (f) in respect of the Class F Notes, a fixed rate equal to 0.01 per cent. per annum. To the extent permitted by law, there shall be no maximum or minimum Rate of Interest in respect of the Notes, provided that, should in relation to any Interest Period the algebraic sum of the Euribor and the relevant margin applicable on any Class of Rated Notes or on the Class E Notes result in a negative rate, then the Rate of Interest applicable on the Notes of the relevant Class shall be 0 (zero).

As at the date of this Prospectus, payments of interest and other proceeds in respect of the Notes may be subject to withholding or deduction for or on account of Italian substitute tax, in accordance with Italian legislative decree number 239 of 1 April 1996, as amended and supplemented from time to time, and any related regulations. Upon the occurrence of any withholding or deduction for or on account of tax from any payments under the Notes, neither the Issuer nor any other person shall have any obligation to pay any additional amount(s) to any holder of Notes. For further details see the section headed "*Taxation in Italy*".

The Notes are and will be limited recourse obligations solely of the Issuer. In particular, the Notes are not and will not be obligations or responsibilities of, or guaranteed by, any of the Originator, the Servicer, the Account Bank, the Additional Account Bank, the Cash Manager, the Representative of the Noteholders, the Calculation Agent, the Principal Paying Agent, the Corporate Servicer, the Back-up Servicer Facilitator, the Subordinated Loan Provider, the Swap Counterparty, the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager or the Quotaholder. Furthermore, none of such persons accepts any liability whatsoever in respect of any failure by the Issuer to make payment of any amount due on the Notes.

Before the relevant maturity date, the Notes are and will be subject to mandatory and/or optional redemption in whole or in part in certain circumstances (as set out in Condition 8 (*Redemption, purchase and cancellation*)). Unless previously redeemed in full in accordance with the Conditions, the Notes will be redeemed on the Final Maturity Date. Save as provided in the Conditions, the Notes will start to amortise on the Payment Date falling in February 2025, subject to there being sufficient Issuer Available Funds and in accordance with the applicable Priority of Payments.

Under the Intercreditor Agreement, the Originator has undertaken that, for so long as the Notes are outstanding, it will (i) retain, on an on-going basis, a material net economic interest of not less than 5 per cent. in the Securitisation, in accordance with option (c) of article 6(3) of the Regulation (EU) number 2402 of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation (the "**EU Securitisation Regulation**") and any applicable Regulatory Technical Standards, (ii) not change the manner in which the net economic interest is held, unless expressly permitted by the EU Securitisation Regulation, the Commission Delegated Regulation (EU) number 625/2014 and any applicable Regulatory Technical Standards, (iii) procure that any change to the manner in which such retained interest is held in accordance with paragraph (ii) above will be notified to the Calculation Agent to be disclosed in the SR Investor Report, and (iv) comply with the disclosure obligations imposed on originators under article 7(1)(e)(iii) of the EU Securitisation Regulation, subject always to any requirement of law, by providing the Issuer and the Calculation Agent with the relevant information about the risk retained to be disclosed in the SR Investor Report, in each case provided that the Originator is only required to do so to the extent that the retention and disclosure requirements under the EU Securitisation Regulation are applicable to the Securitisation. For further details, see the section headed "*Regulatory Disclosure and Retention Undertaking*".

The Securitisation will not involve risk retention by the Originator for the purposes of the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the "**U.S. Risk Retention Rules**") and the issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules. The Originator intends to rely on an exemption provided for in Section __.20 of the U.S. Risk Retention Rules regarding non-U.S. transactions that meet certain requirements. Consequently, except with the prior written consent of the Originator (a "**U.S. Risk Retention Consent**") and where such sale falls within the exemption provided by Section __.20 of the U.S. Risk Retention Rules, any Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any "U.S. persons" as defined in the U.S. Risk Retention Rules. The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any state of the U.S. or other jurisdiction and the securities 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)), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws. For further details, see the section headed "*Subscription, Sale and Selling Restrictions*". The Issuer will be relying on an exclusion or exemption from the definition of "Investment Company" under the Investment Company Act contained in Section 3(c)(1) of the Investment Company Act, although there may be additional statutory or regulatory exclusions or exemptions available to the Issuer. The Issuer is being structured so as not to constitute a "covered fund" for purposes of regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "Volcker Rule".

The Securitisation is intended to qualify as a simple, transparent and standardised (STS) securitisation within the meaning of article 18 of the EU Securitisation Regulation. Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of articles 19 to 22 of the EU Securitisation Regulation (the "**EU STS Requirements**") and will be notified by the Originator to be included in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation (the "**STS Notification**"). Pursuant to article 27(2) of the EU Securitisation Regulation, the STS Notification includes an explanation by the Originator of how each of the STS criteria set out in articles 19 to 22 of the EU Securitisation Regulation has been complied with in the Securitisation. The STS Notification will be available for download on the ESMA website (being, as at the date of this Prospectus, https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation) (the "**ESMA STS Register**"). The Originator has used the service of Prime Collateralised Securities (PCS) EU SAS (PCS), as a third party verifying STS compliance authorised under article 28 of the EU Securitisation Regulation, in connection with an assessment of the compliance of the Notes with the EU STS Requirements (the "**STS Verification**") and to prepare an assessment of compliance of the Notes with the relevant provisions of article 243 of the CRR (the "**CRR Assessment**" and, together with the STS Verification, the "**STS Assessments**"). It is expected that the STS Assessments prepared by PCS will be available on the PCS website (being, as at the date of this Prospectus, https://www.pcsmarket.org/transactions) together with a detailed explanation of its scope at https://www.pcsmarket.org/disclaimer. No assurance can be provided that the Securitisation does or continues to qualify as an STS-securitisation under the EU Securitisation Regulation as at the date of this Prospectus or at any point in time in the future. The STS status of a transaction is not static and investors should verify the current status of the Securitisation on the ESMA STS Register. None of the Issuer, UniCredit S.p.A. (in any capacity), the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager, the Representative of the Noteholders or any other Transaction Party makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation as at the date of this Prospectus nor at any point in time in the future.

The Notes may not be offered or sold, directly or indirectly, in any country or jurisdiction, except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations. For a further description of certain restrictions on offers and sales of the Notes see the section entitled "*Subscription, Sale and Selling Restrictions*" below.

Capitalised words and expressions in this Prospectus shall, except so far as the context otherwise requires, have the meanings set out in the section entitled "*Glossary*".

The content of any website or webpage mentioned in this Prospectus does not form part of this Prospectus.

For a discussion of certain risks and other factors that should be considered in connection with an investment in the Notes, see the section headed "*Risk Factors*".

Sole Arranger, Sole Lead Manager and Sole Bookrunner

UNICREDIT BANK AG

None of the Issuer, the Sole Arranger, the Sole Bookrunner and the Sole Lead Manager or any other party to the Transaction Documents other than the Originator has undertaken or will undertake any investigation, searches or other actions to verify the details of the Receivables sold by the Originator to the Issuer, nor has any of the Issuer, the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager or any other party to the Transaction Documents (other than the Originator) undertaken, nor will they undertake, any investigations, searches, or other actions to establish the creditworthiness of any Debtor. According to the Warranty and Indemnity Agreement, the Originator has given certain representations and warranties to the Issuer in relation to, inter alia*, the Receivables, the Loan Agreements and the Debtors.*

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this Prospectus for which it takes responsibility is true and does not omit anything likely to affect the import of such information.

UniCredit S.p.A. has provided the information under the sections "The Master Portfolio", "Regulatory Disclosure and Retention Undertaking" *(only insofar as the retention undertakings assumed by UniCredit S.p.A. under the Transaction Documents are concerned),* "Compliance with EU STS Requirements", "The Originator, the Servicer, the Account Bank, the Swap Counterparty and the Subordinated Loan Provider", "The Credit Policy" *and* "The Collection Policy" *and, together with the Issuer, accepts responsibility for the information contained in those sections. To the best of the knowledge and belief of UniCredit S.p.A. (which has taken all reasonable care to ensure that such is the case), such information is true and does not omit anything likely to affect the import of such information.*

Banca Finanziaria Internazionale S.p.A., has provided the information under the section entitled "The Representative of the Noteholders, the Calculation Agent and the Back-up Servicer Facilitator" *and, together with the Issuer, accepts responsibility for the information contained in that section. To the best of the knowledge and belief of Banca Finanziaria Internazionale S.p.A. (which has taken all reasonable care to ensure that such is the case), such information is true and does not omit anything likely to affect the import of such information.*

BNP Paribas has provided the information under the section entitled "The Principal Paying Agent and the Additional Account Bank" *and, together with the Issuer, accepts responsibility for the information contained in that section. To the best of the knowledge and belief of BNP Paribas (which has taken all reasonable care to ensure that such is the case), such information is true and does not omit anything likely to affect the import of such information.*

Neither the Sole Arranger nor the Sole Bookrunner nor the Sole Lead Manager accepts any responsibility whatsoever for the contents of this Prospectus or for any other statement, made or purported to be made by the Sole Arranger or the Sole Bookrunner or the Sole Lead Manager and accordingly, no representation, warranty or undertaking, expressed or implied, is made and no responsibility or liability is accepted by the Sole Arranger or the Sole Bookrunner or the Sole Lead Manager as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by or on their behalf, in connection with the Issuer, the Originator, any other Transaction Party or the issue and offering of the Notes. Each of the Sole Arranger, the Sole Bookrunner and the Sole Lead Manager accordingly disclaims all and any liability, whether arising in tort or contract or otherwise, which it might otherwise have in respect of this Prospectus or any such statement.

No person has been authorised to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by, or on behalf of, the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager, the Representative

of the Noteholders, the Issuer, the Quotaholder, UniCredit S.p.A. (in any capacity) or any other party to the Transaction Documents. Neither the delivery of this Prospectus nor any sale or allotment made in connection with the offering of any of the Notes shall, under any circumstances, constitute a representation or imply that there has not been any change, or any event reasonably likely to involve any change, in the condition (financial or otherwise) of the Issuer, UniCredit S.p.A. or any other party or the information contained herein since the date hereof, or that the information contained herein is correct as at any time subsequent to the date of this Prospectus.

*The Notes constitute direct limited recourse obligations of the Issuer. By operation of Italian law, the Issuer's right, title and interest in and to the Master Portfolio, to all amount deriving therefrom and the other Segregated Assets will be segregated from all other assets of the Issuer and amounts deriving therefrom are and will only be available, both prior to and following a winding up of the Issuer, to satisfy the obligations of the Issuer to the holders of the Notes and to pay any costs, fees and expenses payable to the Originator, the Sole Arranger, the Sole Lead Manager, the Sole Bookrunner, the Servicer, the Account Bank, the Additional Account Bank, the Cash Manager, the Swap Counterparty, the Representative of the Noteholders, the Calculation Agent, the Principal Paying Agent, the Back-up Servicer Facilitator, the Subordinated Loan Provider, the Corporate Servicer, the Stichting Corporate Services Provider and to any third party creditor in respect of any costs, fees or expenses incurred by the Issuer to such third party creditors in relation to the Securitisation. Amounts deriving from the Master Portfolio and the other Segregated Assets are not and will not be available to any other creditor of the Issuer. The Noteholders agree that the Issuer Available Funds will be applied by the Issuer in accordance with the relevant Priority of Payments as set out in Condition 6 (*Priorities of Payments*).*

*In addition to the interests described in this Prospectus, prospective Noteholders should be aware that each of the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager and their related entities, associates, officers or employees (each, a "**Relevant Entity**") may be involved in a broad range of transactions including, without limitation, banking, dealing in financial products, credit, derivative and liquidity transactions, investment management, corporate and investment banking and research in various capacities in respect of the Notes or any Transaction Party, both on its own account and for the account of other persons. As such, each Relevant Entity may have various potential and actual conflicts of interest arising in the ordinary course of its business. For example, a Relevant Entity's dealings with respect to the Notes or any Transaction Party may affect the value of the Notes as the interests of this Relevant Entity may conflict with the interests of a Noteholder, and that Noteholder may suffer loss as a result. To the maximum extent permitted by applicable law, no Relevant Entity is restricted from entering into, performing or enforcing its rights in respect of the Transaction Documents or the interests described above and may continue or take steps to further or protect any of those interests and its business even where to do so may be in conflict with the interests of the Noteholders. The Relevant Entities may in so doing act without notice to, and without regard to, the interests of the Noteholders or any other person.*

The distribution of this Prospectus and the offer, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus (or any part of it) comes are required by the Issuer, the Sole Arranger, the Sole Bookrunner and the Sole Lead Manager to inform themselves about, and to observe, any such restrictions. Neither this Prospectus nor any part of it constitutes an offer, or may be used for the purpose of an offer to sell any of the Notes, or a solicitation of an offer to buy any of the Notes, by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful.

This Prospectus is not intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, the Sole Arranger, the Sole Bookrunner or the Sole Lead Manager that any recipient of this Prospectus should purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the Master Portfolio and of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

*The Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any other offering circular or any prospectus, form of application, advertisement, other offering material or other information relating to the Issuer or the Notes may be issued, distributed or published in any country or jurisdiction, except under circumstances that will result in compliance with all applicable laws, orders, rules and regulations. For a further description of certain restrictions on offers and sales of the Notes and the distribution of this Prospectus see the section headed "*Subscription, Sale and Selling Restrictions*" below.*

*The Notes have not been, and will not be, registered under the Securities Act or the "blue sky" laws of any state of the U.S. or other jurisdiction and the securities, may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws. The Notes are in bearer and dematerialised form and are subject to U.S. tax law requirements. The Notes are being offered for sale outside the United States in accordance with Regulation S under the Securities Act (see the section headed "*Subscription, Sale and Selling Restrictions*"). Neither the United States Securities and Exchange Commission, nor any state securities commission or any other regulatory authority, has approved or disapproved the Notes or determined that this Prospectus is truthful or complete. Any representation to the contrary is a criminal offence.*

Neither the Sole Arranger nor the Sole Bookrunner nor the Sole Lead Manager nor any of their respective affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Issue Date or at any time in the future. Investors should consult their own advisers as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

*The Notes may not be purchased by, or for the account or benefit of, any person except for persons that are not Risk Retention U.S. Persons. Consequently, except with the prior written consent of the Originator (a U.S. Risk Retention Consent) and where such sale falls within the exemption provided by Section __.20 of the U.S. Risk Retention Rules, any Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any "U.S. persons" as defined in the U.S. Risk Retention Rules (the "**Risk Retention U.S. Persons**"). Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is different from the definition of "U.S. person" in Regulation S. Each purchaser of Notes, including beneficial interests therein will, by its acquisition of a Note or beneficial interest therein, be deemed, and in certain circumstances will be required, to have made certain representations and agreements, including that it (1) either (i) is not a Risk Retention U.S. Person or (ii) has obtained a U.S. Risk Retention Consent from the Originator, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section_.20 of the U.S. Risk Retention Rules).*

***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 European Economic Area (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 Directive 2014/65/EU ("**MiFID II**"); (ii) a customer within the meaning of Directive (UE) 2016/97 ("**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or (iii) not a qualified investor as defined in article 2 of Regulation (EU) 2017/1129. Consequently no key information document required by Regulation (EU) number 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to*

retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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) number 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) ("**EUWA**"); (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) number 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) number 1286/2014 as it forms part of 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.*

MiFID II product governance / target market - *Solely for the purposes of 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 MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a distributor) should take into consideration the manufacturers' 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 manufacturers' target market assessment) and determining appropriate distribution channels.*

UK MiFIR product governance / target market - *Solely for the purposes of 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) number 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a distributor) should take into consideration the manufacturer'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 target market assessment) and determining appropriate distribution channels.*

*Interest amounts payable in respect of the Rated Notes and the Class E Notes will be calculated by reference to Euribor as specified in the Conditions. As at the date of this Prospectus, Euribor is provided and administered by the European Money Markets Institute ("**EMMI**"). As at the date of this Prospectus, EMMI is authorised as benchmark administrator and included on the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of Regulation (EU) number 2016/1011 (the "**Benchmark Regulation**").*

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

Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those expressed or implied by such forward-looking statements. Prospective Noteholders are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this document and are based on assumptions that may prove to be inaccurate. No-one undertakes any obligation to update or revise any forward-looking statements contained herein to reflect events or circumstances occurring after the date of this Prospectus.

Words such as "intend(s)", "aim(s)", "expect(s)", "will", "may", "believe(s)", "should", "anticipate(s)" or similar expressions are intended to identify forward-looking statements and subjective assessments. Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those expressed or implied by such forward-looking statements. The reader is cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this Prospectus and are based on assumptions that may prove to be inaccurate. No-one undertakes any obligation to update or revise any forward-looking statements contained herein to reflect events or circumstances occurring after the date of this Prospectus.

All references in this Prospectus to Italy are to the Republic of Italy; references to laws and regulations are to the laws and regulations of Italy.

All references in this Prospectus to "Euro", "euro", "EUR" or "€" are to the lawful currency of the Member States of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on the European Union.

Certain monetary amounts and currency translations included in this Prospectus have been subject to rounding adjustments; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which preceded them.

The language of this 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.

Any websites or webpages included or referred to in this Prospectus are for information purposes only, do not form part of this Prospectus and have not been scrutinised or approved by the competent authority.

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RISK FACTORS

Investing in the Notes involves certain risks. Moreover, the Notes are complex instruments which involve a high degree of risk and are suitable for purchase only by sophisticated investors which are capable of understanding the risks involved. In particular, the Notes should not be purchased by, or sold to, individuals and other non-expert investors. As such, investors should make their own assessment as to the suitability of investing in the Notes.

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal, Variable Return or other amounts on or in connection with the Notes may, exclusively or concurrently, occur for other unforeseen reasons and the Issuer does not represent that the statements below regarding the risks of holding the Notes are thorough. While the various structural elements described in this Prospectus are intended to lessen some of these risks for holders of the Notes, there can be no assurance that these measures will be sufficient or effective to ensure payment to the holders of the Notes of interest and Variable Return or repayment of principal on the Notes on a timely basis or at all. Additional risks and uncertainties not presently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations.

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

1 RISKS RELATED TO THE AVAILABILITY OF FUNDS TO PAY THE NOTES

1.1 Noteholders cannot rely on any person other than the Issuer to make payments to Noteholders on the Notes

The Notes constitute direct, secured and limited recourse obligations solely of the Issuer. In particular, the Notes are not and will not be obligations or responsibilities of, or guaranteed by, any of the Originator, the Servicer, the Representative of the Noteholders, the Back-up Servicer Facilitator, the Back-up Servicer (to the extent appointed), the Principal Paying Agent, the Cash Manager, the Calculation Agent, the Account Bank, the Additional Account Bank, the Corporate Servicer, the Stichting Corporate Services Provider, the Subordinated Loan Provider, the Swap Counterparty, the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager or the Quotaholder. None of any such persons, other than the Issuer, accepts any liability whatsoever in respect of any failure by the Issuer to make any payment of any amount due under the Notes.

The Issuer's principal assets are the Receivables. As at the date of this Prospectus, the Issuer has no assets other than the Initial Portfolio and the other Issuer's Rights as described in this Prospectus.

The ability of the Issuer to meet its obligations in respect of the Notes (including in respect of interest, principal and Variable Return) will be dependent upon, among other things, the timely payment of amounts due under the Loans by the Debtors, the receipt by the Issuer of the Collections made on its behalf by the Servicer from the Master Portfolio and any other amounts received by the Issuer pursuant to the provisions of the other Transaction Documents to which it

is a party (including any payments made by the Swap Counterparty under the Swap Agreement). Consequently, following the service of a Trigger Notice or on the Final Maturity Date, the funds available to the Issuer may be insufficient to pay interest or Variable Return on the Notes or to repay principal on the Notes in full.

1.2 **Any loss would be suffered by the holders of the Notes having a lower ranking in the Priorities of Payments**

In respect of the obligations of the Issuer to pay interest, Variable Return and repay principal on the Notes, each Class of Notes will rank as set out in Condition 4 (*Status, segregation and ranking*) and Condition 6 (*Priorities of Payments*).

To the extent that any losses are suffered by any of the Noteholders, such losses will be borne (i) by the holders of the Class F Notes while they remain outstanding, (ii) thereafter, by the holders of the Class E Notes while they remain outstanding, (iii) thereafter, by the holders of the Class D Notes while they remain outstanding, (iv) thereafter, by the holders of the Class C Notes while they remain outstanding, (v) thereafter, by the holders of the Class B Notes while they remain outstanding, and (vi) thereafter, by the holders of the Class A Notes while they remain outstanding.

Prospective Noteholders should note that the subordination described above may affect the amount and timing of payments of interest and Variable Return and/or principal in respect of the Notes ranking lower in the Priorities of Payments.

1.3 **Liquidity and credit risk**

The Issuer is subject to a liquidity risk in case of delay between the scheduled payment dates for the Instalments provided under the Loan Agreements and the actual receipt of payments from the Debtors.

The Issuer is also subject to the risk of, amongst other things, default in payment by the Debtors and the failure by the Servicer to collect or to recover sufficient funds in respect of the Master Portfolio in order to enable the Issuer to discharge all amounts payable under the Notes in full as they fall due. Debtors' individual, personal or financial circumstances may affect the ability of the Debtors to repay the Loans. Unemployment, loss of earnings, illness (including any illness arising in connection with an epidemic) and other similar factors may lead to an increase in delinquencies by the Debtors and could ultimately have an adverse impact on the ability of the Debtors to repay the Loans.

These risks are addressed (i) in respect of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes through the support provided to the Issuer in respect of interest payments on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes by the Cash Reserve, and (ii) in respect of each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes by the application of the Interest Available Funds in accordance with the Pre-Acceleration Interest Priority of Payments to cure amounts debited on the Principal Deficiency Ledger.

No assurance can be given that any of the above arrangements will be adequate to ensure to the Noteholders punctual and full receipt of amounts due under the Notes.

Although the Issuer believes that the Master Portfolio has characteristics that demonstrate capacity to produce funds to service any payments due and payable on the Notes, there can, however, be no assurance that the level of collections and recoveries received from the Master Portfolio will be adequate to ensure timely and full receipt of amounts due under the Notes.

For further details, see the section headed "*Transaction Overview - Credit Structure*".

1.4 **Interest rate risk arising from the mismatch between the interest rate applicable on the Loans and the Notes may affect the ability of the Issuer to meet its payment obligations under the Notes in case of termination of the Swap Agreement**

The Receivables include interest payments calculated at fixed interest rates and times which are different from the floating interest rates and times applicable to interest in respect of the Rated Notes and the Class E Notes. The Issuer expects to meet its payment obligations under the Notes primarily from the payments relating to the Collections. However the fixed interest rate applicable in respect of the Loans has no correlation to the floating interest rate from time to time applicable in respect of the Rated Notes and the Class E Notes.

In order to reduce the risk arising from a situation where Euribor increases to such an extent that the Collections are no longer sufficient to cover the Issuer's obligations under the Rated Notes, the Issuer has entered into the Swap Agreement with the Swap Counterparty.

In the event of early termination of the Swap Agreement, including any termination upon failure by the Swap Counterparty to perform its obligations, the Issuer has covenanted with the Representative of the Noteholders under the Intercreditor Agreement that it will use its best endeavours to find, with the cooperation of the Originator, a suitably rated replacement swap counterparty who is willing to enter into a replacement swap agreement substantially on the same terms as the Swap Agreement. However, no assurance can be given that the Issuer will be able to enter into a replacement swap agreement with a suitably rated entity that will provide the Issuer with the same level of protection as the Swap Agreement.

See for further details the section headed "*Description of the other Transaction Documents - The Swap Agreement*".

1.5 **Commingling risk may affect availability of funds to pay the Notes**

The Issuer is subject to the risk that certain Collections may be lost or frozen in case of insolvency of the Additional Account Bank or UniCredit S.p.A., acting as Account Bank or as Servicer.

Indeed, although article 3, paragraphs 2-*bis* and 2-*ter*, of the Securitisation Law provides that the sums credited to the accounts opened in the name of the Issuer or the Servicer with an Italian account bank (whether before or during the relevant Italian law governed insolvency proceeding of such account bank) will not be subject to suspension of payments nor will they be deemed to form part of the estate of the servicer and shall be immediately and fully repaid to the Issuer, without the need to file any petition (*domanda di ammissione al passivo o di rivendica*) and wait for the distributions (*riparti*) and the restitutions of sums (*restituzioni di somme*), such provisions of the Securitisation Law have not been the subject of any official interpretation and to date they have been commented by a limited number of legal commentators. Consequently, there remains a degree of uncertainty with respect to the interpretation and application thereof.

Prospective Noteholders should note that, in order to mitigate any possible risk of commingling, under the Servicing Agreement, the Servicer has undertaken to transfer any Collections received or recovered by itself into the Interim Collection Account within (i) one Business Day from the receipt thereof or (ii) the second Business Day immediately following the receipt of the Collection, if payment is made by the relevant Debtor by postal order.

1.6 **The Issuer may incur unexpected expenses which could reduce the funds available to pay the Notes**

The Issuer is unlikely to have a large number of creditors unrelated to the Securitisation or any further securitisation transaction because the corporate object of the Issuer, as contained in its by-laws (*statuto*), is limited and the Issuer has covenanted in the Conditions, *inter alia*, not to engage in any activity which is not incidental to or necessary in connection with any activities which the Transaction Documents provide for or envisage that the Issuer may engage in or which is necessary in connection with or incidental to the Transaction Documents. Nonetheless, there remains the risk that the Issuer may incur unexpected expenses payable to third parties creditors in respect of any taxes, costs, fees or expenses incurred in relation to the Securitisation and in order to preserve the corporate existence of the Issuer, to maintain it in good standing and to comply with applicable legislation (which rank ahead of all other items in the applicable Priority of Payments), as a result of which the funds available to the Issuer for purposes of fulfilling its payment obligations under the Notes could be reduced.

1.7 **Claims of unsecured creditors of the Issuer and Segregated Assets**

By operation of Italian law, the rights, title and interests of the Issuer in and to the Master Portfolio and the other Segregated Assets are segregated from all other assets of the Issuer (including, for the avoidance of doubt, any other portfolio purchased by the Issuer pursuant to the Securitisation Law in the context of a separate securitisation transaction) and any amounts deriving therefrom (to the extent such amounts have not been and are not physically commingled with other sums as specified above in paragraph 1.5) will be available both prior to and on or following a winding up of the Issuer only in or towards satisfaction, in accordance with the applicable Priority of Payments, of the payment obligations of the Issuer to the Noteholders, to the Other Issuer Creditors and in relation to any other unsecured costs of the securitisation of the Master Portfolio incurred by the Issuer. Amounts deriving from the Master Portfolio and the other Segregated Assets are not available to any other creditor of the Issuer whose costs were not incurred in connection with the Securitisation. Under Italian law and the Transaction Documents, any creditor of the Issuer who has a valid and unsatisfied claim may file a petition for the judicial liquidation of the Issuer, although no creditors other than the Representative of the Noteholders (on behalf of the Noteholders) and any third party creditors having the right to claim for amounts due in connection with the securitisation of the Master Portfolio would have the right to claim in respect of the Master Portfolio and the other Segregated Assets, even in a judicial liquidation of the Issuer.

Prior to the commencement of winding up proceedings in respect of the Issuer, the Issuer will only be entitled to pay any amounts due and payable to any third parties who are not Other Issuer Creditors in accordance with the Priority of Payments. Following commencement of winding up proceedings in respect of the Issuer, a liquidator would control the assets of the Issuer

including the Master Portfolio, which would likely result in delays in any payments due to the Noteholders and no assurance can be given as to the length or costs of any such winding up proceedings.

Each Other Issuer Creditor has undertaken in the Intercreditor Agreement not to file any petition or commence proceedings for a declaration of insolvency (nor join any such petition or proceedings) against the Issuer until the date falling on the later of (i) one year and one day (or, in the event of prepayment or early cancellation of the Notes, two years and one day) after the date on which the Notes have been redeemed in full or cancelled in accordance with the Conditions and (ii) one year and one day (or in the event of prepayment or early cancellation of the notes, two years and one day) after the date on which any notes issued in the context of any further securitisation undertaken by the Issuer have been redeemed in full or cancelled in accordance with their terms and conditions.

In addition, under Italian law, any other creditor of the Issuer who is not a party to the Intercreditor Agreement, an Italian public prosecutor (*pubblico ministero*), a director of the Issuer (who could not validly undertake not to do so) or an Italian court in the context of any judicial proceedings to which the Issuer is a party would be able to begin insolvency or winding-up proceedings against the Issuer in respect of any unpaid debt. Such creditors could arise, for example, by virtue of unexpected expenses owed to third parties including those additional creditors that the Issuer will have as a result of the further securitisations undertaken by the Issuer. In order to address this risk, the Priorities of Payments contain provisions for the payment of amounts to third parties. Similarly, monies to the credit of the Expenses Account may be used for the purposes of paying the ongoing fees, costs, expenses, liabilities and taxes of the Issuer to third parties not being Other Issuer Creditors.

The Issuer is unlikely to have a large number of creditors unrelated to this Securitisation or any other securitisation transaction because the corporate object of the Issuer, as contained in its by-laws (*statuto*), is limited and the Issuer has provided certain covenants in the Intercreditor Agreement and in the Conditions which contain restrictions on the activities which the Issuer may carry out with the result that the Issuer may only carry out limited transactions.

No creditors other than the Representative of the Noteholders on behalf of the Noteholders, the Other Issuer Creditors and any third-party creditors having the right to claim for amounts due in connection with this Securitisation would have the right to claim in respect of the Master Portfolio, even in a judicial liquidation of the Issuer.

Notwithstanding the above, there can be no assurance that, if any judicial liquidation proceedings were to be commenced against the Issuer, the Issuer would be able to meet all of its obligations under the Notes.

2 RISKS RELATING TO THE UNDERLYING ASSETS

2.1 Yield to maturity, amortisation and weighted average life of the Notes are influenced by a number of factors

The yield to maturity, the amortisation and the weighted average life of the Notes will depend on, *inter alia*, the amount and timing of repayment of principal on the Loans (including prepayments and sale proceeds arising on enforcement of the Loans).

In addition, the yield to maturity, the amortisation and the weighted average life of the Notes may be adversely affected by a number of factors including, without limitation, a higher or lower rate of prepayment, delinquency and default on the Loans, the exercise by the Originator of its right to repurchase individual Receivables pursuant to the Master Receivables Purchase Agreement, the renegotiation by the Servicer of any of the terms and conditions of the Loans in accordance with the provisions of the Servicing Agreement and/or the early redemption of the Notes pursuant to Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) and Condition 8.4 (*Optional redemption for taxation reasons*).

Prepayments may result in connection with refinancing or sales of assets by Debtors voluntarily. The level of delinquency and default on payment of the relevant Instalments or request for renegotiation under the Loans cannot be predicted and is influenced by a wide variety of economic, market industry, social and other factors, including prevailing loan market interest rates and margin offered by the banking system, the availability of alternative financing, and local, regional and national economic conditions as well as special legislation that may affect refinancing terms.

The stream of principal payments received by a Noteholder may not be uniform or consistent. No assurance can be given as to the yield to maturity which will be experienced by a purchaser of any Notes. The yield to maturity may be adversely affected by higher or lower rates of delinquency and default on the Receivables.

2.2 **Changes in the Master Portfolio composition**

During the life of the Securitisation, the characteristics of the Master Portfolio may become different from the ones that the Master Portfolio had as at the Valuation Date of the Initial Portfolio (such characteristics being shown in the section headed "*The Master Portfolio*"). Such a change in the composition of the Master Portfolio may occur, *inter alia*, due to the following circumstances:

(i) *Revolving Securitisation* - under the Master Receivables Purchase Agreement, the Originator, subject to the terms and conditions thereof, has the right to sell, on each Transfer Date falling during the Revolving Period, Subsequent Portfolios of Receivables to the Issuer. The characteristics of each Subsequent Portfolio are not precisely foreseeable as at the date hereof; consequently, it cannot be excluded that Subsequent Portfolios acquired by the Issuer may change the characteristics of the Master Portfolio. However, to mitigate this risk, the Master Receivables Purchase Agreement provides that Subsequent Portfolios may only be offered or purchased if, on the relevant Offer Date, certain conditions are satisfied. Such conditions have the scope to ensure that the characteristics of the Master Portfolio following the purchase of each Subsequent Portfolio do not change significantly from those of the Initial Portfolio (for further details, see the section headed "*Transaction Overview -Conditions for the purchase of Subsequent Portfolios*");

(ii) *Future Receivables* - in accordance with the provisions of the Master Receivables Purchase Agreement, the Initial Portfolio and any Subsequent Portfolio that have been and may be transferred to the Issuer may include Future Receivables. The Future Receivables coming into existence from time to time are automatically transferred to the

Issuer on the relevant Arising Date, subject to the provisions set out in the Master Receivables Purchase Agreement. Under the terms of the Master Receivables Purchase Agreement, payment of the purchase price for the Future Receivables coming into existence shall be subject to a notice of sale confirming the sale thereof to the Issuer having been published in the *Gazzetta Ufficiale della Repubblica Italiana*;

(iii) *Servicing of the Master Portfolio* - under the Servicing Agreement, and within the limits set forth therein, the Servicer may implement certain actions, such as renegotiations, payment suspensions/deferrals and/or settlements in respect of the Loan Agreements. Any such action may have an impact on the amount and timing on the payment obligations due by the Debtors under the Loans. Under the terms of the Servicing Agreement, the Servicer may conclude with the relevant Debtors settlements agreements envisaging amendments to the amortisation plan and/or indexing of the Loans and/or suspensions of the repayment of the Instalments of the Loans, only if certain conditions set by the Servicing Agreement are satisfied;

(iv) *Repurchase rights* - the Originator has been granted an option right to repurchase individual Receivables, in accordance with and subject to the conditions provided for under the Master Receivables Purchase Agreement. As at the date hereof it is not foreseeable if and to what extent the option right will be exercised by the Originator and the characteristics of the Receivables that may be repurchased by it; consequently, it cannot be excluded that the exercise of the repurchase option by the Originator may negatively change the characteristics of the Master Portfolio, affecting its capacity to produce enough funds to service any payments due and payable on the Notes. However, in order to address such risk, the Master Receivables Purchase Agreement provides that the Originator may exercise the repurchase option of individual Receivables up to an amount equal to 5% of the Outstanding Principal of the Initial Portfolio.

2.3 **The performance of the Master Portfolio may deteriorate in case of default by the Debtors**

The Initial Portfolio comprises, and each Subsequent Portfolio will comprise, Receivables deriving from Loans classified as performing (*crediti in bonis*) by the Originator in accordance with the Bank of Italy's guidelines as at the relevant Valuation Date. For further details, see the section headed "*The Master Portfolio*".

However, there can be no guarantee that the Debtors will not default under such Loans or that they will continue to perform thereunder. It should be noted that adverse changes in economic conditions may affect the ability of the Debtors to repay the Loans.

The recovery of overdue amounts in respect of the Loans will be affected by the length of enforcement proceedings in respect of the Loans, which in the Republic of Italy can take a considerable amount of time depending on the type of action required and where such action is taken. Factors which can have a significant effect on the length of the proceedings include the following: (i) certain courts may take longer than the national average to enforce the Loans and (ii) more time will be required for the proceedings if it is necessary first to obtain a payment injunction (*decreto ingiuntivo*) or if any Debtor raises a defence or counterclaim to the proceedings.

2.4 **No independent investigation has been or will be made in relation to the Receivables**

None of the Issuer, the Sole Arranger, the Sole Bookrunner or the Sole Lead Manager nor any other party to the Transaction Documents (other than the Originator) has carried out any due diligence in respect of the Loan Agreements nor has any of them undertaken or will undertake any other investigation, searches or other actions to verify the details of the Receivables sold by the Originator to the Issuer, nor has any of such persons undertaken, nor will any of them undertake, any investigations, searches or other actions to establish the creditworthiness of any Debtors. There can be no assurance that the assumptions used in modelling the cash flows of the Receivables and the Master Portfolio accurately reflects the status of the underlying Loan Agreements.

The Issuer will rely instead on the representations and warranties given by the Originator in the Warranty and Indemnity Agreement. The only remedies of the Issuer in respect of the occurrence of a breach of a representation and warranty which materially and adversely affects the value of a Receivable will be the requirement that the Originator indemnifies the Issuer for the damages deriving therefrom pursuant to the Warranty and Indemnity Agreement (see the section headed "*Description of the Transaction Documents - The Warranty and Indemnity Agreement*"). There can be no assurance that the Originator will have the financial resources to honour such obligations.

2.5 **Assignment of Receivables and payments made to the Issuer upon disposal of the Receivables may be subject to claw-back upon certain conditions being met**

The Issuer is subject to the risk that the assignment of the Receivables made by the Originator to the Issuer pursuant to the Master Receivables Purchase Agreement may be clawed-back (*revocato*) in case of insolvency of the Originator.

Indeed, assignments of receivables made under the Securitisation Law are subject to claw-back (*revocatoria*) (i) pursuant to article 166, paragraph 1, of the Italian Insolvency Code, if the adjudication of judicial liquidation of the relevant originator is made within 6 months from the purchase of the relevant portfolio of receivables, provided that the value of the receivables exceeds the sale price of the receivables for more than 25 per cent. and the issuer is not able to demonstrate that it was not aware of the insolvency of such originator, or (ii) pursuant to article 166, paragraph 2, of the Italian Insolvency Code, if the adjudication of judicial liquidation of the relevant originator is made within 3 months from the purchase of the relevant portfolio of receivables, and the insolvency receiver of such originator is able to demonstrate that the issuer was aware of the insolvency of the originator.

In order to mitigate such risk, pursuant to the Master Receivables Purchase Agreement, the Originator has provided the Issuer in respect of the Initial Portfolio, and will provide the Issuer in respect of each Subsequent Portfolio, with a good standing certificate issued by the competent companies register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*) stating that the Originator is not subject to any insolvency proceeding. Furthermore, under the Warranty and Indemnity Agreement, the Originator has represented that it was solvent as at the date thereof and such representation shall be deemed to have been made, repeated and confirmed by the Originator (with exception for those which are made in relation to a specific date) (A) with respect to the Receivables included in the Initial Portfolio as of the relevant Valuation Date, the relevant Transfer Date, the relevant Arising Date and the Issue Date,

(B) with respect to the Receivables included in each Subsequent Portfolio, as of the relevant Valuation Date, the relevant Transfer Date, the relevant Arising Date and, during the Revolving Period, as of the relevant Payment Date, always and in all cases with respect to the facts and circumstances existing on those dates.

In addition, the Issuer is subject to the risk that the disposal of Receivables made by the Issuer to the Originator or third parties pursuant to the Master Receivables Purchase Agreement, the Servicing Agreement and the Intercreditor Agreement may be clawed-back (*revocato*) in case of insolvency of the relevant purchaser.

In particular, in case of repurchase by the Originator of the outstanding Master Portfolio in accordance with the terms of the Master Receivables Purchase Agreement, or disposal of the Master Portfolio following the delivery of a Trigger Notice, the payment of the relevant sale price may be subject to claw-back pursuant to article 166, paragraph 1 or 2, of the Italian Insolvency Code. Pursuant to the Master Receivables Purchase Agreement, in case of repurchase of the outstanding Master Portfolio, the Originator shall provide the Issuer with a good standing certificate issued by the competent companies register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*) stating that the Originator is not subject to any insolvency proceeding. Pursuant to the Intercreditor Agreement, in case of disposal of the Master Portfolio following the delivery of an Issuer Trigger Notice, the relevant purchaser shall provide the Issuer and the Representative of the Noteholders with evidence of its solvency satisfactory to the Representative of the Noteholders. Pursuant to the Servicing Agreement, in case of disposal of Defaulted Receivables in accordance with the terms set out therein, the relevant purchaser shall provide the Issuer with evidence of its solvency.

For further details, see the sections headed "*Description of the Transaction Documents - The Master Receivables Purchase Agreement*" and "*Description of the Transaction Documents - The Intercreditor Agreement*".

2.6 **Payments made to the Issuer by the other parties to the Transaction Documents may be subject to claw-back upon certain conditions being met**

The Issuer is subject to the risk that certain payments made to the Issuer by any Transaction Party may be clawed-back (*revocato*) in case of insolvency of the latter.

More in detail, under the Italian Insolvency Code, payments made to the Issuer by any Transaction Party in the 1 year or 6 month suspect period, as applicable, prior to the date on which such party has been declared judicially liquidated or has been admitted to compulsory liquidation, may be subject to claw-back (*revocatoria*) according to article 166 of the Italian Insolvency Code. In case of application of article 166, paragraph 1, of the Italian Insolvency Code, the relevant payment will be set aside and clawed back if the Issuer does not give evidence that it did not have knowledge of the state of insolvency of the relevant Transaction Party when the payments were made, whereas, in case of application of article 166, paragraph 2, of the Italian Insolvency Code, the relevant payment will be set aside and clawed back if the receiver gives evidence that the Issuer had knowledge of the state of insolvency of the relevant Transaction Party. The question as to whether or not the Issuer had actual or constructive knowledge of the state of insolvency of the relevant Transaction Party at the time of the payment is a question of fact with respect to which a court in its discretion may consider all relevant circumstances.

Claw-back risk does not apply to payments made by assigned debtors, which are exempted from claw-back (*revocatoria*) pursuant to article 166 of the Italian Insolvency Code and from declaration of ineffectiveness (*declaratoria di inefficacia*) pursuant to article 164 of the Italian Insolvency Code.

2.7 **Eligible Investments**

Funds on deposited in the Accounts opened with the Additional Account Bank (other than the Swap Collateral Account) may be invested in Eligible Investments by the Cash Manager on behalf of the Issuer, pursuant to the Cash Allocation, Management and Payment Agreement. The investments must have appropriate ratings corresponding to the term of the investment, as provided by the definition of Eligible Investments. However, it may be that, irrespective of any such rating, such investments will be irrecoverable due to the insolvency or default of the relevant debtor in respect of the investment. In the event any of the investments are irrecoverable the Issuer would have less funds available to it to make payments under the Notes which could affect whether or not Noteholders are repaid in full.

3 OTHER RISKS RELATING TO THE NOTES AND THE STRUCTURE

3.1 **Payment of interest on the Notes may be deferred in certain circumstances**

Payment of interest on any Class of Notes (other than the Class A Notes or, following redemption in full of the Class A Notes, the Class B Notes, or following redemption in full of the Class A Notes and the Class B Notes, the Class C Notes) will be subject to deferral to the extent that the Interest Available Funds applied in accordance with the Pre-Acceleration Interest Priority of Payments on any Payment Date prior to the Cancellation Date are not sufficient to pay in full the relevant interest amount which would otherwise be due on such Class of Notes. The amount by which the aggregate amount of interest paid on any Class of Notes (other than the Class A Notes or, following redemption in full of the Class A Notes, the Class B Notes, or following redemption in full of the Class A Notes and the Class B Notes, the Class C Notes) on any Payment Date prior to the Cancellation Date falls short of the aggregate amount of interest which otherwise would be due on such Class of Notes on that Payment Date shall be aggregated with the amount of, and treated as if it were, interest amount due on such Payment Date in accordance with the Pre-Acceleration Interest Priority of Payments. No interest will accrue on any amount so deferred.

Any interest amount due but not payable on the Class A Notes or, following redemption in full of the Class A Notes, the Class B Notes, or following redemption in full of the Class A Notes and the Class B Notes, the Class C Notes on any Payment Date prior to the Cancellation Date will not be deferred and any failure to pay such interest amount will constitute a Trigger Event.

For further details, see sections headed "*Transaction Overview - The principal features of the Notes*" and "*Terms and Conditions of the Notes*".

3.2 **Suitability of investments**

Structured securities, such as the Notes, are sophisticated financial instruments, which can involve a significant degree of risk. Prospective investors in any Note should ensure that they understand the nature of such Notes and the extent of their exposure to the relevant risks. Such prospective investors should also ensure that they have sufficient knowledge, experience and access to professional advice to make their own legal, tax, accounting and financial evaluation of

the merits and risks of an investment in any Note and that they consider the suitability of such Notes as an investment in light of their own circumstances and financial condition.

Prospective investors in the Notes should make their own independent decision whether to invest in the Notes and whether an investment in the Notes is appropriate or proper for them, based upon their own judgement and upon advice from such advisers as they may deem necessary.

No communication (written or oral) received from the Issuer, the Servicer, the Originator, the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager or from any other person shall be deemed to be an assurance or guarantee as to the expected results of an investment in the Notes: consequently prospective investors must not rely on any communication (written or oral) of the Issuer, the Servicer, the Originator, the Sole Arranger, the Sole Bookrunner or the Sole Lead Manager as investment advice or as a recommendation to invest in the Notes.

If an investor does not properly assess the nature of the Notes and the extent of its exposure to the relevant risks before making its investment decision, it may suffer losses.

3.3 **Limited enforcement rights**

The protection and exercise of the Noteholders' rights against the Issuer and the preservation and enforcement of the security under the Notes is one of the duties of the Representative of the Noteholders. The Conditions and the Rules of Organisation of the Noteholders limit the ability of each individual Noteholder to commence proceedings against the Issuer by conferring on the holders of the Most Senior Class of Notes the power to determine whether any Noteholder may commence any such individual actions, provided that the noteholders of any further securitisation undertaken by the Issuer, if any, have so resolved in accordance with the relevant transaction documents.

The Conditions and the Intercreditor Agreement contain provisions requiring the Representative of the Noteholders to have regard to the interests of the holders of each Class of Notes as regards all powers, authorities, duties and discretions of the Representative of the Noteholders as if they formed a single class (except where expressly provided otherwise) but requiring the Representative of the Noteholders, in the event of a conflict between the interests of the holders of different Classes of Notes, to have regard only to the interests of the holders of the Most Senior Class of Notes then outstanding.

In some circumstances, the Notes may become subject to early redemption. Early redemption of the Notes in some cases may be dependent upon receipt by the Representative of the Noteholders of a direction from, or resolution of, a specified proportion of the Noteholders or a specified proportion of a specified Class of Noteholders. If the economic interest of a Noteholder represents a relatively small proportion of the majority and its individual vote is contrary to the majority vote, its direction or vote may be of no practical effect and, if a determination is made by the requisite majority of the Noteholders to redeem the Notes, the minority Noteholders may face early redemption of the Notes against their will.

3.4 **Conflicts of interest will be managed by the Representative of the Noteholders in a manner which may not be in line with the interests of certain Classes of Notes and further elements in the Rules of the Organisation of the Noteholders**

Without prejudice to the provisions of the Rules of the Organisation of the Noteholders concerning the Basic Terms Modifications, where the Representative of the Noteholders is required to consider the interests of the Noteholders and, in its opinion, there is a conflict between the interests of the holders of different Classes of Notes, the Representative of the Noteholders shall consider only the interests of the holders of the Most Senior Class of Notes.

Therefore, in certain circumstances, the interests of the other Classes of Notes may not be taken into account.

Each Noteholder is advised to take into account each element of the Conditions and the Rules of the Organisation of the Noteholders in order to evaluate the investment in the Notes.

3.5 **There is no assurance that the Class A Notes will be recognised as eligible collateral for Eurosystem operations**

The Class A Notes have been structured in a manner so as to allow Eurosystem eligibility. However, there is no assurance that the Class A Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria and, in accordance with its policies, will not be given prior to issue of the Class A Notes. If the Class A Notes are accepted for such purposes, Eurosystem may amend or withdraw any such approval in relation to the Class A Notes at any time.

In the event that the Class A Notes are not recognised (or cease to be recognised) as an eligible collateral for Eurosystem operations, the holders of the Class A Notes would not be able to access the European Central Bank funding. In such case, there is no assurance that the holders of the Class A Notes will find alternative sources of funding or, should such alternative sources be found, these will be at equivalent economic terms compared to those applied by the European Central Bank. In the absence of suitable sources of funding, the holders of the Class A Notes may ultimately suffer a lack of liquidity.

Neither the Issuer, nor the Sole Arranger, the Sole Lead Manager, the Sole Bookrunner or any other party to the Securitisation (i) gives any representation or warranty as to whether Eurosystem will ultimately confirm that the Class A Notes are eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem for such purpose; and (ii) will have any liability or obligation in relation thereto if the Class A Notes are at any time deemed ineligible for such purposes.

4 RISKS RELATED TO THE CHANGES TO THE DOCUMENTS AND THE STRUCTURE

4.1 **Resolutions properly adopted in accordance with the Rules of the Organisation of the Noteholders are binding on all Noteholders irrespective of their interests**

Pursuant to the Rules of the Organisation of the Noteholders:

(a) no Extraordinary Resolution involving a Basic Terms Modification that is passed by the Holders of one Class of Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the Holders of each of the other Classes of Notes then outstanding;

(b) no Ordinary Resolution or Extraordinary Resolution involving any matter other than a Basic Terms Modification that is passed by the holders of a Class of Notes which is not the Most Senior Class of Notes shall be effective unless it is sanctioned by an Ordinary Resolution or Extraordinary Resolution, as the case may be, of the holders of the Most Senior Class of Notes; and

(c) subject to (a) and (b) above which take priority over the following, any resolution passed at a Meeting of the Noteholders of one or more Classes of Notes duly convened and held in accordance with the Rules of the Organisation of the Noteholders shall be binding upon all Noteholders of such Class or Classes, whether or not present at such Meeting and whether or not voting and any resolution passed at a Meeting of the Most Senior Class of Noteholders duly convened and held as aforesaid shall also be binding upon all the other Classes of Noteholders.

Prospective Noteholders should note that these provisions permit defined majorities to bind all Noteholders, including Noteholders who did not attend and vote at the relevant Meeting and Noteholders who voted in a manner contrary to the Meeting. Therefore certain rights of each Noteholder against the Issuer under the Conditions may be limited pursuant to any such Resolution.

4.2 **Certain modifications may be adopted by the Representative of the Noteholders without Noteholders' consent**

Pursuant to the Rules of the Organisation of the Noteholders, the Representative of the Noteholders may from time to time and without the consent or sanction of the Noteholders and subject to a prior notice to the Rating Agencies concur with the Issuer and any other relevant parties in making:

(i) any modification to the Rules of the Organisation of the Noteholders, the Notes or to any of the Transaction Documents in relation to which its consent is required if, in the sole opinion of the Representative of the Noteholders, such modification is of a formal, minor, administrative or technical nature, is made to comply with mandatory provisions of law or is made to correct a manifest error;

(ii) any modification to the Rules of the Organisation of the Noteholders or any of the Transaction Documents (other than in respect of a Basic Terms Modification or any provision of the Rules of the Organisation of the Noteholders or any of the Transaction Documents referred to in the definition of Basic Terms Modification) in relation to which its consent is required which, in the sole opinion the Representative of the Noteholders, does not adversely affect the interests of the Holders of the Most Senior Class of Notes then outstanding; and

(iii) any modification to the Rules of the Organisation of the Noteholders or the Transaction Documents (other than in respect of a Basic Terms Modification or any provision of the Rules of the Organisation of the Noteholders or any of the Transaction Documents referred to in the definition of Basic Terms Modification) which the Issuer has requested the Representative of the Noteholders to approve in the context of any Further Securitisation referred to in Condition 5.11 (*Further securitisations*) and which, in the sole

opinion of the Representative of the Noteholders, does not adversely affect the interests of the Holders of the Most Senior Class of Noteholders and the fact that the execution of the relevant amendment or modification would not adversely affect the then current ratings of the Rated Notes shall be conclusive evidence that the requested amendment or modification is not materially prejudicial to the interests of the Holders of the Most Senior Class of Notes.

5 COUNTERPARTY RISKS

5.1 The ability of the Issuer to meet its obligations under the Notes is dependent on the performance of UniCredit S.p.A.

The ability of the Issuer to make payments in respect of the Notes will depend to a significant extent upon the due performance by UniCredit S.p.A. (in any capacity) of its obligations under the Transaction Documents to which it is a party (including, without limitation, the due performance of its obbligations under the Warranty and Indemnity Agreement in respect of the Portfolio). In particular, without limiting the generality of the foregoing, the timely payment of amounts due on the Notes will depend on the ability of UniCredit S.p.A. as Servicer to service the Master Portfolio and to recover the amounts relating to Defaulted Receivables (if any). The performance of UniCredit S.p.A. (in any capacity) of its obligations under the relevant Transaction Documents is dependent on the solvency of UniCredit S.p.A.

It is not certain that a suitable alternative Servicer could be found to service the Master Portfolio if UniCredit S.p.A. becomes insolvent or its appointment under the Servicing Agreement is otherwise terminated. If such an alternative Servicer were to be found it is not certain whether it would service the Master Portfolio on the same terms as those provided for in the Servicing Agreement.

Following the termination of the appointment of the Servicer pursuant to the Servicing Agreement, the obligations of such Servicer under the Servicing Agreement will be undertaken by the Back-up Servicer (if appointed) or a Successor Servicer. There can be no assurance that the Back-up Servicer (if appointed) or a Successor Servicer who is able and willing to service the Master Portfolio could be found. Any delay or inability to appoint a Back-up Servicer or a Successor Servicer may affect payments on the Notes.

Under the Servicing Agreement, the Issuer has undertaken to promptly appoint, with the cooperation of the Back-up Servicer Facilitator, a back-up servicer when (i) the Servicer's long-term, unsecured and unsubordinated debt obligations cease to be rated at least "BB" by DBRS or (ii) the Servicer's long-term, unsecured and unsubordinated debt obligations cease to be rated at least "Ba2" by Moody's, an entity (selected by the Back-up Servicer Facilitator) having the characteristics detailed in the Servicing Agreement to replace the Servicer should the Servicing Agreement be terminated for any reason. However, the ability of the Back-up Servicer to fully perform its duties would depend on the information and records available to it at the time of termination of the appointment of the Servicer and the absence of any material interruption in the administration of the Receivables upon the substitution of the Servicer. Therefore, no assurance can be given that Back-up Servicer will continue to service the Master Portfolio on the same terms as those provided for by the Servicer.

In addition, the Issuer is subject to the risk that, in the event of insolvency of UniCredit S.p.A., the Collections then held by the Servicer and not yet transferred to the Issuer are lost.

5.2 **The ability of the Issuer to meet its obligations under the Notes is dependent on the performance of other parties to the Securitisation**

The timely payment of amounts due on the Notes will depend on the performance of other parties to the Securitisation, including, without limitation, the ability of the parties to the Securitisation to duly perform their respective obligations under the relevant Transaction Documents. The performance of such parties of their respective obligations may be influenced by the solvency of each relevant party.

The inability of any of the above-mentioned third parties to provide their services to the Issuer (including any failure arising from circumstances beyond their control, such as pandemics) may ultimately affect the Issuer's ability to make payments on the Notes.

5.3 **Conflicts of interests may influence the performance by the parties to the Securitisation of their respective obligations under the Securitisation**

Conflicts of interests may exist or may arise as a result of any Transaction Party (i) having previously engaged or in the future engaging in transactions with other parties to the Securitisation, (ii) having multiple roles in the Securitisation, and/or (iii) carrying out other transactions for third parties.

Without limiting the generality of the foregoing, under the Securitisation (i) UniCredit S.p.A. will act as Originator, Servicer, Cash Manager, Account Bank, Subordinated Loan Provider and Swap Counterparty; (ii) BNP Paribas will act as Additional Account Bank and Principal Paying Agent; (iii) Banca Finanziaria Internazionale S.p.A. will act as Calculation Agent, Back-up Servicer Facilitator and Representative of the Noteholders; (iv) UniCredit Bank AG will act as Sole Lead Manager and as Sole Bookrunner in respect of all the classes of Notes (other than the Class F notes) and as Sole Arranger; and (v) doNext S.p.A. will act as Corporate Servicer.

In addition, UniCredit S.p.A. may hold and/or service receivables arising from loans other than the Receivables and providing financial services to the Debtors. Even though under the Servicing Agreement UniCredit S.p.A. as Servicer has undertaken to act in the interest of the Noteholders, it cannot be excluded that, in certain circumstances, a conflict of interest may arise with respect to other relationships with the Debtors.

Conflicts of interests may influence the performance by the parties to the Securitisation of their respective obligations under the Securitisation and ultimately affect the interests of the Noteholders.

6 **ORIGINATOR RISKS**

Historical, financial and other information relating to the Originator represents the historical experience of the Originator which may change in the future

The historical, financial and other information set out in the sections headed "*The Originator, the Servicer, the Account Bank, the Swap Counterparty and the Subordinated Loan Provider*", "*The Credit Policy*", "*The Collection Policy*" and "*The Master Portfolio*", including information in respect of

collection rates, represents the historical experience of the Originator. There can be no assurance that the future experience and performance of the Originator, also as Servicer of the Master Portfolio, will be similar to the experience shown in this Prospectus.

7 MACRO-ECONOMIC AND MARKET RISKS

7.1 Impact of Russia-Ukraine war

In February 2022, Russian troops began a full-scale invasion of Ukraine and, as of the date of this Prospectus, the countries remain in active armed conflict. Around the same time, the United States, the United Kingdom, the European Union, and several other nations announced a broad array of new or expanded sanctions, export controls, and other measures against Russia, Russia-backed separatist regions in Ukraine, and certain banks, companies, government officials, and other individuals in Russia and Belarus, as well as a number of Russian oligarchs. The ongoing conflict and the rapidly evolving measures in response could be expected to have a negative impact on the economy and business activity globally, and therefore could adversely affect the performance of the Securitisation. The severity and duration of the conflict and its impact on global economic and market conditions are impossible to predict, and as a result, present material uncertainty and risk with respect to the performance of the Securitisation. Should any of these circumstances occur, the performance of the Master Portfolio may deteriorate and, as result, the amounts payable under the Notes might be affected.

7.2 Italian Government measures

In particular, due to the Covid-19 outbreak, the Italian Government has adopted several prevention and containment measures. In this respect, Italian law decree of 17 March 2020, number 18, as converted into Italian law of 24 April 2020, number 27, (the "**Cura Italia Decree**"), Italian law decree of 8 April 2020, number 23, as converted into Italian law of 5 June 2020, number 40, (the "**Liquidità Decree**") and Italian law decree of 19 May 2020, number 34, as converted into Italian law of 17 July 2020, number 34 (the "**Rilancio Decree**").

Following to the Covid-19 outbreak, the Liquidità Decree has established that deadlines for fulfilling the compositions with creditors and the approved restructuring agreements expiring between 23 February 2020 and 31 December 2021 are extended by six months.

The exceptions, suspensions and waivers to the regular execution of the above procedures may lead to an increase in the length of time needed for their completion, with a potential negative impact on the cashflows on the Securitisation and the Issuer's ability to meet its payment obligations under the Notes.

Consequences of the Covid-19 may result in payment disruptions and possibly higher losses under the Receivables. Governments, regulators and central banks, including the ECB, have also announced that they are taking or considering measures in order to safeguard the stability of the financial sector, to prevent lending to the business sector to become severely impaired and to ensure that the payment system continues to function properly. The exact ramifications of the Covid-19 outbreak are highly uncertain and it is difficult to predict the further spread or duration of the pandemic and the economic effects thereof. The Noteholders should be aware that they may suffer loss as a result of higher payment defaults under the Receivables if no such economic recovery will take place.

7.3 **Lack of liquidity in the secondary market for the Notes may affect the market value of the Notes**

There is not at present an active and liquid secondary market for the Notes. The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States, or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

Although an application has been made to the Official List of the Luxembourg Stock Exchange and to admit the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes to trading on the regulated market of the Luxembourg Stock Exchange, there can be no assurance that a secondary market for the Notes will develop or, if a secondary market does develop in respect of any of the Notes, that it will provide the holders of such Notes with the liquidity of investments or that it will continue until the final redemption or cancellation of such Notes. Consequently, any purchaser of any of the Notes must be prepared to hold such Notes to maturity.

In addition, limited liquidity means that a Noteholder may not be able to find a buyer to buy its Notes readily or at a price that will enable the Noteholder to realise a desired yield. Limited liquidity can have a severe adverse effect on the market value of the Notes and cause significant fluctuations in market value which could result in significant losses to an investor. Any sale of the Notes by the Noteholders in any secondary market which may develop may be at a discount to the original purchase price of those Notes. In addition, whilst these market conditions persist, an investor in the Notes may not be able to sell or acquire credit protection on its Notes readily.

7.4 **Risks arising from United Kingdom having left the European Union (Brexit)**

The Issuer may be affected by disruptions and volatility in the global financial markets.

During the period between 2011 and 2012, the debt crisis in the Euro-zone intensified and three countries (Greece, Ireland and Portugal) requested the financial aid of the European Union and the International Monetary Fund.

In addition, pursuant to a referendum held in June 2016, the UK has voted to leave the European Union and, on 29 March 2017, the UK Government invoked article 50 of the Lisbon Treaty and officially notified the European Union of its decision to withdraw from the European Union. This commenced the formal two-year process of negotiations regarding the terms of the withdrawal and the framework of the future relationship between the UK and the European Union (the "**Article 50 Withdrawal Agreement**").

Pursuant to articles 126 and 127 of the Article 50 Withdrawal Agreement, the UK entered an implementation period during which it negotiated its future relationship with the European Union under the political declaration that accompanied the Article 50 Withdrawal Agreement. During such implementation period - which ended at 11 p.m. UK time (midnight CET) on 31 December 2020 the European Union law generally continued to apply in the UK.

The exit of the United Kingdom from the European Union, the possible exit of Scotland, Wales or Northern Ireland from the United Kingdom, the possibility that other European Union countries could hold similar referendums to the one held in the United Kingdom and/or call into question their membership of the European Union and the possibility that one or more countries that adopted the Euro as their national currency might decide, in the long term, to adopt an alternative currency or prolonged periods of uncertainty connected to these eventualities could have significant negative impacts on global economic conditions and the stability of international financial markets. These could include further falls in equity markets and, more in general, increase in financial markets volatility, reduction of global markets liquidities with possible negative consequences on the performance of the Securitisation.

7.5 **Changes or uncertainty in respect of Euribor may affect the value or payment of interest under the Rated Notes and the Class E Notes**

Various interest rate benchmarks (including the Euro Interbank Offered Rate (EURIBOR)) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the Notes. Regulation (EU) no. 2016/1011 (the "**Benchmark Regulation**") was published in the Official Journal of the EU on 29 June 2016 and has applied since 1 January 2018 in general, subject to certain transitional provisions. Certain requirements of the Benchmark Regulation apply with respect to the provision of a wide range of benchmarks (including EURIBOR), the contribution of input data to a benchmark and the use of a benchmark within the European Union. It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of benchmarks and (ii) prevents certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmark Regulation could have a material impact on the Notes, in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements.

Investors should be aware that the euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the

euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates. Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark" or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on the Senior Notes (which are linked to EURIBOR).

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

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

(b) if EURIBOR is discontinued or is otherwise unavailable and an amendment as described in the following paragraph has not been made at the relevant time, then the rate of interest on the Notes will be determined for a period by the fallback provisions provided for under Condition 7.6 (*Fallback provisions*), although such provisions, being dependent in part upon the provision by reference banks of offered quotations for the EURIBOR, may not operate as intended (depending on market circumstances and the availability of rates information at the relevant time) and may in certain circumstances result in the effective application of a fixed rate based on the rate which applied in the previous period when EURIBOR was available.

While (i) an amendment may be made under Condition 7.6 (*Fallback provisions*) to change the base rate on the Notes from EURIBOR to an Alternative Base Rate under certain circumstances broadly related to EURIBOR dysfunction or discontinuation and subject to certain conditions being satisfied, (ii) the Issuer is under an obligation to appoint a rate determination agent to determine an Alternative Base Rate in accordance with Condition 7.6 (*Fallback provisions*), there can be no assurance that any such amendments will be made or, if made, that they (a) will fully or effectively mitigate all relevant interest rate risks or result in an equivalent methodology for determining the interest rates on the Notes or (b) will be made prior to any date on which any of the risks described in this risk factor may become relevant. Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmark Regulation reforms in making any investment decision with respect to the Notes.

7.6 **Geographic concentration risks**

The Loans have been granted to Debtors who, as at the relevant disbursement date, were resident in Italy. A deterioration in economic conditions, including the ongoing uncertainty surrounding COVID-19 or rising geopolitical tensions, resulting in increased unemployment rates, consumer and commercial bankruptcy filings, a decline in the strength of national and local economies, inflation and other results that negatively impact household incomes could have an adverse effect on the ability of the Debtors to make payments on the Loans and result in losses on the Notes.

Loans in the Master Portfolio may also be subject to geographic concentration risks within certain regions of Italy. To the extent that specific geographic regions in Italy have experienced, or may experience in the future, weaker regional economic conditions (due to local, national and/or global macroeconomic factors) than other regions in Italy, a concentration of the Loans in such a region may exacerbate the risks relating to the Loans described in this section. Certain geographic regions in Italy rely on different types of industries. Any downturn in a local economy or particular industry may adversely affect the regional employment levels and consequently the repayment ability of the Loans in that region or the region that relies most heavily on that industry. In addition, any natural disasters or widespread health crises or the fear of such crises (such as coronavirus, measles, SARS, Ebola, H1N1, Zika, avian *influenza*, swine flu, or other epidemic diseases) in a particular region may weaken economic conditions and negatively impact the ability of affected Debtors to make timely payments on the Loans. This may affect receipts on the Loans. If the timing and payment of the Loans is adversely affected by any of the risks described in this paragraph, then payments on the Notes could be reduced and/or delayed and could ultimately result in losses on the Notes. For an overview of the geographical distribution of the Loans, see the section headed "*The Master Portfolio*". Given the unpredictable effect such factors may have on the local, national or global economy, no assurance can be given as to the impact of any of the matters described above and, in particular, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes.

7.7 **Reduction or withdrawal of the ratings assigned to the Rated Notes after the Issue Date may affect the market value of the Rated Notes**

The credit ratings assigned to the Rated Notes reflect the Rating Agencies' assessment only of the likelihood of payment of interest in a timely manner, pursuant to the Conditions and the Transaction Documents, and the ultimate repayment of principal on or before the Final Maturity Date, not that such repayment of principal will be paid when expected or scheduled. The ratings do not address (i) the likelihood that the principal will be redeemed on the Rated Notes, as expected, on the expected redemption dates; (ii) possibility of the imposition of Italian or European withholding taxes; (iii) the marketability of the Rated Notes, or any market price for the Rated Notes; or (iv) whether an investment in the Rated Notes is a suitable investment for a Noteholder.

The ratings are based, among other things, on the Rating Agencies' determination of the value of the Master Portfolio, the reliability of the payments on the Master Portfolio and the availability of credit enhancement. Future events such as any deterioration of the Master Portfolio, the unavailability or the delay in the delivery of information, the failure by the parties to the Securitisation to perform their respective obligations under the Transaction Documents and the revision, suspension or withdrawal of the unsecured, unsubordinated and unguaranteed debt rating of third parties involved in the Securitisation could have an adverse impact on the credit ratings of the Rated Notes, which may be subject to revision or withdrawal at any time by the assigning Rating Agency. In addition, in the event of downgrading of the unsecured, unsubordinated and unguaranteed debt rating of third parties involved in the Securitisation, there is no guarantee that the Issuer will be in a position to secure a replacement for the relevant third party or there may be a significant delay in securing such a replacement and, consequently, the rating of the Rated Notes may be affected.

A rating is not a recommendation to purchase, hold or sell the Rated Notes. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the EU CRA Regulation, unless such rating is provided by a credit rating agency not established in the European Union but is endorsed by a credit rating agency established in the European Union and registered under the EU CRA Regulation or such rating is provided by a credit rating agency not established in the European Union which is certified under the EU CRA Regulation. In general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the UK and registered under the UK CRA Regulation, unless such rating is 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 such rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation. As at the date of this Prospectus, each of the Rating Agencies is established in the European Union, is registered under the EU CRA Regulation and has more than 10 per cent. of the total market share pursuant to and for the purposes of article 8d(1) of the EU CRA Regulation, as evidenced in the latest update of the list published by ESMA on its website (being, as at the date of this Prospectus, www.esma.europa.eu). As at the date of this Prospectus, each of the Rating Agencies is not established in the UK but the ratings assigned by each of DBRS and Moody's are endorsed by DBRS Ratings Limited and Moody's Investors Service Ltd respectively, each of which is registered under the UK CRA Regulation, as evidenced in the latest update of the list published by FCA on its website (at the date of this Prospectus 6 October 2023).

There is no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any of the Rating Agencies as a result of changes in or unavailability of information or if, in the sole judgment of the Rating Agencies, the credit quality of the Rated Notes has declined or is in question. A qualification, downgrade or withdrawal of any of the ratings mentioned above may affect the market value of the Rated Notes.

7.8 **Assignment of unsolicited ratings may affect the market value of the Notes**

The Issuer has not requested a rating of the Rated Notes by any rating agency other than the Rating Agencies.

However, credit rating agencies other than the Rating Agencies could seek to rate the Rated Notes and, if such unsolicited ratings are lower than the comparable ratings assigned to the Rated Notes by the Rating Agencies, those unsolicited ratings could have an adverse effect on the market value of the Rated Notes. For the avoidance of doubt and unless the context otherwise requires, any references to "*ratings*" or "*rating*" in this Prospectus are to ratings assigned by the specified Rating Agencies only.

8 LEGAL AND REGULATORY RISKS

8.1 **Regulatory initiatives may result in increased regulatory capital requirements and/or**

decreased liquidity in respect of the Notes

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager nor any other party to the Transaction Documents makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory capital treatment of their investment in the Notes on the Issue Date or at any time in the future.

In particular, prospective investors should note that the Basel Committee on Banking Supervision (the "**Basel Committee**") has approved significant changes to the Basel regulatory capital and liquidity framework (such changes being commonly referred to as "**Basel III**"), including certain revisions to the securitisation framework. Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio "backstop" for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio ("**LCR**") and the Net Stable Funding Ratio ("**NSFR**")). Basel Committee member countries agreed to implement Basel III from 1 January 2013, subject to transitional and phase-in arrangements for certain requirements (e.g. the LCR requirements refer to implementation from the start of 2015, with full implementation by January 2019, and the NSFR requirements refer to implementation from January 2018). As implementation of any changes to the Basel framework (including those made via Basel III) requires national legislation, the final rules and the timetable for its implementation in each jurisdiction, as well as the treatment of asset-backed securities (e.g. as LCR eligible assets or not), may be subject to some level of national variation. It should also be noted that changes to regulatory capital requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework in Europe.

These changes may affect the regulatory treatment applicable to the Notes. Investors in the Notes are responsible for analysing their own regulatory position and prudential regulation treatment applicable to the Notes and should consult their own advisers in this respect.

In addition, prospective investors should be aware that certain EU regulations provide for certain retention and due diligence requirements which shall be applied, or are expected to be applied in the future, with respect to various type of regulated investors (including, *inter alia*, credit institutions, investment firms or other financial institutions, authorised alternative investment fund managers, insurance and reinsurance companies and UCITS funds) which intend to invest in a securitisation transaction. Among other things, such requirements restrict a relevant investor from investing in asset-backed securities unless: (i) that relevant investor is able to demonstrate that it has undertaken certain due diligence in respect of various matters including its note position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator; and (ii) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the investor that it will retain, on an on-going basis, a net

economic interest of not less than 5 per cent in respect of certain specified credit risk tranches or asset exposures. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a proportional additional risk weight on the notes acquired by the relevant investor. The retention and due diligence requirements hereby described apply, or are expected to apply, in respect of the Notes. Relevant investors are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with any relevant requirements and none of the Issuer, the Representative of Noteholders, UniCredit S.p.A. (in any capacity), the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager or any other party involved in the Securitisation makes any representation that the information described above is sufficient in all circumstances for such purposes. For further details, see the risk factor below headed "*Non-compliance with the EU Securitisation Regulation may have an adverse impact on the regulatory treatment of the Notes and/or decrease liquidity of the Notes*" below.

8.2 **The STS designation impacts on regulatory treatment of the Notes**

The Securitisation is intended to qualify as a simple, transparent and standardised (STS) securitisation within the meaning of article 18 of Regulation (EU) number 2402 of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation (the "**EU Securitisation Regulation**"). Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of articles 19 to 22 of the EU Securitisation Regulation (the "**EU STS Requirements**") and, on or prior to the Issue Date, will be notified by the Originator to be included in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation (the "**STS Notification**"). Pursuant to article 27(2) of the EU Securitisation Regulation, the STS Notification includes an explanation by the Originator of how each of the STS criteria set out in articles 19 to 22 of the EU Securitisation Regulation has been complied with in the Securitisation. The STS Notification will be available for download on the ESMA website (being, as at the date of this Prospectus, https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre) (the "**ESMA STS Register**").

The Originator has used the service of Prime Collateralised Securities (PCS) EU SAS ("**PCS**"), as a third party verifying STS compliance authorised under article 28 of the EU Securitisation Regulation, in connection with an assessment of the compliance of the Notes with the EU STS Requirements (the "**STS Verification**") and to prepare an assessment of compliance of the Notes with the relevant provisions of article 243 of the CRR (the "**CRR Assessment**" and, together with the STS Verification, the "**STS Assessments**"). It is expected that the STS Assessments prepared by PCS will be available on the PCS website (being, as at the date of this Prospectus, https://www.pcsmarket.org/transactions) together with a detailed explanation of its scope at https://www.pcsmarket.org/disclaimer. For the avoidance of doubt, this PCS website and the contents thereof do not form part of this Prospectus.

It is important to note that the involvement of PCS as an authorised verification agent is not mandatory and the responsibility for compliance with the EU Securitisation Regulation remains with the relevant institutional investors, originators and issuers, as applicable in each case. The STS Assessments will not absolve such entities from making their own assessment and assessments with respect to the EU Securitisation Regulation and the STS Assessments cannot be

relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities. In addition, UniCredit S.p.A. has not used the service of PCS, as a third party verifying STS compliance authorised under article 28 of the EU Securitisation Regulation, to prepare an assessment of compliance of the Notes with article 7 and article 13 of Delegated Regulation (EU) 2015/61 of 10 October 2014 to supplement Regulation (EU) number 575 of 26 June 2013 of the European Parliament and the Council with regard to liquidity coverage requirement for credit institutions, as amended by Commission Delegated Regulation (EU) number 1620 of 13 July 2018 (the "**LCR Regulation**"); therefore, the relevant entities shall make their own assessments with respect to such provisions of the LCR Regulation. Furthermore, the STS Assessments are not an opinion on the creditworthiness of the Notes nor on the level of risk associated with an investment in the Notes. It is not an indication of the suitability of the Notes for any investor and/or a recommendation to buy, sell or hold Notes. Institutional investors that are subject to the due diligence requirements of the EU Securitisation Regulation need to make their own independent assessment and may not solely rely on the STS Assessments, the STS Notification or other disclosed information. No assurance can be provided that the Securitisation does or continues to qualify as an STS-securitisation under the EU Securitisation Regulation as at the date of this Prospectus or at any point in time in the future. The STS status of a transaction is not static and investors should verify the current status of the Securitisation on the ESMA STS Register. None of the Issuer, UniCredit S.p.A. (in any capacity), the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager, the Representative of the Noteholders or any other Transaction Party makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation as at the date of this Prospectus nor at any point in time in the future.

The EU STS securitisation designation impacts on the potential ability of the Notes to achieve better or more flexible regulatory treatment under various EU regimes that were amended (or will be amended in due course) to take into account the EU STS framework (such as Type 1 securitisation under Solvency II, as amended, regulatory capital treatment under the securitisation framework of the CRR, as amended by the CRR Amendment Regulation and the changes to the EMIR regime that provide for certain exemptions for EU STS securitisation swaps.

8.3 **Non-compliance with the EU Securitisation Regulation, as applicable, may have an adverse impact on the regulatory treatment of the Notes and/or decrease liquidity of the Notes**

The EU Securitisation Regulation applies in general (subject to certain grandfathering) from 1 January 2019. The EU Securitisation Regulation establishes certain common rules for all securitisations that fall within its scope (including recast of pre-1 January 2019 risk retention and investor due diligence regimes).

The EU Securitisation Regulation requirements will apply to the Notes. As such, certain European-regulated institutional investors, which include relevant credit institutions, investment firms, authorised alternative investment fund managers, insurance and reinsurance undertakings, certain undertakings for the collective investment of transferable securities and certain regulated pension funds (institutions for occupational retirement provision), are required to comply under article 5 of the EU Securitisation Regulation with certain due diligence requirements prior to holding a securitisation position and on an ongoing basis while holding the position. Among other things, prior to holding a securitisation position, such institutional

investors are required to verify under their EU regime certain matters with respect to compliance of the relevant transaction parties with credit granting standards, risk retention and transparency requirements and, on transactions notified as EU STS, compliance of that transaction with the EU STS requirements, as applicable. If the relevant European regulated institutional investor elects to acquire or holds the Notes having failed to comply with one or more of these requirements, as applicable to them under their respective EU regime, this may result in the imposition of a penal capital charge on the Notes for institutional investors subject to regulatory capital requirements or a requirement to take a corrective action, in the case of a certain type of regulated fund investors. Aspects of the requirements of the EU Securitisation Regulation and what is or will be required to demonstrate compliance to national regulators remain unclear. Prospective investors should therefore make themselves aware of the requirements applicable to them in their respective jurisdictions and are required to independently assess and determine the sufficiency of the information described in this Prospectus generally for the purposes of complying with such due diligence requirements under the EU Securitisation Regulation.

Prospective investors should note that there can be no assurance that the information in this Prospectus or to be made available to investors in accordance with article 7 of the EU Securitisation Regulation will be adequate for any prospective institutional investors to comply with their due diligence obligations under the EU Securitisation Regulation.

Prospective investors in the Notes are responsible for analysing their own regulatory position, and should consult their own advisers in this respect.

8.4 **Consumer protection legislation**

Under Italian law, consumer credit agreements are regulated by special provisions derogating the general principles of law. Consumer credit agreement legislation have been subject to a full revision in August 2010. In addition, since the newly enacted provisions apply only to Loans entered into after the date of their entry into force and not to loans agreements concluded on or before such date, some most noticeable differences between current and former consumer credit legislation will be highlighted. In addition, further amendments have been introduced on October 2012. For further information on the provisions regulating consumer loans, please see section headed "*Selected aspects of Italian law - Consumer credit provisions*".

(i) *Prepayment of consumer loans* – Pursuant to paragraph 1 of article 125-*sexies* of the Consolidated Banking Act, debtors under consumer loan contracts have the right to prepay any consumer loan without penalty and with the additional right to a *pro rata* reduction in the aggregate costs and interests of the loan. It should, however, be noted that, in the event of prepayment by the borrower, the lender, under certain circumstances, is entitled to a compensation equal to 1% of the prepaid amount of the consumer loan if the residual duration of the consumer loan is longer than one year, and equal to 0.5% of the same amount, if shorter; in any case, no prepayment penalty shall be due: (a) if the repayment has been made under an insurance contract intended to provide a credit repayment guarantee; or (b) in the case of overdraft facilities; or (c) if the repayment falls within a period for which the borrowing rate is not fixed; or (d) the prepaid sum is equal to the total outstanding amount of the relevant consumer loan and is equal or less than € 10,000. The provisions of article 125-sexies of the Banking Act

have been recently amended by Law Decree No. 73 of 25 May 2021, as converted into Law No. 106 of 23 July 2021 (the so-called "**Sostegni-bis Decree**"). Pursuant to the Sostegni-bis Decree, the consumer loan agreements shall cleary indicate the criteria applicable for such interest and cost reduction, being a linear proportional reduction or a reduction based on the loan amortised cost. Unless otherwise specified in the relevant consumer loan agreement, a reduction based on the loan amortised cost would apply. Save for any different agreement between the lenders and the relevant credit intermediaries, the lenders would have a recourse against such credit intermediaries for the recovery of an amount equivalent to the portion of the credit intermediaries' fees reimbursed to the borrowers as a result of the prepayment. The amendments to article 125-sexies of the Banking Act introduced by the Sostegni-bis Decree would apply to the consumer loan agreements executed after the entry into force of conversion law.

Any prepayment relating to consumer loan agreements entered into prior to such date would continue to be governed by the previous provisions of article 125-*sexies*, as well as by the Bank of Italy's regulations applicable at the time of the relevant prepayment. In this respect, prospective Noteholders should note that, pursuant to the Warranty and Indemnity Agreement, the Originator has undertaken to indemnify and hold harmless the Issuer from and against any damages, losses, costs and expenses incurred by the Issuer which arise out of or result from, inter alia, any loss being incurred by the Issuer as a consequence of the exercise by any Debtor of any right of set-off.

(ii) *Set-off rights* - Pursuant to article 125-*septies* of the Consolidated Banking Act, debtors are entitled to exercise against the assignee of any lender under a consumer loan contract, any defence (including set-off) which they had against the original lender, in derogation to the provisions of article 1248 of the Italian civil code (that is even if the borrower has accepted the assignment or has been notified thereof). Pursuant to such provision, the assigned debtor shall be entitled to set-off against the assignee not only the claims on the assignor arisen before the assignment has become enforceable *vis-à-vis* the assigned consumer debtor (as permitted under general principles of Italian law), but also claims on the assignor arising after such moment, regardless of any notification/acceptance of the same. For this purpose, under the Warranty and Indemnity Agreement the Originator has agreed to indemnify the Issuer in respect of any losses, costs and expenses that may be incurred as a result of the successful exercise by any Debtor of any set-off right *vis-à-vis* the Issuer.

(iii) *Linked credit agreements* - Article 121 of the Consolidated Banking Act defines linked credit agreements as credit agreements where the credit in question serves exclusively to finance an agreement for the supply of specific goods or the provision of a specific service, and (a) the lender uses the services of the supplier or service provider in connection with the conclusion or preparation of the credit agreement, or (b) the specific goods or the provision of a specific service are explicitly identified in the credit agreement. Article 125-*quinquies* of the Consolidated Banking Act provides that, in case of a default by the relevant supplier (provided that such default meets the conditions set out under article 1455 of the Italian civil code), debtors under linked credit agreements, which pursued remedies against such supplier but failed to obtain satisfaction, have the right to terminate (*risoluzione del contratto*) the linked credit

agreement. Following termination, the lender shall reimburse to the consumer any instalment which has been paid by the latter to reimburse the granted consumer loan (and any commission paid); on its turn, the lender shall be entitled to claim the amounts granted to the consumer as consumer loan only against the relevant supplier of goods or provider of services. Any such lenders' potential liability is extended to assignors of receivables arising from consumer loan agreements. Paragraph 6 of article 67 of Italian legislative decree number 206 of 6 September 2005 (as subsequently amended, the "**Consumer Code**"), finally, provides that a consumer shall no longer be bound by a linked credit agreement, in case it exercises a right of redress (*diritto di recesso*) of the agreement for the supply of the specific goods or the provisions of a specific service which is under distance contracts and/or contracts negotiated away from business premises.

Former consumer credit agreement legislation provided that, in case of default by the relevant supplier, a debtor under a consumer credit agreement entered into in order to finance the supply of goods or services was allowed to pursue remedies against the relevant lender only if, *inter alia*, such supplier was linked to the lender by an exclusivity agreement (whereas, under current legislation, such condition has been substituted with less stringent ones reported under items (a) and (b) above in this paragraph). It should be noted, however, that the Italian Supreme Court seemed to have disregarded the requirement of the existence of an exclusivity agreement between the lender and the supplier, so to enable debtors to act against the relevant lender even if the existence of such a pre-requisite was not proved by the plaintiff.

For this purposes, under the Warranty and Indemnity Agreement, the Originator has represented that no Loan Agreement falls under the definition of linked credit agreement (*contratto di credito collegato*) pursuant to article 121 of the Consolidated Banking Act.

(iv) *Annual percentage rate of interest* - Paragraph 6 of current article 125-*bis* of the Consolidated Banking Act disposes that clauses providing costs which, in breach of the provisions of the relevant definition set by current article 121 of the Consolidated Banking Act, have not been, or have been incorrectly, included in the calculation of the annual percentage rate of charge (TAEG), are void; moreover, paragraph 7, letter a), of the same article provides that, in case the relevant contractual clauses are missing or are void, the annual percentage rate of interest shall be equal to the minimum nominal interest rate applicable to annual Italian government bonds or similar securities, issued within the 12 months preceding the date on which the relevant contract has been executed, and that no further charges shall be paid by the consumer as interests, commissions or other expenses. A rule similar to the one set by current paragraph 7, letter a), was provided by former paragraph 5 of article 125 of the Consolidated Banking Act. Under the terms of the Warranty and Indemnity Agreement, the Originator has represented that each Loan Agreement which is a consumer loan pursuant to articles 121 and following of the Consolidated Banking Act has been entered into and performed and is compliant with, *inter alia*, the provisions relating to the calculation of the annual percentage rate of charge (TAEG).

(v) *Prior written notice of assignment* - Sub-section 11 of article 21 of law number 142 of 19 February 1992 provides that claims arising from consumer credit agreement could be assigned only if the relevant debtor had received a 15 days' prior written notice. This provision has been repealed by the Consolidated Banking Act, with effect from the date on which the Bank of Italy issues the relevant implementing regulations, but no such regulations have ever been issued. Such provision seems to have been definitely repealed by the current legislation regulating consumer credit agreements, so it does not apply to Loans came into existence after the date of issuance of such legislation. Though, with reference to Loans existing as at such date, there is a risk that Debtors could raise a defence in any enforcement action taken by the Issuer, claiming that the assignment of the Receivables cannot be enforced against them, due to the missed notification of the relevant assignment.

(vi) *Unfair terms in consumer contracts* - Article 33 of the Consumer Code provides that any clause in a consumer contract which contains a material imbalance between the rights and obligations of the consumer under the contract is deemed to be unfair and is not enforceable against the consumer whether or not the consumer's counterparty acted in good faith. No independent due diligence has been carried out in order to verify if any clause of the Loan Agreements may be qualified as unfair under article 33 of the Consumer Code; though, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that the Loan Agreements comply with all applicable laws and regulations.

8.5 **Capitalisation of interest payable under the Loans may not comply with the requirements of article 1283 of the Italian civil code**

There is a risk that the capitalisation of interest payable under the Loans may not comply with the requirements of article 1283 of the Italian civil code. There is inconsistent case law on this subject. However, if challenged by Debtors, this could have a negative effect on the returns generated by the Issuer from the Loans and affect the ability of the Issuer to make payments under the Notes. Under the Warranty and Indemnity Agreement, the Originator has undertaken to indemnify and hold harmless the Issuer for any damage, loss, claim, cost, lost profit and expenses, duly documented that the Issuer has incurred or suffered due to the failure by the Originator to comply with all the laws related to the compounding of interest with reference to the Receivables.

In the event that any of such damage, loss, claim, cost, lost profit and expenses arise, the Issuer could receive less collections on the Receivables than expected and, therefore, may have insufficient amounts to repay in full principal and pay interest and Variable Return on the Notes. In addition, should the Originator default under its payments obligations under the Warranty and Indemnity Agreement, the Issuer may not receive, in whole or in part, the amounts owed to it by the Originator thereunder.

8.6 **If the Loans are found to contravene the Usury Law, the Debtors might be able to claim relief on payment of interest under the Loans**

The interest payments and other remuneration paid by the Debtors under the Loans are subject to Italian law number 108 of 7 March 1996 (as amended from time to time, the "**Usury Law**"),

which introduced legislation preventing lenders from applying interest rates equal to or higher than certain rates. In addition, even where the applicable rates are not exceeded, interest and other advantages and/or remuneration may be held to be usurious if certain circumstances arise. The provision of usurious interest, advantages or remuneration has the same consequences as non-compliance with the usury rates.

If the Loans are found to contravene the Usury Law, the Debtors might be able to claim relief on any interest previously paid and oblige the Issuer to accept a reduced rate of interest, or potentially no interest on the relevant Loan. In such cases, the ability of the Issuer to maintain scheduled payments of interest and Variable Return and principal on the Notes may be adversely affected.

Pursuant to the Warranty and Indemnity Agreement, the Originator has represented that the rates of interest relating to the Loans, with reference to both the Initial Portfolio and each Subsequent Portfolio have been or will be applied, in accordance with the laws applicable from time to time including, but not limited to, the Usury Law. However, in the event that any of these representations and warranties were found to be untrue and/or any of such claims or counterclaim would be raised by the Debtors, the Issuer could receive less collections on the Receivables than expected and, therefore may have insufficient amounts to repay in full principal and pay interest and Variable Return on the Notes. In addition, should the Originator default under its payments obligations under the Warranty and Indemnity Agreement, the Issuer may not receive, in whole or in part, the amounts owed to it by the Originator thereunder.

8.7 **Securitisation Law and different interpretations**

The Securitisation Law was enacted in Italy in April 1999. As at the date of this Prospectus, no interpretation of the application of the Securitisation Law has been issued by any Italian court or governmental or regulatory authority, except for regulations issued by the Bank of Italy concerning, *inter alia*, the accounting treatment of securitisation transactions by special purpose companies incorporated under the Securitisation Law, such as the Issuer, and the duties of the companies which carry out collection and recovery activities in the context of a securitisation transaction. Consequently, it is possible that such or different authorities may issue further regulations relating to the Securitisation Law or the interpretation thereof, the impact of which cannot be predicted by the Issuer as at the date of this Prospectus.

8.8 **U.S. Risk Retention Rules**

The U.S. Risk Retention Rules generally require the "*securitizer*" of a "*securitization transaction*" to retain at least 5 per cent. of the "*credit risk*" of "*securitized assets*", as such terms are defined for purposes of the U.S. Risk Retention Rules (as defined below), and generally prohibit a securitiser from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitiser is required to retain. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligations that they generally impose.

The Originator will not retain at least 5 per cent of the credit risk of the Notes for the purposes of the U.S. Risk Retention Rules, but will rely on the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that: (1) the transaction is not required to be and is not registered

under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the ABS interests (as defined in Section 20 of the U.S. Risk Retention Rules) are issued)) of all classes of all classes of ABS interests issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to this Prospectus as "**Risk Retention U.S. Persons**"); (3) neither the sponsor nor the issuer of the securitisation transaction is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States. The Notes may not be purchased by Risk Retention U.S. Persons in the transaction. Prospective investors should note that whilst the definition of U.S. person in the U.S. Risk Retention Rules is substantially similar to the definition of U.S. person under Regulation S, the definitions are not identical and persons who are not "*U.S. persons*" under Regulation S may be "*U.S. persons*" under the U.S. Risk Retention Rules.

There can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. Failure of the offering of the Notes to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action which may adversely affect the Notes. Furthermore, the impact of the U.S. Risk Retention Rules on the securitisation market generally is uncertain, and a failure by a transaction to comply with the risk retention requirements of the U.S. Risk Retention Rules could negatively affect the market value and secondary market liquidity of the Notes.

The Originator will not retain at least 5 per cent of the credit risk of the Notes for purposes of compliance with the final risk retention rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the "**U.S. Risk Retention Rules**"), but rather intends to rely on the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non U.S. transactions. Except with the prior written consent of the Originator and where such sale falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules, the Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any Risk Retention U.S. Person.

There can be no assurance that the exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions will be available. Failure of the offering of the Notes to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action which may adversely affect the Notes. Furthermore, the impact of the U.S. Risk.

Retention Rules on the securitisation market generally is uncertain, and a failure by a transaction to comply with the risk retention requirements of the U.S. Risk Retention Rules could negatively affect the market value and secondary market liquidity of the Notes.

The parties to the Securitisation or any of their respective affiliates makes no representation to any prospective investor or purchaser of the Notes as to whether the transaction described in this Prospectus complies as a matter of fact with the U.S. Risk Retention Rules on the Issue Date or at any time in the future. Investors should consult their own advisers as to the U.S. Risk Retention

Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

8.9 **Volcker Rule**

The Issuer will be relying on an exclusion or exemption from the definition of "in*vestment company*" under the Investment Company Act contained in Section 3(c)(1) of the Investment Company Act, although there may be additional statutory or regulatory exclusions or exemptions available to the Issuer. The issuer is being structured so as not to constitute a "*covered fund*" for purposes of regulations adopted under section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "*Volcker rule*" (the "**Volcker Rule**"). The Volcker Rule generally prohibits "*banking entities*" (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading, (ii) acquiring or retaining an ownership interest in or sponsoring a "*covered fund*" and (iii) entering into certain relationships with such funds. The Volcker Rule became effective on 21 July 2012, and final regulations implementing the Volcker Rule were adopted on 10 December 2013 and became effective on 1 April 2014. Conformance with the Volcker Rule and its implementing regulations is required by 21 July 2015 (or by 21 July 2016 in respects of investments in and relationships with covered funds that were in place prior to 31 December 2013, with the possibility of a further one-year extensions). Under the Volcker Rule, unless otherwise jointly determined by specified federal regulators, a "*covered fund*" does not include an issuer that may rely on an exclusion or exemption from the definition of "*investment company*" under the Investment Company Act other than the exclusions contained in Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act. Any prospective investor, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisors regarding such matters and other effects of the Volcker Rule.

Neither the Sole Arranger, nor the Sole Bookrunner, nor the Sole Lead Manager has made any investigation or representation as to the availability of any exemption or exclusion under the Volcker Rule and investors should consult their own legal and regulatory advisors with respect to such matters and assess for themselves the availability of this or other exemptions or exclusions and the legality of their investment in the Notes.

8.10 **European Market Infrastructure Regulation**

Regulation (EU) number 648/2012, known as the European Market Infrastructure Regulation, as amended by Regulation (EU) number 834/2019, including any implementing and/or delegating regulation, technical standards and official guidance related thereto, in each case published by ESMA or the European Commission from time to time (the "**EMIR**") first entered into force on 16 August 2012. Certain changes to EMIR are introduced pursuant to Regulation (EU) number 834/2019 and references to "*EMIR*" below are construed accordingly.

Among other things, EMIR imposes on "*financial counterparties*" a general obligation (the "**Clearing Obligation**") to clear through a duly authorised or recognised central counterparty all "*eligible*" OTC derivative contracts entered into with other counterparties subject to the Clearing Obligation. They must also report the details of all derivative contracts to a trade repository (the "**Reporting Obligation**") and undertake certain risk-mitigation techniques in respect of OTC

derivative contracts which are not cleared by a central counterparty such as timely confirmation of terms, portfolio reconciliation and compression and the implementation of dispute resolution procedures (the "**Risk Mitigation Obligations**"). Non-cleared OTC derivatives entered into by financial counterparties must also be marked to market and collateral must be exchanged.

Non-financial counterparties are excluded from the Clearing Obligation and certain Risk Mitigation Obligations provided that the gross notional value of all derivative contracts entered into by the non-financial counterparty and other non-financial counterparties within its "*group*" (as defined in EMIR), excluding eligible hedging transactions, do not exceed certain thresholds. If the Issuer is considered to be a member of such a "*group*" (as defined in EMIR) and if the notional value of derivative contracts entered into by the Issuer or other non-financial counterparties within any such group exceeds the applicable threshold, the Issuer would be subject to the clearing obligation. Whilst the Swap Agreement entered into by the Issuer is expected to be treated as a hedging transaction and deducted from the total in assessing whether the notional value of derivative contracts entered by the Issuer or its "*group*", the regulator may take a different view.

If the Issuer exceeds the applicable clearing thresholds, it would also be subject to the relevant risk mitigation obligations and would be required to post collateral in respect of non-cleared OTC derivative contracts. The Issuer may be unable to comply with such requirements, which could result in the termination of the Swap Agreement. Any termination of the Swap Agreement as a result of non-compliance with such requirements or as a result of the Issuer becoming a financial counterparty as described above or otherwise could expose the Issuer to costs and increased interest rate risk.

Notwithstanding the above, it should also be noted that the Securitisation Regulation, among other things, makes provisions for the development of technical standards in connection with the EMIR regime specifying (i) an exemption from clearing obligations and (ii) a partial exemption from the collateral exchange obligations for non-cleared OTC derivatives, in each case for OTC derivatives entered into in connection with securitisation transactions meeting the EU STS Requirements. The technical standards have been published on 3 September 2020 on the Official Journal of the European Union.

8.11 **If subordination provisions were challenged in insolvency proceedings, the rights of the Noteholders could be affected**

There is uncertainty as to the validity and/or enforceability of a provision which (based on contractual and/or trust principles) subordinates certain payment rights of a creditor to the payment rights of other creditors of its counterparty upon the occurrence of insolvency proceedings relating to that creditor. In particular, several cases have focused on provisions involving the subordination of a hedging counterparty's payment rights in respect of certain termination payments upon the occurrence of insolvency proceedings or other default on the part of such counterparty (so-called "*flip clauses*"). Such provisions are similar in effect to the terms which will be included in the Transaction Documents relating to the subordination of Subordinated Swap Amounts.

The English Supreme Court has held that a flip clause as described above is valid under English law. Contrary to this, however, the U.S. Bankruptcy Court has held that such a subordination

provision is unenforceable under U.S. bankruptcy law and that any action to enforce such provision would violate the automatic stay which applies under such law in the case of a U.S. bankruptcy of the counterparty. However, a subsequent 2016 U.S. Bankruptcy Court decision held that in certain circumstances flip clauses are protected under the U.S. Bankruptcy Code and therefore enforceable in bankruptcy. The 2016 decision was affirmed on 14 March 2018 by the U.S. District Court for the Southern District of New York, which 2018 decision was further affirmed on 11 August 2020 by the U.S. Court of Appeals for the Second Circuit. The implications of this conflict remain unresolved.

If a creditor of the Issuer (such as the Swap Counterparty) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales (including, but not limited to, the U.S.), and it is owed a payment by the Issuer, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the English law governed Transaction Documents (such as a provision of the Priorities of Payments which refers to the ranking of the Swap Counterparty's payment rights in respect of Subordinated Swap Amounts). In particular, based on the decision of the U.S. Bankruptcy Court referred to above, there is a risk that such subordination provisions would not be upheld under U.S. bankruptcy laws. Such laws may be relevant in certain circumstances with respect to any replacement Swap Counterparty depending on certain matters in respect of that entity).

In general, if a subordination provision included in the Transaction Documents was successfully challenged under the bankruptcy laws of any relevant jurisdiction and any relevant foreign judgment or order was recognised by the Italian courts, there can be no assurance that such actions would not adversely affect the rights of the holders of the Rated Notes, the market value of the Rated Notes and/or the ability of the Issuer to satisfy its obligations under the Rated Notes.

Lastly, given the general relevance of the issues under discussion in the judgments referred to above and that the Transaction Documents will include terms providing for the subordination of Subordinated Termination Payments, there is a risk that the final outcome of the dispute in such judgments (including any recognition action by the English courts) may result in negative rating pressure in respect of the Rated Notes. If any rating assigned to the Rated Notes is lowered, the market value of the Rated Notes may reduce.

8.12 **Italian usury law**

The Usury Law introduced legislation preventing lenders from applying interest rates equal to or higher than rates (the "**Usury Rates**") set every three months on the basis of a Decree issued by the Italian Ministry of Economy and Finance (the last such Decree having been published on 30 September 2023). In addition, even where the applicable Usury Rates are not exceeded, interest and other advantages and/or remuneration may be held to be usurious if: (a) they are disproportionate to the amount lent (taking into account the specific circumstances of the transaction and the average rate usually applied for similar transactions) and (b) the person who paid or agreed to pay was in financial and economic difficulties. The provision of usurious interest, advantages or remuneration has the same consequences as non-compliance with the Usury Rates.

With a view to limiting the impact of the application of the Usury Law to Italian loans executed prior to the entering into force of the Usury Law, the Italian Government has specified with Italian law decree number 394 of 29 December 2000 (the "**Usury Law Decree**"), converted into Italian law number 24 of 28 February 2001, that an interest rate is to be deemed usurious only if it is higher than the Usury Rate in force at the time the relevant agreement is reached, regardless of the time at which interest is repaid by the borrower. However, it should be noted that few commentators and some lower court decisions have held that, irrespective of the principle set out in the Usury Law Decree, if an interest originally agreed at a rate falling below the then applicable usury limit were, at a later date, to exceed the usury limit from time to time in force, such interest should nonetheless be reduced to the then applicable usury limit. Recently, such opinion seems confirmed by the Italian Supreme Court (Cass. Sez. I, 11 January 2013, number 602 and Cass. Sez. I, 11 January 2013, number 603), which stated that an automatic reduction of the applicable interest rate to the Usury Rates applicable from time to time shall apply to the loans.

The Usury Law Decree also provides that, as an extraordinary measure due to the exceptional fall in interest rates in 1998 and 1999, interest rates due on instalments payable after 2 January 2001 on loans already entered into on the date on which the Usury Law Decree came into force (such date being 31 December 2000) are to be replaced by a lower interest rate fixed in accordance with parameters fixed by the Usury Law Decree.

The validity of the Usury Law Decree has been challenged before the Italian Constitutional Court by certain consumers' associations claiming that the Usury Law Decree does not comply with the principles set out in the Italian Constitution. By decision number 29 of 14 February 2002, the Italian Constitutional Court stated, *inter alia*, that the Usury Law Decree complies with the principles set out in the Italian Constitution except for those provisions of the Usury Law Decree which provide that the interest rates due on instalments payable after 2 January 2001 on loans are to be replaced by lower interest rates fixed in accordance with the Usury Law Decree. By such decision the Italian Constitutional Court has established that the lower interest rates fixed in accordance with the Usury Law Decree are to be substituted on instalments payable from the date on which such Decree came into force (31 December 2000) and not on instalments payable after 2 January 2001.

The Italian Supreme Court, under decision number 350/2013 clarified that default interest is relevant for the purposes of determining whether an interest rate is usurious. Such interpretation is in contradiction with the current methodology for determining the Usury Rates, considering that the relevant surveys aimed at calculating the applicable average rate never took into account the default interest rates.

The Italian Supreme Court, under decision number 350/2013, as recently confirmed by decision number 23192/17, has clarified that the default interest rates are relevant and must be taken into account when calculating the aggregate remuneration of any given financing for the purposes of determining its compliance with the applicable Usury Rates. Such interpretation is in contradiction with the current methodology for determining the Usury Rates, considering that the relevant surveys aimed at calculating the applicable average rate never took into account the default interest rates.

8.13 **Compounding of interests (*anatocismo*)**

According to article 1283 of the Italian civil code, in respect of a monetary claim, interests accrued for at least six months can be capitalised and provided that the capitalisation has been agreed after the date when they have become due or from the date when the relevant legal proceedings are commenced in respect of that monetary claim, save there are no contrary recognised customary practices ("*usi normativi*"). Banks in Italy have traditionally capitalised accrued interests on a quarterly basis on the grounds that such practice could be characterized as a customary practices. Certain judgments from Italian Courts (including Judgments number 2374/99 and number 2593/03 of the Italian Supreme Court) have held that such practice do not meet the legal definition of customary practices. In this respect, it should be noted that article 25, paragraph 2, of the Decree number 342 of 4 August 1999 ("**Decree 342**") has delegated to the Interministerial Committee of Credit and Saving (the "**CICR**") powers to fix the conditions for the capitalisation of accrued interests. As a matter of fact, the CICR, pursuant to article 3 of a Resolution dated 9 February 2000 (the "**Resolution**"), has provided, in relation to loans involving a deferred repayment that, in case of breach by the debtor, the amount due on the maturity of each instalment, shall produce interests from such date up to the date of the actual payment, if so provided by the relevant contract. Moreover, article 25, paragraph 3, of Decree 342 provides that the provisions relating to the capitalisation of accrued interest set forth in contracts entered into before the date of the Resolution are valid and effective up to the date thereof and after such date shall be consistent to the provisions of the Resolution. Decree 342 has been challenged, however, before the Italian Constitutional Court on the grounds that it falls outside the scope of the powers delegated under the "Legge Delega", and article 25 paragraph 3 of Decree 342 has been declared unconstitutional by decision number 425 of 9/17 October 2000 issued by the Italian Constitutional Court. On the basis of the foregoing, it cannot be excluded that borrowers may, where appropriate, challenge the practice of capitalising interest by banks on the grounds set forth by the Italian Supreme Court in the above mentioned decision and, therefore, that a negative effect on the returns generated from the Loan Agreements could derive.

The Originator has consequently undertaken in the Warranty and Indemnity Agreement to indemnify the Issuer in respect of any losses, costs and expenses that may be incurred by the Issuer in connection with any challenge relating to the violation of article 1283 of the Italian civil code.

Article 17-*bis* of law decree number 18 of 14 February 2016 (as converted into law with amendments by law number 49 of 8 April 2016) amended article 120, paragraph 2, of the Consolidated Banking Act, providing that interests (other than defaulted interests) shall not accrue on capitalised interests. Article 120, paragraph 2, of the Consolidated Banking Act delegated to the CICR the establishment of the methods and criteria for compounding of interest. In this respect, the CICR, with a resolution dated 3 August 2016, substituting the resolution dated 9 February 2000, has provided, *inter alia*, that: (i) negative accrued interests and principal are to be accounted separately; (ii) in accordance with the new provision of article 120 of the Consolidated Banking Act, interests are due as from 1 March of the year following the year of the relevant accrual. In any case, such interests shall become payable and the relevant debtor shall be considered in default only after a period of 30 days starting from the day the debtor is aware of the amount to be paid; and (iii) the debtor and the bank may agree, also in advance, to charge the interests due and payable directly to the relevant debtor's account (in such event, the charged

amount shall be considered as principal amount and interests shall accrue on such amount). Intermediaries shall apply the 2016 CICR resolution no later than 1 October 2016.

8.14 **Enforcement of certain Issuer's rights may be prevented by statute of limitations**

Certain rights of the Issuer under the Transaction Documents may become barred under statutes of limitation by operation of law. In particular, there is a possibility that the one year statute of limitation period set out in article 1495 of the Italian civil code could be held to apply to some or all of the representations and warranties given by the Originator in the Warranty and Indemnity Agreement, on the ground that such provisions may not be derogated from by the parties to a sale contract (*contratto di compravendita*) (such as the Master Receivables Purchase Agreement and, with respect to each Subsequent Portfolio, the relevant Receivables Purchase Agreement).

However, under the Warranty and Indemnity Agreement the Originator and the Issuer have acknowledged and agreed that the provisions of articles 1495 and 1497 of the Italian civil code shall not apply to the representations and warranties given by the Originator thereunder.

8.15 **Change of law**

The structure of the transaction and, *inter alia*, the issue of the Notes are based on Italian law (or English law, in the case of the Swap Agreement and the Security Assignment), tax and administrative practice in effect at the date hereof, and having due regard to the expected tax treatment of all relevant entities under such law and practice. No assurance can be given that Italian law (or English law as applicable) or tax or administrative practice will not change after the date of this Prospectus or that such change will not adversely impact the structure of the transaction and the treatment of the Notes.

9 **TAX RISKS**

9.1 **Withholding Tax under the Notes**

As of the date of this Prospectus, payments of interest and other proceeds under the Notes may, in certain circumstances, be subject to withholding or deduction for on account of Decree 239, (see for further details also the section headed "*Taxation in Italy*"). In such circumstance, any beneficial owner of an interest payment relating to the Notes of any Class will receive amounts of interest payable on the Notes net of the withholding or deduction for on account of Decree 239 (which, if applicable, is levied at the rate of 26 per cent, or such lower rate as may be applicable under the relevant double taxation treaty if applicable).

In the event that any withholding or deduction for on account of Decree 239 or any other deduction or withholding for or on account of tax is imposed in respect of payments to Noteholders of amounts due pursuant to the Notes, neither the Issuer nor any other Person shall be obliged to gross-up or otherwise compensate Noteholders for the lesser amounts that the same Noteholders shall receive as a result of the imposition of any such deduction or withholding, or otherwise to pay any additional amounts to any of the Noteholders.

9.2 **Tax Treatment of the Issuer**

The Issuer is an Italian corporate entity and, as such, is subject in principle to corporate income tax ("**IRES**") and regional tax for productive activities ("**IRAP**"). However, assuming that, based

on the provision of the Securitisation Law and on a correct application of the applicable accounting principle, the assets and liabilities acquired, assumed and beneficially owned by the Issuer are lawfully treated as off-balance sheet assets and liabilities for accounting purposes (i.e. a "*substance over form*" approach), any income derived by the Issuer from the Master Portfolio and under any of the documents pertaining to the Securitisation in relation to the Securitisation, should not be subject to any taxation with the only exception of amounts, if any, available to the Issuer after the full discharge of its obligations in relation to the Notes and any other creditor of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation. This conclusion is based on the interpretation of article 83 of Italian Presidential Decree number 917 of 22 December 1986 (the "**Decree 917**"), under which positive and negative items of income are included in the computation of the taxable income to the extent they must be included in the profit and loss account of the taxpayer and has been confirmed by the Italian tax authority in Circular letter of 6 February 2003, No, 8/E and in Resolution of 4 August 2010, number 77/E. In particular, the Italian tax authorities have stated that, in the context of a securitisation transaction, only amounts, if any, available to a securitisation vehicle after fully discharging its obligations towards the noteholders and any other creditors of the securitisation vehicle in respect of any costs, fees, and expenses in relation to the securitisation transaction, should be imputed for tax purposes to the securitisation vehicle.

It is, however, possible that the Ministry of the Economy and Finance or another competent authority may issue further regulations, letters or rulings relating to Securitisation Law which might alter or affect the tax position of the Issuer as described above.

9.3 **Registration Tax on Transfer of Receivables**

A transfer of receivables qualifies as a VAT exempt service under article 10, paragraph 1(1), of the Italian Presidential Decree number 633 of 26 October 1972 (the "**Decree 633**") in the event and to the extent that (i) it has a "*financial purpose*" pursuant to article 3, paragraph 2, item 3) of Decree 633, (ii) it is effected for consideration (*verso corrispettivo*) pursuant to article 3, paragraph 1 of Decree 633, and (iii) does not entail a "debt collection" service (*attività di recupero crediti*).

As specified by the Italian tax authorities in Ruling of 11 March 2011 number 32/E, the consideration for the service rendered through the transfer of receivables may be represented by the discount, if any, applied on the price for the transfer of the receivables. Therefore, in case the transfer does not occur at discount, no consideration should be deemed to be paid. Moreover, according to the decision of the Court of Justice of the European Union of 27 October 2011, case C-93/10 (GFKL), a transfer of debt receivables does not entail a transaction executed for a consideration if the difference between the sale price and the face value of the receivables does not represent a direct remuneration for a service supplied by the purchaser to the sellers, but rather reflects the actual economic value of the receivables.

Hence if the transfer of the receivables does not give rise to a discount remunerating a "*debt collection*" service, since the price paid by the Issuer is equal to the outstanding principal of each Receivable plus interest accrued up to the valuation date of the Receivables and unexpired at that date, the transfer of the Receivables would not fall within the scope of Italian VAT since it is not executed for a consideration.

Depending on the VAT regime applicable to the transfer of receivables, a registration tax between Euro 200.00 and 0.5% would apply if the transfer agreement is subject to voluntary registration or if the so-called "*caso d'uso*" or "*enunciazione*" occur (assuming that the transfer agreement is made by exchange of correspondence ("*scambio di corrispondenza*")).

9.4 **The Proposed European Financial Transactions Tax ("EU FTT")**

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common financial transaction tax ("**EU FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**"). On December 8, 2015, Estonia indicated that it would no longer be a Participating Member State. The Commission's Proposal is still pending before the Council of the EU and its status is regularly discussed at the European and Financial Affairs Council. Moreover, in the course of 2020, the European Commission brought to the attention of the Council of the EU and the EU Parliament the possibility to propose, by June 2024, the introduction of a reshaped EU FTT as a new EU own resource.

The Commission's Proposal has very broad scope and, if introduced in its current form, could apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under Commission's Proposal 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 to the transaction is established or deemed established in a Participating Member State and that there established or deemed established in a Participating Member State which is party to the transaction, acting either for its own account or for the account of another person, or acting in the name of a party to the transaction. A financial institution may be, or be deemed to be, "*established*" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The Commission's Proposal remains subject to negotiation between the Participating Member States and may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate and/or other Participating Member States may decide to withdraw. If the Commission's Proposal or any similar tax were adopted, transactions in the Notes could be subject to higher costs and the liquidity of the market for the Notes may be diminished. Prospective holders of the Notes are advised to seek their own professional advice in relation to the EU FTT associated with purchasing and disposing of the Notes.

9.5 **U.S. Foreign Account Tax Compliance Act Withholding**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "*foreign financial institution*" may be required to withhold on certain payments it makes (foreign pass-through payments) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer may be a foreign financial institution for these purposes.

A number of jurisdictions (including Italy) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change.

Holders of the Notes should consult their own tax advisors about the application of FATCA and how rules may apply to, or affect payments to be received under the Notes or any other payments to be made by parties to this transaction.

If an amount in respect of U.S. withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as result of FATCA, none of the Issuer or any other person would, pursuant to the Conditions, be required to pay additional amounts as a result of the deduction or withholding. As a result, the holders of the Notes may receive amounts that are less than expected.

10 RISKS RELATING TO HEDGING ARRANGEMENTS

10.1 Future discontinuance of Euribor may adversely affect the Swap Agreement

The payment obligations of the Swap Counterparty under the Swap Transaction are determined by reference to a floating rate which references to three-month Euribor (as defined in the Swap Agreement and references to Euribor below are to Euribor so defined).

In the event that Euribor ceases to exist, a replacement floating rate would have to be determined. In this regard, the Swap Agreement incorporates the 2006 ISDA Definitions, as supplemented by any relevant supplements, including Supplement no. 70, published by the International Swaps and Derivatives Association, Inc. on 19 September 2018 (the "**ISDA Definitions**") which sets out a number of alternative continuation fallbacks which, broadly speaking, are intended to apply an alternative floating rate for the Swap Transaction upon the occurrence of an Index Cessation Effective Date (as defined in the ISDA Definitions) in respect of Euribor. The main continuation fallbacks consists in the application of an alternative pre-nominated term rate (calculated by reference to fallback rate (EuroSTR)).

If a replacement rate is implemented in accordance with the ISDA Definitions, an adjustment payment or spread may become applicable to account for the economic effect on the Swap Transaction. Any such adjustment payment may be an amount due by the Issuer to the Swap Counterparty. There is a risk that the Issuer may not be able to make such a payment or that insufficient amounts remain after any such payment has been made to make payments on the Notes. After the implementation of a replacement floating rate in respect of the Swap Transaction (including any applicable adjustment payment or adjustment spread), there is a risk that the Issuer will receive less under the Swap Transaction and/or that the floating rate applicable to the Swap Transaction does not match the floating rate applicable to the Notes. Any such reduction or mismatch may result in the Issuer having insufficient funds to make payments due on the Notes. In addition, it is possible that implementation of a replacement floating rate in respect of

the Swap Transaction will not occur at the same time as any corresponding changes to the floating rate applicable to the Notes, which may result in the Notes effectively being unhedged. In such circumstances the Issuer may not have sufficient funds to make payments due on the Notes.

10.2 **The termination of the Swap Agreement may adversely affect the ability of the Issuer to make payments on the Rated Notes**

The Issuer's ability to discharge its obligations, including its ability to make payments on the Rated Notes, may be materially adversely affected in the event of the early termination of the Swap Transaction pursuant to the terms of the Swap Agreement. The Swap Agreement contains various termination events and events of default which, should the relevant event or circumstances occur, will entitle either or both the Issuer and the Swap Counterparty to terminate the Swap Transaction. Under the Intercreditor Agreement it is provided that, if the Swap Transaction is terminated early and no Trigger Event has occurred, the Issuer will use its best endeavours to replace the Swap Transaction with a replacement swap counterparty on substantially the same terms as the Swap Agreement. However, there is no assurance that a replacement interest rate swap could be found. If the Issuer does not enter into a replacement interest rate swap, it may have insufficient funds to make payment under the Rated Notes and this may result in a downgrading of the rating of the Rated Notes.

An early termination of the Swap Agreement could result in either the Issuer or the Swap Counterparty being obliged to make a termination payment to the other. As described further below, the Issuer will be exposed to the credit risk of the Swap Counterparty in the event that any such payment is payable by the Swap Counterparty. Although the Swap Counterparty may (following a downgrade of the ratings of the Swap Counterparty) be required to post collateral to the Issuer in respect of its obligations under the Swap Agreement, the Issuer will not be a secured creditor of the Swap Counterparty and the Issuer will therefore be subject to the credit risk of the Swap Counterparty (in addition to the risk of the Debtors) to the extent that the Swap Counterparty's obligations under the Swap Agreement are not collateralised.

10.3 **The Swap Agreement may be terminated in case of Tax Event**

The Swap Counterparty will be obliged to make payments under the Swap Agreement without any withholding or deduction of taxes unless required by law. If any such withholding or deduction is required by law, the Swap Counterparty will be required to pay such additional amount as is necessary to ensure that the net amount actually received by the Issuer will equal the full amount that the Issuer would have received had no such withholding or deduction been required (unless the relevant withholding or deduction relates to a FATCA Withholding Tax (as defined in the Swap Agreement)). The Swap Agreement will provide, however, that in case of a Tax Event (as defined in the Swap Agreement), the Swap Counterparty may transfer its rights and obligations to another of its offices, branches or affiliates to avoid the relevant Tax Event. If the Swap Counterparty is unable to transfer its rights and obligations under the Swap Agreement to another office, branch or affiliate, it will have the right to terminate the Swap Transaction. Upon such termination, the Issuer or the Swap Counterparty may be liable to make a termination payment to the other party. See the risk factor entitled "*The termination of the Swap Agreement may adversely affect the ability of the Issuer to make payments on the Rated Notes*" above.

10.4 **Remedies available in case of ratings downgrade of the Swap Counterparty may not be**

necessarily available

In the event that the Swap Counterparty is downgraded below certain levels as set out in the Swap Agreement, the Issuer may terminate the Swap Transaction if the Swap Counterparty fails to take (or fails to make endeavours to take, as applicable in accordance with the terms of the Swap Agreement) certain remedial measures within the timeframes stipulated in the Swap Agreement. Such remedial measures may include providing collateral for its obligations under the Swap Agreement, arranging for its obligations under the Swap Agreement to be transferred to an entity with the required ratings (or guaranteed by an entity with the required ratings) or procuring another entity with the required ratings to become guarantor in respect of its obligations under the Swap Agreement. Under the Intercreditor Agreement it is provided that, if the Swap Transaction is terminated early and no Trigger Event has occurred, the Issuer will use its best endeavours to replace the Swap Transaction with a replacement swap counterparty on substantially the same terms as the Swap Agreement. However, in the event that the Swap Counterparty is downgraded, there can be no assurance that a guarantor or replacement swap counterparty will be found or that the amount of collateral provided will be sufficient to meet the Swap Counterparty's obligations. If the Issuer does not enter into a replacement interest rate swap, the Issuer may have insufficient funds to make payments due on the Notes, and the Rated Notes may also be downgraded.

10.5 **Noteholders may experience delays and/or reductions in the interest payments under replacement swap agreements**

If a replacement swap agreement is entered into following termination of the initial Swap Transaction, this may be on terms less favourable to the Issuer and therefore may mean that reduced amounts are available for distribution by the Issuer to the Noteholders and the Other Issuer Creditors. The Issuer may not be able to enter into a replacement interest rate swap with a replacement swap counterparty immediately or at a later date. If a replacement swap counterparty cannot be found, the risk of a difference between the rate of interest to be received by the Issuer on the Receivables and the rate of interest payable by the Issuer on the Notes will not be hedged, and so the funds available to the Issuer to pay any interest on the Notes may be insufficient. In these circumstances, the holders of Notes may experience delays and/or reductions in the interest payments to be received by them, and the Rated Notes may also be downgraded.

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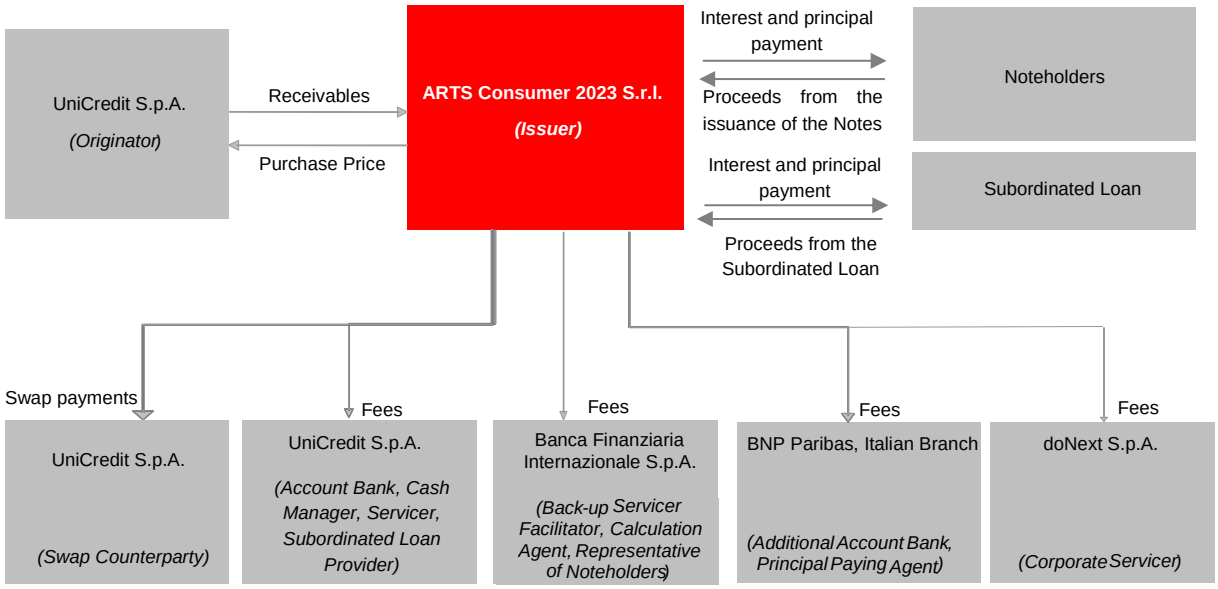
The Issuer believes that the risks described above are the principal risks inherent in the Securitisation for holders of the Notes but the inability of the Issuer to pay interest and Variable Return or repay principal on the Notes may occur for other reasons and the Issuer does not represent that the above statements of the risks of holding the Notes are thorough. While the various structural elements described in this Prospectus are intended to lessen some of these risks for holders of the Notes, there can be no assurance that these measures will be sufficient or effective to ensure payment to the holders of the Notes of any Class of interest, Variable Return or principal on the Notes on a timely basis or at all. Additional risks and uncertainties not presently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations.

TRANSACTION DIAGRAM

The following is a diagram showing the structure of the Securitisation as at the Issue Date. It is intended to illustrate to prospective Noteholders a scheme of the principal transactions contemplated in the context of the Securitisation on the Issue Date. It is not intended to be thorough and prospective noteholders should also read the detailed information set out elsewhere in this document.



TRANSACTION OVERVIEW

The following information is an overview of the transactions and assets underlying the Notes and is qualified in its entirety by reference to the more detailed information presented elsewhere in this Prospectus and in the Transaction Documents. It is not intended to be thorough and prospective noteholders should also read the detailed information set out elsewhere in this document.

1 THE PRINCIPAL PARTIES

Issuer	**ARTS CONSUMER 2023 S.R.L.**, a *società a responsabilità limitata* with sole quotaholder incorporated under the laws of the Republic of Italy in accordance with article 3 of the Securitisation Law, quota capital of Euro 10,000.00 fully paid up, having its registered office at Viale dell'Agricoltura, 7, 37135 Verona, Italy, fiscal code and enrolment in the companies' register of Verona number 05419700264, enrolled in the register of special purpose vehicle held by Bank of Italy pursuant to the regulation issued by the Bank of Italy on 7 June 2017 and having as its sole corporate object the performance of securitisation transactions in accordance with the Securitisation Law.
Originator	**UNICREDIT S.P.A.**, a bank incorporated as *a società per azioni* organised under the laws of the Republic of Italy, share capital of Euro 21,277,874,388.48 fully paid-up, having its registered office at Piazza Gae Aulenti, 3, Tower A, 20154 Milan, Italy, fiscal code, VAT number and enrolment in the companies' register of Milano - Monza Brianza - Lodi number 00348170101, enrolled under number 5729 in the register of banks held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act, parent company of the "*Gruppo Bancario UniCredit*", registered with the register of banking groups held by the Bank of Italy pursuant to article 64 of the Consolidated Banking Act, adhering to the *Fondo Interbancario di Tutela dei Depositi* and to the *Fondo Nazionale di Garanzia*.
Servicer	**UNICREDIT S.P.A.** The Servicer will act as such pursuant to the Servicing Agreement.
Representative of the Noteholders	**BANCA FINANZIARIA INTERNAZIONALE S.P.A.**, a bank incorporated under the laws of Italy as a *società per azioni*, having its registered office in Via Alfieri, 1, 31014 Conegliano (TV), Italy, share capital of Euro 91,743,007.00 fully paid up, fiscal code and enrolment in the companies' register of Treviso-Belluno number 04040580963, VAT Group "*Gruppo IVA FININT S.P.A.*" - VAT number 04977190265, registered in the Register of the Banks under

	number 5580 pursuant to article 13 of the Consolidated Banking Act and in the Register of the Banking groups as Parent Company of the Banca Finanziaria Internazionale Banking Group, member of the *Fondo Interbancario di Tutela dei Depositi* and of the *Fondo Nazionale di Garanzia*. The Representative of the Noteholders will act as such pursuant to the Subscription Agreements, the Intercreditor Agreement and the Mandate Agreement.
Calculation Agent	**BANCA FINANZIARIA INTERNAZIONALE S.P.A.** The Calculation Agent will act as such pursuant to the Cash Allocation, Management and Payments Agreement.
Account Bank	**UNICREDIT S.P.A.** The Account Bank will act as such pursuant to the Cash Allocation, Management and Payments Agreement.
Additional Account Bank	**BNP PARIBAS**, company incorporated under the laws of France licensed to conduct banking operations, having its registered office at Boulevard des Italiens n. 16, Paris, France, registered with the Chamber of Commerce of Paris under number 662 042 449, with a fully paid-up share capital of Euro 2,468,663,292, which acts for the purposes hereof through the Securities Services Business Line of its Italian branch, whose offices are located in Piazza Lina Bo Bardi n. 3, Milan, enrolled in the register of the banks held by the Bank of Italy under no. 5482, Fiscal code and VAT code no. 04449690157, REA n. 731270. The Additional Account Bank will act as such pursuant to the Cash Allocation, Management and Payments Agreement.
Cash Manager	**UNICREDIT S.P.A.** The Cash Manager will act as such pursuant to the Cash Allocation, Management and Payments Agreement.
Principal Paying Agent	**BNP PARIBAS**. The Principal Paying Agent will act as such pursuant to the Cash Allocation, Management and Payments Agreement.
Swap Counterparty	**UNICREDIT S.P.A.** The Swap Counterparty will act as such pursuant to the Swap Agreement.
Corporate Servicer	**DONEXT S.P.A.**, a financial intermediary incorporated as a *società per azioni* with sole shareholder under the laws of the Republic of Italy, having its registered office at Lungotevere Flaminio, 18, 00196 Rome, Italy, share capital of Euro 4,000,000.00 fully paid up, tax code and enrolment in the Companies' Register of Rome number 00399750587,

	registered under number 32447 in the register of the financial intermediaries held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act, subject to the activity of direction and coordination (*attività di direzione e coordinamento*) of doValue S.p.A. pursuant to articles 2497 and following of the Italian civil code**.** The Corporate Servicer will act as such pursuant to the Corporate Services Agreement.
Stichting Corporate Services Provider	**WILMINGTON TRUST SP SERVICES (LONDON) LIMITED**, a private limited liability company incorporated under the laws of England, having its registered office at Third Floor, 1 King's Arms Yard, London EC2R 7AF, England.
Back-up Servicer Facilitator	**BANCA FINANZIARIA INTERNAZIONALE S.P.A.** The Back-up Servicer Facilitator will act as such pursuant to the Intercreditor Agreement.
Quotaholder	**STICHTING VETTORE**, a Dutch foundation (*stichting*) incorporated under the laws of The Netherlands and having its registered office at Lokatellikade, 1, 107 AZ, the Netherlands and enrolled at the Chamber of Commerce in Amsterdam with number 87909154.
Reporting Entity	**ARTS CONSUMER 2023 S.R.L.**
Subordinated Loan Provider	**UNICREDIT S.P.A.** The Subordinated Loan Provider will act as such pursuant to the Subordinated Loan Agreement.
Sole Arranger, Sole Lead Manager and Sole Bookrunner	**UNICREDIT BANK AG**, a bank incorporated under the laws of the Federal Republic of Germany as a public company limited by shares (*aktiengesellschaft*), registered with the commercial register administered by the Local Court of Munich at number HR B 421 48, belonging to the UniCredit banking group and having its registered office at Arabellastrasse 12, 81925 Munich, Federal Republic of Germany.

2 THE PRINCIPAL FEATURES OF THE NOTES

The Notes

On the Issue date, the Notes will be issued by the Issuer in the following Classes and principal amounts:

(i) €669,500,000 Class A Asset Backed Floating Rate Notes due November 2065 (the "**Class A Notes**" or the "**Senior Notes**");

(ii) €14,900,000 Class B Asset Backed Floating Rate Notes

due November 2065 (the "**Class B Notes**");

(iii) €49,100,000 Class C Asset Backed Floating Rate Notes due November 2065 (the "**Class C Notes**");

(iv) €27,500,000 Class D Asset Backed Floating Rate Notes due November 2065 (the "**Class D Notes**" and, together with the Class B Notes and the Class C Notes, the "**Mezzanine Notes**" and, together with the Senior Notes, the "**Rated Notes**");

(v) €86,300,000 Class E Asset Backed Floating Rate Notes due November 2065 (the "**Class E Notes**");

(vi) €100,000 Class F Asset Backed Fixed Rate and Variable Return Notes due November 2065 (the "**Class F Notes**").

Issue price

The Notes will be issued at the following percentages of their principal amount upon issue:

Class	*Issue Price*
Class A Notes	100 per cent.
Class B Notes	100 per cent.
Class C Notes	100 per cent.
Class D Notes	100 per cent.
Class E Notes	100 per cent.
Class F Notes	100 per cent.

Interest on the Notes

Each Note will bear interest on its Principal Amount Outstanding from (and including) the Issue Date until final redemption or cancellation as provided for in Condition 8 (*Redemption, purchase and cancellation*).

The rate of interest payable from time to time on the Notes (the "**Rate of Interest**") will be:

(i) in respect of the Class A Notes, a floating rate equal to Euribor (as determined in accordance with the Conditions), plus a margin of 0.87 per cent. per annum;

(ii) in respect of the Class B Notes, a floating rate equal to Euribor (as determined in accordance with the Conditions), plus a margin of 2.20 per cent. per annum;

(iii) in respect of the Class C Notes, a floating rate equal to

Euribor (as determined in accordance with the Conditions), plus a margin of 3.20 per cent. per annum;

(iv) in respect of the Class D Notes, a floating rate equal to Euribor (as determined in accordance with the Conditions), plus a margin of 5.40 per cent. per annum;

(v) in respect of the Class E Notes, a floating rate equal to Euribor (as determined in accordance with the Conditions), plus a margin of 13 per cent. per annum;

(vi) in respect of the Class F Notes, a fixed rate equal to 0.01 per cent. per annum.

To the extent permitted by law, there shall be no maximum or minimum Rate of Interest in respect of the Notes provided that, should the algebraic sum of the Euribor and the relevant margin applicable on the Senior Notes, any Class of Mezzanine Notes or the Class E Notes, in relation to any Interest Period, result in a negative rate, then the Rate of Interest applicable on the Senior Notes, such Class of Mezzanine Notes or the Class E Notes for such Interest Period shall be 0 (zero).

Interest in respect of the Notes will accrue on a daily basis and will be payable quarterly in arrear in Euro on each Payment Date in accordance with the applicable Priority of Payments. The first payment of interest on the Notes will be due on the Payment Date falling in February 2024 in respect of the period from (and including) the Issue Date to (but excluding) such date.

Variable Return on the Class F Notes

In addition, a Variable Return may or may not be payable on the Class F Notes on each Payment Date, in accordance with the Conditions.

The Variable Return payable on the Class F Notes on each Payment Date will be determined by reference to (i) the residual Issuer Available Funds after satisfaction of the items ranking in priority to the Variable Return on the Class F Notes in accordance with the applicable Priority of Payments, and (ii) any Cash Reserve Excess Amount.

Form and denomination

The Notes will be issued in the minimum denomination of Euro 100,000 and integral multiples of Euro 1,000 in excess

thereof.

The Notes will be issued in bearer and dematerialised form (*in forma dematerializzata*) on behalf of the ultimate owners, until redemption and/or cancellation thereof, through Euronext Securities Milan for the account of the relevant Euronext Securities Milan Account Holders. Euronext Securities Milan shall act as depository for Clearstream and Euroclear in accordance with article 83-*bis* of the Financial Laws Consolidation Act, through the authorised institutions listed in article 83-*quater* of the Financial Laws Consolidation Act. Title to the Notes will at all times be evidenced by book-entries in accordance with the provisions of (i) article 83-*bis* of the Financial Laws Consolidation Act; and (ii) the CONSOB and Bank of Italy Joint Resolution. No physical document of title will be issued in respect of the Notes.

Ranking, status and subordination

The Notes of each Class will rank *pari passu* and *pro rata* without any preference or priority among themselves for all purpose.

Prior to the delivery of a Trigger Notice or redemption of the Notes in accordance with Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) and Condition 8.4 (*Optional redemption for taxation reasons*), in respect of the obligation of the Issuer to pay interest and Variable Return on the Notes, the Notes will rank as provided in Condition 6.1 (*Pre-Acceleration Interest Priority of Payments*).

Prior to the delivery of a Trigger Notice or redemption of the Notes in accordance with Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) and Condition 8.4 (*Optional redemption for taxation reasons*), in respect of the obligation of the Issuer to repay principal on the Notes, the Notes will rank as provided in Condition 6.2 (*Pre-Acceleration Principal Priority of Payments*).

Following the delivery of a Trigger Notice or in case of redemption of the Notes in accordance Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), in respect of the obligation of the Issuer to pay interest, Variable Return and repay principal on the Notes, the Notes will rank as specified in Condition 6.3 (*Post-Acceleration Priority of Payments*).

Withholding on the Notes

As at the date hereof, payments of interest, Variable Return and other proceeds under the Notes may be subject to withholding or deduction for or on account of Italian substitute tax (*imposta sostitutiva*), in accordance with Decree 239. Upon the occurrence of any withholding or deduction for or on account of tax from any payments under the Notes, neither the Issuer nor any other person shall have any obligation to pay any additional amount(s) to any holder of the Notes.

Mandatory redemption

Prior to the delivery of a Trigger Notice, the Notes of each Class will be subject to mandatory redemption in full (or in part *pro rata* within each Class) on each Payment Date during the Amortisation Period, to the extent that the Issuer has sufficient Principal Available Funds for such purpose in accordance with the Pre-Acceleration Principal Priority of Payments.

Prior to the delivery of a Trigger Notice and the occurrence of a Sequential Redemption Event, repayment of principal in respect of the Notes shall be made on a *pari passu* and *pro rata* basis on each Payment Date in accordance with the Pre-Acceleration Principal Priority of Payments.

Prior to the delivery of a Trigger Notice and after the occurrence of a Sequential Redemption Event, repayment of principal in respect of the Notes shall be made in a sequential order at all times in accordance with the Pre-Acceleration Principal Priority of Payments.

Optional redemption for clean-up or regulatory reasons

Provided that no Trigger Notice has been served on the Issuer, upon:

(i) the aggregate Outstanding Principal of the Receivables comprised in the Master Portfolio being equal to, or lower than, 10 per cent. of the aggregate Outstanding Principal of the Receivables comprised in the Initial Portfolio as at the Issue Date (the "**Clean-up Call Condition**"); or

(ii) the occurrence of any of the following events:

(A) any enactment or establishment of, or supplement or amendment to, or change in any law, regulation, rule, policy or guideline of any relevant competent international, European or national body (including the European Central Bank, the Bank of Italy or

any other relevant competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline which becomes effective on or after the Issue Date; or

(B) a notification by, or other communication from, the applicable regulatory or supervisory authority being received by the Originator with respect to the transactions contemplated by the Transaction Documents on or after the Issue Date; or

(C) a change in, or the adoption of, any new law, rule, direction, guidance or regulation which requires the manner in which the Originator is retaining a material net economic interest of not less than 5 per cent. in the Securitisation described herein (the "**Retained Exposures**") to be restructured after the Issue Date or which would otherwise have an adverse effect on the ability of the Originator to comply with article 6 of the EU Securitisation Regulation,

which, in the reasonable opinion of the Originator, has the effect of materially adversely affecting the regulatory capital treatment or the rate of return on capital of the Originator pursuant to article 244(2) of the CRR (provided that any reference to article 244(2) of the CRR shall be deemed to include any successor or replacement provisions to article 244(2) of the CRR) or materially increasing the cost, or materially reducing the benefit, to the Originator of the transactions contemplated by the Transaction Documents (each of the events under this paragraph (ii), a "**Regulatory Change Event**"), then, upon the Originator exercising the option to repurchase the Master Portfolio as described below, the Issuer shall, on any Payment Date following the occurrence of a Clean-up Call Condition or a Regulatory Change Event, redeem the Rated Notes (in whole but not in part) and the Junior Notes (in whole or, the holders of

the Junior Notes having consented to such partial redemption, in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest thereon), in accordance with the Post-Acceleration Priority of Payments, subject to the Issuer:

(A) giving not more than 45 days and not less than 10 days' notice to the Representative of the Noteholders (with copy to the Servicer, the Calculation Agent and the Rating Agencies) and to the Noteholders in accordance with Condition 17 (*Notices*) of its intention to redeem the Notes; and

(B) delivering, prior to the notice referred to in paragraph (A) above being given, to the Representative of the Noteholders a certificate duly signed by the Issuer to the effect that it will have the necessary funds (free and clear of any Security Interest of any third party) on such Payment Date to discharge all of its outstanding liabilities in respect of the Notes and any other payment in priority to or *pari passu* with the Notes in accordance with the Post-Acceleration Priority of Payments.

For the avoidance of doubt, the declaration of a Regulatory Change Event will not be prevented or excluded by the fact that, prior to the Issue Date:

(i) the event constituting any such Regulatory Change Event was:

(A) announced or contained in any proposal (whether in draft or final form) for a change in the laws, regulations, applicable regulatory rules, policies or guidelines (including any accord, standard, or recommendation of the ECB or the Basel Committee), as officially interpreted, implemented or applied by any relevant competent international, European or national body; or

(B) incorporated in any law or regulation approved and/or published but the

effectiveness or application of which is deferred, in whole or in part, beyond the Issue Date; or

(C) expressed in any statement by any official of the competent authority in expert meetings or other discussions in connection with such Regulatory Change Event; or

(ii) the competent authority has issued any notification, taken any decision or expressed any view with respect to any individual transaction, other than the Securitisation described herein. Accordingly, such proposals, statements, notifications or views will not be taken into account when assessing the regulatory capital treatment or the capital relief deriving from the Securitisation for the Originator or its affiliates or rate of return on capital pursuant to article 244(2) of the CRR or an increase in the cost or reduction of benefits to the Originator or its affiliates of the Securitisation described herein immediately after the Issue Date.

The Issuer may obtain the funds necessary to finance the early redemption of the Notes in accordance with Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) from the sale of the Master Portfolio to the Originator. Under the Master Receivables Purchase Agreement, the Issuer has granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase the Master Portfolio at the Final Repurchase Price pursuant to the terms and subject to the conditions set out therein. If the Originator exercises such option, then the Issuer shall redeem the Notes as described above.

Optional redemption for taxation reasons

Provided that no Trigger Notice has been served on the Issuer, upon the imposition, at any time after the Issue Date, of:

(i) any Tax Deduction in respect of any payment to be made by the Issuer (other than in respect of a Decree 239 Deduction); or

(ii) any changes in the Tax law of Italy (or in the application or official interpretation of such law) which would cause the total amount payable in respect of the Master Portfolio to cease to be receivable by the Issuer (including as a result of any of the

Debtors being obliged to make a Tax Deduction in respect of any payment in relation to any Receivables)

(each of the events under paragraphs (i) and (ii), a "**Tax Event**"), then, upon the Originator exercising the option to repurchase the Master Portfolio as described below, the Issuer shall, on any Payment Date following the occurrence of a Tax Event, redeem the Rated Notes (in whole but not in part) and the Junior Notes (in whole or, the holders of the Junior Notes having consented to such partial redemption, in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest thereon), in accordance with the Post-Acceleration Priority of Payments, subject to the Issuer:

(i) giving not more than 45 days and not less than 10 days' notice to the Representative of the Noteholders (with copy to the Servicer, the Calculation Agent and the Rating Agencies) and to the Noteholders in accordance with Condition 17 (*Notices*) of its intention to redeem the Notes; and

(ii) delivering, prior to the notice referred to in paragraph (i) above being given, to the Representative of the Noteholders:

(A) a certificate duly signed by the Issuer to the effect that the obligation to make a Tax Deduction or the imposition resulting in the total amount payable in respect of the Master Portfolio ceasing to be receivable by the Issuer cannot be avoided by taking measures reasonably available to the Issuer and not prejudicial to its interests as a whole; and

(B) a certificate duly signed by the Issuer to the effect that it will have the necessary funds (free and clear of any Security Interest of any third party) on such Payment Date to discharge all of its outstanding liabilities in respect of the Rated Notes and any other payment in priority to or *pari passu* with the Rated Notes in accordance with the Post-Acceleration Priority of Payments.

The Issuer may obtain the funds necessary to finance the early redemption of the Notes in accordance with Condition 8.4 (*Optional redemption for taxation reasons*) from the sale of

the Master Portfolio to the Originator. Under the Master Receivables Purchase Agreement, the Issuer has granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase the Master Portfolio at the Final Repurchase Price pursuant to the terms and subject to the conditions set out therein. If the Originator exercises such option, then the Issuer shall redeem the Notes as described above.

Individual Receivables Call Option

The Originator has an option, pursuant to article 1331 of the Italian civil code, to repurchase from the Issuer, up to an amount equal to 5% of the then Outstanding Principal of the Initial Portfolio (the "**Individual Receivables Call Option**"), if any one of the following conditions are satisfied with regard to such Receivable(s) with the risk of negatively affecting, directly or indirectly, the Originator's image and/or reputation, any Receivable(s) at the relevant Final Repurchase Price:

(i) the Originator is subject to a claim by a third party (other than the Issuer) for damages; or

(ii) the Originator or any of its directors, personnel or representatives, are exposed or subject to any criminal, regulatory or reputational risks or liability in each case for breach of laws (for example, and without limitation, usury laws, laws on compounding of interest or mis-selling); or

(iii) a passive claim is raised by the relevant Debtor against the Originator,

(any of such Receivables, the "**Optioned Receivables**"), provided that such Individual Receivables Call Option shall not be exercised for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit.

The Originator may exercise the Individual Receivables Call Option by sending a notice to this effect to the Issuer giving details of the Optioned Receivables and motivated reasons justifying the exercise of the Individual Receivables Call Option.

Final Maturity Date

Unless previously redeemed in full or cancelled as provided in the Conditions, the Issuer shall redeem the Notes at their Principal Amount Outstanding, plus any accrued but

unpaid interest, on the Final Maturity Date.

Cancellation

The Notes of each Class will be finally and definitively cancelled on the earlier of (i) the date of their redemption in full together with any accrued and unpaid interest thereon and (ii) the Payment Date immediately following the date on which all the Receivables then outstanding will have been entirely repaid in full or written off by the Issuer and the Servicer having certified to the Representative of the Noteholders, and the Representative of the Noteholders having given notice to the Noteholders on the basis of such certificate pursuant to the Conditions, that there is no reasonable likelihood, following the application of all the Issuer Available Funds, of there being any further realisations in respect of the Master Portfolio or the other Issuer's Rights (whether arising from judicial enforcement proceedings, enforcement of the Security or otherwise) which would be available to pay any amount outstanding under the Notes (the applicable date of cancellation, the "**Cancellation Date**").

Segregation of Issuer's Rights

The Notes will have the benefit of the provisions of article 3 of the Securitisation Law, pursuant to which the Master Portfolio, any monetary claim of the Issuer under the Transaction Documents, all cash-flows deriving from both of them and any Eligible Investments purchased therewith (together, the "**Segregated Assets**") will be segregated by operation of law from the Issuer's other assets. Both before and after a winding up of the Issuer, amounts deriving from the Master Portfolio and the other Segregated Assets will be exclusively available for the purpose of satisfying the obligations of the Issuer to the Noteholders and to the Other Issuer Creditors or to any other creditors of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation in priority to the Issuer's obligations to any other creditors.

The Master Portfolio and the other Segregated Assets may not be seized or attached in any form by creditors of the Issuer other than the Noteholders, until full discharge by the Issuer of its payment obligations under the Notes or cancellation thereof. Pursuant to the terms of the Intercreditor Agreement and the Mandate Agreement, the Issuer has empowered the Representative of the Noteholders, following the delivery of a Trigger Notice or, subject to the fulfilment of certain conditions, upon failure

by the Issuer to exercise its rights under the Transaction Documents (but only in relation to the powers and authority needed by the Representative of the Noteholders to enforce the rights entitlements or remedies, to exercise the discretion, authorities or powers, to give the direction or make the determination in respect of which the failure has occurred), to exercise all the Issuer's non-monetary rights, powers and discretion under certain Transaction Documents taking such action in the name and on behalf of the Issuer as the Representative of the Noteholders may deem necessary to protect the interests of the Issuer, the Noteholders and the Other Issuer Creditors in respect of the Master Portfolio, the other Segregated Assets and the Issuer's Rights. Italian law governs the delegation of such powers.

Trigger Events

If any of the following events occurs:

(i) *Non-payment*

the Issuer defaults in the payment of the amount of (A) interest due and payable on the Class A Notes or, following redemption in full of the Class A Notes, the Class B Notes, or following redemption in full of the Class A Notes and the Class B Notes, the Class C Notes and such default is not remedied within a period of five Business Days from the due date thereof, and/or (B) principal due and payable on the Most Senior Class of Notes (to the extent that, other than on the Final Maturity Date, the Issuer has sufficient Issuer Available Funds available to make such payment in accordance with the applicable Priority of Payment) and such default is not remedied within a period of fifteen Business Days from the due date thereof; or

(ii) *Breach of other obligations*

the Issuer defaults in the performance or observance of any of its material obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party (other than any obligation for the payment of interest and repayment of principal on the relevant Class of Notes pursuant to paragraph (i) above) and (except where, in the sole opinion of the Representative of the Noteholders, such default is not capable of remedy in which case no notice requiring remedy will be required) such default remains

unremedied for thirty days after the Representative of the Noteholders has given written notice thereof to the Issuer, certifying that such default is, in the opinion of the Representative of the Noteholders, materially prejudicial to the interests of the holders of the Most Senior Class of Notes and requiring the same to be remedied; or

(iii) *Breach of representations and warranties*

any of the representations and warranties given by the Issuer under any of the Transaction Documents is, or proves to have been, incorrect or erroneous in any material respect when made and (except where, in the opinion of the Representative of the Noteholders, such breach is not capable of remedy in which case no notice requiring remedy will be required) such breach remains unremedied for fifteen Business Days after the Representative of the Noteholders has given written notice thereof to the Issuer requiring the same to be remedied; or

(iv) *Insolvency of the Issuer*

an Insolvency Event occurs with respect to the Issuer; or

(v) *Unlawfulness*

it is or will become unlawful for the Issuer (in any respect deemed by the Representative of the Noteholders to be materially prejudicial to the interests of the holders of the Most Senior Class of Notes) to perform or comply with any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party,

then the Representative of the Noteholders: (1) in the case of a Trigger Event under items (i) or (iv) above, shall; or (2) in the case of a Trigger Event under items (ii), (iii) or (v), may or, if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes, shall serve a Trigger Notice on the Issuer (with copy to the Servicer, the Calculation Agent, the Rating Agencies and the Noteholders in accordance with Condition 17 (*Notices*), whereupon the Notes shall (subject to Condition 9 (*Non petition and limited recourse*)) become immediately due and repayable at their Principal Amount Outstanding (plus any accrued but

unpaid interest thereon), without any further action, notice or formality, and the Issuer Available Funds shall be applied in accordance with the Post-Acceleration Priority of Payments on each following Payment Date and on any such other dates as the Representative of the Noteholders may determine.

At any time after the delivery of a Trigger Notice, the Representative of the Noteholders may, at its discretion and without further notice, take such steps and/or institute such proceedings as it thinks fit to enforce repayment of the Notes and payment of accrued interest thereon or to enforce any other obligation of the Issuer under the Notes or any Transaction Document, but, in either case, it shall not be bound to do so unless it shall have been so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes and, in any such case, only if it shall have been indemnified and/or secured to its satisfaction against all fees, costs, expenses and liabilities to which it may thereby become liable or which it may incur by so doing.

Following the service of a Trigger Notice, no amount of cash shall be trapped in the Issuer's Accounts beyond what is necessary to ensure the operational functioning of the Issuer or the orderly payments of the amounts due under the Notes in accordance with the Post-Acceleration Priority of Payments and pursuant to the terms of the Transaction Documents, as required by article 21(4)(a) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

Following the delivery of a Trigger Notice, the Issuer (or the Representative of the Noteholders on its behalf) may (with the consent of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes) dispose of the Master Portfolio then outstanding in accordance with the provisions of the Intercreditor Agreement, it being understood that no provisions shall require the automatic liquidation of the Master Portfolio pursuant to article 21(4)(d) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

Non petition

Only the Representative of the Noteholders may pursue the remedies available under the general law or under the Transaction Documents to obtain payment of the

Obligations or enforce the Security and no Noteholder shall be entitled to proceed directly against the Issuer to obtain payment of the Obligations or to enforce the Security. In particular:

(i) no Noteholder (nor any person on its behalf) is entitled, otherwise than as permitted by the Transaction Documents, to direct the Representative of the Noteholders to enforce the Security and no Noteholder (nor any person on its behalf, other than the Representative of the Noteholders, where appropriate) is entitled to take any proceedings against the Issuer to enforce the Security;

(ii) no Noteholder (nor any person on its behalf, other than the Representative of the Noteholders) shall, save as expressly permitted by the Transaction Documents, have the right to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due from the Issuer, provided however that this provision shall not prevent any Noteholder from taking any steps against the Issuer which do not amount to the commencement or to the threat of commencement of enforcement or insolvency proceedings against the Issuer or to procuring the appointment of an administrative receiver for or to the making of an administration order against or to the winding up or liquidation of the Issuer;

(iii) until the date falling on the later of (i) one year and one day (or, in the event of prepayment or early cancellation of the Notes, two years and one day) after the date on which the Notes have been redeemed in full or cancelled in accordance with the Conditions and (ii) one year and one day (or, in the event of prepayment or early cancellation of the notes, two years and one day) after the date on which any notes issued in the context of any further securitisation undertaken by the Issuer have been redeemed in full or cancelled in accordance with their terms and conditions, no Noteholder (nor any person on its behalf, other than the Representative of the Noteholders when so directed by an Extraordinary Resolution of all Noteholders and only if the representative(s) of the noteholders of all other

securitisations undertaken by the Issuer, if any, have been so directed by the appropriate resolutions of their respective noteholders in accordance with the relevant transaction documents) shall initiate or join any person in initiating an Insolvency Event in relation to the Issuer, unless a Trigger Notice has been served or an Insolvency Event has occurred and the Representative of the Noteholders, having become bound so to do, fails to take such actions as the Representative of the Noteholders is entitled to take under the Transaction Documents within a reasonable period of time and such failure is continuing (provided that any such failure shall not be conclusive per se of a default or breach of duty by the Representative of the Noteholders), provided further that this provision shall not prejudice the right of any Noteholder to prove a claim in the insolvency of the Issuer where such insolvency follows the institution of an insolvency proceedings by a third party; and

(iv) no Noteholder (nor any person on its behalf) shall be entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step which would result in the Priority of Payments not being complied with.

Limited recourse obligations of Issuer

Notwithstanding any other provision of the Transaction Documents, all obligations of the Issuer to the Noteholders are limited in recourse as set out below:

(i) each Noteholder will have a claim only in respect of the Issuer Available Funds and at all times only in accordance with the applicable Priority of Payments and will not have any claim, by operation of law or otherwise, against, or recourse to, the Issuer's other assets or its contributed capital;

(ii) sums payable to each Noteholder in respect of the Issuer's obligations to such Noteholder shall be limited to the lesser of (i) the aggregate amount of all sums due and payable to such Noteholder; and (ii) the Issuer Available Funds, net of any sums which are payable by the Issuer in accordance with the applicable Priority of Payments in priority to or *pari passu* with, sums payable to such Noteholder; and

on the Cancellation Date, the Noteholders shall have no

further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be cancelled and deemed to be discharged in full.

The Organisation of the Noteholders and the Representative of the Noteholders

The Organisation of the Noteholders has been established upon and by virtue of the issuance of the Notes and shall remain in force and in effect until repayment in full or cancellation of the Notes.

Pursuant to the Rules of the Organisation of the Noteholders (attached to the Conditions as an exhibit), for as long as any Note is outstanding, there shall at all times be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of the Noteholders, is made by the Noteholders subject to and in accordance with the Rules of the Organisation of the Noteholders, except for the initial Representative of the Noteholders appointed at the time of issue of the Notes, who has been appointed by UniCredit Bank AG and the Originator, respectively, in the Rated Notes Subscription Agreement and in the Unrated Notes Subscription Agreement. Each Noteholder is deemed to accept such appointment.

Rating

The Rated Notes are expected to be assigned the following ratings on the Issue Date:

Class	*DBRS*	*Moody's*
Class A Notes	AA(high)(sf)	Aa3
Class B Notes	AA(sf)	A2
Class C Notes	A(sf)	Baa2
Class D Notes	BBB(high)(sf)	Ba1

It is not expected that the Unrated Notes will be assigned a credit rating.

With reference to the ratings specified above to be assigned by Moody's, in accordance with Moody's definitions available as at the date of this Prospectus on the website https://ratings.moodys.io/ratings#rating-scale, the general meaning of each relevant long-term debt single rating is as follows. Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from "Aa" through "Caa". The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates

a ranking in the lower end of that generic rating category.

"**Aa**" - obligations rated "Aa" are judged to be of high quality and are subject to very low credit risk.

"**A**" - obligations rated "A" are judged upper–medium – grade and are subject to low credit risk.

"**Baa**" - obligations rated "Baa" are judged to be medium-grade and subject to moderate credit risk and as such may possess certain speculative characteristics.

"**Ba**" - obligations rated "Ba" are judged to have speculative elements and are subject to substantial credit risk.

With reference to the ratings specified above to be assigned by DBRS, in accordance with DBRS' definitions available as at the date of this Prospectus on the website https://www.dbrsmorningstar.com/understanding-ratings#about-ratings, the general meaning of each relevant long-term debt single rating is as follows. All rating categories other than AAA and D also contain subcategories "(high)" and "(low)". The absence of either a "(high)" or "(low)" designation indicates the credit rating is in the middle of the category.

"**AA(sf)**" - obligations rated "AA" are judged to be of superior credit quality. The capacity for the payment of financial obligations is considered high. Credit quality differs from "AAA" only to a small degree. Unlikely to be significantly vulnerable to future events.

"**A(sf)**" - obligations rated "A" are judged to be of good credit quality. The capacity for the payment of financial obligations is substantial, but of lesser credit quality than "AA". May be vulnerable to future events, but qualifying negative factors are considered manageable.

"**BBB(sf)**"- obligations rated "BBB" are judged to be of adequate credit quality. The capacity for the payment of financial obligations is considered acceptable. May be vulnerable to future events.

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

STS Securitisation

The Securitisation is intended to qualify as a simple, transparent and standardised (STS) securitisation within the meaning of article 18 of Regulation (EU) number 2402 of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation (the "**EU Securitisation Regulation**"). Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of articles 19 to 22 of the EU Securitisation Regulation (the "**EU STS Requirements**") and will be notified by the Originator to be included in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation (the "**STS Notification**"). Pursuant to article 27(2) of the EU Securitisation Regulation, the STS Notification includes an explanation by the Originator of how each of the STS criteria set out in articles 19 to 22 of the EU Securitisation Regulation has been complied with in the Securitisation. The STS Notification will be available for download on the ESMA website (being, as at the date of this Prospectus, https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation) (the "**ESMA STS Register**").

The Originator has used the services of Prime Collateralised Securities (PCS) EU SAS ("**PCS**"), as a third party verifying STS compliance authorised under article 28 of the EU Securitisation Regulation, in connection with an assessment of the compliance of the Notes with the EU STS Requirements (the "**STS Verification**") and to prepare an assessment of compliance of the Notes with the relevant provisions of article 243 of the CRR (the "**CRR Assessment**" and, together with the STS Verification, the "**STS Assessments**"). It is expected that the STS Assessments prepared by PCS will be available on the PCS website (being https://www.pcsmarket.org/transactions) together with a detailed explanation of its scope at https://www.pcsmarket.org/disclaimer. **No assurance can be provided that the Securitisation does or continues to qualify as an STS-securitisation under the EU Securitisation Regulation as at the date of this Prospectus or at any point in time in the future. The STS status of a transaction is not static and investors should verify the current status of the Securitisation on the ESMA STS Register.** None of the Issuer, UniCredit S.p.A. (in any capacity), the Sole Arranger, the Sole Lead Manager, the

Representative of the Noteholders or any other Transaction Party makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation as at the date of this Prospectus nor at any point in time in the future.

Risk Retention

Under the Intercreditor Agreement, the Originator has undertaken that, from the Issue Date, it will:

(i) retain, on an on-going basis, a material net economic interest of not less than five per cent. in the Securitisation, in accordance with option (c) of article 6(3) of the EU Securitisation Regulation (which does not take into account any relevant national measures);

(ii) not change the manner in which the net economic interest is held, unless expressly permitted by article 6(3) of the EU Securitisation Regulation;

(iii) procure that any change to the manner in which such retained interest is held in accordance with paragraph (ii) above will be notified to the Calculation Agent to be disclosed in the SR Investor Report; and

(iv) comply with the disclosure obligations imposed on originators under article 7(1)(e)(iii) of the EU Securitisation Regulation, subject always to any requirement of law, by providing the Issuer and the Calculation Agent with the relevant information about the risk retained to be disclosed in the SR Investor Report,

in each case provided that the Originator is only required to do so to the extent that the retention and disclosure requirements under the EU Securitisation Regulation are applicable to the Securitisation.

The Securitisation will not involve risk retention by the Originator for the purposes of the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the "**U.S. Risk Retention Rules**") and the issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules. The Originator intends to rely on an exemption provided for in Section 20 of the U.S. Risk Retention Rules regarding non-U.S. transactions that meet certain requirements. Consequently, except with the prior written consent of the Originator (a "**U.S. Risk Retention Consent**") and where such sale falls within the exemption

provided by Section 20 of the U.S. Risk Retention Rules, any Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any "U.S. persons" as defined in the U.S. Risk Retention Rules ("**Risk Retention U.S. Persons**"). Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is different from the definition of "U.S. person" in Regulation S. Each purchaser of Notes, including holders of beneficial interests therein will, by its acquisition of a Note or beneficial interest therein, be deemed, and in certain circumstances will be required, to have made certain representations and agreements, including that it (1) either (i) is not a Risk Retention U.S. Person or (ii) has obtained a U.S. Risk Retention Consent from the Originator, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to override the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section 20 of the U.S. Risk Retention Rules).

Transparency requirements

Under the Intercreditor Agreement, the parties thereto have acknowledged that the Originator will be responsible for compliance with article 7 of the EU Securitisation Regulation.

Each of the Issuer and the Originator has acknowledged and agreed that the Issuer is designated as Reporting Entity, pursuant to and for the purposes of article 7(2) of the EU Securitisation Regulation, and it shall fulfil before pricing and/or after the Issue Date, as the case may be, the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and article 22 of the EU Securitisation Regulation.

Approval, listing and admission to trading

This Prospectus has been approved by the Commission de Surveillance du Secteur Financier (the "**CSSF**"), as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The CSSF has not reviewed nor approved any information in relation to the Class F Notes.

The CSSF only approves this Prospectus as meeting the

standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Prospectus. By approving this Prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer in accordance with the provisions of article 6(4) of the Luxembourg law on prospectuses for securities of 16 July 2019. Investors should make their own assessment as to the suitability of investing in the Notes.

Application has been made for the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the "Bourse de Luxembourg" which is a regulated market for the purposes of Directive 2014/65/EU. The Class F Notes are not being offered pursuant to this Prospectus and no application has been made to list the Class F Notes on any stock exchange.

This Prospectus will be published by the Issuer on the website of the Luxembourg Stock Exchange (being as at the date of this Prospectus, www.luxse.com) and will remain available for inspection on such website for at least 10 years.

Selling restrictions There will be restrictions on the sale of the Notes and on the distribution of information in respect thereof.

Governing law The Notes and any non-contractual obligations arising out thereof will be governed by Italian Law.

3 ISSUER AVAILABLE FUNDS AND PRIORITIES OF PAYMENTS

Issuer Available Funds The Issuer Available Funds, in respect of any Payment Date, are constituted by the aggregate of the Interest Available Funds and the Principal Available Funds. For the avoidance of doubt, following the delivery of a Trigger Notice, the Issuer Available Funds, in respect of any Payment Date, shall also comprise any other amount standing to the credit of the Principal Accumulation Account, the Interim Collection Account, the Collection Account, the General Account, the Payments Account, the Cash Reserve Account and, if the relevant Trigger Event is an Insolvency Event occurred in respect of the Issuer, the Expenses Account.

Interest Available Funds

The Interest Available Funds, on each Calculation Date and in respect of the immediately following Payment Date, are constituted by the aggregate of:

(i) all Interest Collections received by the Issuer during the immediately preceding Quarterly Collection Period (other than any undue amount of interest to be returned by the Issuer to the Originator under the Warranty and Indemnity Agreement);

(ii) all Recoveries (including, for avoidance of doubt, principal and interest components) received by the Issuer in respect of the immediately preceding Quarterly Collection Period;

(iii) all amounts of interest accrued and paid on the Accounts (other than the Expenses Account, the Securities Account and the Swap Collateral Account) during the immediately preceding Quarterly Collection Period (net of any applicable withholding or expenses);

(iv) all amounts on account of interest, premium or other profit received, up to the immediately preceding Eligible Investments Maturity Date, from any Eligible Investments made in accordance with the Cash Allocation, Management and Payments Agreement using funds standing to the credit of the Accounts (other than the Expenses Account, the Securities Account and the Swap Collateral Account);

(v) all amounts to be received by the Issuer under or in relation to any Swap Agreement in respect of such Payment Date (other than any early termination amount or Replacement Swap Premium and any Swap Collateral, Swap Tax Credits Amounts, or any other amount standing to the credit of the Swap Collateral Account; but including, for the avoidance of doubt, any amounts transferred from the Swap Collateral Account to the Payments Account in accordance with the Cash Allocation, Management and Payments Agreement following the termination of the Swap Agreement);

(vi) the Cash Reserve Usage Amount (if any) on the Calculation Date immediately preceding such Payment Date;

(vii) any amount (other than any Cash Reserve Excess Amount) received by the Issuer from any Transaction Party during the immediately preceding Quarterly Collection Period, standing on the credit of any Account (other than the Expenses Account and the Swap Collateral Account) and not already included in any of the other items of the Interest Available Funds;

(viii) any Interest Available Funds that have not been applied on the immediately preceding Payment Date;

(ix) any Principal Available Funds to be allocated in or towards provision of the Interest Available Funds on such Payment Date in accordance with the Pre-Acceleration Principal Priority of Payments and the Transaction Documents;

(x) on the Payment Date on which the Notes will be redeemed in full, any amounts standing to the credit of the Expenses Account.

Principal Available Funds

The Principal Available Funds, on each Calculation Date and in respect of the immediately following Payment Date, are constituted by the aggregate of:

(i) all Principal Collections received by the Issuer during the immediately preceding Quarterly Collection Period (other than any undue amount of principal to be returned by the Issuer to the Originator under the Warranty and Indemnity Agreement);

(ii) the Interest Available Funds, if any, to be credited to the Principal Deficiency Ledger on such Payment Date under items *Ninth*, *Eleventh*, *Thirteenth*, *Fifteenth*, *Seventeenth* and *Nineteenth* of the Pre-Acceleration Interest Priority of Payments on such Payment Date;

(iii) any amount allocated to the credit of the Reinvestment Ledger pursuant to item *Third* of the Pre-Acceleration Principal Priority of Payments on any preceding Payment Date;

(iv) all the proceeds deriving from the sale, if any, of the Master Portfolio or of individual Receivables, in each case in accordance with the provisions of the Transaction Documents;

(v) on each Payment Date during the Revolving Period,

the amounts standing to the credit of the Principal Accumulation Account;

(vi) any amount allocated on such Payment Date under item *Twenty-eighth* of the Pre-Acceleration Interest Priority of Payments;

(vii) any Principal Available Funds that have not been applied on the immediately preceding Payment Date.

Pre-Acceleration Interest Priority of Payments

Prior to the delivery of a Trigger Notice or redemption of the Notes pursuant to Conditions 8.1 (*Final redemption*), 8.3 (*Optional redemption for clean-up or regulatory reasons*) and 8.4 (*Optional redemption for taxation reasons*), the Interest Available Funds shall be applied on each Payment Date in making payments or provisions in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full or retained into the relevant account):

(i) *First*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent the amounts standing to the credit of the Expenses Account have been insufficient to pay such Expenses during the immediately preceding Interest Period);

(ii) *Second*, to credit to the Expenses Account an amount necessary to bring the balance of the Expenses Account up to (but not in excess of) the Retention Amount;

(iii) *Third*, to pay all fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders;

(iv) *Fourth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all fees, costs and expenses of, and all other amounts due and payable to, the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Cash Manager, the Calculation Agent, the Account Bank, the Additional Account Bank, the Stichting Corporate Services Provider and the Paying Agents;

(v) *Fifth*, to credit to the Cash Reserve Account an amount necessary to bring the balance of the Cash Reserve Account up to (but not in excess of) the Cash Reserve

Required Amount;

(vi) *Sixth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Originator: (A) the Other Component of the Purchase Price due and payable in relation to the Receivables comprised in the Initial Portfolio or any Subsequent Portfolio; and (B) the Other Component of the Purchase Price due and payable but which have remained unpaid on previous Payment Dates in relation to the Receivables comprised in the Initial Portfolio or any Subsequent Portfolio, subject to, and in accordance with the Master Receivables Purchase Agreement;

(vii) *Seventh*, to pay, *pari passu* and *pro rata*, all amounts (if any) due and payable to the Swap Counterparty under the Swap Agreement (including termination payments but excluding any Subordinated Swap Amounts);

(viii) *Eighth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class A Notes;

(ix) *Ninth*, to reduce any debit balance of the Class A Principal Deficiency Sub-Ledger, by allocating to the Principal Available Funds an amount equal to the lower of (a) the absolute value of such debit balance of the Class A Principal Deficiency Sub-Ledger and (b) the residual Interest Available Funds (excluding amounts under items (vi) and (ix) of the definition of Interest Available Funds) available after payments of a higher priority have been made in full;

(x) *Tenth*, to the extent that (I) the Class B Notes are the Most Senior Class of Notes or (II) the absolute value of the net balance on the Class B Principal Deficiency Sub-Ledger, as calculated on the Calculation Date related to the immediately preceding Payment Date, is less than 25 per cent. of the Principal Amount Outstanding of the Class B Notes, to pay, *pari passu* and *pro rata*, interest due and payable on the Class B Notes;

(xi) *Eleventh*, to reduce any debit balance of the Class B Principal Deficiency Sub-Ledger, by allocating to the Principal Available Funds an amount equal to the lower of (a) the absolute value of such debit balance of

the Class B Principal Deficiency Sub-Ledger and (b) the residual Interest Available Funds (excluding amounts under items (vi) and (ix) of the definition of Interest Available Funds) available after payments of a higher priority have been made in full;

(xii) *Twelfth*, to the extent that (I) the Class C Notes are the Most Senior Class of Notes or (II) the absolute value of the net balance on the Class C Principal Deficiency Sub-Ledger, as calculated on the Calculation Date related to the immediately preceding Payment Date, is less than 25 per cent. of the Principal Amount Outstanding of the Class C Notes, to pay, *pari passu* and *pro rata*, interest due and payable on the Class C Notes;

(xiii) *Thirteenth*, to reduce any debit balance of the Class C Principal Deficiency Sub-Ledger, by allocating to the Principal Available Funds an amount equal to the lower of (a) the absolute value of such debit balance of the Class C Principal Deficiency Sub-Ledger and (b) the residual Interest Available Funds (excluding amounts under items (vi) and (ix) of the definition of Interest Available Funds) available after payments of a higher priority have been made in full;

(xiv) *Fourteenth*, to the extent that (I) the Class D Notes are the Most Senior Class of Notes or (II) the absolute value of the net balance on the Class D Principal Deficiency Sub-Ledger, as calculated on the Calculation Date related to the immediately preceding Payment Date, is less than 25 per cent. of the Principal Amount Outstanding of the Class D Notes, to pay, *pari passu* and *pro rata*, interest due and payable on the Class D Notes;

(xv) *Fifteenth*, to reduce any debit balance of the Class D Principal Deficiency Sub-Ledger, by allocating to the Principal Available Funds an amount equal to the lower of (a) the absolute value of such debit balance of the Class D Principal Deficiency Sub-Ledger and (b) the residual Interest Available Funds (excluding amounts under items (vi) and (ix) of the definition of Interest Available Funds) available after payments of a higher priority have been made in full;

(xvi) *Sixteenth*, to the extent that (I) the Class E Notes are the

Most Senior Class of Notes or (II) the absolute value of the net balance on the Class E Principal Deficiency Sub-Ledger, as calculated on the Calculation Date related to the immediately preceding Payment Date, is less than 25 per cent. of the Principal Amount Outstanding of the Class E Notes, to pay, *pari passu* and *pro rata*, interest due and payable on the Class E Notes;

(xvii) *Seventeenth*, to reduce any debit balance of the Class E Principal Deficiency Sub-Ledger, by allocating to the Principal Available Funds an amount equal to the lower of (a) the absolute value of such debit balance of the Class E Principal Deficiency Sub-Ledger and (b) the residual Interest Available Funds (excluding amounts under items (vi) and (ix) of the definition of Interest Available Funds) available after payments of a higher priority have been made in full;

(xviii) *Eighteenth*, to the extent that (I) the Class F Notes are the Most Senior Class of Notes or (II) the net balance on the Class F Principal Deficiency Sub-Ledger, as calculated on the Calculation Date related to the immediately preceding Payment Date, is zero, to pay, *pari passu* and *pro rata*, interest due and payable on the Class F Notes;

(xix) *Nineteenth*, to reduce any debit balance of the Class F Principal Deficiency Sub-Ledger, by allocating to the Principal Available Funds an amount equal to the lower of (a) the absolute value of such debit balance of the Class F Principal Deficiency Sub-Ledger and (b) the residual Interest Available Funds (excluding amounts under items (vi) and (ix) of the definition of Interest Available Funds) available after payments of a higher priority have been made in full;

(xx) *Twentieth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class B Notes (to the extent not already paid under item *Tenth* above);

(xxi) *Twenty-first*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class C Notes (to the extent not already paid under item *Twelfth* above);

(xxii) *Twenty-second*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class D Notes (to the extent

not already paid under item *Fourteenth* above);

(xxiii) *Twenty-third*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class E Notes (to the extent not already paid under item *Sixteenth* above);

(xxiv) *Twenty-fourth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class F Notes (to the extent not already paid under item *Eighteenth* above);

(xxv) *Twenty-fifth*, to pay to the Subordinated Loan Provider any amount due and payable on account of interest and proper costs and expenses (if any) due and payable on the Subordinated Loan;

(xxvi) *Twenty-sixth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any indemnities due and payable to the Sole Arranger and the Sole Lead Manager pursuant to the Rated Notes Subscription Agreement;

(xxvii) *Twenty-seventh*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any other amount due and payable by the Issuer under the Transaction Documents, to the extent not already paid under other items of this Pre-Acceleration Interest Priority of Payments or the Pre-Acceleration Principal Priority of Payments;

(xxviii) *Twenty-eighth*, to transfer to the Principal Available Funds any amount paid on the preceding Payment Dates under item *First* of the Pre-Acceleration Principal Priority of Payments and not yet repaid pursuant to this item;

(xxix) *Twenty-ninth*, to pay to the Subordinated Loan Provider principal on the Subordinated Loan in an amount equal to the Subordinated Loan Redemption Amount;

(xxx) *Thirtieth*, to pay, *pari passu* and *pro rata*, any Subordinated Swap Amounts due and payable to the Swap Counterparty;

(xxxi) *Thirty-first*, to pay, *pari passu* and *pro rata*, Variable Return on the Class F Notes.

Pre-Acceleration Principal

Prior to the delivery of a Trigger Notice or redemption of the Notes in accordance with Condition 8.1 (*Final redemption*),

Priority of Payments

Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the Principal Available Funds shall be applied on each Payment Date in making the following payments in the following order of priority (in each case only if and to the extent that payments of a higher priority have been made in full and provided that the calculations of the Class A Notes Redemption Amount, the Class B Notes Redemption Amount, the Class C Notes Redemption Amount, the Class D Notes Redemption Amount and the Class E Notes Redemption Amount (as respectively referred to in items *Fourth*, *Fifth*, *Sixth*, *Seventh* and *Eighth* below) by the Calculation Agent shall take into account whether or not a Sequential Redemption Event has occurred):

(i) *First*, to pay any amount payable under items from *First* to *Fourteenth* under the Pre-Acceleration Interest Priority of Payments, to the extent that the Interest Available Funds (excluding items (vi) and (ix) of the definition of Interest Available Funds) are not sufficient on such Payment Date to make such payments in full;

(ii) *Second*, to pay to the Originator: (A) the Principal Component of the Purchase Price to be paid in relation to each Existing Receivable comprised in the Subsequent Portfolio purchased by the Issuer on the immediately preceding Transfer Date, provided that, in the event the formalities provided for under the Master Receivables Purchase Agreement have not been complied with on such Payment Date, an amount equal to such Principal Component of the Purchase Price will be credited on the Payments Account and paid to the Originator on the Business Day immediately following the compliance of such formalities; (B) the Principal Component of the Purchase Price in relation to the Existing Receivables comprised in Subsequent Portfolio due and payable but which have remained unpaid on previous Payment Dates; (C) the Principal Component of the Purchase Price due and payable in relation to each Future Receivable which has come into existence during the immediately preceding Quarterly Collection Period, subject to, and in accordance with the provisions of the Master Receivables Purchase Agreement; and (D) any Purchase Price Adjustment

pursuant to clause 4.3.3 of the Master Receivables Purchase Agreement;

(iii) *Third*, during the Revolving Period (but excluding the last Payment Date of the Revolving Period), to credit any remaining Principal Available Funds to the Reinvestment Ledger;

(iv) *Fourth*, on the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, to pay, *pari passu* and *pro rata*, the Class A Notes Redemption Amount;

(v) *Fifth*, on the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, to pay, *pari passu* and *pro rata*, the Class B Notes Redemption Amount;

(vi) *Sixth*, on the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, to pay, *pari passu* and *pro rata*, the Class C Notes Redemption Amount;

(vii) *Seventh*, on the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, to pay, *pari passu* and *pro rata*, the Class D Notes Redemption Amount;

(viii) *Eighth*, on the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, to pay, *pari passu* and *pro rata*, the Class E Notes Redemption Amount;

(ix) *Ninth*, on the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, to pay, *pari passu* and *pro rata*, the Class F Notes Redemption Amount (in the case of all Payment Dates other than the Cancellation Date, up to an amount that makes the aggregate Principal Amount Outstanding of all the Class F Notes not lower than Euro 10,000.00);

(x) *Tenth*, on the Payment Date falling after the earlier of (i) the Final Maturity Date, or (ii) the date on which there are no outstanding Receivables to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of principal on the Class F Notes;

(xi) *Eleventh*, to pay, *pari passu* and *pro rata*, any residual amount as Variable Return on the Class F Notes.

Post-Acceleration Priority of Payments

On each Payment Date following the delivery of a Trigger Notice and upon redemption of the Notes pursuant to Conditions 8.1 (*Final redemption*), 8.3 (*Optional redemption for clean-up or regulatory reasons*) and 8.4 (*Optional redemption for taxation reasons*), the Issuer Available Funds shall be applied in making the payments or provisions in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full or retained into the relevant account):

(i) *First*, if the relevant Trigger Event is an Insolvency Event, to pay mandatory expenses relating to such Insolvency Event in accordance with the applicable laws or, if the relevant Trigger Event is not an Insolvency Event, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent the amounts standing to the credit of the Expenses Account have been insufficient to pay such Expenses during the immediately preceding Interest Period);

(ii) *Second*, if the relevant Trigger Event is not an Insolvency Event, to credit to the Expenses Account an amount necessary to bring the balance of the Expenses Account up to (but not exceeding) the Retention Amount;

(iii) *Third*, to pay all fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders;

(iv) *Fourth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all fees, costs and expenses of, and all other amounts due and payable to, the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Cash Manager, the Calculation Agent, the Account Bank, the Additional Account Bank, the Stichting Corporate Services Provider and the Paying Agents;

(v) *Fifth*, to pay to the Originator any Purchase Price Adjustment due pursuant to clause 4.3.3 of the Master Receivables Purchase Agreement;

(vi) *Sixth*, to pay, *pari passu* and *pro rata*, all amounts (if

any) due and payable to the Swap Counterparty under the Swap Agreement (including termination payments but excluding any Subordinated Swap Amounts);

(vii) *Seventh*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class A Notes;

(viii) *Eighth*, to pay, *pari passu* and *pro rata*, the Class A Notes Redemption Amount until the Class A Notes are redeemed in full;

(ix) *Ninth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class B Notes;

(x) *Tenth*, to pay, *pari passu* and *pro rata*, the Class B Notes Redemption Amount until the Class B Notes are redeemed in full;

(xi) *Eleventh*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class C Notes;

(xii) *Twelfth*, to pay, *pari passu* and *pro rata*, the Class C Notes Redemption Amount until the Class C Notes are redeemed in full;

(xiii) *Thirteenth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class D Notes;

(xiv) *Fourteenth*, to pay, *pari passu* and *pro rata*, the Class D Notes Redemption Amount until the Class D Notes are redeemed in full;

(xv) *Fifteenth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class E Notes;

(xvi) *Sixteenth*, to pay, *pari passu* and *pro rata*, the Class E Notes Redemption Amount until the Class E Notes are redeemed in full;

(xvii) *Seventeenth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class F Notes;

(xviii) *Eighteenth*, to pay, *pari passu* and *pro rata*, the Class F Notes Redemption Amount (in the case of all Payment Dates other than the Cancellation Date, up to an amount that makes the aggregate Principal Amount Outstanding of all the Class F Notes not lower than Euro 10,000.00);

(xix) *Nineteenth*, to pay to the Subordinated Loan Provider interest and proper costs and expenses (if any) due and payable on the Subordinated Loan;

(xx) *Twentieth*, to pay to the Subordinated Loan Provider principal on the Subordinated Loan in an amount equal to the Subordinated Loan Redemption Amount until the Subordinated Loan is repaid in full;

(xxi) *Twenty-first*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any indemnities due and payable to the Sole Arranger and the Sole Lead Manager pursuant to the Rated Notes Subscription Agreement;

(xxii) *Twenty-second*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any other amount due and payable by the Issuer under the Transaction Documents, to the extent not already paid under other items of this Post-Acceleration Priority of Payments;

(xxiii) *Twenty-third*, to pay, *pari passu* and *pro rata*, any Subordinated Swap Amounts due and payable to the Swap Counterparty;

(xxiv) *Twenty-fourth*, other than on the Payment Date on which the Class F Notes are redeemed in full or cancelled, to pay, *pari passu* and *pro rata*, the Variable Return on the Class F Notes;

(xxv) *Twenty-fifth*, on the Payment Date on which the Class F Notes are redeemed in full or cancelled, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of Class F Notes.

Sequential Redemption Event

Prior to the delivery of a Trigger Notice or the redemption of the Notes in accordance with Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*) and provided that no Sequential Redemption Event has occurred, in respect of the obligation of the Issuer to repay principal on the Notes, the Notes of each Class (other than the Class F Notes) will rank *pari passu* and *pro rata* without any preference or priority among themselves and with the Notes of all the other Classes.

On the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, prior to

the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the occurrence of any of the following events shall constitute a Sequential Redemption Event:

(i) the absolute value of the balance of the Class E Principal Deficiency Sub-Ledger, after application of the Interest Available Funds in accordance with the Pre-Acceleration Interest Priority of Payments, is higher than zero; or

(ii) the Cumulative Default Ratio is greater than any of the following levels:

(a)	between the Issue Date and the date (included) falling 12 months thereafter:	1.50%
(b)	between the date (excluded) falling 12 months after the Issue Date and the date (included) falling 24 months thereafter:	3.00%
(c)	between the date (excluded) falling 24 months after the Issue Date and the date (included) falling 36 months thereafter:	5.70%
(d)	from the date (excluded) falling 36 months after the Issue Date onwards:	8.00%

(iii) the Clean-up Call Condition has occurred but the Clean-up Call Option has not been exercised by the Originator.

4 TRANSFER OF THE MASTER PORTFOLIO

The Master Portfolio

The principal source of payment of interest and repayment of principal on the Notes will be collections and recoveries made in respect of the Initial Portfolio purchased on 4 September 2023 and the Subsequent Portfolios purchased thereafter, from time to time, by the Issuer in accordance with the provisions of the Master Receivables Purchase

Agreement.

The Initial Portfolio has been assigned and transferred and any Subsequent Portfolio will be assigned and transferred to the Issuer without recourse (*pro soluto*) against the Originator in the case of a failure by any of the Debtors to pay amounts due under the Loan Agreements, in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and article 58 of the Consolidated Banking Act and subject to the terms and conditions of the Master Receivables Purchase Agreement.

The Purchase Price for the Initial Portfolio and each Subsequent Portfolio is equal to the sum of all Individual Purchase Prices of the relevant Receivables. The Purchase Price for the Initial Portfolio will be paid on the Issue Date using part of the net proceeds of the issue of the Notes.

Provided that no Purchase Termination Event has occurred, sales of Subsequent Portfolios may take place during the Revolving Period pursuant to the provisions of the Master Receivables Purchase Agreement. The Principal Component of the Purchase Price for each Subsequent Portfolio and for each Future Receivable which has been come into existence will be funded on the Payment Date immediately following the relevant Transfer Date using the Principal Available Funds available for such purposes in accordance with the Pre-Acceleration Principal Priority of Payments.

According to the Master Receivables Purchase Agreement, the sale of the Future Receivables is conditional upon no Trigger Event having been served to the Issuer. Upon delivery of a Trigger Notice, any sale of Future Receivables which have come into existence but whose Principal Component of the Purchase Price has not been paid yet as of that date is automatically terminated with retroactive effects pursuant to article 1353 of the Italian civil code and the Issuer shall no longer be obliged to pay the Purchase Price thereof and the relevant Future Receivables will be automatically returned to the Originator, as a result.

Conditions for the Purchase of Subsequent Portfolios

During the Revolving Period, Subsequent Portfolios may only be offered or purchased if all of the following conditions are satisfied with respect to the offered Subsequent Portfolio:

(i) following the purchase of the relevant Subsequent Portfolio, on the relevant Cut-Off Date, the Weighted

Average Interest Rate of the Master Portfolio is higher than, or equal to, the Minimum Weighted Average Interest Rate;

(ii) on the relevant Cut-Off Date, the average remaining maturity of the Receivables included in the Master Portfolio (including the Subsequent Portfolio to be purchased), taking into account also the Renegotiations (if any), weighted for the Outstanding Principal Not Yet Due, is not higher than the Maximum Residual Life;

(iii) on the relevant Cut-Off Date, the Master Portfolio's Outstanding Principal Not Yet Due (including the Subsequent Portfolio to be purchased) relating to Debtors that pay via direct debit (including for avoidance of doubt debtors that pay via SDD) on an account with UniCredit S.p.A. is higher than the Direct Debit Loans' Minimum Amount;

(iv) on the relevant Cut-Off Date, the Master Portfolio's Outstanding Principal Not Yet Due (including the Subsequent Portfolio to be purchased) relating to the Other Loans is higher than or equal to the Other Loans Minimum Amount;

(v) on the relevant Cut-Off Date, the Set Off Exposure is not higher than the Maximum Set Off Exposure Amount;

(vi) on the relevant Cut-Off Date, the Master Portfolio's Outstanding Principal Not Yet Due (including the Subsequent Portfolio to be purchased) relating to the Consolidation Loans is not higher than the Consolidation Loans Maximum Amount.

Purchase Termination Notice If any of the following Purchase Termination Events occurs during the Revolving Period:

(i) *Breach of obligations by the Originator*

the Originator defaults in the performance or observance of any of its obligations under or in respect of any of the Transaction Documents to which it is a party, provided that, in the reasonable opinion of the Representative of the Noteholders, (A) such default is materially prejudicial to the interest of the Noteholders and (B) (except where such default is not

capable of remedy, in which case no notice requiring remedy will be required) such default remains unremedied for 30 (thirty) days after the Representative of the Noteholders has given written notice thereof to the Originator, with a copy to the Issuer, requiring the same to be remedied; or

(ii) *Insolvency of the Originator or the Servicer*

(A) the Bank of Italy has filed with the Ministry of Economy and Finance an application for the commencement of a judicial liquidation proceeding against the Originator or the Servicer, or an application for the declaration of insolvency of the Originator or the Servicer has been filed (unless such application is manifestly groundless and it is contested in good faith by the Originator or the Servicer), or the Originator or the Servicer has become subject to the procedure under article 74 of the Consolidated Banking Act, or a resolution for the admission to such procedure has been resolved upon by the Originator or the Servicer, or a resolution for the admission to judicial liquidation proceedings has been resolved upon by the Originator or the Servicer; or

(B) the Originator or the Servicer takes any action for a restructuring or deferment of fulfilment of any of its obligations relating to financial indebtedness or makes any out of court settlements with its creditors (to the extent such out of court settlements may be materially prejudicial to the interests of the Noteholders) for the extension of fulfilment of its obligations relating to financial indebtedness or the enforcement of any guarantee given to guarantee such fulfilment; or

(iii) *Winding up of the Originator*

an order is made or an effective resolution is passed for the winding up, liquidation or dissolution in any

form of the Originator; or

(iv) *Termination of Servicer's appointment*

the Issuer has terminated the appointment of UniCredit S.p.A. as Servicer following the occurrence of an event other than those listed above in accordance with the provisions of the Servicing Agreement and a new servicer is not appointed within 30 Business Days; or

(v) *Breach of representations and warranties by the Originator*

any of the representations and warranties given by the Originator under any of the Transaction Documents to which it is party is or proves to have been incorrect or misleading in any material respect when made or repeated and such breach, to the extent is, in the reasonable opinion of the Representative of the Noteholders, prejudicial to the interest of the Noteholders, if capable of remedy is not remedied in accordance with the provisions of the Warranty and Indemnity Agreement; or

(vi) *Principal Deficiency Ledger*

the absolute value of the balance of the Class E Principal Deficiency Sub-Ledger, after application of the Interest Available Funds in accordance with the Pre-Acceleration Interest Priority of Payments, is higher than zero; or

(vii) *Arrears Ratio*

the Arrears Ratio calculated by reference to the immediately preceding Quarterly Collection Period is higher than the Master Portfolio's Arrears Ratio for the Consecutive Payment Dates; or

(viii) *Breach of Cumulative Default Ratio*

the Cumulative Default Ratio, as resulting from the Quarterly Servicer's Report immediately preceding the relevant Offer Date, has exceeded the Cumulative Default Trigger Level; or

(ix) *Amount of Principal Available Funds credited to the Reinvestment Ledger*

the amount of Principal Available Funds credited to

the Reinvestment Ledger in accordance with item *Third* of the Pre-Acceleration Principal Priority of Payments on the immediately preceding Payment Date, is higher than the Maximum Balance of the Principal Accumulation Account; or

(x) *Failure to offer for sale Subsequent Portfolios*

the Originator fails to offer for sale Subsequent Portfolios to the Issuer for 2 consecutive Offer Dates; or

(xi) *Cash Reserve*

on any Payment Date during the Revolving Period, there are insufficient Interest Available Funds in order to fund the Cash Reserve up to the Cash Reserve Required Amount in accordance with the Pre-Acceleration Interest Priority of Payments,

then the Representative of the Noteholders:

(1) in the case of a Purchase Termination Event under paragraphs (ii), (iii), (iv), (vi), (vii), (viii), (ix), (x) and (xi) above shall; and

(2) in the case of the other Purchase Termination Events, may in its discretion, or, shall if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding,

deliver a Purchase Termination Notice to the Issuer, the Calculation Agent, the Rating Agencies and the Originator. After the service of a Purchase Termination Notice from the Representative of the Noteholders, the Issuer shall refrain from purchasing any Subsequent Portfolio under the Master Receivables Purchase Agreement.

See for further details the sections headed "*The Master Portfolio*" and "*Description of the Transaction Documents - The Master Receivables Purchase Agreement*".

Servicing of the Master Portfolio

On 4 September 2023, the Servicer and the Issuer entered into the Servicing Agreement, pursuant to which the Servicer has agreed to collect the Receivables and to administer and service the Master Portfolio on behalf of the Issuer in compliance with the Securitisation Law.

The Servicer has undertaken to prepare and submit to the

Issuer, on a quarterly basis, reports in the form set out in the Servicing Agreement. In particular, the Servicer shall prepare a Quarterly Servicer's Report, containing information relating to the Collections made in respect of the Master Portfolio during the relevant Quarterly Collection Period, including, without limitation, a description of the Master Portfolio, information relating to any Defaulted Receivables and the Collections during the preceding Quarterly Collection Period.

See for further details the section headed: "*Description of the Transaction Documents - The Servicing Agreement*".

Warranties and indemnities

In the Warranty and Indemnity Agreement, the Originator has made certain representations and warranties to the Issuer in relation to, *inter alia*, the Receivables and has agreed to indemnify the Issuer in respect of certain liabilities incurred by the Issuer as a result of the breach of such representations and warranties.

See for further details the section headed: "*Description of the Transaction Documents - The Warranty and Indemnity Agreement*".

5 CREDIT STRUCTURE

Intercreditor Agreement

Under the terms of the Intercreditor Agreement, the Representative of the Noteholders shall be entitled, *inter alia*, following the service of a Trigger Notice and until the Notes have been repaid in full or cancelled in accordance with the Conditions, to pay or cause to be paid on behalf of the Issuer and using the Issuer Available Funds all sums due and payable by the Issuer to the Noteholders, the Other Issuer Creditors and any third party creditors in respect of costs and expenses incurred by the Issuer in the context of the Securitisation in accordance with the terms of the Post-Acceleration Priority of Payments.

See for further details the section headed: "*Description of the Transaction Documents - The Intercreditor Agreement*".

Cash Allocation, Management and Payments Agreement

Under the terms of the Cash Allocation, Management and Payments Agreement, the Servicer, the Account Bank, the Additional Account Bank, the Calculation Agent, the Corporate Servicer, the Principal Paying Agent and the Cash Manager have agreed to provide the Issuer with certain calculation, notification and reporting services together with account handling services in relation to moneys from time to

time standing to the credit of the Accounts and with certain agency services.

The Calculation Agent has agreed to prepare (i) on or prior to each Calculation Date, the Payments Report containing, *inter alia*, details of amounts to be paid by the Issuer on the Payment Date following such Calculation Date in accordance with the applicable Priority of Payments, and (ii) not later than 8 Business Days following each Payment Date, the Investor Report. Furthermore, the Calculation Agent has agreed to prepare the SR Investor Report setting out certain information referred to in point (e), items (i), (ii) and (iii), of the first subparagraph of article 7(1). On each Payment Date, the Principal Paying Agent shall apply amounts transferred to it out of the Payments Account in making payments to the Noteholders in accordance with the applicable Priority of Payments, as set out in the Payments Report.

See for further details the section headed: "*Description of the Transaction Documents - The Cash Allocation, Management and Payments Agreement*".

Subordinated Loan Agreement

Under the terms of the Subordinated Loan Agreement, the Subordinated Loan Provider has agreed to make available to the Issuer the Subordinated Loan for an amount of Euro 12,300,000.00 for the purpose of establishing on the Issue Date the Cash Reserve in an amount equal to the Initial Cash Reserve Amount and funding the Retention Amount.

The Subordinated Loan will be repaid by the Issuer in accordance with the Subordinated Loan Agreement and the applicable Priority of Payments.

The Subordinated Loan Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Italian law.

See for further details the section headed: "*Description of the Transaction Documents - The Subordinated Loan Agreement*".

Cash Reserve

On the Issue Date, a portion of the sums drawn down under the Subordinated Loan Agreement will be applied by the Issuer to fund the Cash Reserve up to an amount equal to the Initial Cash Reserve Amount.

The Cash Reserve Usage Amount will be used on each Payment Date, together with the Interest Available Funds, for making certain payments under the Pre-Acceleration

Interest Priority of Payments, to the extent that the Interest Available Funds (excluding the Cash Reserve Usage Amount but including the amount available under item *First* of the Pre-Acceleration Principal Priority of Payments on such Payment Date) are not sufficient to make such payments in full on such Payment Date.

On any Payment Date, any Cash Reserve Excess Amount available, as calculated on the immediately preceding Calculation Date, will not form part of the Issuer Available Funds and will be applied by the Issuer to pay Variable Return on the Class F Notes in accordance with the Conditions.

On any Payment Date, in accordance with the Pre-Acceleration Interest Priority of Payments, prior to the delivery of a Trigger Notice and if the Cash Reserve has been used, the Cash Reserve Account will be replenished, to the extent there are Issuer Available Funds applicable for such purpose, up to the Cash Reserve Required Amount.

On or prior to each Calculation Date up to (but excluding) the Calculation Date falling immediately prior to the earlier of (i) the Payment Date following the delivery of a Trigger Notice, and (ii) the Payment Date on which the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be redeemed in full or cancelled, the Calculation Agent will determine whether the Interest Available Funds (excluding the Cash Reserve Usage Amount but including the amount available under item *First* of the Pre-Acceleration Principal Priority of Payments on such Payment Date) will be sufficient to pay the amounts due under items from *First* to *Fourteenth* of the Pre-Acceleration Interest Priority of Payments. If the Calculation Agent determines that there is a deficiency in the amount of Interest Available Funds available to pay the amounts due under items from *First* to *Fourteenth* of the Pre-Acceleration Interest Priority of Payments (the amount of the deficit being the "**Interest Deficiency**"), then the Issuer shall pay or provide for that Interest Deficiency by applying, to the extent the amount of Principal Available Funds available for application pursuant to item *First* of the Pre-Acceleration Principal Priority of Payments is insufficient to cure such Interest Deficiency, the amounts standing to the credit of the Cash Reserve Account to pay the amounts due under items from *First* to *Fourteenth* of the Pre-Acceleration Interest Priority of Payments.

Principal Deficiency Ledger

The Issuer has established and will maintain with the Calculation Agent one principal deficiency ledger (the "**Principal Deficiency Ledger**") comprising of 6 principal deficiency sub-ledgers, one in respect of each Class of Notes and namely: (i) a principal deficiency sub-ledger in respect of the Class A Notes (the "**Class A Principal Deficiency Sub-Ledger**"); (ii) a principal deficiency sub-ledger in respect of the Class B Notes (the "**Class B Principal Deficiency Sub-Ledger**"); (iii) a principal deficiency sub-ledger in respect of the Class C Notes (the "**Class C Principal Deficiency Sub- Ledger**"); (iv) a principal deficiency sub-ledger in respect of the Class D Notes (the "**Class D Principal Deficiency Sub-Ledger**"); (v) a principal deficiency sub-ledger in respect of the Class E Notes (the "**Class E Principal Deficiency Sub-Ledger**"); and (vi) a principal deficiency sub-ledger in respect of the Class F Notes (the "**Class F Principal Deficiency Sub-Ledger**").

The Calculation Agent shall record amounts as appropriate on the Principal Deficiency Ledger, by:

(i) crediting the Class A Principal Deficiency Sub-Ledger by an amount equal to the amounts allocated under item *Ninth* of the Pre-Acceleration Interest Priority of Payments on such Payment Date;

(ii) crediting the Class B Principal Deficiency Sub-Ledger by an amount equal to the amounts allocated under item *Eleventh* of the Pre-Acceleration Interest Priority of Payments on such Payment Date;

(iii) crediting the Class C Principal Deficiency Sub-Ledger by an amount equal to the amounts allocated under item *Thirteenth* of the Pre-Acceleration Interest Priority of Payments on such Payment Date;

(iv) crediting the Class D Principal Deficiency Sub-Ledger by an amount equal to the amounts allocated under item *Fifteenth* of the Pre-Acceleration Interest Priority of Payments on such Payment Date;

(v) crediting the Class E Principal Deficiency Sub-Ledger by an amount equal to the amounts allocated under item *Seventeenth* of the Pre-Acceleration Interest Priority of Payments on such Payment Date;

(vi) crediting the Class F Principal Deficiency Sub-Ledger by an amount equal to the amounts allocated under

item *Nineteenth* of the Pre-Acceleration Interest Priority of Payments on such Payment Date; and

(vii) debiting the Principal Deficiency Ledger by an amount equal to the Outstanding Principal of the Receivables which have been classified as Defaulted Receivables during the immediately preceding Quarterly Collection Period, in the following order:

(A) *First*, to the Class F Principal Deficiency Sub-Ledger up to a maximum of the Principal Amount Outstanding of the Class F Notes;

(B) *Second*, to the Class E Principal Deficiency Sub-Ledger up to a maximum of the Principal Amount Outstanding of the Class E Notes;

(C) *Third*, to the Class D Principal Deficiency Sub-Ledger up to a maximum of the Principal Amount Outstanding of the Class D Notes;

(D) *Fourth*, to the Class C Principal Deficiency Sub-Ledger up to a maximum of the Principal Amount Outstanding of the Class C Notes;

(E) *Fifth*, to the Class B Principal Deficiency Sub-Ledger up to a maximum of the Principal Amount Outstanding of the Class B Notes; and

(F) *Sixth*, to the Class A Principal Deficiency Sub-Ledger up to a maximum of the Principal Amount Outstanding of the Class A Notes.

Reinvestment Ledger

The Issuer has established and will maintain with the Additional Account Bank a reinvestment ledger, which will be calculated by the Calculation Agent (the "**Reinvestment Ledger**"). During the Revolving Period up to (but excluding) the last Payment Date of the Revolving Period, Principal Available Funds will be credited to the Reinvestment Ledger in accordance with the Pre-Acceleration Principal Priority of Payments. Any such amounts credited to the Reinvestment Ledger will then be allocated towards payment of the Principal Component of the Purchase Price for Subsequent

Portfolios purchased and for Future Receivables which have come into existence during the Revolving Period in accordance with the Pre-Acceleration Principal Priority of Payments.

Mandate Agreement Under the terms of the Mandate Agreement, the Representative of the Noteholders will be authorised, subject to a Trigger Notice being served upon the Issuer following the occurrence of a Trigger Event or upon failure by the Issuer to exercise its rights under the Transaction Documents (but only in relation to the powers and authority needed by the Representative of the Noteholders to enforce the rights entitlements or remedies, to exercise the discretion, authorities or powers, to give the direction or make the determination in respect of which the failure has occurred), to exercise, in the name and on behalf of the Issuer, all the Issuer's non-monetary rights arising out of certain Transaction Documents to which the Issuer is a party.

Corporate Services Agreement Under the terms of the Corporate Services Agreement, the Corporate Servicer has agreed to provide certain corporate administrative services to the Issuer.

Swap Agreement On 11 September 2023 the Issuer has entered into the an interest rate swap agreement with the Swap Counterparty (intended to be effective as from the Issue Date), pursuant to which the Swap Counterparty will hedge certain risks arising as a result of the interest rate mismatch between the fixed rate of interest received by the Issuer in respect of the Receivables and the floating rate of interest payable by the Issuer under the Rated Notes (the "**Swap Transaction**"). The Swap Agreement comprises a 1992 ISDA Master Agreement and Schedule thereto, a 1995 ISDA Credit Support Annex thereto and the Swap Transaction.

Security Assignment Under the terms of the Security Assignment, the Issuer, *inter alia*, has assigned absolutely with full title guarantee to the Representative of the Noteholders (acting as security trustee) on behalf of the Noteholders and the Other Issuer Creditors, all of its present and future rights, title, interest and benefit in, to and under the Swap Agreement (subject to the netting and set-off provisions therein) and all payments due to it thereunder.

6 THE TRANSACTION ACCOUNTS

Interim Collection Account Pursuant to the Servicing Agreement, the Servicer shall

credit to the Interim Collection Account established in the name of the Issuer with the Account Bank all the amounts received or recovered in respect of the Master Portfolio.

Collection Account

Pursuant to the Cash Allocation, Management and Payments Agreement, the Account Bank shall credit to the Collection Account established in the name of the Issuer with the Additional Account Bank, on a daily basis, any amount standing to the credit of the Interim Collection Account.

The Collection Account, initially opened with the Additional Account Bank, shall be at all times held with an Eligible Institution.

Payments Account

All amounts payable by the Issuer on each Payment Date will, 2 Business Days prior to such Payment Date, be paid by the Additional Account Bank into the Payments Account established in the name of the Issuer with the Principal Paying Agent.

The Payments Account, initially opened with the Principal Paying Agent, shall be at all times held with an Eligible Institution.

Cash Reserve Account

The Issuer has established with the Additional Account Bank the Cash Reserve Account in order to deposit: (i) on the Issue Date, the Initial Cash Reserve Amount; and (ii) on each Payment Date, in accordance with the Pre-Acceleration Interest Priority of Payments and subject to the availability of sufficient Interest Available Funds, the amount necessary to replenish the Cash Reserve as to bring the balance of the Cash Reserve Account up to, but not in excess of, the Cash Reserve Required Amount.

The Cash Reserve Account, initially opened with the Additional Account Bank, shall be at all times held with an Eligible Institution.

The Cash Reserve Account shall be closed once the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes are repaid in full or otherwise cancelled in accordance with the Conditions.

Securities Account

The Issuer has established with the Additional Account Bank the Securities Account in which shall be deposited or recorded any Eligible Investments represented by securities.

The Securities Account, initially opened with the Additional Account Bank, shall be at all times held with an Eligible Institution.

General Account

The Issuer has established with the Additional Account Bank the General Account in order to deposit any amounts received under any Transaction Document and not allocated to any other Account, such as the proceeds deriving from the sale, if any, of the Master Portfolio or individual Receivables in accordance with the provisions of the Master Receivables Purchase Agreement and any amount paid by the Originator in accordance with the provisions of the Warranty and Indemnity Agreement.

The General Account, initially opened with the Additional Account Bank, shall be at all times held with an Eligible Institution.

Expenses Account

The Issuer has established the Expenses Account with the Account Bank, into which, on the Issue Date, and, if necessary, on every Payment Date, a pre-determined amount will be credited up to the Retention Amount which will be used by the Issuer to pay any Expenses.

Principal Accumulation Account

Pursuant to the Cash Allocation, Management and Payments Agreement, on any Payment Date during the Revolving Period (but excluding the last Payment Date of the Revolving Period), any amounts allocated to the Reinvestment Ledger on such Payment Date shall be credited on the Principal Accumulation Account established in the name of the Issuer with the Additional Account Bank, as described in the Pre-Acceleration Principal Priority of Payments.

The Principal Accumulation Account, initially opened with the Additional Account Bank, shall be at all times held with an Eligible Institution.

The Principal Accumulation Account shall be closed on the last Payment Date of the Revolving Period and amounts previously credited to the Principal Accumulation Account and remaining after the payment under items *First* and *Second* of the Principal Priority of Payment shall be considered as Principal Available Funds on such last Payment Date of the Revolving Period and applied in accordance with the applicable Priority of Payments.

Quota Capital Account	The Issuer has established the Quota Capital Account with Banca Finanziaria Internazionale S.p.A. for the deposit of its paid quota capital.
Swap Collateral Account	The Issuer has established with the Account Bank the Swap Collateral Account, into which any Swap Collateral consisting of cash will be credited. The Issuer may from time to time open additional cash and/or securities accounts for the purposes of depositing other forms of collateral which may be posted by the Swap Counterparty under the Swap Agreement. The Swap Collateral Account will be maintained with the Account Bank for as long as the Account Bank is an Eligible Institution.

REGULATORY DISCLOSURE AND RETENTION UNDERTAKING

Prospective Noteholders are required to independently assess and determine the sufficiency of the information described below and in this Prospectus generally for the purposes of complying with the provisions of article 6 of the EU Securitisation Regulation on risk retention and with the provisions of articles 7 and 22 of the EU Securitisation Regulation on transparency requirements.

Prospective investors should note that there can be no assurance that the information described below or in this Prospectus or to be made available to investors in accordance with article 7 of the EU Securitisation Regulation will be adequate for any prospective institutional investors to comply with their due diligence obligations under the EU Securitisation Regulation. None of the Issuer, the Originator, the Servicer, the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager or any other Transaction Party makes any representation that the information described below or in this Prospectus is sufficient in all circumstances for such purposes.

For further information on the requirements referred to above and the corresponding risks, please refer to the risk factors entitled "Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes" *and* "Non-compliance with the EU Securitisation Regulation may have an adverse impact on the regulatory treatment of the Notes and/or decrease liquidity of the Notes".

Retention statement

The Originator will retain a material net economic interest of at least 5% in the Securitisation for the purpose of article 6 of the EU Securitisation Regulation (and the applicable Regulatory Technical Standards).

For such purposes, under the Intercreditor Agreement the Originator has undertaken that it will:

(i) retain at the Issue Date, and maintain on an on-going basis for as long as the Notes of any Class are outstanding, a material net economic interest of not less than five per cent. in the Securitisation through the holding of randomly selected exposures, equivalent to not less than 5% of the nominal value of the receivables which would otherwise have been securitised in the Securitisation, in accordance with option (c) of article 6(3) of the EU Securitisation Regulation (and the applicable Regulatory Technical Standards);

(ii) not change the manner in which the net economic interest is held, unless expressly permitted by article 6(3) of the EU Securitisation Regulation, the Commission Delegated Regulation (EU) number 625/2014 and any applicable Regulatory Technical Standards; and

(iii) procure that any change to the manner in which such retained interest is held in accordance with paragraph (ii) above will be notified to the Calculation Agent to be disclosed in the SR Investor Report.

For so long as the Notes are outstanding it shall also comply with the disclosure duties specified in article 7, paragraph 1, letter (e), sub-paragraph (iii) of the EU Securitisation Regulation and in the applicable Regulatory Technical Standards. For such purpose, the Originator has undertaken to make available to the Noteholders and any prospective investors in the Notes, through the Quarterly Servicer's Report, the information required by article 7, paragraph 1, letter (e), sub-paragraph (iii) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards (including, in

particular, the information regarding the net economic interest from time to time held by the Originator in the Securitisation) and has authorised the Calculation Agent to reproduce in the SR Investor Report the above-mentioned information contained in the Quarterly Servicer's Report. It is understood that the SR Investor Report shall be deemed to have been produced on behalf of the Originator, under the Originator's full responsibility, with reference to the above-mentioned information.

In addition, the Originator has undertaken that the material net economic interest held by it shall not be subject to any credit-risk mitigation or hedging, in accordance with article 6(1) of the EU Securitisation Regulation (and the applicable Regulatory Technical Standards).

Please refer to the section entitled "*Risk Factors*" for information on the implications of the U.S. Risk Retention Rules.

Investors to assess compliance

Each prospective investor is required to independently assess and determine the sufficiency of the information described above for the purposes of complying with article 5 of the EU Securitisation Regulation and none of the Issuer, UniCredit S.p.A. (in its capacity as Originator and Servicer), the Sole Arranger, the Sole Bookrunner nor the Sole Lead Manager or any other Transaction Party makes any representation that the information described above is sufficient in all circumstances for such purposes.

Investors who are uncertain as to the requirements which apply to them in respect of their relevant jurisdiction, should seek guidance from their regulator.

Disclosure obligations

Under the Intercreditor Agreement, the Issuer has agreed to act as reporting entity, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation.

The Issuer, in its capacity as Reporting Entity, has expressly accepted to act as such in the context of the Securitisation and confirmed that the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation have been fulfilled before pricing and/or will be fulfilled after the Issue Date, as applicable, by making available the relevant information through the Securitisation Repository.

The Originator, in accordance with article 22(1) of the EU Securitisation Regulation, has confirmed to the parties that it has made available before pricing through the Securitisation Repository (i) data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity and such data cover a period of at least 5 years pursuant to article 22(1) of the EU Securitisation Regulation and the STS Guidelines for Non-ABCP Securitisations, (ii) a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator and the Noteholders, other third parties and the Issuer pursuant to article 22(3) of the EU Securitisation Regulation and the STS Guidelines for Non-ABCP Securitisations, and (iii) the underwriting standards in accordance to which the Receivables were originated pursuant to article 20(10) of the EU Securitisation Regulation.

The Originator, in such capacity and in accordance with article 22(3) of the EU Securitisation Regulation, has made available before pricing to potential investors in the Notes, and has undertaken to make

available to the Noteholders on an ongoing basis (and upon request, to potential investors in the Notes), through the Securitisation Repository, a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the Noteholders, other third parties and the Issuer.

Under the Servicing Agreement, the Servicer shall prepare the loan by loan report (the "**Loan by Loan Report**") and deliver it to the Reporting Entity in a timely manner and, in any event, by no later than 30 calendar days following each Payment Date, in order for the Reporting Entity to make available the Loan by Loan Report (simultaneously with the SR Investor Report and the Inside Information and Significant Event Report) to the Noteholders, the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors in the Notes.

In addition under the Servicing Agreement, the Servicer, or its delegates, shall also provide the Representative of the Noteholders and the Reporting Entity with a report setting out the information under letters (f) and (g) of article 7, paragraph 1 of the EU Securitisation Regulation respectively (including, *inter alia*, any change in the Priorities of Payments and any material change occurred after the Issue Date in the loan disbursement policies from time to time applicable in respect of the Receivables to be included in any Subsequent Portfolio) (the "**Inside Information and Significant Event Report**") and deliver the final Inside Information and Significant Event Report to the Reporting Entity, in a timely manner in order for the Reporting Entity to make it available without undue delay following the occurrence of the relevant event triggering the delivery of such report and also by no later than one month after each Payment Date (simultaneously with the Loan by Loan Report and the SR Investor Report), in accordance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards, through the Securitisation Repository.

With reference to the Investor Report, under the Cash Allocation, Management and Payments Agreement, the Calculation Agent shall prepare and deliver, via e-mail, the Investor Report referring to the immediately preceding Quarterly Collection Period and Interest Period to the Issuer, the Representative of the Noteholders, the Servicer, the Corporate Servicer, the Principal Paying Agent, the Account Bank, the Additional Account Bank, the Back-Up Servicer Facilitator, the Sole Lead Manager and the Rating Agencies. Further, the Calculation Agent is hereby authorised to publish each Investor Report on its website, currently being: www.securitisation-services.com.

Subject to receipt of all the relevant necessary information, the Calculation Agent shall prepare the SR Investor Report (which shall include, *inter alia*, all the required information in accordance with the provisions of article 7(1), letter (e), of the EU Securitisation Regulation) shall be delivered to the Reporting Entity in a timely manner, in any event, by no later than one month following each Payment Date, in order for the Reporting Entity to make available the SR Investor Report to the Noteholders, to the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors in the Notes. The Calculation Agent or the Issuer shall not be liable for any omission or delay in making available such Investor Report and/or SR Investor Report, as the case may be, which is due to electronic or technical inconveniences relating to, or connected with, the internet network or the relevant website or which is not due to wilful default (*dolo*) or gross negligence (*colpa grave*) of the Calculation Agent.

COMPLIANCE WITH EU STS REQUIREMENTS

Pursuant to article 18 of the EU Securitisation Regulation, a number of requirements must be met if the originator and the SSPE (as defined in the EU Securitisation Regulation) wish to use the designation "STS" or "simple, transparent and standardised" for securitisation transactions initiated by them.

The Securitisation is intended to qualify as a simple, transparent and standardised (STS) securitisation within the meaning of article 18 of the EU Securitisation Regulation. Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of articles 19 to 22 of the EU Securitisation Regulation (the "**EU STS Requirements**") and will be notified by the Originator to be included in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation (the "**STS Notification**"). Pursuant to article 27(2) of the EU Securitisation Regulation, the STS Notification includes an explanation by the Originator of how each of the STS criteria set out in articles 19 to 22 of the EU Securitisation Regulation has been complied with in the Securitisation. The STS Notification will be available for download on the ESMA website (being, as at the date of this Prospectus, https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation) (the "**ESMA STS Register**").

The Originator has used the service of Prime Collateralised Securities (PCS) EU SAS (PCS), as a third party verifying STS compliance authorised under article 28 of the EU Securitisation Regulation, in connection with an assessment of the compliance of the Notes with the EU STS Requirements (the "**STS Verification**") and to prepare an assessment of compliance of the Notes with the relevant provisions of article 243 of the CRR (the "**CRR Assessment**" and, together with the STS Verification, the "**STS Assessments**"). It is expected that the STS Assessments prepared by PCS will be available on the PCS website (being, as at the date of this Prospectus, https://www.pcsmarket.org/transactions) together with a detailed explanation of its scope at https://www.pcsmarket.org/disclaimer. No assurance can be provided that the Securitisation does or continues to qualify as an STS-securitisation under the EU Securitisation Regulation as at the date of this Prospectus or at any point in time in the future. The STS status of a transaction is not static and investors should verify the current status of the Securitisation on the ESMA STS Register. None of the Issuer, UniCredit S.p.A. (in any capacity), the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager, the Representative of the Noteholders or any other Transaction Party makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation as at the date of this Prospectus nor at any point in time in the future.

Without prejudice to the above, prospective investors in the Notes should be aware that, on the basis of the information available with respect to the EU Securitisation Regulation and related regulations and interpretations, and subject to any changes made therein after the date of this Prospectus:

(a) for the purpose of compliance with article 20, paragraph 1, of the EU Securitisation Regulation, pursuant to the Master Receivables Purchase Agreement, the Originator (i) has assigned and transferred without recourse (*pro soluto*) to the Issuer, which has purchased, in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law, all of its right, title and interest in and to the Initial Portfolio, and (ii) may assign and transfer without recourse (*pro soluto*) to the Issuer, which shall purchase, in accordance with the combined provisions of article 1 and 4 of the Securitisation Law, all of its right, title and interest in and to each Subsequent Portfolio. The transfer of the Receivables included in the Initial Portfolio has been rendered enforceable

against any third party creditors of the Originator (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette no. 108 Part II of 14 September 2023, and (ii) the registration of the transfer in the companies' register of Verona on 18 September 2023. The true sale nature of the transfer of the Receivables and the validity and enforceability of the same is covered by the legal opinion issued by the legal counsel to the Sole Arranger and the Sole Lead Manager;

(b) for the purpose of compliance with article 20, paragraphs 2 and 3, of the EU Securitisation Regulation, the Originator would be subject to Italian Insolvency Code that do not contain severe claw back provisions. Indeed, under the Subscription Agreements, the Originator has represented that it is a bank duly incorporated under the laws of the Republic of Italy as a *società per azioni* and registered in the register of banks held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act and is a credit institution engaging in the activities specified in article 10 of the Consolidated Banking Act with its "home member state" (*Stato d'origine*) (as that term is defined in article 93-*bis*, paragraph f), of the Consolidated Banking Act) in the Republic of Italy;

(c) with respect to article 20, paragraph 4, of the EU Securitisation Regulation, the Receivables arise from Loan Agreements directly entered into by UniCredit S.p.A. as lender (for further details, see the section headed "*The Master Portfolio - The Criteria*"); therefore, the requirements of article 20, paragraph 4, of the EU Securitisation Regulation are not applicable;

(d) with respect to article 20, paragraph 5, of the EU Securitisation Regulation, the transfer of the Receivables included in the Initial Portfolio has been rendered enforceable against any third party creditors of the Originator; therefore, the requirements of article 20, paragraph 5, of the EU Securitisation Regulation are not applicable;

(e) for the purpose of compliance with article 20, paragraph 6, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement the Originator has represented and warranted that, as of the relevant Valuation Date or Arising Date, each Receivable included in the Initial Portfolio is, and each Receivable included in each Subsequent Portfolio will be (i) fully and unconditionally owned by, and available to, the Originator, (ii) not subject to any lien (*pignoramento*), seizure (*sequestro*) or other charges in favour of any third party, (iii) freely transferable to the Issuer, and (iv) not in a condition that can be foreseen to adversely affect the enforceability of the transfer of such Receivable under the Master Receivables Purchase Agreement (for further details, see the sections headed "*The Master Portfolio*" and "*Description of certain Transaction Documents - The Warranty and Indemnity Agreement*");

(f) for the purpose of compliance with article 20, paragraph 7, the disposal of Receivables is permitted only in the following circumstances: (A) from the Originator to the Issuer, in the context of the transfer of Subsequent Portfolios during the Revolving Period, (B) from the Issuer to the Originator, in the context of the repurchase of individual Receivables in case of exercise of the Individual Receivables Call Option which may be exercised in extraordinary circumstances (provided that (i) the aggregate amount of the Outstanding Principal of the Receivables repurchased pursuant to clause 15.4 of the Master Receivables Purchase Agreement does not exceed an amount equal to 5% of the then Outstanding Principal of the Initial Portfolio as at the relevant Valuation Date, and (ii) the repurchase will not be made for speculative purposes aiming

to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit), (C) from the Issuer (or the Representative of the Noteholders on its behalf) to third parties in the context of the disposal of the Master Portfolio following the delivery of a Trigger Event, a Tax Event, a Clean-up Call Condition or a Regulatory Event (provided that in each case the Originator shall have respectively a call option right in accordance with the provisions of the Master Receivables Purchase Agreement or the Intercreditor Agreement, as the case may be), and (D) from the Issuer (or the Servicer on its behalf) to third parties in the context of the sale of individual Defaulted Receivables pursuant to the terms of the Servicing Agreement. Therefore, none of the Transaction Documents provides for (i) a portfolio management which makes the performance of the Securitisation dependent both on the performance of the Receivables and on the performance of the portfolio management of the Securitisation, thereby preventing any investor in the Notes from modelling the credit risk of the Receivables without considering the portfolio management strategy of the Servicer; or (ii) a portfolio management which is performed for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit. In addition, the exposures that may be transferred to the Issuer after the Issue Date shall meet the Common Criteria applied to the initial underlying exposures included in the Initial Portfolio and certain Specific Criteria for the Subsequent Portfolios. Therefore, no active portfolio management within the meaning of article 20(7) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria is allowed (for further details, see the sections headed "*Description of certain Transaction Documents - The Master Receivables Purchase Agreement*", "*Description of certain Transaction Documents - The Servicing Agreement*", "*Description of certain Transaction Documents - The Intercreditor Agreement*" and "*The Master Portfolio - Criteria*");

(g) for the purpose of compliance with article 20, paragraph 8, of the EU Securitisation Regulation, pursuant to the Warranty and Indemnity Agreement the Originator has represented and warranted that, as to the relevant Valuation Date (as to the Existing Receivables), the relevant Transfer Date, the relevant Arising Date (as to the Future Receivables), the Receivables are homogeneous in terms of asset type taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit-risk and prepayment characteristics, given that: (a) all Receivables have been or will be, as the case may be, originated by UniCredit S.p.A. based on similar loan disbursement policies which apply similar approaches to the assessment of credit risk associated with the underlying exposures; (b) all Receivables have been or will be, as the case may be, serviced by UniCredit S.p.A. according to similar servicing procedures. In addition, under the Warranty and Indemnity Agreement the Originator has represented and warranted that (i) each of the Receivables falls within the asset category named "*credit facilities to individuals for personal, family or household consumption purposes*"; (ii) each of the Receivables derives from duly executed Loan Agreements; (iii) each Loan Agreement and each other agreement, deed or document relating thereto is valid and constitutes binding and enforceable obligations, with full recourse to the Debtors; and (iv) the Initial Portfolio does not, and the Subsequent Portfolio will not, comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU. Finally, pursuant to the Criteria set out in the Master Receivables Purchase Agreement and in accordance with the Warranty and Indemnity Agreement, the Loans will be repayable in instalments pursuant to the relevant amortising plan (for further details, see the sections headed "*The Master Portfolio - Criteria*", "*The Master Portfolio -*

Characteristics of the Master Portfolio" and "*Description of certain Transaction Documents - The Warranty and Indemnity Agreement*");

(h) for the purpose of compliance with article 20, paragraph 9, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that, as to the relevant Valuation Date (as to the Existing Receivables), the relevant Transfer Date, the relevant Arising Date (as to the Future Receivables) and the Issue Date (or, as to the Receivables included in each Subsequent Portfolio, the relevant Payment Date), the Initial Portfolio does not, and the Subsequent Portfolio will not, comprise any securitisation positions (for further details, see the sections headed "*The Master Portfolio - Characteristics of the Master Portfolio*" and "*Description of certain Transaction Documents - The Warranty and Indemnity Agreement*");

(i) for the purpose of compliance with article 20, paragraph 10, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement the Originator has represented and warranted that (i) each of the Receivables derives from duly executed Loan Agreements which have been granted by UniCredit S.p.A. in its ordinary course of business, (ii) UniCredit S.p.A. has been originating exposures of a similar nature to those securitised for more than 5 years; (iii) the Loans have been granted in accordance with the loan disbursement policy applicable from time to time that is no less stringent than the loan disbursement policy applied by UniCredit S.p.A. at the time of origination to similar exposures that are not assigned under the Securitisation; and (iv) UniCredit S.p.A. has assessed the Debtors' creditworthiness in compliance with the requirements set out in article 8 of Directive 2008/48/EC. In addition, under the Intercreditor Agreement, UniCredit S.p.A., as Servicer, has undertaken to promptly inform the Representative of the Noteholders and the Reporting Entity of any material changes occurred after the Issue Date in the loan disbursement policy from time to time applicable in respect of the Receivables to be included in any Subsequent Portfolio, so that the Reporting Entity is able to make available the Inside Information and Significant Event Report without delay on the Securitisation Repository, pursuant to article 20, paragraph 10, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria (for further details, see the sections headed "*The Master Portfolio - Characteristics of the Master Portfolio*", "*Description of certain Transaction Documents - The Warranty and Indemnity Agreement*" and "*Description of certain Transaction Documents - The Intercreditor Agreement*");

(j) for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement the Originator has represented and warranted that, as at the relevant Valuation Date as to the Existing Receivables (or Arising Date, as to the Future Receivables) and as at the relevant Transfer Date, the Receivables comprised in the Initial Portfolio are not, and the Receivables comprised in each Subsequent Portfolio will not, be qualified as exposures in default within the meaning of article 178, paragraph 1, of the CRR or as exposures to a credit-impaired debtor or guarantor, who, to the best of the Originator's knowledge, (i) has 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 three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the relevant Transfer Date; (ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history; or (iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than the ones of

comparable exposures held by the Originator which have not been assigned to the Issuer under the Securitisation (for further details, see the sections headed "*The Master Portfolio - Characteristics of the Master Portfolio*" and "*Description of certain Transaction Documents - The Warranty and Indemnity Agreement*");

(k) for the purpose of compliance with article 20, paragraph 12, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that as of the date of transfer of each Receivable, the relevant Debtors have made at least one payment in relation to the relevant Loan Agreement, (for further details, see the section headed "*Description of certain Transaction Documents - The Warranty and Indemnity Agreement*");

(l) for the purpose of compliance with article 20, paragraph 13, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that there are no Receivables that depend on the sale of assets to repay their Outstanding Principal at contract maturity (for further details, see the sections headed "*The Master Portfolio - Characteristics of the Master Portfolio*" and "*Description of certain Transaction Documents - The Warranty and Indemnity Agreement*");

(m) for the purpose of compliance with article 21, paragraph 1, of the EU Securitisation Regulation, under the Rated Notes Subscription Agreement and the Intercreditor Agreement the Originator has undertaken to retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, in accordance with option (c) of article 6, paragraph 3, of the EU Securitisation Regulation (and the applicable Regulatory Technical Standards) (for further details, see the sections headed "*Description of Certain Transaction Documents -The Intercreditor Agreement*" and "*Regulatory disclosure and retention undertaking*");

(n) for the purpose of compliance with article 21, paragraph 2, of the EU Securitisation Regulation, in order to mitigate any interest rate risk connected with the floating rate indexed Notes, the Issuer on or about the Issue Date has entered into a 1992 ISDA Master Agreement with the Swap Counterparty, together with the Schedule and the Credit Support Annex thereto and the confirmation documenting the interest rate swap transaction supplemental thereto, under which, subject to the conditions set out thereunder, on each Payment Date, the Issuer will pay to the Swap Counterparty a fixed amount, and the Swap Counterparty will pay to the Issuer a floating amount, both calculated on the corresponding notional amount of the Swap Agreement (for further details, see Condition 7.5 (*Rate of Interest*) and the section headed "*Description of Certain Transaction Documents -The Swap Agreement*"). The execution of the Swap Agreement by the Issuer constitutes an appropriate mitigation of the interest rate risk connected with the floating rate indexed Notes for the purpose of compliance with article 21, paragraph 2, of the EU Securitisation Regulation;

(o) in addition, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that, as at the relevant Valuation Date and as at the relevant Transfer Date, the Initial Portfolio does not, and the Subsequent Portfolio will not, comprise any derivatives (for further details, see the sections headed "*The Master Portfolio - Characteristics of the Master Portfolio*" and "*Description of certain Transaction Documents - The Warranty and Indemnity Agreement*"). Finally, there is no currency risk since (i) the Common Criteria provide that the Receivables arise from Loan Agreements which are denominated in Euro, and (ii) pursuant to the Conditions, the Notes

are denominated in Euro (for further details, see the sections headed "*The Master Portfolio - Criteria*", "*Transaction Overview*" and "*Terms and Conditions of the Notes*");

(p) for the purpose of compliance with article 21, paragraph 3, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that, as at the relevant Valuation Date as to the Existing Receivables (or Arising Date, as to the Future Receivables), the Receivables included in the Initial Portfolio arise, and the Receivables included in each Subsequent Portfolio will arise, from Loans having an interest rate determined on the basis of generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and which are not based on complex formulas or derivatives;

(q) for the purpose of compliance with article 21, paragraph 4, of the EU Securitisation Regulation, following the delivery of a Trigger Notice, the Issuer (or the Representative of the Noteholders on its behalf) may (with the consent of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes) dispose of the Master Portfolio then outstanding in accordance with the provisions of the Intercreditor Agreement it being understood that no provisions shall require the automatic liquidation of the Master Portfolio (for further details, see Condition 14.3 (*Sale of Master Portfolio*) and Condition 12 (*Trigger Events*) and section headed "*Description of certain Transaction Documents - The Intercreditor Agreement*");

(r) for the purpose of compliance with article 21, paragraph 5, of the EU Securitisation Regulation, prior to the delivery of a Trigger Notice or the redemption of the Notes in accordance with Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*) and provided that no Sequential Redemption Event has occurred, in respect of the obligation of the Issuer to repay principal on the Notes, the Notes of each Class (other than the Class F Notes) will rank *pari passu* and *pro rata* without any preference or priority among themselves and with the Notes of all the other Classes. Prior to the delivery of a Trigger Notice and after the occurrence of a Sequential Redemption Event, repayment of principal in respect of the Notes shall be made in a sequential order at all times in accordance with Condition 6.2 (*Pre-Acceleration Principal Priority of Payments*). Sequential Redemption Events include, *inter alia*, the circumstance that the Cumulative Gross Default Ratio is greater than certain levels as set out in this Prospectus (for further details, see the section headed "*Transaction Overview - Issuer Available Funds and Priorities of Payments - Sequential Redemption Events*");

(s) for the purpose of compliance with article 21, paragraph 6, of the EU Securitisation Regulation, pursuant to the Master Receivables Purchase Agreement, there are appropriate Purchase Termination Events which may cause the end of the Revolving Period (for further details, see the section headed "*Description of certain Transaction Documents - The Master Receivables Purchase Agreement*");

(t) for the purpose of compliance with article 21, paragraph 7, of the EU Securitisation Regulation, the contractual obligations, duties and responsibilities of the Servicer, the Representative of the Noteholders and the other service providers are set out in the relevant Transaction Documents (for further details, see the sections headed "*Description of certain Transaction Documents - The Servicing Agreement*", "*Description of certain Transaction Documents - The Cash Allocation,*

*Management and Payments Agreem*ent", "*Description of certain Transaction Documents -The Corporate Services Agreement*" and "*Terms and Conditions of the Notes*"). In addition, the Servicing Agreement contains provisions aimed at ensuring that a default by or an insolvency of the Servicer does not result in a termination of the servicing activity on the Master Portfolio, including the appointment of a Back-Up Servicer upon request of the Issuer and the replacement of the defaulted or insolvent Servicer with a substitute servicer, which the Issuer shall find with the cooperation of the Back-Up Servicer Facilitator (for further details, see the sections headed "*Description of certain Transaction Documents - The Servicing Agreement*"). Finally, the Cash Allocation, Management and Payments Agreement and the Intercreditor Agreement contain provisions aimed at ensuring the replacement of the Additional Account Bank, the Account Bank and the Swap Counterparty, respectively, in case of its respective default, insolvency or other specified events (for further details, see the section headed "*Description of certain Transaction Documents - The Cash Allocation, Management and Payments Agreement*" and "*Description of certain Transaction Documents - The Intercreditor Agreement*");

(u) for the purpose of compliance with article 21, paragraph 8, of the EU Securitisation Regulation, under the Servicing Agreement, the Servicer has represented and warranted that it has expertise in servicing exposures of a similar nature to the Receivables for more than 5 years and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures. In addition, pursuant to the Servicing Agreement, the Back-Up Servicer and any substitute Servicer shall be an entity with expertise in servicing exposures of a similar nature to the Receivables and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures, in accordance with article 21(8) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria (for further details, see the section headed "*Description of certain Transaction Documents - The Servicing Agreement*");

(v) for the purpose of compliance with article 21, paragraph 9, of the EU Securitisation Regulation, the Master Receivables Purchase Agreement, the Servicing Agreement and the Collection Policies attached thereto set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies (for further details, see the sections headed "*Description of certain Transaction Documents - The Master Receivables Purchase Agreement*", "*Description of certain Transaction Documents - The Servicing Agreement*" and "*The Collection Policies*"). In addition, the Transaction Documents clearly specify the Priorities of Payments, the events which trigger changes in such Priorities of Payments as well as the obligation to report such events, and any change in the Priorities of Payments which will materially adversely affect the repayment of the Notes. Pursuant to the Cash Allocation, Management and Payments Agreement and the Intercreditor Agreement, (i) the Calculation Agent has undertaken to prepare the SR Investor Report setting out certain information with respect to the Notes (including, *inter alia*, the events which trigger changes in the Priorities of Payments) and to deliver it to the Reporting Entity in a timely manner and, in any event, by no later than one month following each Payment Date, in compliance with the EU Securitisation Regulation, and (ii) subject to receipt of the SR Investor Report from the Calculation Agent, the Reporting Entity has undertaken to make it available to the Noteholders, the competent authorities referred to in article 29 of the EU Securitisation Regulation and, upon request, to potential investors in the Notes through the Securitisation Repository (for further details, see the

sections headed "*Terms and Conditions of the Notes*", "*Description of certain Transaction Documents - The Intercreditor Agreement*" and "*Description of certain Transaction Documents - The Cash Allocation, Management and Payments Agreement*");

(w) for the purpose of compliance with article 21, paragraph 10, of the EU Securitisation Regulation, the Conditions (including the Rules of the Organisation of the Noteholders attached thereto) contain clear provisions that facilitate the timely resolution of conflicts between Noteholders of different Classes, clearly define and allocate voting rights to Noteholders and clearly identify the responsibilities of the Representative of the Noteholders (for further details, see the section headed "*Terms and Conditions of the Notes*");

(x) for the purpose of compliance with article 22, paragraph 1, of the EU Securitisation Regulation, under the Intercreditor Agreement, the Originator has confirmed that it has made available before pricing through the Securitisation Repository, data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity and such data cover a period of at least 5 years pursuant to article 22(1) of the EU Securitisation Regulation and the STS Guidelines for Non-ABCP Securitisations (for further details, see the section headed "*Description of certain Transaction Documents - The Intercreditor Agreement*");

(y) for the purpose of compliance with article 22, paragraph 2, of the EU Securitisation Regulation, an external verification has been made in respect of a sample of Receivables (for further details, see the section headed "*The Master Portfolio*");

(z) for the purpose of compliance with article 22, paragraph 3, of the EU Securitisation Regulation, under the Intercreditor Agreement, UniCredit S.p.A. has made available before pricing and has undertaken to make available on an ongoing basis and upon request to potential investors in the Notes and the Noteholders, through the Securitisation Repository, a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the Noteholders, other third parties and the Issuer (for further details, see the section headed "*Description of certain Transaction Documents - The Intercreditor Agreement*");

(aa) with respect to article 22, paragraph 4, of the EU Securitisation Regulation, the Receivables do not arise from residential loans, auto loans or leasing; therefore, the requirements of article 22, paragraph 4, of the EU Securitisation Regulation are not applicable;

(bb) for the purpose of compliance with article 22, paragraph 5, of the EU Securitisation Regulation, under the Intercreditor Agreement, the parties thereto have acknowledged that the Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation. Each of the Issuer and the Originator has agreed that the Issuer is designated as Reporting Entity, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation and, in such capacity as Reporting Entity, it has confirmed to the Parties that the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation have been fulfilled before pricing and/or will be fulfilled after the Issue Date, as applicable, by making available the relevant information through the Securitisation Repository (for further details, see the section headed "*Description of certain Transaction Documents - The Intercreditor Agreement*").

Criteria for credit granting

With reference to article 9 of the EU Securitisation Regulation, under the Rated Notes Subscription Agreement, UniCredit S.p.A., in its capacity as Originator, has represented to the Sole Arranger that the Master Portfolio complies with the criteria and process for the credit-granting as well as all other obligations provided for in the abovementioned article.

First contact point

The Originator will be the first contact point for investors and competent authorities pursuant to and for the purposes of article 27, paragraph 1, third sub-paragraph, of the EU Securitisation Regulation (for further details, see the section headed "*Description of certain Transaction Documents -The Intercreditor Agreement*").

THE MASTER PORTFOLIO

Introduction

Pursuant to the Master Receivables Purchase Agreement, the Issuer has purchased, pursuant to the combined provisions of articles 1 and 4 of the Securitisation Law and article 58 of the Consolidated Banking Act, the Initial Portfolio and may purchase, subject to the terms set out therein, Subsequent Portfolios from the Originator together with any other rights of the Originator to guarantees or security interests and any related rights that have been granted to the Originator to secure or ensure payments of any of the Receivables.

The Issuer has purchased the Initial Portfolio on 4 September 2023.

The Receivables comprised in the Initial Portfolio and in any Subsequent Portfolio arise out of consumer loans contracts (*contratti di credito al consumo*) and other personal loans which were or, as the case may be, shall be classified as performing by the Originator as at the relevant Valuation Date, by reference to the Initial Portfolio and any Subsequent Portfolio.

The Initial Portfolio includes, and any Subsequent Portfolio may include, Receivables which have already come into existence as at the relevant transfer date (the "**Existing Receivables**") and Receivables arising from additional disbursement (if any) to be made by the Originator in favour of the relevant Debtor under the relevant Loan Agreement where permitted thereunder (the "**Future Receivables**"). The Future Receivables coming into existence, if any, will be automatically transferred to the Issuer on the relevant Arising Date (if any) under the provisions of the Master Receivables Purchase Agreement and Italian law. According to the Master Receivables Purchase Agreement, upon the delivery of a Trigger Notice to the Issuer, any sale of: (i) Future Receivables which have not yet come into existence; and (ii) Future Receivables which have come into existence but whose Principal Component of the Purchase Price has not been paid yet as of that date, is automatically terminated pursuant to article 1353 of the Italian civil code and the Issuer shall no longer be obliged to pay the Purchase Price thereof and the relevant existing Future Receivables (if any) will be automatically returned to the Originator as a result.

The Receivables comprised in the Initial Portfolio have been selected on the basis of (i) certain common objective criteria listed in schedule 1 to the Master Receivables Purchase Agreement (the "**Common Criteria**") which shall apply to the Initial Portfolio and to any Subsequent Portfolio and (ii) certain further objective criteria listed in schedule 2, Part A, to the Master Receivables Purchase Agreement which apply to the Initial Portfolio only (the "**Specific Criteria for the Initial Portfolio**").

The Receivables comprised in any Subsequent Portfolio will be selected on the basis of the Common Criteria and certain further objective criteria listed in schedule 2, Part B, to the Master Receivables Purchase Agreement (the "**Specific Criteria for any Subsequent Portfolio**"), which supplement the Common Criteria at the option of the Originator and the Issuer in respect of any Subsequent Portfolio.

The Criteria

Pursuant to the Master Receivables Purchase Agreement, the Originator has sold and will sell to the Issuer and the Issuer has purchased and will purchase from the Originator all the Receivables arising from Loan Agreements which meet, as at the relevant Valuation Date, the following Common Criteria

(to be considered cumulative unless otherwise specified) and Specific Criteria (to be considered cumulative unless otherwise specified):

Common Criteria

Receivables which, as of the relevant Valuation Date, satisfy the following criteria (to be deemed cumulative unless otherwise provided):

1. Loans granted to one or more individuals, at least one of which results to be, according to the last relevant communication received by UniCredit S.p.A., resident in the Republic of Italy;

2. Loans which have been fully drawn down, even if in several drawdowns;

3. Loans referred to as personal loans ("*prestiti personali*"), arising from loan agreements executed between the relevant Debtors and UniCredit S.p.A. after 1 January 2020 (included);

4. Loans arising from Loan Agreements governed by the laws of the Republic of Italy;

5. Loans denominated in Euro;

6. Loans in respect of which at least one Instalment has become due and has been paid by the relevant Debtor (even if the relevant Instalment comprised an interest component only);

7. Loans which provide for the payment by the relevant Debtors of monthly instalments;

8. Loans which provide for the application of a fixed rate for the whole duration of the Loan;

9. Amortising Loans to be reimbursed in several instalments according to the so called "French amortising plan", *i.e.* an amortising plan which envisages the same initial amount for instalments consisting of a principal component and an interest component, as determined on the date the relevant Loan Agreement is entered into or, if any, on the date of conclusion of the last agreement reached by the parties on the applicable amortisation plan;

10. Loans to be repaid by the relevant Debtors via:

    (i) direct debit to a bank account, or

    (ii) Sepa Direct Debit (SDD system);

11. Loans having an Initial Outstanding Principal equal to or higher than Euro 1,000 and equal to or lower than Euro 75,000;

12. Loans having an Outstanding Principal equal to or higher than Euro 100;

13. Loans arising from Loan Agreements having a nominal annual rate (TAN) equal to or exceeding 6%;

14. Loans whose number of outstanding instalments is equal to or higher than 2;

15. Loans whose number of outstanding instalments is lower than 120;

16. Loans arising from Loan Agreements not referred to as "*CreditExpress Easy*";

17. Loans in relation to which, the relevant Debtors are not entitled to benefit from principal payment suspension (whether or not together with the interests payment suspension) or are not entitled to benefit from the interests payment suspension only;

18. Loans which, even if classified as performing, have not been subject to restructuring or settlements after the date of their conclusion;

19. Loans in respect of which there has not been the delivery of a notice to the relevant Debtors stating that such loans have been accelerated (*decadenza del debitore dal beneficio del termine*) as provided in the relevant Loan Agreement and formally requesting payment (*intimazione ad adempiere*);

20. Loans arising from Loan Agreements not referred to as "*UniCredit ad honorem*", "*Fondo Nuovi Nati*", "*Diamogli Credito*", "*Credit Express Master*" o "*CreditExpress Compact Extra*", "*Prestito Personale Private*";

21. with reference to Loans providing, in relation to the Last Instalment, payment via direct debit to a bank account opened with a branch of a bank belonging to the "*Gruppo Bancario Unicredit*", Loans that had not one or more due instalments (including the Last Instalment) that have not been fully or partially repaid; and

22. with reference to Loans not providing, in relation to the Last Instalment, payment via direct debit to a bank account opened with a branch of a bank belonging to the "*Gruppo Bancario Unicredit*", Loans that, as at the Valuation Date, had not one or more due instalments (excluding the Last Instalment) that have not been fully or partially repaid.

Notwithstanding the above, all Receivables arising from loans which, even where complying with the above Criteria as at the relevant Valuation Date, also meet one or more of the following criteria as at such date (save as otherwise specified), are excluded from the assignment pursuant to the Master Receivables Purchase Agreement:

1. Loans granted to Debtors that are directors and/or employees (including, without limitation, managers and officers) of UniCredit S.p.A. or other companies belonging to "*Gruppo Bancario Unicredit*";

2. Loans in respect of which the relevant Debtors and/or guarantors have initiated against UniCredit S.p.A. a legal proceeding or a mandatory mediation process, having UniCredit S.p.A. received service of process of such proceeding and the relevant proceeding or decision being still pending (for the avoidance of doubt, the term proceeding excludes settlements as well as judgements having the force of res judicata (*sentenza passata in giudicato*) or proceedings where a closing report (*verbale di chiusura*) has been issued);

3. Loans which have been granted pursuant to any law or rule which provides or might provide, from the beginning, for any advantageous financial terms and conditions, public financial contributions or grants of any kind, discounts pursuant to the law, contractually capped interest rates and/or any other provisions which result in advantageous repayment terms or reductions in payments for the relevant debtors or the relevant guarantors in relation to principal and/or interest, or loans in relation to which such facilities were granted after the execution of the agreement but no later than the relevant Valuation Date; and

4. Loans secured by any Security Interest.

With reference to the above-mentioned paragraphs, "**Last Instalment**" means the last instalment falling due before the relevant Valuation Date.

Specific Criteria in relation to the Initial Portfolio

In addition to the Common Criteria, as of the relevant Valuation Date, all Receivables included in the Initial Portfolio satisfy the following specific criteria (to be considered cumulative unless otherwise provided):

1. Loans in respect of which the last instalment is due by no later than 31 October 2034.

Notwithstanding the above, all Receivables arising from loans which, even where complying with the above Criteria as at 00:01 on 1 September 2023, also meet one or more of the following criteria as at such date (save as otherwise specified) are excluded from the assignment pursuant to the Master Receivables Purchase Agreement:

1. Loans disbursed by UniCredit S.p.A. before 31 October 2022 (included) or after 23 June 2023 (included); and

2. Loans arising from Loan Agreements having the reference number on the list published by the following website https://www.unicredit.it/it/info/operazioni-di-cartolarizzazione/ARTSCONSUMER23.html and deposited by the Purchaser in the companies' register of Verona.

In addition, in order to meet the obligations set forth in Regulation EU No. 2402/2017 of the European Parliament and of the Council of 12 December 2017 to maintain on an ongoing basis a material net economic interest in the Transaction of not less than 5%, pursuant to article 6(1) and article 6(3)(c) of Regulation EU No. 2402/2017, loans having the reference number on the list published by the following website https://www.unicredit.it/it/info/operazioni-di-cartolarizzazione/ARTSCONSUMER23.html and deposited by the Purchaser in the companies' register of Verona, even though complying with the abovementioned Criteria, are excluded from the assignment pursuant to the Master Receivables Purchase Agreement.

Conditions for the purchase of Subsequent Portfolios

During the Revolving Period, Subsequent Portfolios may only be offered or purchased if all of the following conditions are satisfied with respect to the offered Subsequent Portfolio:

(a) following the purchase of the relevant Subsequent Portfolio, on the relevant Cut-Off Date, the Weighted Average Interest Rate of the Master Portfolio is higher than, or equal to, the Minimum Weighted Average Interest Rate;

(b) on the relevant Cut-Off Date, the average remaining maturity of the Receivables included in the Master Portfolio (including the Subsequent Portfolio to be purchased), taking into account also the Renegotiations (if any), weighted for the Outstanding Principal Not Yet Due, is not higher than the Maximum Residual Life;

(c) on the relevant Cut-Off Date, the Master Portfolio's Outstanding Principal Not Yet Due (including the Subsequent Portfolio to be purchased) relating to Debtors that pay via direct debit (including for avoidance of doubt debtors that pay via SDD) on an account with UniCredit S.p.A. is higher than the Direct Debit Loans' Minimum Amount;

(d) on the relevant Cut-Off Date, the Master Portfolio's Outstanding Principal Not Yet Due (including the Subsequent Portfolio to be purchased) relating to the Other Loans is higher than or equal to the Other Loans Minimum Amount;

(e) on the relevant Cut-Off Date, the Set Off Exposure is not higher than the Maximum Set Off Exposure Amount; and

(f) on the relevant Cut-Off Date, the Master Portfolio's Outstanding Principal Not Yet Due (including the Subsequent Portfolio to be purchased) relating to the Consolidation Loans is not higher than Consolidation Loans Maximum Amount.

Characteristics of the Master Portfolio

The Receivables included in the Master Portfolio generally have the characteristics that demonstrate capacity to produce funds to serve payments due and payable on the Notes. However, neither the Originator nor the Issuer warrant the solvency (credit standing) of any or all of the Debtor(s).

As at the relevant Valuation Date, the aggregate Outstanding Principal of all Receivables comprised in the Initial Portfolio amounted to Euro 847,334,140.98.

As to the level of collateralisation, the ratio between (i) the Outstanding Principal, as at the relevant Valuation Date, of the Receivables comprised in the Initial Portfolio, and (ii) the aggregate principal amount of the Notes upon issue is equal to 100 per cent.

The following tables set out information on the characteristics of the Master Portfolio derived from information provided by the Originator. The amounts, where relevant, are in Euro. The information in the following tables reflects the position of the Receivables comprised in the Initial Portfolio as of 00:01 on 1 September 2023. Certain monetary amounts and percentages included in this section have been subject to rounding adjustments; accordingly, figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which preceded them.

General Information about the Portfolio		**01/09/2023**
a.1	Number of Loans:	77,928
a.2	Oustanding Portfolio Amount:	847,334,140.98
a.3	Average Outstanding Potfolio Amount (1)	10,873.30
a.4	Weighted Average Seasoning (months)	5.82
a.5	Weighted Average Remaining Term (months)	78.74
a.6	Weighted Average Interest Rate	8.48%

(1) Simple average

Outstanding amount		01/09/2023			
		Number of Loans	% on Total Number of Loans Outstanding	Amount Outstanding	% on Total Amount Outstanding
b.1	0.00 - 4.999,99	25,798	33.10%	83,079,703.74	9.80%
b.2	5.000,00 - 9.999,99	22,410	28.76%	163,329,968.96	19.28%
b.3	10.000,00 - 14.999,99	11,891	15.26%	144,881,399.74	17.10%
b.4	15.000,00 - 19.999,99	6,877	8.82%	119,279,494.28	14.08%
b.5	20.000,00 - 24.999,99	4,040	5.18%	90,555,566.23	10.69%
b.6	25.000,00 - 29.999,99	3,000	3.85%	83,551,592.00	9.86%
b.7	30.000,00 - 34.999,99	1,435	1.84%	46,669,832.87	5.51%
b.8	35.000,00 - 39.999,99	792	1.02%	29,757,706.06	3.51%
b.9	from and over 40.000	1,685	2.16%	86,228,877.10	10.18%
b.10	**Total**	**77,928**	**100.00%**	**847,334,140.98**	**100.00%**

Portfolio Seasoning (months)		01/09/2023			
		Number of Loans	% on Total Number of Loans Outstanding	Amount Outstanding	% on Total Amount Outstanding
c.1	from 1 (included) to 12 (excluded) months	77,928	100.00%	847,334,140.98	100.00%
c.2	from 12(included) to 24 (excluded) months	0	0.00%	0.00	0.00%
c.3	from 24 (included) to 36 (excluded) months	0	0.00%	0.00	0.00%
c.4	from 36 (included) to 48 (excluded) months	0	0.00%	0.00	0.00%
c.5	from 48 (included) to 60 (excluded) months	0	0.00%	0.00	0.00%
c.6	from 60 (included) to 72 (excluded) months	0	0.00%	0.00	0.00%
c.7	from 72 (included) to 84 (excluded) months	0	0.00%	0.00	0.00%
c.8	from 84 (included) to 96 (excluded) months	0	0.00%	0.00	0.00%
c.9	over 96(included) months	0	0.00%	0.00	0.00%
c.10	**Total**	**77,928**	**100.00%**	**847,334,140.98**	**100.00%**

Remaining Term (months)		01/09/2023			
		Number of Loans	% on Total Number of Loans Outstanding	Amount Outstanding	% on Total Amount Outstanding
d.1	from 1 (included) to 12 (excluded) months	590	0.76%	671,106.92	0.08%
d.2	from 12(included) to 24 (excluded) months	3,222	4.13%	4,787,611.60	0.57%
d.3	from 24 (included) to 36 (excluded) months	14,165	18.18%	63,952,896.28	7.55%
d.4	from 36 (included) to 48 (excluded) months	7,065	9.07%	51,225,499.53	6.05%
d.5	from 48 (included) to 60 (excluded) months	9,049	11.61%	86,030,138.13	10.15%
d.6	from 60 (included) to 72 (excluded) months	3,404	4.37%	38,874,433.40	4.59%
d.7	from 72 (included) to 84 (excluded) months	33,462	42.94%	404,008,400.22	47.68%
d.8	from 84 (included) to 96 (excluded) months	312	0.40%	7,193,761.17	0.85%
d.9	over 96(included) months	6,659	8.55%	190,590,293.73	22.49%
d.10	**Total**	**77,928**	**100.00%**	**847,334,140.98**	**100.00%**

By Region		01/09/2023 Number of Loans	% on Total Number of Loans Outstanding	Amount Outstanding	% on Total Amount Outstanding
e.1	ABRUZZO	925	1.19%	10,131,629.54	1.20%
e.2	BASILICATA	214	0.27%	2,166,160.05	0.26%
e.3	CALABRIA	881	1.13%	9,843,999.45	1.16%
e.4	CAMPANIA	4,920	6.31%	51,878,518.39	6.12%
e.5	EMILIA ROMAGNA	8,709	11.18%	98,108,214.73	11.58%
e.6	FRIULI VENEZIA GIULIA	1,714	2.20%	16,668,771.42	1.97%
e.7	LAZIO	10,278	13.19%	108,524,184.68	12.81%
e.8	LIGURIA	1,342	1.72%	14,081,394.03	1.66%
e.9	LOMBARDIA	10,843	13.91%	116,863,091.89	13.79%
e.10	MARCHE	1,357	1.74%	15,751,220.14	1.86%
e.11	MOLISE	353	0.45%	3,802,214.49	0.45%
e.12	PIEMONTE	8,115	10.41%	82,439,968.62	9.73%
e.13	PUGLIA	3,573	4.59%	43,006,010.28	5.08%
e.14	SARDEGNA	1,279	1.64%	14,387,023.63	1.70%
e.15	SICILIA	9,595	12.31%	111,045,322.92	13.11%
e.16	TOSCANA	2,868	3.68%	32,262,202.80	3.81%
e.17	TRENTINO ALTO ADIGE	992	1.27%	9,785,318.10	1.15%
e.18	UMBRIA	1,949	2.50%	21,808,353.34	2.57%
e.19	VALLE D'AOSTA	289	0.37%	2,997,848.95	0.35%
e.20	VENETO	7,732	9.92%	81,782,693.53	9.65%
e.21	ESTERO	0	0.00%	0.00	0.00%
e.22	**Total**	**77,928**	**100.00%**	**847,334,140.98**	**100.00%**

Payment Frequency		01/09/2023 Number of Loans	% on Total Number of Loans Outstanding	Amount Outstanding	% on Total Amount Outstanding
f.1	Monthly	77,928	100.00%	847,334,140.98	100.00%
f.2	Bi monthly	0	0.00%	0.00	0.00%
f.3	Quarterly	0	0.00%	0.00	0.00%
f.4	**Total**	**77,928**	**100.00%**	**847,334,140.98**	**100.00%**

Payment Type		01/09/2023 Number of Loans	% on Total Number of Loans Outstanding	Amount Outstanding	% on Total Amount Outstanding
g.1	Addebito diretto in conto corrente	77,857	99.91%	846,138,466.62	99.86%
g.2	R.I.D.	71	0.09%	1,195,674.36	0.14%
g.3	Bollettino postale	0	0.00%	0.00	0.00%
g.4	Altro	0	0.00%	0.00	0.00%
g.5	**Total**	**77,928**	**100.00%**	**847,334,140.98**	**100.00%**

		01/09/2023			
Type of products		**Number of Loans**	**% on Total Number of Loans Outstanding**	**Amount Outstanding**	**% on Total Amount Outstanding**
h.1	Credit Express Compact	5,343	6.86%	114,776,287.09	13.55%
h.2	Credit Express Dynamic	67,131	86.14%	563,997,171.97	66.56%
h.3	Other	5,454	7.00%	168,560,681.92	19.89%
h.4	**Total**	**77,928**	**100.00%**	**847,334,140.98**	**100.00%**

		01/09/2023			
Current Interest Rate		**Number of Loans**	**% on Total Number of Loans Outstanding**	**Amount Outstanding**	**% on Total Amount Outstanding**
i.1	1,000 - 2,999	0	0.00%	0.00	0.00%
i.2	3,000 - 3,999	0	0.00%	0.00	0.00%
i.3	4,000 - 4,999	0	0.00%	0.00	0.00%
i.4	5,000 - 5,999	0	0.00%	0.00	0.00%
i.5	6,000 - 6,999	1,075	1.38%	36,854,546.77	4.35%
i.6	7,000 - 7,999	5,704	7.32%	117,065,981.00	13.82%
i.7	8,000 - 8,999	39,558	50.76%	477,850,430.05	56.39%
i.8	9,000 - 9,999	31,591	40.54%	215,563,183.16	25.44%
i.9	10,000 - 10,999	0	0.00%	0.00	0.00%
i.10	11,000 - 11,999	0	0.00%	0.00	0.00%
i.11	12,000 - 12,999	0	0.00%	0.00	0.00%
i.12	13,000 - 13,999	0	0.00%	0.00	0.00%
i.13	14,000 - 14,999	0	0.00%	0.00	0.00%
i.14	**Total**	**77,928**	**100.00%**	**847,334,140.98**	**100.00%**

Debtors		**Amount**	**%**
j.1	Number of debtors	72,292	92.77%
j.2	Top 1 debtor (% of Outstanding Principal of the Master Portfolio)	120,739.52	0.01%
j.3	Top 10 debtors (% of Outstanding Principal of the Master Portfolio)	872,126.57	0.10%
j.4	Top 20 debtors (% of Outstanding Principal of the Master Portfolio)	1,622,027.38	0.19%

Type of Interest		**Amount**	**%**
k.1	Receivables paying a Fixed Rate	847,334,140.98	100.00%
k.2	Receivables paying a Floating Rate	0.00	0.00%

During the Revolving Period, the Issuer will purchase Subsequent Portfolios from the Originator, subject to certain conditions set out in the Master Receivables Purchase Agreement. Although each Subsequent Portfolio shall satisfy certain criteria, there can be no assurance that Subsequent Portfolios will have the same characteristics as the Initial Portfolio described in the preceding tables.

Pool Audit

Pursuant to article 22, paragraph 2, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria, an external verification (including verification that the data disclosed in this Prospectus in respect of the Receivables is accurate) has been made in respect of the Initial Portfolio prior to the Issue

Date by an appropriate and independent party and no significant adverse findings have been found. The verification has confirmed:

(i) that the data disclosed in this Prospectus in respect of the Receivables are accurate;

(ii) the accuracy of the information provided in the documentation and in the IT systems, in respect of each selected position of the sample of the Initial Portfolio – with confidence levels and error rates in line with the EBA Guidelines on STS Criteria; and

(iii) that the data of the Receivables included in the Initial Portfolio contained in the loan-by-loan data tape prepared by UniCredit S.p.A. are compliant with the Criteria that are able to be tested prior to the Issue Date.

Level of collateralisation

(i) The ratio between (i) the Outstanding Principal of the Receivables comprised into the Initial Portfolio as of the relevant Valuation Date, and (ii) the Principal Amount Outstanding of the Notes as of the Issue Date equals to 100%.

THE ORIGINATOR, THE SERVICER, THE ACCOUNT BANK, THE SWAP COUNTERPARTY AND THE SUBORDINATED LOAN PROVIDER

UniCredit S.p.A. ("**UniCredit**"), established in Genoa, Italy, by way of a private deed dated 28 April 1870 with a duration until 31 December 2100, is a joint stock company operating under Italian law. The Registered and Head Offices of UniCredit are located in Milan, Piazza Gae Aulenti, 3 — Tower A. UniCredit's telephone number is +39 02 88 621, and UniCredit's website is www.unicreditgroup.eu. UniCredit is registered in the Milano-Monza Brianza-Lodi companies' register with registration number, fiscal code and VAT number 00348170101 and is the parent company of the UniCredit Banking Group, registered in the register of banking groups with code 02008.1.

As at 12 September 2023 UniCredit's share capital, fully subscribed and paid-up, amounted to €21,277,874,388.48 and was divided into 1,784,663,080 shares without a nominal value.

UniCredit is a pan-European commercial bank with service offering in Italy, Germany, Central and Eastern Europe.

Pursuant to Clause 4 of its Articles of Association, the purpose of UniCredit is to engage in deposit-taking and lending in its various forms, in Italy and abroad, operating wherever in accordance with prevailing norms and practice. It may execute, while complying with prevailing legal requirements, all permitted transactions and services of a banking and financial nature. In order to achieve its corporate purpose as efficiently as possible, UniCredit may engage in any activity that is instrumental or in any case related to the above.

UniCredit, in carrying out its activities, is subject to both the Italian provisions and European provisions as well as to the supervision of various authorities, each for their respective areas of competence. In particular, UniCredit is subject to the provisions contained in the Bank of Italy's supervisory regulations and, as a significant bank, to the direct prudential supervision of the European Central Bank.

UniCredit, as a bank which undertakes management and co-ordination activities for the UniCredit Group, pursuant to Article 61 of the Consolidated Banking Act issues, when exercising the management and co-ordination activities, instructions to the other members of the banking group to ensure compliance with supervisory regulations, including the implementation of general and specific measures laid down by the supervisory authorities in the interest of the banking group's stability.

MANAGEMENT

Board of Directors

The board of directors (the "**Board**" or the "**Board of Directors**") is elected by UniCredit shareholders at a general meeting for a three financial year term, unless a shorter term is established upon their appointment, and Directors may be re-elected. Under UniCredit Articles of Association, the Board is composed of between a minimum of 9 and a maximum of 24 members.

The Board of Directors currently in office was appointed by the UniCredit ordinary shareholders' meeting on 15 April 2021 for a term of three financial years and, as at the date of this Prospectus, is composed of 12 members. The term in office of the current members of the Board will expire on the date

of the shareholders' meeting called to approve the financial statements for the financial year ending 31 December 2023.

The following table sets forth the current members of UniCredit's Board of Directors as at the date of this Prospectus, having regard also to the changes occurred in the composition of the Board after the abovementioned ordinary shareholders' meeting:

Name	**Position**
Pietro Carlo Padoan	Chairman
Lamberto Andreotti	Deputy Vice Chairman
Andrea Orcel	Chief Executive Officer
Vincenzo Cariello	Director
Elena Carletti	Director
Jeffrey Alan Hedberg	Director
Beatriz Lara Bartolomé	Director
Luca Molinari	Director
Maria Pierdicchi	Director
Francesca Tondi	Director
Renate Wagner	Director
Alexander Wolfgring	Director

The information on the Board of Directors and its updates are available on the UniCredit website. The business address for each of the foregoing Directors is in Milan, 20154, Piazza Gae Aulenti 3, Tower A.

Board of Statutory Auditors

Pursuant to the provisions of the UniCredit Articles of Association, the board of statutory auditors (the "**Board of Statutory Auditors**") consists of five permanent statutory auditors, including a Chair, and four substitute statutory auditors.

The Board of Statutory Auditors currently in office was appointed by the UniCredit ordinary shareholders' meeting on 8 April 2022 for a term of three financial years and its members may be re-elected.

The term in office of the current members of the Board of Statutory Auditors will expire on the date of the shareholders' meeting called to approve the financial statements for the financial year ending 31 December 2024.

The following table sets out the current members of the UniCredit Board of Statutory Auditors as at the date of this Prospectus:

Name	**Position**
Marco Rigotti	Chairman
Claudio Cacciamani	Statutory Auditor
Benedetta Navarra	Statutory Auditor
Guido Paolucci	Statutory Auditor

Antonella Bientinesi	Statutory Auditor

The information on the Board of Statutory Auditors and its updates are available on the UniCredit website. All of the members of the Board of Statutory Auditors in office are enrolled with the Register of Chartered Accounting Auditors of the Italian Ministry of Economy and Finance. The business address for each of the members of the Board Statutory Auditors is in Milan, 20154, Piazza Gae Aulenti 3, Tower A.

EXTERNAL AUDITORS

At the shareholders' meeting of UniCredit held on 9 April 2020, KPMG S.p.A., with registered office at Via Vittor Pisani 25, Milan, enrolled with the Companies' Register of Milan-Monza-Brianza-Lodi under number 00709600159 and registered with the Register of Statutory Auditors (*Registro dei Revisori Legali*) maintained by Minister of Economy and Finance with registration no. 70623, has been appointed to act as UniCredit's external auditors for the 2022-2030 nine-year period.

***

The updated UniCredit's corporate information will be available from time to time on the UniCredit's website.

THE CREDIT POLICY

PERSONAL LOANS are loan granted without a specific purpose. This product provides the disbursement from the Bank directly to the customer.

Sales Channels: these products can be sold by UniCredit branches, UniCredit Website/APP Mobile (only CE Dynamic), the network of financial agents accredited with UniCredit (MyAgents Network)

Loan amount and duration according to loan purpose are:

Amount: from €3,000 – up to €100,000

Duration: from 36 – up to 120 months

Origination process is split in different phases:

PREPARATORY	CREDIT DECISION	DOCUMENT CHECK	DISBURSMENT
Input of customer data (both personal and financial information) in the front-end system Qinetic	Credit rules application based mainly on data collected from the customer and from both internal/external credit bureaux	Documental check based on fraud score and underwriting warnings	Data formal check
Data check on customer information	Authority level definition	Analysis of relevant documentation attached to the application	Pre disbursement check
Input of any additional notes into the customer application (for banking channel)	Decision grid managed by CLDE considering rating model and credit policy results	Application outcome (Fraud Analyst)	Automatic disbursement
Upload of mandatory documents for the preparatory phase	Manual analysis for high customer exposure applications and for credit rules defined for the product/channel/client		
Contract Printing			
Credit evaluation process launch			

The source/nature of Client information are:

- Customer Database;
- social/demographic;
- income;
- evidence on public archives (disputes, judicial);

- Credit Bureaux information (Experian, CRIF, CTC);
- evidence of bad loans in Public Register (Bank of Italy "*Centrale Rischi*").

The main input comes from the acquisition of information:

- registered in the application form;
- related to "*Global Group Position*" (resulting from the sum of the debts vs Group Companies);
- provided by the Credit Bureaux UniCredit;
- relating to the Behavioral Class of linked companies (TMP);
- provided by external Bureaux (CRIF, Experian, CTC);
- documents of applicants are collected considering various information such as the knowledge of the client (pre scored vs not pre scored, salary vs non salary), the amount requested (below or over the assigned ticket) and the verification of the amount declared through machine learning models.

Credit profile is determined by the Internal Rating Model based on internal and external data providers and in accordance with internal policies. The probability of default is calculated for each application evaluated.

On November 2021 a new rating model for Individual Customers called "**RIPONE**" has been introduced.

The assignment process is mainly automatic and can be divided into 3 main steps, embedded into the Banking Process and Underwriting Platform, before and during the Origination Credit Process:

1. Assignment of Credit Segment;
2. Data Retrieval;
3. Rating calculation.

The most important changes introduced by RIPONE are related to a unique rating index at counterpart level (instead of a product differentiation) and the inclusion of LGD among the strategies related to rating cut off

POLICY RULES

The policy rules may have different levels of severity, depending on the type of problems found. In particular, the policy rules are split in 2 categories:

- ✓ ***Black Policy***: related to negative information on the applicants, detected by internal/external systems, or situations non-compliant with the law so that the application is denied.
- ✓ ***Grey Policy***: aimed at highlighting situations in which a manual decision on the applicants of the Credit Analyst is required.

Black policy	
Suspicious operations	Applicant unemployed
Public data	Internal negative status
Names rejected	Applicant with age > 80 and co-applicant without income
Consumer reports outstanding	Old negative status
Pending Consumer in the last year	Outstanding settled (CTC)
Highest risk Crif and/or Experian	Declines Card Loan last month
Customer with residence in Italy less than 5 years	Residence permit validity
Customer with payments not settled in CTC	Negative reports in SMR
Exposed to Central Risks	Irregular global position
High risk Crif and/or Experian	Consumer contracts active
	Debt to income*
	Customer over indebtedness analysis
Grey Policy	
Verification of employment continuity	Age limit exceeding
Insufficient income	Regulated CTC
Corporate representative	Negative status
Loan maturity not covered by contract	Employees in service
Unemployed	Freelance
Journalist	Terrorism uncertainty
	Negativity or employer
	Employer signalling
	Debt to income**
Manual approval can also be requested because of the maximum risk calculated automatically by Fidi&Garanzie. When the authority level is higher than the system automatic approval limit, the request in manually evaluated by the Credit Analyst.	
* >75% for loans with instalment < €150	
** >90% for loans with instalment > €150	

THE COLLECTION POLICY

Credit Collection management

Recurring charge of loan instalments produces evidence within Servicer procedure in case that the instalment is not fully covered.

This evidence is taken by UniCredit peripheral commercial function both by UniCredit Central function that carries out actions on customers, in order to define preliminary checks and promote any interventions aimed at settling the delinquency (verifying anomalies of technical nature, the overall functioning of customer overdue, etc.).

Once the foreseen deadlines have elapsed (by rule for unsecured instalments starting from the 3rd day), and once the non-existence of anomalies has been ascertained and the delinquency circumstance persist, the management of overdue (Credit Collection) is performed in a centralized form.

Credit Collection activity is based on different phases related to the clients' overdue days and the risk profile: with the support of specific technological IT tool that follows the evolution of the overdue days in order to uniquely identify the action / initiative in progress, concluded or feasible, also by granting a mandate to specialized external companies, coordinated by Servicer centralized function; adopting a customer-oriented approach with presidium of credit and reputational risks taking into account the overall assessment of the customer (financial commitments-ability to repay).

The counterparty risk profile (Low – Medium – High – Very High) is assigned leveraging on:

- **self-cure score**, for counterparties with an unpaid instalment, aimed at determining the possibility that the customer repays the instalment within 30 days;
- **collection score**, for counterparties with two unpaid instalments, aimed at determining the risk of the counterparty slipping to the next bucket (cluster of overdue days).

The Credit collection is also based on a centralized set of "dunning" (mail / sms) actions as back-up to the operational phases described below:

- **Soft Collection** – through intervention at internal Servicer functions and / or third-party external companies specialized in the overdue management. This phase has the aim of identifying and resolving any critical issues, communicating to the customer the existence of overdue, managing customers with slight repayment difficulties through "recurring" telephone contact, in order to identify early the causes underlying the over; during this phase, the contact with the Customer is managed (incoming / outgoing calls), recording the outcome and any requests from Customers are collected;
- **External Collection** – through the action of external credit recovery companies appropriately selected and centrally governed by Servicer functions (*e.g.* home collection).

Notably, the activity of these companies is based on a mandate divided into two assignments lasting approximately 30 days each, which can be extended for a further 15 days if a repayment plan is agreed. During this phase, homogeneous portfolios of customers are generated, in order to maximize the

effectiveness of recovery actions / verify and agree on the application of credit limits, also by proposing advanced and / or customized recovery solutions for the customers.

The phases described above are combined with the risk variables and persistence of overdue (in term of days / amounts) as well as with the type of product subject to intervention, determining specific collection process.

The above-mentioned phases may also end in advance, where the absence of useful data for the telephone reminder, the deterioration of the risk profile, any information collected by the internal functions of the Servicer and / or by specialized third-party companies justify it.

Customer support measures

Throughout the credit collection management period, the Servicer can carry out activities aimed at intercept Unlikely to Pay classification, for certain types of products and customer clusters. Furthermore, jointly with Credit Collection activities can be proposed the adoption of ad hoc recovery solutions, after an overall analysis of the files in order to assess the risk and creditworthiness conditions.

Analysis and Default classification

Upon the occurrence of conditions / events detected by the Servicer, also upon notification by an external specialized company ("*Auxiliary*" of the Servicer) and with the discretion of the Servicer itself, showing a decrease of the debtor credit quality, the position will be classified by the Servicer as Default, based on the classification rules in place for single and multi-product customers.

The Servicer, having carried out the customer's performance analysis:

- assigns the correct classification;
- manages the communication process with customers;
- starting the non-performing classification process for in case that the recovery actions have not given positive outcome.

C – Credit Default management

In addition to the correct classification the Servicer assesses the credits overseeing the credits recovery jointly with the Auxiliaries.

Notably Servicer's Auxiliaries will take all out-of-court and / or judicial initiatives that are available and / or appropriate for the management of the Credits to be recovered, in accordance with the procedures described below. They analyse all the available documentation related to the Credit and received by the Servicer and will transfer all the data relating to the case to their own managerial system.

The Servicer Auxiliaries manager will attempt a first contact with the customer, ensuring that they have not been found unavailable, by phone, letter or other suitable method including any personal contact. Within predetermined limits, an external consultant / third-party company, selected according to predetermined criteria, can also be appointed to assist the internal manager, whose activity is placed under the strict control of the internal manager and whose assignment will normally last 60 days,

potentially extendable, and upon expiry of which it will be alternated by another external consultant / third company.

The Servicer's Auxiliaries manager, also making use of external consultants / third-party companies, will try to resolve the case through extrajudicial activities, based on the negotiation with the Assigned Debtor in accordance with the authorisations conferred and in agreement with the Servicer.

The debt positions settlement proposal will therefore be formulated by the Servicer Auxiliary manager in accordance with the authorisations reported in the Servicing Agreement.

The proposal will be subject to a resolution approval by the competent authority of the Servicer Auxiliary, based on the delegation system provided by the Auxiliary of the Servicer itself. The outcome of the decision will then be communicated to the Assigned Debtor.

If the proposal is accepted by the competent authority, the data connected to the new agreed repayment plan will be uploaded to the managerial system, in order to allow it to be monitored. In absence of execution by the Assigned Debtor of the payments due under the negotiated solution the resolution will be invalidated, as reported by the managerial system.

If the decision of the competent authority on the proposal is instead negative and it is not possible to define alternative solutions the Servicer will proceed to legal procedures if deemed appropriate or convenient with the notification of the precept and therefore the possible seizure also on third parties according to the procedures established by law. For the judicial activity, the Servicer Auxiliary will make use of external lawyers of his choice with proven experience in the judicial activity of credit recovery, who make use of the same managerial system that allows the timely monitoring of the judicial activity itself.

In any case, even while judicial activity is pending, every initiative, including extrajudicial one, aimed at recovering the credit will be cultivated in order to maximize recoveries and minimizing costs.

Once all the activities and recovery attempts with the customer have proved unsuccessful and, in the opinion of the Servicer Auxiliary, no other actions are possible to recover the due amount, the Servicer Auxiliary will be able to proceed with the sale of the Credit, in compliance with precise conditions established in the Servicing contract.

At the conclusion of the judicial and / or out-of-court process, the collection of the repayments or, in case of a negative outcome, the simple closure of the assignment takes place.

In any case, the Servicer Auxiliary communicates to the Servicer the total or partial recovery of the Credit or the impossibility, inconvenience of further judicial or extrajudicial activities.

D – Credit disposal

Finally, in accordance with and within the limits set by the Servicing contract, once the market conditions, economic sustainability and recovery expectations have been assessed, the Servicer is given the right to proceed, at market conditions, with the assignment of the receivable relating to positions with payments in arrears and classified as Unlikely to Pay or *Sofferenza*.

Guarantee execution

Regarding the overdue monitoring and the management of not performing Loans in the Servicing Agreement, it is expressly envisaged that, if the Loans are backed by guarantees, the Servicer will make any profit activity aimed at enforcing these, in order to ensure credit satisfaction.

Regarding the omnibus guarantees (also pledges defined to guarantee various debt of the Debtor), and considering that they were not taken into account when determining the purchase price of the receivables, the Servicer will have the right to take the most appropriate actions for the purpose of achieving greater efficiency of the action *vis-à-vis* to the Debtor and the Guarantor, considering as a single whole the exposure of the Originator and the Buyer as a whole guaranteed by the omnibus guarantee.

The Servicer, in the absence of indications from the guarantor, will therefore be able to charge the proceeds from the enforcement of the credit which, according to its prudent assessment, it is appropriate to extinguish first, possibly also renouncing the criterion of proportionality, to the extent determined at the time of the transfer of the credits. For the purposes of the foregoing, the Servicer will also have the right to proceed on behalf of the Purchaser with any waivers of the guarantee, where appropriate.

THE ISSUER

Introduction

The Issuer was incorporated in the Republic of Italy pursuant to the Securitisation Law on 30 May 2023 as a *società a responsabilità limitata* under the name "ARTS Consumer 2023 S.r.l.". The Issuer's by-laws provides for termination of the same on 31 December 2100. The registered office of the Issuer is in Viale dell'Agricoltura, 7, 37135 Verona, Italy, the fiscal code and enrolment number with the companies register of Verona is 05419700264. The Issuer is registered in the register of special purpose vehicles held by Bank of Italy pursuant to the regulation issued by the Bank of Italy on 7 June 2017 with number 48456.8. The legal entity identifier (LeI) code of the Issuer is 8156001A777D1D528B98. The Issuer has no employees and no subsidiaries.

The authorised and issued quota capital of the Issuer is Euro 10,000.00, paid up and entirely held by Stichting Vettore, a Dutch foundation (*stichting*) incorporated under the laws of The Netherlands and having its registered office at Locatellikade 1, 1076 AZ, Amsterdam, the Netherlands and enrolled at the Chamber of Commerce in Amsterdam with number 87909154. The Issuer is not indirectly owned or controlled by any entity other than the Quotaholder; the corporate capital of the Quotaholder is not directly or indirectly controlled by any other entity. Under the Quotaholder's Agreement, the Quotaholder has undertaken to exercise the voting rights and the other administrative rights in such a way as not to prejudice the interests of the Noteholders.

Since the date of its incorporation, the Issuer has not commenced operations other than those incidental to its incorporation, authorising the issue of the Notes and the entering into the documents referred to in this Prospectus and matters which are incidental or ancillary to the foregoing.

The Issuer has not declared or paid any dividends or, save as otherwise described in this Prospectus, incurred any indebtedness.

Further information on the Issuer is available on the website of the Securitisation Repository. It is understood that such website is for information purposes only, do not form part of this Prospectus and have not been scrutinised or approved by the competent authority.

For further details, see the section headed "*General Information*".

Issuer's principal activities

The sole corporate object of the Issuer as set out in article 3 of its by-laws (*statuto*) and in compliance with the Securitisation Law is to perform securitisation transactions (*operazioni di cartolarizzazione*) and issue asset backed securities.

The Issuer was established in Italy as a multi-purpose vehicle and accordingly it may carry out further securitisation transactions in addition to the Securitisation, subject to the provisions set forth in Condition 5 (*Covenants*).

Condition 5 (*Covenants*) provides that, *inter alia* and for so long as any of the Notes remain outstanding, the Issuer shall not, unless with the prior written consent of the Representative of the Noteholders and as provided in the Conditions and the Transaction Documents, incur any other indebtedness for borrowed monies (except in relation to any further securitisation carried out in accordance with the

Transaction Documents) engage in any activities (other than acquiring and holding the assets on which the Notes are secured, issuing the Notes and entering into the Transaction Documents to which it is a party or entering into further permitted securitisations), pay any dividends, repay or otherwise return its quota capital, have any subsidiaries, employees or premises, consolidate or merge with any other person, convey or transfer its property or assets to any person (otherwise than as contemplated in the Conditions or in the Intercreditor Agreement), or increase its quota capital.

The Issuer has covenanted in the Intercreditor Agreement to observe, *inter alia*, those restrictions which are detailed in Condition 5 (*Covenants*).

Sole director

The current sole director of the Issuer is Mr Guido Cinti, appointed by the Quotaholder from the date of incorporation until the date of resignation or revocation. The domicile of Mr Guido Cinti, in its capacity of sole director of the Issuer, is at Viale dell'Agricoltura, 7, 37135 Verona, Italy.

As at the date of this Prospectus, no board of statutory auditors is appointed.

The Quotaholder's Agreement

Pursuant to the terms of the Quotaholder's Agreement entered into on or about the Issue Date, the Quotaholder has agreed, *inter alia*, not to amend the by-laws (*statuto*) of the Issuer and not to pledge, charge or dispose of the quota (save as set out below) of the Issuer without the prior written consent of the Representative of the Noteholders. Pursuant to the Quotaholder's Agreement, (i) the Quotaholder has granted to the Originator the option to purchase the 100 per cent stake of the Issuer quota capital owned by the Quotaholder after the date on which the Notes or any other notes issued by the Issuer in connection with further securitisations permitted pursuant to Condition 5.11 (*Further securitisations*) have been redeemed in full or cancelled, and (ii) the Originator has granted to the Quotaholder the option to sell to the Originator such 100 per cent stake of the Issuer quota capital after the date on which the Notes or any other notes issued by the Issuer in connection with further securitisations permitted pursuant to Condition 5.11 (*Further securitisations*) have been redeemed in full or cancelled. The Quotaholder's Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by, and will be construed in accordance with, Italian law.

The Issuer believes that the provisions of the Quotaholder's Agreement and of the other Transaction Documents are adequate to ensure that the participation by the Quotaholder in the quota capital of the Issuer is not abused.

The Stichting Corporate Services Agreement

Pursuant to the terms of the Stichting Corporate Services Agreement entered into on or about the Issue Date between the Issuer, the Quotaholder and the Stichting Corporate Services Provider, the parties set out the duties to be performed by the Stichting Corporate Services Provider in respect of the Quotaholder. In particular, pursuant to the Stichting Corporate Services Agreement, the Stichting Corporate Services Provider is responsible for the provision of services to, and the management and administration of, the Quotaholder and all matters incidental thereto. In the performance of its services, the Stichting Corporate Services Provider has undertaken to monitor that the Quotaholder complies with the provisions of the Quotaholder Agreement and the by-laws of the Issuer.

Capitalisation and indebtedness statement

The capitalisation of the Issuer as at the date of this Prospectus, adjusted for the issue of the Notes, is as follows:

Quota capital	**Euro**
Issued, authorised and fully paid up capital	10,000.00
Loan capital	**Euro**
€669,500,000 Class A Asset Backed Floating Rate Notes due November 2065	669,500,000
€14,900,000 Class B Asset Backed Floating Rate Notes due November 2065	14,900,000
€49,100,000 Class C Asset Backed Floating Rate Notes due November 2065	49,100,000
€27,500,000 Class D Asset Backed Floating Rate Notes due November 2065	27,500,000
€86,300,000 Class E Asset Backed Floating Rate Notes due November 2065	86,300,000
€100,000 Class F Asset Backed Fixed Rate and Variable Return Notes due November 2065	100,000
€12,300,000 Subordinated Loan Agreement due November 2065	12,300,000
Total loan capital	859,700,000
Total capitalisation and indebtedness	859,710,000

Subject to the above, as at the date of this Prospectus, the Issuer has no borrowings or indebtedness in respect of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities.

Financial statements and auditors' report

The Issuer's accounting reference date is 31 December in each year. As at the date of this Prospectus, no financial statements have been drawn up and no auditors have been appointed.

THE REPRESENTATIVE OF THE NOTEHOLDERS, THE CALCULATION AGENT AND THE BACK-UP SERVICER FACILITATOR

"BANCA FINANZIARIA INTERNAZIONALE S.P.A.", breviter "BANCA FININT S.P.A.", a bank incorporated under the laws of Italy as a "*società per azioni*", having its registered office in Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, share capital of Euro 91,743,007.00 fully paid up, tax code and enrolment in the Companies' Register of Treviso-Belluno number 04040580963, VAT Group "*Gruppo IVA FININT S.P.A.*" - VAT number 04977190265, registered in the Register of the Banks under number 5580 pursuant to article 13 of the Consolidated Banking Act and in the Register of the Banking groups as Parent Company of the Banca Finanziaria Internazionale Banking Group, member of the "*Fondo Interbancario di Tutela dei Depositi*" and of the "*Fondo Nazionale di Garanzia*".

The information set out above relates to Banca Finanziaria Internazionale S.p.A. and has been prepared by it. The delivery of this Prospectus is not intended to imply that there has been no change in the affairs of Banca Finanziaria Internazionale S.p.A. since the date hereof, or that the information contained or referred to in this Prospectus is correct as of any time after such date.

THE PRINCIPAL PAYING AGENT AND THE ADDITIONAL ACCOUNT BANK

In the context of the Securitisation, BNP Paribas, Italian Branch acts as Additional Account Bank and Principal Paying Agent through its Securities Services business line.

The Securities Services business of BNP Paribas is a multi-asset servicing specialist with local expertise in 35 markets around the world and a global reach covering 90+ markets. This extensive network enables BNP Paribas to provide its institutional investor clients with the connectivity and local knowledge they need to navigate change in a fast-moving world.

As of 31 March 2023, Securities Services had USD 13 trillion in assets under custody, USD 2.7 trillion in assets under administration and 9,355 funds administered. At the date of this Prospectus, the BNP Paribas Group currently has Long Term Senior Debt Rating of "A+" with stable outlook from S&P, "Aa3" with stable outlook from Moody's Investors Service, Inc. ,"AA-" with stable outlook from Fitch Ratings, Ltd and "AA (low)" with stable outlook from DBRS.

The information contained in paragraphs above relates to BNP Paribas, Italian Branch and has been obtained from it. This information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by BNP Paribas, Italian Branch, no facts have been omitted which would render the reproduced information inaccurate or misleading. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of BNP Paribas, Italian Branch since the date hereof, or that the information contained or referred to herein is correct as of any time subsequent to such date.

USE OF PROCEEDS

The proceeds of the Notes available to the Issuer on the Issue Date, consisting of:

(i) the proceeds deriving from the issue of the Class A Notes, being €669,500,000;

(ii) the proceeds deriving from the issue of the Class B Notes, being €14,900,000;

(iii) the proceeds deriving from the issue of the Class C Notes, being €49,100,000;

(iv) the proceeds deriving from the issue of the Class D Notes, being €27,500,000;

(v) the proceeds deriving from the issue of the Class E Notes, being €86,300,000;

(vi) the proceeds deriving from the issue of the Class F Notes, being €100,000,

will be applied by the Issuer on the Issue Date as follows:

(a) to pay to the Originator the Principal Component of the Purchase Price for the Initial Portfolio pursuant to the terms of the Master Receivables Purchase Agreement; and

(b) to credit €65,859.02 to the Payments Account.

The proceeds of the Subordinated Loan drawn down by the Issuer under the terms and conditions set out in the Subordinated Loan Agreement will be applied on the Issue Date as follows:

(i) to establish the Cash Reserve in an amount equal to Euro 12,200,000 (*i.e.*, the Initial Cash Reserve Amount); and

(ii) to fund the Retention Amount in an amount equal to Euro 100,000.

DESCRIPTION OF CERTAIN TRANSACTION DOCUMENTS

The description of the Transaction Documents set out below is an overview of certain features of each such Transaction Document and is qualified by reference to the detailed provisions of such documents. Prospective Noteholders may inspect copies of the Transaction Documents on the Securitisation Repository.

1 THE MASTER RECEIVABLES PURCHASE AGREEMENT

Sale of the Initial Portfolio

Pursuant to the Master Receivables Purchase Agreement entered into on 4 September 2023, the Originator has assigned and transferred without recourse (*pro soluto*) and as a pool (*in blocco*) to the Issuer, and the Issuer acquired without recourse (*pro soluto*), pursuant to the provisions of articles 1 and 4 of the Securitisation Law, the Initial Portfolio which satisfied the Criteria set forth in the Master Receivables Purchase Agreement. For a description of the Criteria, see the section headed "*The Master Portfolio*".

The transfer of the Receivables included in the Initial Portfolio has been rendered enforceable against the Originator and any third party through (i) the publication of a notice of transfer in the Official Gazette – Part II no. 108 of 14 September 2023, and (ii) the registration of the transfer in the competent companies' register of Verona on 18 September 2023.

Purchase Price of the Initial Portfolio

The Principal Component of the Existing Receivables Individual Purchase Price included in the Initial Portfolio shall be paid by the Issuer to the Originator in the amount of Euro 847,334,140.98, definitively and irrevocably on the later in chronological order between the Issue Date and the date on which the formalities referred to in clause 13.1.1, paragraphs (i) and (ii), of the Master Receivables Purchase Agreement have been completed.

The Other Component of the Existing Receivables Individual Purchase Price included in the Initial Portfolio (amounting to Euro 3,492,722.58) shall be paid on the first Payment Date and, if applicable, on the following Payment Dates, within the limits of the Interest Available Funds on each Payment Date and in accordance with the applicable Priority of Payments.

Sale of Subsequent Portfolios

In addition, pursuant to the Master Receivables Purchase Agreement and the relevant Receivables Purchase Agreements, the Originator may transfer without recourse (*pro soluto*) and as a pool (*in blocco*) to the Issuer, which shall purchase, pursuant to the combined provisions of articles 1 and 4 of the Securitisation Law, Subsequent Portfolios during the Revolving Period, provided that no Purchase Termination Event has occurred and subject to the satisfaction of certain conditions set out in clause 8 of the Master Receivables Purchase Agreement.

Purchase Price of the Subsequent Portfolios

The Principal Component of the Existing Receivables Individual Purchase Price included in the relevant Subsequent Portfolio shall be paid by the Issuer to the Originator on the later of the Payment Date immediately following the transfer of the relevant Subsequent Portfolio and the date on which the formalities referred to in clause 13.1.1, paragraphs (i) and (ii), of the Master

Receivables Purchase Agreement have been completed, within the limits of the Principal Available Funds on such Payment Date and subject to the applicable Priority of Payments.

The Other Component of the Existing Receivables Individual Purchase Price included in the relevant Subsequent Portfolio shall be paid on the Payment Date immediately following the completion of the formalities referred to in clause 13.1.1, paragraphs (i) and (ii), of the Master Receivables Purchase Agreement within the limits of the Interest Available Funds on such Payment Date and in accordance with the applicable Priority of Payments.

Purchase Price of the Future Receivables

The Principal Component of the Future Receivables Individual Purchase Price included in the Initial Portfolio or in the relevant Subsequent Portfolio shall be paid by the Issuer to the Originator on the later of the Payment Date immediately following the relevant Arising Date and the date on which the formalities referred to in clause 13.1.2, paragraphs (i) and (ii), of the Master Receivables Purchase Agreement have been completed, within the limits of the Principal Available Funds on such Payment Date and in accordance with the applicable Priority of Payments.

Purchase Termination Events

Upon the occurrence of a Purchase Termination Event during the Revolving Period, the Representative of the Noteholders:

(i) in the case of the Purchase Termination Event under clauses 9.1.2 (*Insolvency of the Originator*), 9.1.3 (*Winding up of the Originator*), 9.1.4 (*Termination of Servicer's appointment*), 9.1.6 (*Principal Deficiency Ledger*), 9.1.7 (*Arrears Ratio*), 9.1.8 (*Breach of Cumulative Default Ratio*), 9.1.9 (*Amount of Principal Available Funds credited to the Reinvestment Ledger*), 9.1.10 (*Failure to offer for sale Subsequent Portfolios*) and 9.1.11 (*Cash Reserve*) of the Master Receivables Purchase Agreements shall; and

(ii) in the case of the other Purchase Termination Events set out in clause 9.1 of the Master Receivables Purchase Agreement, may, in its discretion, or shall, if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding,

deliver a Purchase Termination Notice to the Issuer, the Calculation Agent, the Rating Agencies and the Originator. After the service of a Purchase Termination Notice from the Representative of the Noteholders, the Issuer shall refrain from purchasing any Subsequent Portfolio under the Master Receivables Purchase Agreement. For a description of the Purchase Termination Events see the section headed "*Transaction Overview*".

Purchase Price Adjustment in case of Excluded Receivables

The Master Receivables Purchase Agreement provides that if, with respect to the Initial Portfolio and each Subsequent Portfolio, it is determined, after the relevant Transfer Date, that any of the Receivables included in the relevant List of Receivables did not meet the relevant Criteria as of the relevant Valuation Date and therefore should not have been included in the scope of the relevant transfer (each an "**Excluded Receivable**"), such Excluded Receivable shall be deemed,

with effect *ex tunc*, as never having been transferred to the Issuer under the Master Receivables Purchase Agreement and/or the relevant Receivables Purchase Agreement.

In such cases, the Initial Purchase Price of the Initial Portfolio and/or the relevant Subsequent Portfolio shall be adjusted accordingly and the Originator shall pay to the Issuer an amount equal to:

(i) the Principal Component of the Individual Purchase Price paid by the Issuer, pursuant to clause 3.2 of the Master Receivables Purchase Agreement, in respect of such Excluded Receivables, calculated as of the relevant Valuation Date and/or, as the case may be, the relevant Arising Date; minus

(ii) an amount equal to the aggregate of the Principal Instalments collected by the Issuer with respect to such Excluded Receivables from the relevant Valuation Date (included) and/or, as the case may be, the relevant Arising Date (included) up to and including the date on which the payment provided for in clause 4.2 of the Master Receivables Purchase Agreement is made; plus

(iii) an amount equal to the aggregate of any expenses specifically incurred by the Issuer in connection with such Excluded Receivables; plus

(iv) an amount equal to the weighted average interest applicable to the Rated Notes then outstanding, calculated on the difference resulting from the computation of (a) and (b) above, from the date of payment of the amounts referred to in this clause 4.2 of the Master Receivables Purchase Agreement to the first Payment Date following the exclusion of such Excluded Receivables, calculated on the basis of the ratio of the number of days elapsed to a year of 360 days; plus

(v) an amount equal to the aggregate of the Accrued Interests on the Excluded Receivables up to the date on which the payment provided for above is made.

Purchase Price Adjustment in case of Included Receivables

The Master Receivables Purchase Agreement provides that if there are, following the relevant Transfer Date, Receivables that satisfied the relevant Criteria as of the relevant Valuation Date, but that have not been included in the relevant List of Receivables (each an "**Included Receivable**"), such Included Receivables shall be deemed to be included in the scope of the relevant transfer and, accordingly, shall be deemed to be assigned and transferred to the Issuer under the Master Receivables Purchase Agreement and the relevant Receivables Purchase Agreement, with legal effects from the relevant Transfer Date, without prejudice to the effects of any assignments thereof previously made by Originator to bona fide third party purchasers.

In such cases, the Initial Purchase Price of the Initial Portfolio and/or the relevant Subsequent Portfolio shall be adjusted accordingly and the Issuer shall pay to the Originator an amount equal to:

(i) the Individual Purchase Price relating to such Receivable calculated as of the relevant Valuation Date and/or, as the case may be, the relevant Arising Date; minus

(ii) an amount equal to the aggregate of the principal amounts, Accrued Interest and other components of the relevant Receivable (other than the Initial Outstanding Principal and the Accrued Interest) - which have been taken into account for purposes of calculating the Individual Purchase Price - collected by the Originator in respect of such Receivable from the relevant Valuation Date (included) and/or, as the case may be, the relevant Arising Date (included) up to and including the date on which the payment provided for in above is made; plus

(iii) an amount equal to the aggregate of any expenses incurred and duly documented by the Originator in connection with such receivable.

Repurchase option of the Master Portfolio

Pursuant to clause 15.2 of the Master Receivables Purchase Agreement, the Originator has an option pursuant to article 1331 of the Italian civil code to repurchase from the Issuer as a pool (*in blocco*) and without recourse (*pro soluto*) pursuant to article 58 of the Consolidated Banking Act, the Master Portfolio then outstanding from the first Payment Date on which the Outstanding Principal of the Master Portfolio is equal to or lower than 10% of the Outstanding Principal of the Receivables comprised in the Initial Portfolio as at the Issue Date, and on each immediately following Payment Date (the "**Clean Up Date**") and/or on any Payment Date following the occurrence of a Regulatory Change Event and/or a Tax Event, at a price equal to the sum of:

(i) in relation to the Receivables classified as Defaulted Receivables and Delinquent Receivables, the last available net book value on the balance sheet of the Issuer; and

(ii) in the case of Receivables which are not classified as Defaulted Receivables and Delinquent Receivables, the aggregate of the Outstanding Principal and interest accrued and unpaid on the Receivables (other than the Defaulted Receivables and the Delinquent Receivables) at the end of the immediately preceding Calculation Period.

Individual Receivables Call Option

Pursuant to clause 15.4 of the Master Receivables Purchase Agreement, the Originator has an option pursuant to article 1331 of the Italian civil code to repurchase from the Issuer individual receivables in case any of the conditions specified in the Master Receivables Purchase Agreement with regard to such Receivable(s) with the risk of negatively affecting, directly or indirectly, the Originator's image and/or reputation, are satisfied. The Individual Receivables Call Option may be exercised provided that (A) the aggregate amount of the Outstanding Principal of the Receivables repurchased does not exceed an amount equal to 5% of the Outstanding Principal of the Initial Portfolio as at the relevant Valuation Date, and (B) such repurchase will not be made for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit.

Applicable law and jurisdiction

The Master Receivables Purchase Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by and shall be construed in accordance with Italian law.

2 THE WARRANTY AND INDEMNITY AGREEMENT

On 4 September 2023, the Issuer and the Originator entered into the Warranty and Indemnity Agreement, pursuant to which the Originator has given certain representations and warranties in favour of the Issuer in relation to the Receivables and certain other matters and has agreed to indemnify the Issuer in respect of certain liabilities of the Issuer that may be incurred in connection with the purchase and ownership of the Receivables.

Representations and warranties given by the Originator

The following representations and warranties have been given by the Originator:

1. **Representations and warranties related to the Originator**

(a) The Originator is a bank duly incorporated as a joint stock company (*società per azioni*), validly existing and in good standing under the laws of the Republic of Italy, enrolled with the register of banks held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act and has full corporate power and authority to enter into and perform the obligations undertaken by it under, by reason of or pursuant to, the Warranty and Indemnity Agreement and all other Transaction Documents to which it is or will be a party;

(b) the Originator is a credit institution and its "home Member State" (as that term is defined in article 2 of Directive 2001/24/EC on the reorganisation and winding up of credit institutions) is located within the territory of the Republic of Italy, for the purpose of articles 20(2) and 20(3) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(c) the Originator has duly and timely requested and obtained all the permits, licenses, and authorisations necessary to carry out its activity as it is carried out today and to comply with all the obligations set out in the Warranty and Indemnity Agreement and the other Transaction Documents to which it is or will be a party, and such permits, licenses, authorisations are valid and effective;

(d) the Originator's execution and performance of the Warranty and Indemnity Agreement and of all other Transaction Documents to which it is or will be a party and the fulfilment of the obligations set out therein:

(i) fall within the corporate object of the Originator;

(ii) have been duly authorised and approved by the competent body of the Originator;

(iii) do not require the authorisation, permit or consent of any public administration or authority, save for those authorisations, permits or consents which have already been obtained by the Originator;

(iv) do not constitute non-performance or breach, or a waiver of any right, nor cause a breach of any limitation to which the Originator or its directors are subject pursuant to:

(1) its memorandum of incorporation (*atto costitutivo*);

(2) its by-laws (*statuto*);

(3) any law, rule or regulation applicable to it;

(4) any agreement, deed, document binding on the Originator; or

(5) any court decision, arbitration award, injunction or ruling binding or affecting the Originator or its assets;

(e) the execution by the Originator of the Warranty and Indemnity Agreement and all other Transaction Documents to which it is or will be a party constitute legal, valid and binding obligations of the Originator, are not subject to avoidance (*annullamento*) or termination (*rescissione*) and are fully and immediately enforceable against it in accordance with their terms and conditions;

(f) the Originator is solvent and, to the best of its knowledge, there is no fact or matter which might render the Originator insolvent, unable to duly perform its obligations, or subject to any insolvency proceedings, nor has it taken any corporate action for its winding up or dissolution, nor has any other action been taken against or in respect of it which might adversely affect its ability to effect the sale and transfer of the Receivables pursuant to the terms of the Master Receivables Purchase Agreement or to perform its obligations under the Warranty and Indemnity Agreement or the other Transaction Documents to which it is or will be a party, nor will it be rendered insolvent as a consequence of entering into the Warranty and Indemnity Agreement and/or any other Transaction Document to which it is or will be a party;

(g) to the best of the Originator's knowledge, there is no litigation, arbitration or administrative proceeding before any court, tribunal or government body, pending or threatened in writing against the Originator which may adversely affect the Originator's ability to transfer the Receivables pursuant to the Master Receivables Purchase Agreement, or which might or could reasonably affect the Originator's ability to observe and perform its obligations under the Warranty and Indemnity Agreement or any other Transaction Document to which it is or will be a party;

(h) the Originator is not obliged under the laws of the Republic of Italy to make any withholding or deduction on amounts due pursuant to the Warranty and Indemnity Agreement or the other Transaction Documents to which it is or will be a party or on amounts due by a Debtor, a Guarantor or any other third parties connected to the Receivables and the Loan Agreements;

(i) all taxes, duties and fees of any kind, required to be paid by the Originator in connection with each Loan, each Loan Agreement and the execution of any other agreement, deed or document or the performance and fulfilment of any action or formality relating thereto, have been duly and timely paid by the Originator;

(j) since the date of the last Originator's consolidated financial statements, no significant negative changes have occurred to the Originator's economic-financial and administrative conditions which may have a material adverse effect on its capacity to perform and duly comply with all the obligations pursuant to the Warranty and Indemnity Agreement and the other Transaction Documents to which it is or will be a party;

(k) to the best of the Originator's knowledge, the Originator is not in default under any agreement to which it is a party, except for any default for which, or as a result of which, its ability to duly comply and perform all of its obligations under the Warranty and Indemnity Agreement and all other Transaction Documents to which it is or will be a party would not be negatively affected; and

(l) the payment obligations of the Originator under the Warranty and Indemnity Agreement and all other Transaction Documents to which it is or will be a party constitute claims against it which rank at least *pari passu* with the claims of all other unsecured unsubordinated creditors, save for those claims which are preferred by any applicable laws, and solely to the extent provided by such laws.

2. **Representations and warranties related to the Receivables**

(a) *Principal outstanding*: each Receivable included in the Initial Portfolio is, and each Receivable included in each Subsequent Portfolio will be, outstanding, as to principal, in an amount equal to the Initial Outstanding Principal as set forth in the relevant List of Receivables, save for any amount repaid from the relevant Valuation Date (excluded) to the relevant Transfer Date, and constitute (or will constitute, as the case may be) legal, valid and binding obligations of the Debtors;

(b) *Ownership – transferability*: as of the relevant Valuation Date or Arising Date, each Receivable included in the Initial Portfolio is, and each Receivable included in each Subsequent Portfolio will be (i) fully and unconditionally owned by, and available to, the Originator, (ii) not subject to any lien (*pignoramento*), seizure (*sequestro*) or other charges in favour of any third party, (iii) freely transferable to the Company, and (iv) not in a condition that can be foreseen to adversely affect the enforceability of the transfer of such Receivable under the Master Receivables Purchase Agreement for the purpose of article 20(6) of the EU Securitisation Regulation;

(c) *No disposal*: the Originator has not assigned (whether absolutely or by way of security), charged, transferred, amended or otherwise disposed of any of the Loan Agreements, the Loans and/or the Receivables or otherwise created, allowed creation of, or constitution of any lien, pledge, encumbrance, or any other right, claim or beneficial interest of any third party on any of the Loan Agreements, the Loans and/or the Receivables;

(d) *Security*: the Receivables included in the Initial Portfolio are, and the Receivables included in each Subsequent Portfolio will be, not secured with any security

which is not transferred to the Company pursuant to the Master Receivables Purchase Agreement;

(e) *Pool*: the Receivables included in the Initial Portfolio, and the Receivables included in each Subsequent Portfolio constitute (or will constitute, as the case may be) a plurality of monetary claims identified as a pool (*pluralità di crediti pecuniari individuabili in blocco*), pursuant to the combined provision of articles 1 and 4 of the Securitisation Law;

(f) *Transfer to the Company*: the transfer of the Receivables to the Company pursuant to the Master Receivables Purchase Agreement shall not impair or affect in any manner whatsoever the obligation of the relevant Debtors to pay the amounts outstanding in respect of any Receivables. The transfer of the Receivables pursuant to the Master Receivables Purchase Agreement would not violate or result in any violation of the terms of the Loan Agreements by the Originator;

(g) *Data protection*: in the administration and management of the Receivables and of the Loan Agreements, the Originator has fully complied with the applicable rules concerning data and privacy protection, including, without limitation, with all the provisions of Privacy Law;

(h) *No exposure in default*: as at the relevant Valuation Date as to the Existing Receivables (or Arising Date, as to the Future Receivables) and as at the relevant Transfer Date, the Receivables comprised in the Initial Portfolio are not, and the Receivables comprised in each Subsequent Portfolio will not be, qualified as exposures in default within the meaning of article 178, paragraph 1, of the CRR or as exposures to a credit-impaired debtor or guarantor, who, to the best of the Originator's knowledge:

(i) has 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 three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the relevant Transfer Date;

(ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history; or

(iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than the ones of comparable exposures held by the Originator which have not been assigned to the Company under the Securitisation,

in each case for the purpose of article 20(11) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(i) *Compliance with Securitisation Law*: the assignment of the Receivables to the Company complies with the Securitisation Law;

(j) *Portfolio of homogenous rights*: as at the relevant Valuation Date as to the Existing Receivables (or Arising Date, as to the Future Receivables) and as at the relevant Transfer Date, the Receivables are or will be, as the case may be, homogeneous in terms of asset type taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit-risk and prepayment characteristics, given that: (i) all Receivables have been or will be, as the case may be, originated by UniCredit S.p.A. based on similar loan disbursement policies which apply similar approaches to the assessment of credit risk associated with the underlying exposures; and (ii) all Receivables have been or will be, as the case may be, serviced by UniCredit S.p.A. according to similar servicing procedures;

(k) *Homogeneity factor*: the Receivables reflect or will reflect, as the case may be, at least the homogeneity factor of the "jurisdiction of the obligors", being all the Debtors resident in the Republic of Italy as at the relevant Valuation Date as to the Existing Receivables or Arising Date as to the Future Receivables;

(l) *Asset category*: as at the relevant Valuation Date as to the Existing Receivables (or Arising Date, as to the Future Receivables) and as at the relevant Transfer Date, the Receivables fall or will fall, as the case may be, within the asset category named "*credit facilities to individuals for personal, family or household consumption purposes*";

(m) *Criteria*: the Originator has selected (and will select, as the case may be) the Receivables on the basis and in compliance with the Criteria that have been (and will be, as the case may be) correctly applied. To the best of the Originator's knowledge, there are no (and there will not be):

(i) Receivables (other than the randomly selected exposures in accordance with option (c) of article 6(3) of the EU Securitisation Regulation (and the applicable Regulatory Technical Standards)) deriving from the Loan Agreements that meet the Criteria and should have been included in the Receivables listed in schedule 10 to the Master Receivables Purchase Agreement (and, as the case may be, schedule B to the relevant Transfer Proposal) and have not been included; and

(ii) Receivables listed in schedule 10 to the Master Receivables Purchase Agreement (and, as the case may be, schedule B to the relevant Transfer Proposal) which do not meet the Criteria;

(n) *Origination*: the Receivables comprised in the Initial Portfolio have been, and the Receivables comprised in each Subsequent Portfolio will be, originated in the ordinary course of the Originator's business in accordance with credit policies which are no less stringent than those that the Originator applied at the time of origination to similar exposures that have not been (or will not be, as the case may be) assigned in the context of the Securitisation, for the purpose of article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(o) *One payment made*: as of the date of transfer of each Receivable, the relevant Debtors have made at least one payment in relation to the relevant Loan Agreement, for the purpose of article 20(12) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(p) *Receivables constituting valid obligations*: the Receivables comprised in the Initial Portfolio constitute, and the Receivables comprised in each Subsequent Portfolio will constitute, valid and lawful obligations, binding and enforceable on each party thereto, with full recourse to the Debtors for the purpose of article 20(8) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(q) *Losses on Receivables*: the Originator has not selected Receivables to be transferred to the Issuer with the aim of rendering losses on the Receivables transferred (and that will be transferred, as the case may be) to the Issuer, measured over the life of the Securitisation – or over a maximum of 4 years where the life of the Securitisation is longer than four years – higher than the losses over the same period on assets having characteristics comparable to the Receivables held on the balance sheet of the Originator;

(r) *No transferable securities*: the Initial Portfolio does not, and each Subsequent Portfolio will not, comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU, for the purpose of article 20(8) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(s) *No securitisation positions*: the Initial Portfolio does not, and each Subsequent Portfolio will not, comprise any securitisation positions, for the purpose of article 20(9) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(t) *Outstanding Balance of the Receivables*: as at the Valuation Date the Outstanding Balance of the Receivables owed by the same Debtor does not exceed 2 per cent. of the aggregate Outstanding Balance of all Receivables comprised in the Master Portfolio, for the purpose of article 243(2)(a) of the CRR;

(u) *No Receivables depending on sale of assets*: there are no Receivables that depend on the sale of assets to repay their Outstanding Principal at contract maturity for the purpose of article 20(13) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria since the Loans are not secured over any specified asset;

(v) *No derivatives*: the Initial Portfolio does not, and each Subsequent Portfolio will not, comprise any derivatives, for the purpose of article 21(2) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(w) *Interest rate calculation*: as at the relevant Valuation Date as to the Existing Receivables (or Arising Date, as to the Future Receivables), the Receivables included in the Initial Portfolio arise, and the Receivables included in each Subsequent Portfolio will arise, from Loans having an interest rate determined on the basis of generally used market interest rates, or generally used sectoral

rates reflective of the cost of funds, and which are not based on complex formulas or derivatives for the purpose of article 21(3) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(x) *Debtors' prepayment right*: all the Debtors have the right, pursuant to the relevant Loan Agreement, to prepay (in whole or in part), their debts;

(y) *Retail exposure pursuant to article 123 of the CRR*: each Receivable included in the Initial Portfolio complies, and each Receivable included in each Subsequent Portfolio will comply, with the criteria set out in article 123 of the CRR; and

(z) *International Financial Reporting Standard 9:* each Receivable included in the Initial Portfolio is, and each Receivable included in each Subsequent Portfolio will be, to the best of the Originator's knowledge, accounted in the books of the Originator as "Stage 1" according to the International Financial Reporting Standard 9 (IFRS 9) as at the relevant Valuation Date.

3. **Representations and warranties related to the Loan Agreements**

(a) *Loan Agreements – form / no amendments*: all the Loan Agreements have been executed in compliance with the standard forms of Loan Agreements used from time to time by the Originator. After the relevant execution date, no Loan Agreement was modified (save for those amendments and modifications required by applicable law or regulations) in a way that may negatively affect the rights or the claims of the Originator;

(b) *No restructured Loan*: as at the relevant Valuation Date (or Arising Date) and as at the relevant Transfer Date, no Loan falls within the definition of "restructured loan" under the terms of the Bank of Italy's supervisory instructions and/or the Credit and Collection Policies and/or any other internal procedure or manual applied by the Originator, nor within the definition of "loan undergoing restructuring" under the terms of the Bank of Italy's supervisory instructions and/or the Credit and Collection Policies and/or any other internal procedure or manual applied by the Originator;

(c) *Compliance with laws*: each Loan Agreement and any other agreement, deed or document related to the Receivables and/or connected to the aforementioned agreements, was executed, is compliant with and has been performed in compliance with all applicable laws, rules and regulations and banking practices applicable thereto, including, but not limited to, any applicable laws and regulations on personal loans, rules and regulations on usury and on confidentiality of the personal data and, with specific reference to the Loan Agreements governed by the consumer credit provisions set forth in articles 121 and following of the Consolidated Banking Act, without limitation:

(1) laws and regulations on consumer credit (including the provisions on publicity set forth under article 116 and 123 of the Consolidated Banking Act, the provisions relating to the indication, the calculation and the

validity of the global annual effective rate of charge (T.A.E.G.) (also with respect to the kind of amortisation mechanism applied), article 117, paragraphs 1 and 3, article 124 (on pre-contractual obligations), article 125-*bis* (relating to the form of the agreements and to the costs to be borne by the consumer) and article 125-*sexies* (relating to rights of the debtors to prepay the Loan) of the Consolidated Banking Act); and

(2) laws and regulations on protection of the consumers' rights and transparency of contractual conditions (including any notification duties required under such provisions, in particular, those provisions included in the titolo VI, capo I and capo II of the Consolidated Banking Act, article 1469-*bis* of the Italian civil code and the provisions of the Legislative Decree no. 206/2005 (the "**Italian Consumer Code**")), and the provisions of articles 1341, paragraph 2, and 1342 of the Italian civil code;

(d) *No impaired claims*: as at the relevant Valuation Date (or Arising Date) and as at the relevant Transfer Date, no Loan falls within the definition of "*sofferenze*", "*indampienze probabili*" or "*esposizioni scadute e/o sconfinanti deteriorate*" pursuant to the Bank of Italy Circular no. 272 of 30 July 2008 as amended and supplemented form time to time;

(e) *No fraud*: to the best knowledge of the Originator, each Loan Agreement and any other related agreement, deed or document was entered into and executed without any fraud (*frode*) or wilful misconduct (*dolo*) or undue influence by or on behalf of the Originator or any of its directors (*amministratori*), managers (*dirigenti*), officers (*funzionari*) and/or employees (*impiegati*), which would entitle the relevant Debtor to claim against the Originator for fraud or wilful misconduct or to have ground to reasonably repudiate any of the obligations under or in respect of such Loan Agreement and other agreement, deed or document relating thereto;

(f) *Authorisations*: each authorisation, approval, consent, license, registration, recording, authentication or other action which is necessary or appropriate to ensure the validity, legality or enforceability of the rights of, and the obligations undertaken by, the parties to each Loan Agreement and to any other agreement, deed or document relating thereto, have been duly and unconditionally obtained, made or performed as required according to the relevant law provisions and no further action is necessary or appropriate to ensure the validity, legality and enforceability of the rights and of the obligations of the parties to each Loan Agreement, which has not been already duly and unconditionally obtained, made or performed;

(g) *No adverse claim*: as at the relevant Valuation Date, to the best knowledge of the Originator, in relation to each Loan Agreement and/or any Additional Guarantee, no Debtor, Guarantor and/or any other entity/person obliged to make any payment in relation to the Receivables has legal ground to exercise any right of termination, annulment or rescission or to otherwise challenge the

validity of any of the terms and conditions of the relevant Loan Agreement and/or Additional Guarantee, or any ancillary deeds or documents. To the best knowledge of the Originator, as at the relevant Valuation Date, in relation to each Loan Agreement and/or any Additional Guarantee, no Debtor, Guarantor and/or any other entity/person obliged to make any payment in relation to the Receivables has the right to make a counter claim (*domanda riconvenzionale)* or any objection (*eccezione*) in relation to any payment or the performance of any other obligations provided under the Loan Agreement, any Additional Guarantee or other ancillary document. To the knowledge of the Originator, as at the relevant Valuation Date, no Debtor, Guarantor and/or any other entity/person obliged to make any payment in relation to the Receivables, has threatened in writing the exercise of the rights, claims or objections set out above;

(h) *Administration and collection activities*: the disbursement, servicing, administration, collection and recovery practices adopted by the Originator with respect to each Loan Agreement, Loan and Receivable have at all times been conducted in compliance with all applicable laws and regulations and with care, skill and diligence, in a prudent manner and in accordance with the loan management, collection and recovery policies adopted from time to time by the Originator, as well as in accordance with all prudent and customary banking practices;

(i) *Origination of exposures*: the Originator has been originating exposures of a similar nature to those securitised for more than 5 years, for the purpose of article 20(10), last paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(j) *Debtors' creditworthiness*: the Originator has assessed the Debtors' creditworthiness in compliance with the requirements set out in article 8 of Directive 2008/48/EC, for the purpose of article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(k) *No rights in case of assignment*: the Loan Agreements do not contain any clause or provision by means of which the relevant Debtors are granted any specific right or power as a result of the assignment of the Receivables;

(l) *Compliance with data protection*: the Loan Agreements have been entered into in compliance with the provisions of the Privacy Law as of the relevant date of execution;

(m) *Power and capacity*: on the basis of the verifications by the Originator with its highest degree of care (*diligenza*), each party to the Loan Agreements, and each party to any other documents related thereto, was, as of the relevant execution date, fully empowered and authorized to execute the relevant agreement, deed or deed related to the above Loan Agreement and any other related document;

(n) *Credit policy*: all Loans were granted on the basis of the criteria set forth in the procedures and internal guidelines as applicable, from time to time, as attached to the Servicing Agreement;

(o) *Italian law*: each Loan Agreement, any Additional Guarantee and any agreements or deeds relating to the Receivables and/or connected to the above agreements is governed by Italian law;

(p) *Validity*: each Loan Agreement, any Additional Guarantee and any agreement, deed or contract relating to the Receivables and/or connected to the above agreements, is in writing and is valid and binding and constitutes valid, effective, binding obligations of the parties thereto, enforceable in judicial proceedings against the relevant parties, in compliance with the relevant terms and conditions; each party of the Loan Agreements and any Additional Guarantee and in any case the signatories of any deed, agreement or document related thereto, as at the execution date of the relevant agreement, had the full power and capacity to enter into and sign the agreement, deed or document related to such Loan Agreement or Additional Guarantee;

(q) *Originator's obligations*: the Loan Agreements do not provide for any obligation of the Originator other than the obligation of supplying/disbursing the relevant Loan and those obligations which are accessory and/or connected to the latter;

(r) *No breach by the Originator*: the Originator is not, and has not been, in breach, in any material aspect, of any obligations arising out of any Loan Agreement, agreement, deed or document related to the Receivables and/or related to the above mentioned agreements;

(s) *Interest rate*: the interest rates applicable to Loan Agreements have been calculated in accordance with criteria according to which such interest rates are not in breach of the limits set forth under the Usury Law and any implementation decrees related thereto issued from time to time;

(t) *No Loans to employees*: as at the relevant Valuation Date, no Loan was granted to employees of the Originator;

(u) *Disbursement*: as of the relevant Valuation Date and Transfer Date, each Loan has been entirely granted and disbursed directly to the relevant Debtor or on his/her behalf;

(v) *No discharge/subordination*: the Originator has not discharged any Debtor, Guarantor and/or any other entity/person obliged to make any payment in relation to the Receivables, from its respective obligations, nor has it subordinated its own rights to the rights of third party creditors, nor has it waived any of its rights, other than in relation to those payments made in respect of the Receivables, and within the limits of the amount paid, or in accordance with the Collection Policies applied by the Originator;

(w) *No additional agreements*: the Originator did not enter into any further agreement other than the Loan Agreement with any Debtor and no other obligations exist between the Originator or third-parties and the Debtors (including, but not limited to, any ancillary insurance policies, claim for compensation, etc.) which might permit the relevant Debtor or Guarantor to set-off with respect to one or more Receivables according to the consumer credit provisions or other laws or provisions or judicial interpretations;

(x) *No legal disputes*: as at the relevant Valuation Date, no Debtor, Guarantor and/or any other subject obliged to any payment with reference to the Receivables is classified in legal dispute by the Originator, in compliance with the Collection Policies; no Debtor or Guarantor is subject to any insolvency procedure;

(y) *No withdrawal pursuant to article 125-ter of the Consolidated Banking Act*: in relation to the Loan Agreements governed by the consumer credit provisions set forth in articles 121 and following of the Consolidated Banking Act, no Debtor has exercised the right of withdrawal pursuant to article 125-*ter* of the Consolidated Banking Act;

(z) *No "credit linked agreement" pursuant to article 125-quinquies of the Consolidated Banking Act*: in relation to the Loan Agreements governed by the consumer credit provisions set forth in articles 121 and following of the Consolidated Banking Act, no agreement falling within the definition of "credit linked agreement" ("*contratto di credito collegato*") pursuant to article 125-*quinquies* of the Consolidated Banking Act has been executed by the Debtors;

(aa) *Requirements pursuant to Article 125-bis of the Consolidated Banking Act*: the Loans Agreements governed by the consumer credit provisions set forth in articles 121 and following of the Consolidated Banking Act comply with the requirements of article 125-*bis* of the Consolidated Banking Act;

(bb) *No unfair terms*: the Loans Agreements do not contain unfair terms within the meaning and for the purposes of articles 33(1) and (2) and 36(2) of the Italian Consumer Code. All clauses contained in the Loan Agreements are effective against the Debtors;

(cc) *Fixed rate loan*: each Loan constitutes a fixed rate loan and the rate of return is not subject to reduction or variation for the entire duration of the Loan;

(dd) *Credit costs*: credit costs and related financing costs have been detailed and correctly indicated in the European Basic Consumer Credit Information Form (Secci Form) which has been delivered to the Debtor in accordance with any applicable regulations;

(ee) *No discounts*: no Loan Agreement provides for financial facilities, discounts or reductions in principal and/or interest in favour of the Debtors;

4. **Representations and warranties related to the Additional Guarantees**

(a) *Additional Guarantees*: the Receivables do not have the benefit of any ancillary guarantee which is not included in the Receivables or the Additional Guarantee or which has not been otherwise transferred to the Company according to the Master Receivables Purchase Agreement; each Additional Guarantee has been constituted at the same time as the execution of the relevant Loan Agreement to which it refers; each Guarantor was solvent at the date of the granting of the relevant Additional Guarantee; to the best of the Originator's knowledge, at the relevant Transfer Date, there was no pending and/or pre-announced ordinary and/or insolvency revocation actions concerning any Additional Guarantee;

(b) *Validity*: each security constituting an Additional Guarantee has been duly granted, created, perfected and maintained and is valid and effective in accordance with the terms upon which it has been granted by the Originator, and meets all requirements under any applicable laws and regulations and is not affected by any material defect whatsoever;

(c) *No release/cancellation*: the Originator has not (whether in whole or in part) cancelled, released, reduced or consented to cancel, release or reduce any Additional Guarantee other than to the extent such cancellation, release or reduction was in accordance with prudent banking practice in Italy, and when requested by the relevant Debtor and/or any other entity/person obliged to make any payment in relation to the Receivables in circumstances where such cancellation, release or reduction was required by the applicable laws or by the provisions of the relevant Loan Agreement and/or Additional Guarantee. No Loan Agreement and/or Additional Guarantee contain provisions allowing the relevant Debtor and/or any other entity/person obliged to make any payment in relation to the Receivables, to cancellation, release or reduction of the relevant Additional Guarantee other than when, and to the extent, it is required under any applicable law and/or regulation.

5. **Representations and warranties on the information provided**

(a) *Offer - information*: all the information pertaining to the Receivables that the Originator has to provide to the Company, and/or to the relevant agents ("*mandatari con rappresentanza*") and/or consultants for the purposes of and in relation to the Master Receivables Purchase Agreement and/or the other Transaction Documents to which it is a party, or however relating to the Securitisation and in relation to the Loan Agreements, any Additional Guarantees, the Debtors, the Guarantors and/or any other third party obliged to any payment whatsoever with respect to the Receivables and the information necessary in order to determine the Individual Purchase Price are contained within the relevant Offer and in the Receivables statement attached to the relevant Offer;

(b) *Other information*: all data and information that the Originator has provided or has to provide to the Company, the Sole Arranger, the Rating Agencies and/or

to the relevant agents ("*mandatari con rappresentanza*") and/or consultants for the purposes of and in relation to the Warranty and Indemnity Agreement, the Master Receivables Purchase Agreement and/or the other Transaction Documents to which it is a party, or however relating to the Securitisation and to the issuance of the Notes, included but not limited to, data and information in relation to the Loan Agreements, the Receivables, as well as the application of the Criteria are, to the best of the knowledge of the Originator, true and correct on any material aspect, and the Originator has not omitted and will not omit to furnish to the Company, the Sole Arranger and the Rating Agencies any material information which is (or will be) in its possession which may prejudice the Company or the Securitisation; and

(c) *Templates of Loan Agreements*: a copy of all the templates of Loan Agreement from time to time executed and utilised by the Originator to execute the Loan Agreements, has been provided by the Originator to the Company or its representatives and/or delegates, before the date of signing of the Master Receivables Purchase Agreement.

Indemnity obligations of the Originator

Pursuant to the Warranty and Indemnity Agreement, the Originator has undertaken, upon duly documented written request of the Issuer, to indemnify and hold the Issuer, its directors, officers, agents and/or employees and their permitted assignees from and against any and all duly documented damages, losses, claims, lower income (*minor incasso*), costs, loss of income (*lucro cessante*) and expenses (including, but not limited to, legal fees and disbursements and any value added tax thereon if due) awarded against or incurred by the Issuer, its directors, officers, agents, employees and their permitted assignees which arise out of or result from the following events (as better described in the Warranty and Indemnity Agreement):

(i) default of the Originator;

(ii) breach of representations and warranties;

(iii) claims of third parties;

(iv) compounding of interest;

(v) exercise of rights by the Debtors;

within the limits and pursuant to the terms and conditions set forth under the Warranty and Indemnity Agreement.

The Warranty and Indemnity Agreement provides that the obligations of the Issuer to make any payment thereunder shall be limited recourse obligations of the Issuer, in the sense that they shall be equal to the lesser of the nominal amount of such payment and the amount available to the Issuer, if any, applicable in order to make such payment in accordance with the applicable Priority of Payments.

Applicable law and jurisdiction

The Warranty and Indemnity Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by and shall be construed in accordance with Italian law.

3 THE SERVICING AGREEMENT

On 4 September 2023, the Issuer and the Originator entered into the Servicing Agreement, pursuant to which the Issuer has appointed UniCredit S.p.A. as Servicer of the Receivables. The receipt of the Collections is the responsibility of the Servicer acting as agent (*mandatario*) of the Issuer. Under the Servicing Agreement, the Servicer shall credit any amounts collected from the Receivables to the Interim Collection Account by and no later than (a) 4:00 p.m. on the Business Day immediately following the date of collection with a value date equal to the collection date, or (b) if payment is made by the relevant Debtor by postal order, 4:00 p.m. on the second Business Day immediately following the collection with a value date equal to the collection date.

The Servicer will also act as the "*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento e responsabile della verifica della conformità delle operazioni alla legge e al prospetto informativo*" pursuant to article 2, paragraph 3, letter (c) and paragraphs 6 and 6-*bis* of the Securitisation Law.

The Servicer will also be responsible for carrying out, on behalf of the Issuer, in accordance with the Servicing Agreement and the Collection Policy, any activities related to the management, enforcement and recovery of the Delinquent Receivables or the Defaulted Receivables. The Servicer shall be entitled to delegate such activities to one or more of the Servicer's delegates, provided that the Servicer shall remain fully liable vis-à-vis the Issuer for the performance of any activity so delegated. The Servicer is entitled to delegate, to one or more companies fulfilling the prerequisites set forth in the Servicing Agreement, certain activities entrusted to it as Servicer pursuant to the Servicing Agreement. The Servicer will remain directly responsible for the performance of all duties and obligations delegated to any such company and will be liable for the conduct of all of them.

The activities to be carried out by the Servicer include also the processing of administrative and accounting data in relation to the Receivables and the management of such data. The Servicer has represented to the Issuer that it has all skills, software, hardware, information technology and human resources necessary to comply with the efficiency standards required by the Servicing Agreement.

The Servicing Agreement further provides for the possibility for the Servicer to renegotiate the Receivables and the Loan Agreements subject to certain limitations specified in the Servicing Agreement.

As consideration for the services provided by the Servicer, the Issuer will pay to the Servicer on each Payment Date, in accordance with the applicable Priority of Payments:

(i) for the administration, management and collection of the Receivables (except for the administration, management and collection of the Delinquent Receivables and Defaulted Receivables), 0.02 per cent. per annum (plus VAT, if due) of the outstanding amount of the Receivables relating to the performing Loan Agreements and calculated on the Calculation Date immediately preceding the relevant Payment Date;

(ii) for the administration, management, recovery and collection of the Delinquent Receivables and Defaulted Receivables, a fee equal to 14.8 per cent. (plus VAT, if any) of the amounts recovered on the Defaulted Receivables as recorded in the immediately preceding last Quarterly Collection Period; plus 0.02 per cent. (plus VAT, if any) per annum of the outstanding amount of the Delinquent Receivables and Defaulted Receivables as at the last day of the immediately preceding Quarterly Collection Period; and

(iii) for carrying out the activities of technical advice and assistance, in compliance with applicable legislation or reporting and/or communication in accordance with applicable legislation (so-called compliance activities) referred to in the Servicing Agreement, an annual fee of Euro 5,000 (plus VAT, if due). This fee shall be paid quarterly in arrears for the relevant portion.

Pursuant to clause 5 of the Servicing Agreement, the Servicer has undertaken to prepare and deliver to, *inter alios*, the Issuer and the Representative of the Noteholders, the Quarterly Servicer's Report, the Loan by Loan Report and the Inside Information and Significant Event Report.

The Issuer has undertaken to appoint, with the cooperation of the Back-up Servicer Facilitator, a back-up servicer within 30 days after (a) the long-term rating of the unsecured and unsubordinated debt of the Servicer falls below "BB" by DBRS, or (b) the long-term rating of the unsecured and unsubordinated debt of the Servicer falls below "Ba2" by Moody's.

Pursuant to clause 12.1 of the Servicing Agreement, the Issuer may, in its absolute discretion, or shall, if requested by the Representative of Noteholders, which shall have been instructed to do so in advance by an Extraordinary Resolution passed by the holders of the Most Senior Class of Notes, revoke the mandate given to the Servicer under the Servicing Agreement and appoint a successor to the Servicer, upon the occurrence of any of the following events (which shall constitute *giusta causa* for revocation) (each a "**Servicer Termination Event**"):

(i) *Non-payment*

the Servicer fails to pay within 10 Business Days after the relevant due date any amount it is required to pay under the Servicing Agreement, except for strikes, technical disruptions or other justified reason; or;

(ii) *Breach of obligations*

the Servicer fails to perform any of its obligations under the Servicing Agreement or the other Transaction Documents to which it is a party and such failure is not remedied within 20 Business Days (except for the duty under clause 5.1 of the Servicing Agreement where the term for remedy shall be 5 Business Days) from receipt of the notice that the Issuer shall send to the Servicer and the Representative of the Noteholders stating that such breach is such as to materially prejudice the fiduciary relationship existing with UniCredit S.p.A. as Servicer; or

(iii) *Breach of representations and warranties*

the Servicer has breached in any material respect any of the representations and warranties made under the Servicing Agreement, if such breach results in the opinion of the Representative of the Noteholders in a material prejudice to the interests of the Noteholders and such breach, if capable of remedy, is not remedied within 20 Business Days after the occurrence thereof; or

(iv) *Insolvency of the Servicer*

(a) an order of the competent authorities for the compulsory winding up of the Servicer or its submission to other insolvency or extraordinary administration proceedings (including, for the avoidance of any doubt, any applicable proceeding provided for under the Italian Insolvency Code and/or the Consolidated Banking Act) is issued or a resolution by the Servicer providing for its dissolution or to obtain admission to one of the above proceedings; or

(b) the Servicer takes action in order to renegotiate its obligations relating to debt of a financial nature or to defer the performance thereof, enters into out-of-court agreements with its creditors (in any event to the extent that such agreements may prove to be materially prejudicial to the interests of the Noteholders or are unquestionably judged as such by the Representative of the Noteholders), for the deferment of the performance of its obligations relating to debt of a financial nature or the enforcement of guarantees given in order to ensure the performance thereof; or

(v) *Change of business*

the Servicer significantly modifies the offices and/or services involved in the administration of the Receivables and/or the performance of its obligations under the Servicing Agreement, if such matters taken individually or in combination could reasonably be expected to make it more difficult for the Servicer to perform its obligations under the Servicing Agreement; or

(vi) *Unlawfulness*

it becomes unlawful for the Servicer to perform any of its obligations under the Servicing Agreement or the Transaction Documents to which it is a party, unless the Servicer promptly takes appropriate action and/or measures to carry out the mandate in accordance with the applicable law; or

(vii) *Other*

the loss, by the Servicer, of the characteristics required by law or by the Bank of Italy for performing the activities referred to in the Servicing Agreement in a securitisation transaction, or the failure to meet other requirements that may be required in the future by the Bank of Italy or other governmental or administrative authorities with jurisdiction in this matter, in case such failure is not promptly remedied.

The Servicing Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by and shall be construed in accordance with Italian law.

4 THE CASH ALLOCATION, MANAGEMENT AND PAYMENTS AGREEMENT

On or about the Issue Date, the Issuer, the Originator, the Servicer, the Subordinated Loan Provider, the Representative of the Noteholders, the Calculation Agent, the Back-up Servicer Facilitator, the Corporate Servicer, the Account Bank, the Cash Manager, the Additional Account Bank and the Principal Paying Agent entered into the Cash Allocation, Management and Payment Agreement.

Under the terms of the Cash Allocation, Management and Payments Agreement:

(i) the Account Bank has agreed to establish and maintain, in the name and on behalf of the Issuer, the Interim Collection Account and the Expenses Account, and to provide the Issuer with certain reporting services together with account handling services in relation to monies and securities from time to time standing to the credit of such accounts;

(ii) the Additional Account Bank has agreed to establish and maintain, in the name and on behalf of the Issuer, the Collection Account, the Principal Accumulation Account, the Cash Reserve Account, the General Account, the Securities Account and the Swap Collateral Account, and to provide the Issuer with certain reporting services together with account handling services in relation to monies and securities from time to time standing to the credit of such accounts;

(iii) the Calculation Agent has agreed to provide the Issuer with calculation services, including, without limitation the preparation of the following reports: (i) on or prior to each Calculation Date, a Payments Report with respect to the next following Payment Date and in accordance with the applicable Priority of Payments; (ii) following the delivery of a Trigger Notice by the Representative of the Noteholders, at a frequency agreed between the Calculation Agent and the Representative of the Noteholders, or from time to time upon the request of the Representative of the Noteholders, a Trigger Event Report setting out the amount of the Issuer Available Funds and the amount of each payment to be made by the Issuer out of the Issuer Available Funds in accordance with the Intercreditor Agreement; (iii) not later than 8 Business Days following each Payment Date, an Investor Report referring to the immediately preceding Quarterly Collection Period and Interest Period to the Issuer, the Representative of the Noteholders, the Servicer, the Corporate Servicer, the Principal Paying Agent, the Account Bank, the Additional Account Bank, the Back-Up Servicer Facilitator, the Sole Lead Manager and the Rating Agencies. The Investor Report will be available for inspection on the website of the Calculation Agent (being, as at the date of this Prospectus, www.securitisation-services.com); (iv) subject to receipt of all the relevant necessary information, a SR Investor Report setting out certain information with respect to the Master Portfolio and the Notes (including the information referred to in point (e), items (i), (ii) and (iii), of the first subparagraph of article 7(1)).

(iv) the Principal Paying Agent has agreed to establish and maintain, in the name and on behalf of the Issuer, the Payments Account and to provide the Issuer with certain payment services together with certain calculation services in relation to the Notes; and

(v) the Cash Manager has agreed to procure that any credit balance from time to time standing to the credit of the Collection Account, the Principal Accumulation Account, the Cash Reserve Account and the General Account shall be invested in Eligible Investments.

The Issuer has established and will maintain with the Additional Account Bank the Reinvestment Ledger. During the Revolving Period up to (but excluding) the last Payment Date of the Revolving Period, Principal Available Funds will be credited to the Reinvestment Ledger in accordance with the Pre-Acceleration Principal Priority of Payments. Any such amounts credited to the Reinvestment Ledger will then be allocated towards payment of the Principal Component of the Purchase Price for Subsequent Portfolios purchased and for Future Receivables which have come into existence during the Revolving Period in accordance with the Pre-Acceleration Principal Priority of Payments.

The Issuer has established and will maintain with the Calculation Agent the Principal Deficiency Ledger comprising of 6 principal deficiency sub-ledgers, one in respect of each Class of Notes and namely: (i) the Class A Principal Deficiency Sub-Ledger; (ii) the Class B Principal Deficiency Sub-Ledger; (iii) the Class C Principal Deficiency Sub- Ledger; (iv) Class D Principal Deficiency Sub-Ledger; (v) the Class E Principal Deficiency Sub-Ledger; and (vi) the Class F Principal Deficiency Sub-Ledger.

The Calculation Agent shall record amounts as appropriate on the Principal Deficiency Ledger as described in the section headed "*Transaction Overview – Credit Structure*".

The Issuer (i) may (or shall, as the case may be), in accordance with the provisions of the Cash Allocation, Management and Payments Agreement, terminate the appointment of any Agent upon occurrence of certain events relating to the relevant Agent, including insolvency, breach of obligations, breach of representations and warranties and illegality (subject to the cure periods and materiality thresholds set out in the Cash Allocation, Management and Payments Agreement); (ii) may revoke (with the prior approval of the Representative of the Noteholders and prior written notice to the Rating Agencies) the appointment of any Agent by giving not less than three month written notice to the relevant Agent (with a copy to the Representative of the Noteholders, the Sole Lead Manager and the Rating Agencies), regardless of whether a Trigger Event has occurred.

Each of the Agents may at any time resign from its respective appointment under the Cash Allocation, Management and Payments Agreement by giving not less than 3 months' (or such shorter period as the Representative of the Noteholders may agree) prior written notice of resignation to the Issuer, the Representative of the Noteholders, the Sole Lead Manager and the Rating Agencies. Such resignation will be subject to and conditional upon:

(i) if such resignation would otherwise take effect less than ten days before or after any Payment Date (or any other date on which the Issuer is allowed or obliged for whatever

reason to effect payments in respect of the Notes), such resignation not taking effect until the tenth day following such date;

(ii) a substitute Calculation Agent, Cash Manager, Principal Paying Agent, Additional Account Bank or Account Bank, as the case may be, being appointed by the Issuer, on substantially the same terms as those set out in the Cash Allocation, Management and Payments Agreement;

(iii) no Agent being released from its obligations under the Cash Allocation, Management and Payments Agreement until a substitute Agent has entered into such new agreement and it has become a party to the Intercreditor Agreement and the other relevant Transaction Documents; and

(iv) notice of such resignation having been given to the Rating Agencies and the Sole Lead Manager by the Issuer or the Representative of the Noteholders or the resigning Agent.

The Issuer shall use its best endeavours to identify and appoint, with the prior consent of the Representative of the Noteholders, within 30 days from (i) receipt or delivery (as the case may be) of the written notice of resignation or termination, or (ii) the date of loss of status of Eligible Institution, a successor agent which, save for the Calculation Agent, the Account Bank and the Cash Manager, must be an Eligible Institution, and shall forthwith give notice of any such appointment to the other Parties, whereupon each of the Parties shall acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form of (and on the same terms as) the Cash Allocation, Management and Payments Agreement. Notice of such appointment shall be given to the Rating Agencies and the Sole Lead Manager prior to such appointment becoming effective.

The Cash Allocation, Management and Payments Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Italian law.

5 THE SWAP AGREEMENT

On 11 September 2023, the Issuer entered into the Swap Transaction with the Swap Counterparty, intended to be effective as from the Issue Date. The Swap Transaction shall be governed by a 1992 ISDA Master Agreement (Multicurrency-Cross Border) (the "**ISDA Master Agreement**"), together with the Schedule thereto (the "**Schedule**"), an ISDA credit support annex (the "**Credit Support Annex**") and a confirmation (the "**Confirmation**" and, together with the ISDA Master Agreement, the Schedule and the Credit Support Annex, the "**Swap Agreement**"). The Swap Transaction is entered into in order to hedge against the potential interest rate exposure of the Issuer in relation to its floating rate interest obligations under the Rated Notes. The obligations of the Issuer under the Swap Agreement shall be limited recourse to the Issuer Available Funds.

If the Swap Counterparty (or its credit support provider, as applicable) is downgraded below any of the required credit ratings set out in the Swap Agreement (a "**Swap Counterparty Rating Event**"), that Swap Counterparty will be required to carry out, within the time frame specified in the Swap Agreement, one or more remedial measures at its own cost which include the following:

(a) transfer all of its rights and obligations under that Swap Agreement to an appropriately rated entity; or

(b) arrange for an appropriately rated entity to become co-obligor or guarantor in respect of its obligations under that Swap Agreement; and/or

(c) post collateral to support its obligations under that Swap Agreement in the amount required under that Swap Agreement.

Any such collateral received by the Issuer will be credited to the Swap Collateral Account in respect of the Swap Counterparty, together with any interest or distributions on, and any liquidation or other proceeds of, that collateral, and will not be available for the Issuer to make payments to the Other Issuer Creditors generally, but must be applied in accordance with the Priority of Payments applicable to the Swap Collateral Account.

The occurrence of certain termination events and events of default contained in the Swap Agreement may cause the termination of the Swap Agreement prior to its stated termination date. Such events include (without limitation): (1) the early redemption in full of the Notes pursuant to Condition 8 (*Redemption, Purchase and Cancellation*); (2) the amendment of any Transaction Document without the prior written consent of the Swap Counterparty, if such amendment affects the amount, timing or priority of any payments due from the Swap Counterparty to the Issuer or from the Issuer to the Swap Counterparty, or payments into or withdrawals from the relevant Collateral Accounts; (3) the failure by the Swap Counterparty to take certain remedial measures required under the Swap Agreement following the Swap Counterparty Rating Event; and (4) the acceleration of the Notes following service of a Trigger Notice in accordance with Condition 12 (*Trigger Events*).

Pursuant to the Confirmation, the Issuer will pay to the Swap Counterparty a fixed amount (at the rate specified in the Confirmation) at the relevant Payment Date and the Swap Counterparty will pay to the Issuer a floating amount (at the rate to be calculated in accordance with Condition 7.7 (*Determination of Rate of Interest and calculation of Interest Payment Amounts*) two Business Days before each Payment Date.

The Swap Counterparty will be required to make payments pursuant to the Swap Agreement without any withholding or deduction of taxes unless required by law. If any such withholding or deduction is required by law, the Swap Counterparty will, subject to certain conditions, be required to pay such additional amount as is necessary to ensure that the amount actually received by the Issuer will equal the full amount the Issuer would have received had no such withholding or deduction been required. Such a change in tax law may result in the termination of the Swap Agreement. If any withholdings or deductions of taxes are required by law on payments from an Issuer under the Swap Agreement, the Issuer will not be required to gross up payment due under that Cap Agreement in respect of any such deductions or withholdings. Any Swap Tax Credit Amounts payable by the Issuer shall be paid directly to the Swap Counterparty following receipt without regard to any Priority of Payments, and shall not form Issuer Available Funds.

The Swap Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by and shall be construed in accordance with English law. The courts of England shall have exclusive jurisdiction to hear any disputes that may arise in connection therewith.

6 THE INTERCREDITOR AGREEMENT

On or about the Issue Date, the Issuer and the Other Issuer Creditors entered into the Intercreditor Agreement. Under the Intercreditor Agreement provision is made as to the application of the proceeds from collections in respect of the Master Portfolio and as to the circumstances in which the Representative of the Noteholders will be entitled to exercise certain rights in relation to the Master Portfolio.

In the Intercreditor Agreement the Other Issuer Creditors have agreed, *inter alia*, to the order of priority of payments to be made out of the Issuer Available Funds. The obligations owed by the Issuer to the Noteholders and, in general, to the Other Issuer Creditors are limited recourse obligations of the Issuer. The Noteholders and the Other Issuer Creditors have a claim against the Issuer only to the extent of the Issuer Available Funds in each case subject to and as provided in the Intercreditor Agreement and the other Transaction Documents.

Under the Intercreditor Agreement, the Originator has undertaken that (i), so long as the Notes are outstanding, it will retain on an on-going basis a material net economic interest of at least 5 per cent. in the Securitisation in accordance with option (c) of article 6(3) of the EU Securitisation Regulation (and the applicable Regulatory Technical Standards); (ii) it shall not change the manner in which the net economic interest set out under item (i) above is held until the Final Maturity Date, save as permitted by the EU Securitisation Regulation, the Commission Delegated Regulation EU No. 625/2014, any applicable Regulatory Technical Standards; (iii) it shall disclose, pursuant to article 7(1)(e)(iii) of the EU Securitisation Regulation, that it continues to fulfil the obligation to maintain the material net economic interest in the Securitisation in accordance with option 3 of article 6(3) of the EU Securitisation Regulation and give the relevant information to the Noteholders, the competent authorities referred to in article 29 of the EU Securitisation Regulation and prospective investors in this respect on a quarterly basis through the SR Investor Report; (iv) it shall ensure that Noteholders and prospective investors have readily available access to all information as it would be necessary to conduct comprehensive and well informed stress tests and to fulfil their monitoring and due diligence duties under article 5 of the EU Securitisation Regulation; and (v) it shall notify the Noteholders of any change to the manner in which the material net economic interest set out above is held.

Under the Intercreditor Agreement, the parties thereto have acknowledged that the Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation. The Originator and the Issuer designated among themselves the Issuer as the Reporting Entity pursuant to article 7(2) of the EU Securitisation Regulation. The Issuer, in its capacity as Reporting Entity, expressly accepted to act as such in the context of the Securitisation and confirmed to the Parties that (i) the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation have been fulfilled before pricing and/or will be fulfilled after the Issue Date, as applicable, by making available the relevant information through the Securitisation Repository and (ii) the final Transaction Documents will be made available to investors at the latest 15 days after the Issue Date through the Securitisation Repository.

Under the Intercreditor Agreement, UniCredit S.p.A., as Servicer, has undertaken to prepare without delay a report setting out any information referred to under items (f) and (g) of article 7(1) of the EU Securitisation Regulation and any implementing Regulatory Technical Standards adopted by the European Commission and any applicable or binding guidance of any regulatory, tax or governmental authority (including, without limitation, any material changes that have occurred after the Issue Date in the Priority of Payments and/or in the loan disbursement policy from time to time applicable in respect of the Receivables to be included in any Subsequent Portfolio) (respectively, the "**Inside Information and Significant Event Report**" and the "**Material Information**"). The Servicer shall prepare and deliver, without undue delay following the occurrence of the relevant event triggering the delivery of such report and also by no later than 13 calendar days following the relevant Payment Date) a draft Inside Information and Significant Event Report to the Originator and the Issuer, which shall review such draft and provide the Servicer with comments (if any) without undue delay following the occurrence of such event or, as the case may be, by no later than 25 calendar days following the relevant Payment Date. The Servicer shall deliver the final Inside Information and Significant Event Report to the Reporting Entity, in a timely manner in order for the Reporting Entity to make available the Inside Information and Significant Event Report without undue delay following the occurrence of relevant event triggering the delivery of such report or, as the case may be, by no later than 30 calendar days after each Payment Date and simultaneously with the Loan by Loan Report and the SR Investor Report, on the Securitisation Repository.

Under the Intercreditor Agreement, the Originator has confirmed that it has made available before pricing: (i) through the Securitisation Repository, data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity and such data cover a period of at least 5 years pursuant to article 22(1) of the EU Securitisation Regulation and the STS Guidelines for Non-ABCP Securitisations, (ii) through the Securitisation Repository, a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator and the Noteholders, other third parties and the Issuer pursuant to article 22(3) of the EU Securitisation Regulation and the STS Guidelines for Non-ABCP Securitisations, and (iii) through the Securitisation Repository, the underwriting standards in accordance to which the Receivables were originated pursuant to article 20(10) of the EU Securitisation Regulation.

Furthermore, under the Intercreditor Agreement, the Originator has confirmed that it will be the first contact point for investors and competent authorities pursuant to and for the purposes of article 27, paragraph 1, third sub-paragraph, of the EU Securitisation Regulation

For further details, see the section headed "*Regulatory Disclosure and Retention Undertaking*".

The Intercreditor Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by and shall be construed in accordance with Italian law.

7 THE MANDATE AGREEMENT

On or about the Issue Date, the Issuer and the Representative of the Noteholders entered into the Mandate Agreement under which, subject to a Trigger Notice being served upon the Issuer or upon failure by the Issuer to exercise its rights under the Transaction Documents, the Representative of the Noteholders, acting in such capacity, shall be authorised to exercise, in the name and on behalf of the Issuer, all the Issuer's non-monetary rights arising out of certain of the Transaction Documents to which the Issuer is a party.

The Mandate Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by and shall be construed in accordance with Italian law.

8 THE SECURITY ASSIGNMENT

On or about the Issue Date, the Issuer and the Representative of the Noteholders entered into a Security Assignment, pursuant to which the Issuer, *inter alia*, has assigned absolutely with full title guarantee to the Representative of the Noteholders (acting as security trustee) on behalf of the Noteholders and the Other Issuer Creditors, all of its present and future rights, title, interest and benefit in, to and under the Swap Agreement (subject to the netting and set-off provisions therein) and all payments due to it thereunder.

The Security Assignment, and any non-contractual obligations arising out of or in connection with it, are governed by and shall be construed in accordance with English law.

9 THE CORPORATE SERVICES AGREEMENT

On or about the Issue Date, the Issuer, the Corporate Servicer and the Representative of the Noteholders entered into the Corporate Services Agreement pursuant to which the Corporate Servicer has agreed to provide certain corporate administration and management services to the Issuer in relation to the Securitisation.

The Corporate Services Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by and shall be construed in accordance with Italian law.

10 THE SUBORDINATED LOAN AGREEMENT

Under the terms of the Subordinated Loan Agreement, the Subordinated Loan Provider has agreed to make available to the Issuer the Subordinated Loan for an amount of Euro 12,300,000.00 for the purpose of establishing on the Issue Date the Cash Reserve in an amount equal to the Initial Cash Reserve Amount and funding the Retention Amount.

The Subordinated Loan will be repaid by the Issuer in accordance with the Subordinated Loan Agreement and the applicable Priority of Payments.

The Subordinated Loan Agreement and any non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with Italian law.

THE ACCOUNTS

The Issuer has opened and, subject to the terms of the Transaction Documents, shall at all times maintain the following accounts and has undertaken to pay to or deposit in, or cause to be paid to or deposited in, as the case may be:

(1) the Interim Collection Account:

(a) the Collections and Recoveries from time to time received in accordance with the provisions of the Servicing Agreement;

(b) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Interim Collection Account;

(2) the Collection Account:

(a) any amount standing to the credit of the Interim Collection Account in accordance with the provisions of clause 4.2.2 of the Cash Allocation, Management and Payments Agreement;

(b) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Collection Account;

(c) all proceeds (including their yield) deriving from the realisation, liquidation or maturity of the Eligible Investments purchased with amounts transferred from the Collection Account;

(3) the General Account:

(a) any amount paid by the Originator in accordance with the provisions of the Warranty and Indemnity Agreement;

(b) the proceeds deriving from the sale, if any, of individual Receivables in accordance with the provisions of the Master Receivables Purchase Agreement and the Servicing Agreement;

(c) the proceeds deriving from the sale of the Master Portfolio, where permitted in accordance with the Transaction Documents;

(d) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the General Account;

(e) all proceeds (including their yield) deriving from the realisation, liquidation or maturity of the Eligible Investments purchased with amounts transferred from the General Account;

(f) any amounts received under any Transaction Document and not allocated to any other Account in accordance with the provisions of clause 3.7 of the Cash Allocation, Management and Payments Agreement;

(4) the Principal Accumulation Account:

(a) on any Payment Date during the Revolving Period (but excluding the last Payment Date of the Revolving Period), any amounts allocated to the Reinvestment Ledger on such Payment Date;

(b) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Principal Accumulation Account;

(c) all proceeds (including their yield) deriving from the realisation, liquidation or maturity of the Eligible Investments purchased with amounts transferred from the Principal Accumulation Account;

(5) the Cash Reserve Account:

(a) on the Issue Date, an amount equal to the Initial Cash Reserve Amount transferred from the Payments Account by the Principal Paying Agent to fund the Cash Reserve;

(b) on each Payment Date, in accordance with the Pre-Acceleration Interest Priority of Payments and subject to the availability of sufficient Interest Available Funds, the amount necessary to replenish the Cash Reserve as to bring the balance of the Cash Reserve Account up to, but not in excess of, the Cash Reserve Required Amount;

(c) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Cash Reserve Account;

(d) all proceeds (including their yield) deriving from the realisation, liquidation or maturity of the Eligible Investments purchased with amounts transferred from the Cash Reserve Account;

(6) the Payments Account:

(a) all amounts transferred from the Expenses Account, the Collection Account, the General Account, the Principal Accumulation Account and the Cash Reserve Account, in accordance with the provisions of the Cash Allocation, Management and Payments Agreement and the relevant Payments Report;

(b) on the Issue Date, all amounts drawn down under the Subordinated Loan Agreement;

(c) all amounts from time to time paid by the Swap Counterparty under the Swap Agreement;

(d) all amounts from time to time transferred from the Swap Collateral Account pursuant to the Swap Agreement and the Cash Allocation, Management and Payments Agreement; and

(e) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Payments Account;

(7) the Expenses Account:

(a) on the Issue Date an amount equal to the Retention Amount transferred from the Payments Account by the Principal Paying Agent;

(b) on each Payment Date prior to the date on which clause 3.4.2 of the Cash Allocation, Management and Payments Agreement applies, such an amount as will bring the balance of the Expenses Account up to (but not in excess of) the Retention Amount in accordance with the Priority of Payments; and

(c) all amounts in respect of interest accrued and paid on the balance from time to time standing to the credit of the Expenses Account;

(8) the Securities Account:

any Eligible Investments represented by bonds, debentures, notes or other financial instruments in accordance with the provisions of the Cash Allocation, Management and Payments Agreement,

(9) the Quota Capital Account:

its paid quota capital in accordance with the provisions of the Cash Allocation, Management and Payments Agreement;

(10) the Swap Collateral Account:

any Swap Collateral consisting of cash in accordance with the provisions of the Swap Collateral Agreement and the Cash Allocation, Management and Payments Agreement.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions of the Notes. In these Conditions, references to the "holder" of a Note and to the "Noteholders" are to the ultimate owners of the Notes, dematerialised and evidenced by book entries with Euronext Securities Milan in accordance with the provisions of (i) article 83-bis of the Financial Laws Consolidation Act, and (ii) the regulation issued jointly by the Bank of Italy and CONSOB on 13 August 2018 and published in the Official Gazette number 201 of 30 August 2018, as subsequently amended and supplemented from time to time. The Noteholders are deemed to have notice of and are bound by, and shall have the benefit of, inter alia*, the terms of the Rules of the Organisation of the Noteholders, attached as an Exhibit to, and forming part of, these Conditions.*

The €669,500,000 Class A Asset Backed Floating Rate Notes due November 2065, the €14,900,000 Class B Asset Backed Floating Rate Notes due November 2065, the €49,100,000 Class C Asset Backed Floating Rate Notes due November 2065, the €27,500,000 Class D Asset Backed Floating Rate Notes due November 2065, the €86,300,000 Class E Asset Backed Floating Rate Notes due November 2065 and the €100,000 Class F Asset Backed Fixed Rate and Variable Return Notes due November 2065 have been issued by the Issuer on the Issue Date pursuant to the Securitisation Law, to finance the purchase by the Issuer of the Initial Portfolio from the Originator pursuant to the Master Receivables Purchase Agreement. As long as no Trigger Notice or Purchase Termination Notice has been delivered and to the extent that each of the Conditions for the Purchase of Subsequent Portfolios is satisfied, the Originator may, during the Revolving Period, on a quarterly basis and on each Payment Date, pursuant to the terms of the Master Receivables Purchase Agreement, offer Subsequent Portfolios for sale to the Issuer, which, subject to certain conditions set out in the Master Receivables Purchase Agreement having been met, shall agree to purchase such Subsequent Portfolios from the Originator. The purchase of Subsequent Portfolios shall be funded by the Issuer applying Issuer Available Funds on the relevant Payment Date in accordance with the applicable Priority of Payments. The principal source of payment of interest on the Notes and Variable Return on the Class F Notes and of repayment of principal on the Notes will be the Collections and other amounts received in respect of the Master Portfolio and the other Transaction Documents.

Any reference below to a "Class" of Notes or a "Class" of Noteholders shall be a reference to the Notes of the relevant Class of Notes or to the respective ultimate owners thereof.

1 INTRODUCTION

1.1 Noteholders deemed to have notice of Transaction Documents

The Noteholders are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Transaction Documents (described below).

1.2 Provisions of the Conditions subject to Transaction Documents

Certain provisions of these Conditions include summaries of, and are subject to, the detailed provisions of the Transaction Documents.

1.3 Copies of Transaction Documents available for inspection

Copies of the Transaction Documents are available for inspection by the Noteholders during normal business hours at the registered office of the Issuer and the Representative of the

Noteholders, being, respectively, as at the Issue Date, Viale dell'Agricoltura, 7, 37135 Verona, Italy and Via V. Alfieri 1, 31015 Conegliano (TV), Italy and at the specified office of the Principal Paying Agent, being, as at the Issue Date, Piazza Lina Bo Bardi, 3, 20124 Milan, Italy.

1.4 **Description of Transaction Documents**

1.4.1 Pursuant to the Rated Notes Subscription Agreement, UniCredit Bank AG as Sole Lead Manager has agreed to subscribe for the Rated Notes and has appointed the Representative of the Noteholders to perform the activities described in the Subscription Agreements, these Conditions, the Rules of the Organisation of the Noteholders and the other Transaction Documents to which it is a party.

1.4.2 Pursuant to the Unrated Notes Subscription Agreement, the Originator has agreed to subscribe for the Unrated Notes and has appointed the Representative of the Noteholders to perform the activities described in the Subscription Agreements, these Conditions, the Rules of the Organisation of the Noteholders and the other Transaction Documents to which it is a party.

1.4.3 Pursuant to the Warranty and Indemnity Agreement, the Originator has given certain representations and warranties in favour of the Issuer in relation to the Master Portfolio and certain other matters and has agreed to indemnify the Issuer in respect of certain liabilities of the Issuer incurred in connection with the purchase and ownership of the Master Portfolio.

1.4.4 Pursuant to the Servicing Agreement, the Servicer has agreed to administer, service and collect amounts on behalf of the Issuer, in respect of (i) the Initial Portfolio and (ii) after the Issue Date, the Subsequent Portfolios sold from time to time to the Issuer pursuant to the Master Receivables Purchase Agreement. The Servicer will be the *soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e di pagamento* pursuant to the Securitisation Law and will be responsible for ensuring that such transactions comply with the provisions of the applicable law and this Prospectus.

1.4.5 Pursuant to the Corporate Services Agreement, the Corporate Servicer has agreed to provide to the Issuer certain services in relation to the management of the Issuer.

1.4.6 Pursuant to the Cash Allocation, Management and Payments Agreement, the Account Bank, the Additional Account Bank, the Cash Manager, the Calculation Agent, the Principal Paying Agent and the Corporate Servicer have agreed to provide the Issuer with certain calculation, notification, reporting and agency services together with account handling and payment services in relation to moneys or securities from time to time standing to the credit of the Accounts. The Cash Allocation, Management and Payments Agreement also contains provisions relating to, *inter alia*, the payment of principal and interest on the Notes and payment of Variable Return on the Class F Notes.

1.4.7 Pursuant to the Intercreditor Agreement the Representative of the Noteholders shall be entitled, *inter alia*, following the service of a Trigger Notice and until the Notes have been repaid in full or cancelled in accordance with the Conditions, to pay or cause to be

paid on behalf of the Issuer and using the Issuer Available Funds all sums due and payable by the Issuer to the Noteholders, the Other Issuer Creditors and any third party creditors in respect of costs and expenses incurred by the Issuer in the context of the Securitisation in accordance with the terms of the Post-Acceleration Priority of Payments.

1.4.8 Pursuant to the Swap Agreement, the Swap Counterparty will hedge certain risks arising as a result of the interest rate mismatch between the fixed rate of interest received by the Issuer in respect of the Receivables and the floating rate of interest payable by the Issuer under the Rated Notes.

1.4.9 Pursuant to a Security Assignment, the Issuer, *inter alia*, has assigned absolutely with full title guarantee to the Representative of the Noteholders (acting as security trustee) on behalf of the Noteholders and the Other Issuer Creditors, all of its present and future rights, title, interest and benefit in, to and under the Swap Agreement (subject to the netting and set-off provisions therein) and all payments due to it thereunder.

1.4.10 Pursuant to the Mandate Agreement, the Representative of the Noteholders, subject to a Trigger Notice being served upon the Issuer following the occurrence of a Trigger Event and upon failure by the Issuer to exercise its rights under the Transaction Documents (but only in relation to the powers and authority needed by the Representative of the Noteholders to enforce the rights entitlements or remedies, to exercise the discretion, authorities or powers, to give the direction or make the determination in respect of which the failure has occurred), is authorised to exercise, in the name and on behalf of the Issuer, all the Issuer's non-monetary rights arising out of certain Transaction Documents to which the Issuer is a party.

1.4.11 Pursuant to the Quotaholder's Agreement, certain rules have been set forth in relation to the corporate management of the Issuer.

1.4.12 Pursuant to the Stichting Corporate Services Agreement, the Stichting Corporate Services Provider has agreed to provide the Quotaholder with certain stichting corporate administrative services in connection with the Securitisation.

1.4.13 Pursuant to the Subordinated Loan Agreement, the Subordinated Loan Provider has agreed to make available to the Issuer the the Subordinated Loan for an amount of Euro 12,300,000 for the purpose of establishing on the Issue Date the Cash Reserve in an amount equal to the Initial Cash Reserve Amount and funding the Retention Amount.

1.4.14 Pursuant to the Master Definitions Agreement, the definitions and interpretation of certain terms and expressions used in the Transaction Documents have been agreed by the parties to the Transaction Documents.

1.5 **Acknowledgement**

Each Noteholder, by reason of holding the Notes acknowledges and agrees that the Sole Lead Manager and the Originator shall not be liable in respect of any loss, liability, claim, expenses or damages suffered or incurred by any of the Noteholders as a result of the performance by Banca

Finanziaria Internazionale S.p.A. or any successor thereof of its duties as Representative of the Noteholders as provided for in the Transaction Documents.

2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Conditions, the following expressions shall, except where the context otherwise requires and save where otherwise defined, have the following meanings:

"**Account Bank**" means UniCredit S.p.A., or any other person for the time being acting as Account Bank pursuant to the Cash Allocation, Management and Payments Agreement.

"**Accounts**" means, collectively, the Collection Account, the Interim Collection Account, the General Account, the Payments Account, the Expenses Account, the Cash Reserve Account, the Principal Accumulation Account, the Quota Capital Account, the Securities Account and the Swap Collateral Account, and "**Account**" means any of them as the context requires.

"**Accrued Interest**" means, on any date and in relation to each Receivable, the portion of Interest Instalments accrued up to such date but not yet due and payable.

"**Additional Account Bank**" means BNP Paribas, or any other person for the time being acting as Additional Account Bank pursuant to the Cash Allocation, Management and Payments Agreement.

"**Amortisation Period**" means the period starting from (and including) the earlier of (i) the Payment Date falling in February 2025 and (ii) the date of delivery of a Purchase Termination Notice and ending on (and including) the Cancellation Date.

"**Arising Date**" means the date on which any Future Receivable arises.

"**Arrears Ratio**" means, on any date, the ratio between the Outstanding Principal of the Receivables classified as Delinquent Receivables and the Outstanding Principal of the Receivables of the Master Portfolio (as of the immediately preceding Cut-Off Date).

"**Back-up Servicer**" means any person which will be appointed as a back-up servicer pursuant to the Servicing Agreement.

"**Back-up Servicer Facilitator**" means Banca Finanziaria Internazionale S.p.A., or any other person for the time being acting as Back-up Servicer Facilitator pursuant to the Servicing Agreement.

"**Business Day**" means, with reference to and for the purposes of any payment obligation provided for under the Conditions and the identification of the Payment Date and the Determination Date, any Target Day and, with reference to any other provision specified under these Conditions, any day, other than Saturday and Sunday, which is not a bank holiday or a public holiday in Milan or London.

"**Calculation Agent**" means Banca Finanziaria Internazionale S.p.A. or any other person for the time being acting as Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Calculation Date**" means the date falling on the 4th Business Day prior to each Payment Date.

"**Cancellation Date**" means the earlier of (i) the date of redemption in full of the Notes of each Class together with any accrued and unpaid interest thereon and (ii) the Payment Date immediately following the date on which all the Receivables then outstanding have been entirely repaid in full, written off or sold by the Issuer and the Servicer has certified to the Representative of the Noteholders, and the Representative of the Noteholders has given notice to the Noteholders on the basis of such certificate pursuant to the Conditions, that there is no reasonable likelihood, following the application of all the Issuer Available Funds, of there being any further realisations in respect of the Master Portfolio or the other Issuer's Rights (whether arising from judicial enforcement proceedings, enforcement of the Security Interest or otherwise) which would be available to pay any amount outstanding under the Notes.

"**Cash Allocation, Management and Payments Agreement**" means the cash allocation, management and payments agreement entered into on or about the Issue Date between the Issuer, the Originator, the Servicer, the Account Bank, the Additional Account Bank, the Cash Manager, the Principal Paying Agent, the Calculation Agent, the Corporate Servicer and the Representative of the Noteholders and including any agreement or other document expressed to be supplemental thereto.

"**Cash Manager**" means UniCredit S.p.A., or any other person for the time being acting as Cash Manager pursuant to the Cash Allocation, Management and Payments Agreement.

"**Cash Reserve**" means the reserve created on the Cash Reserve Account to be applied in accordance with the provisions of Cash Allocation, Management and Payments Agreement.

"**Cash Reserve Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT 12 B 03479 01600 000802646702), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Cash Reserve Amount**" means, at any time, the aggregate of the balance of the amounts standing to the credit of the Cash Reserve Account, net of any interest accrued and paid thereon.

"**Cash Reserve Excess Amount**" means, on each Calculation Date and in respect of the immediately following Payment Date, the amount by which the balance standing to the credit of the Cash Reserve Account on the immediately preceding Payment Date (after having made all required payments on such Payment Date) exceeds the sum of the Cash Reserve Required Amount and the Cash Reserve Usage Amount on such Calculation Date.

"**Cash Reserve Required Amount**" means:

(i) on the Issue Date and during the Revolving Period, the Initial Cash Reserve Amount; and

(ii) during the Amortisation Period, on any Payment Date falling prior to the delivery of a Trigger Notice, prior to redemption in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, the higher of: 1.6% of the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes and the Class D

Notes as of the Calculation Date immediately preceding such Payment Date and Euro 500,000.00; and

(iii) starting from (and including) the Payment Date on which the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes are redeemed in full, or following the delivery of a Trigger Notice or on the Final Maturity Date, zero.

"**Cash Reserve Usage Amount**" means, on any Payment Date falling prior to the delivery of a Trigger Notice, prior or on the redemption in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, any amount payable under item from *First* to *Fourteenth* under the Pre-Acceleration Interest Priority of Payments, to the extent that the Interest Available Funds (excluding the Cash Reserve Usage Amount but including amounts available under item *First* of the Principal Priority of Payments on such Payment Date) are not sufficient on such Payment Date to make such payments in full; otherwise 0.

"**Class**" means a class of the Notes, being the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, as the context requires, and "**Classes**" shall be construed accordingly.

"**Class A Notes**" means the Euro 669,500,000 Class A Asset Backed Floating Rate Notes due November 2065 issued by the Issuer in the context of the Securitisation.

"**Class A Notes Redemption Amount**" means:

(i) with respect to each Payment Date during the Revolving Period but excluding the last Payment Date of the Revolving Period, 0 (zero);

(ii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period prior to (A) the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), and (B) the occurrence of a Sequential Redemption Event as at the relevant Calculation Date, the lower of:

(a) the Principal Amount Outstanding of the Class A Notes on the immediately preceding Payment Date after giving effect to any payment of Class A Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the product of:

(1) the Principal Available Funds remaining after application of items from *First* to *Third* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(2) the Class A Notes Thickness;

(iii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period (A) prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3

(*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), but (B) after the occurrence of a Sequential Redemption Event, for so long as the Class A Notes are outstanding, the lower of:

(a) the Principal Available Funds remaining after application of items from *First* to *Third* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the Principal Amount Outstanding of the Class A Notes on the immediately preceding Payment Date after giving effect to any payment of the Class A Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments; or

(iv) with respect to (A) each Payment Date following the delivery of a Trigger Notice or (B) the Payment Date on which the Notes are redeemed pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the Issuer Available Funds remaining after application of items from *First* to *Fifth* in accordance with the Post-Acceleration Priority of Payments;

(b) the Principal Amount Outstanding of the Class A Notes on the immediately preceding Payment Date after giving effect to any payment of the Class A Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Class A Notes Thickness**" means 79.02 per cent.

"**Class A Principal Deficiency Sub-Ledger**" means a principal deficiency sub-ledger in respect of the Class A Notes established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Class B Notes**" means the Euro 14,900,000 Class B Asset Backed Floating Rate Notes due November 2065 issued by the Issuer in the context of the Securitisation.

"**Class B Notes Redemption Amount**" means:

(i) with respect to each Payment Date during the Revolving Period but excluding the last Payment Date of the Revolving Period, 0 (zero);

(ii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period prior to (A) the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), and (B) the occurrence of a Sequential Redemption Event as at the relevant Calculation Date, the lower of:

(a) the Principal Amount Outstanding of the Class B Notes on the immediately preceding Payment Date after giving effect to any payment of Class B Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the product of:

(1) the Principal Available Funds remaining after application of items *First* to *Third* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(2) the Class B Notes Thickness;

(iii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period (A) prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), but (B) after the occurrence of a Sequential Redemption Event, for so long as the Class B Notes are outstanding, the lower of:

(a) the Principal Available Funds remaining after application of items from *First* to *Fourth* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the Principal Amount Outstanding of the Class B Notes on the immediately preceding Payment Date after giving effect to any payment of the Class B Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments,

provided that so long as the Class A Notes are outstanding, the Class B Notes Redemption Amount shall be equal to 0 (zero); or

(iv) with respect to (A) each Payment Date following the delivery of a Trigger Notice or (B) the Payment Date on which the Notes are redeemed pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the Issuer Available Funds remaining after application of items from *First* to *Eighth* in accordance with the Post-Acceleration Priority of Payments;

(b) the Principal Amount Outstanding of the Class B Notes on the immediately preceding Payment Date after giving effect to any payment of the Class B Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Class B Notes Thickness**" means 1.76 per cent.

"**Class B Principal Deficiency Sub-Ledger**" means a principal deficiency sub-ledger in respect of the Class B Notes established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Class C Notes**" means the Euro 49,100,000 Class C Asset Backed Floating Rate Notes due November 2065 issued by the Issuer in the context of the Securitisation.

"**Class C Notes Redemption Amount**" means:

(i) with respect to each Payment Date during the Revolving Period but excluding the last Payment Date of the Revolving Period, 0 (zero);

(ii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period prior to (A) the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), and (B) the occurrence of a Sequential Redemption Event as at the relevant Calculation Date, the lower of:

(a) the Principal Amount Outstanding of the Class C Notes on the immediately preceding Payment Date after giving effect to any payment of Class C Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the product of:

(1) the Principal Available Funds remaining after application of items *First* to *Third* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(2) the Class C Notes Thickness;

(iii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period (A) prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), but (B) after the occurrence of a Sequential Redemption Event, for so long as the Class C Notes are outstanding, the lower of:

(a) the Principal Available Funds remaining after application of items from *First* to *Fifth* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the Principal Amount Outstanding of the Class C Notes on the immediately preceding Payment Date after giving effect to any payment of the Class C Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments,

provided that so long as the Class C Notes are not the Most Senior Class of Notes, the Class C Notes Redemption Amount shall be equal to 0 (zero); or

(iv) with respect to (A) each Payment Date following the delivery of a Trigger Notice or (B) the Payment Date on which the Notes are redeemed pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the Issuer Available Funds remaining after application of items from *First* to *Tenth* in accordance with the Post-Acceleration Priority of Payments

(b) the Principal Amount Outstanding of the Class C Notes on the immediately preceding Payment Date after giving effect to any payment of the Class C Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Class C Notes Thickness**" means 5.79 per cent.

"**Class C Principal Deficiency Sub-Ledger**" means a principal deficiency sub-ledger in respect of the Class C Notes established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Class D Notes**" means the Euro 27,500,000 Class D Asset Backed Floating Rate Notes due November 2065 issued by the Issuer in the context of the Securitisation.

"**Class D Notes Redemption Amount**" means:

(i) with respect to each Payment Date during the Revolving Period but excluding the last Payment Date of the Revolving Period, 0 (zero);

(ii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period prior to (A) the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), and (B) the occurrence of a Sequential Redemption Event as at the relevant Calculation Date, the lower of:

(a) the Principal Amount Outstanding of the Class D Notes on the immediately preceding Payment Date after giving effect to any payment of Class D Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the product of:

(1) the Principal Available Funds remaining after application of items from *First* to *Third* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(2) the Class D Notes Thickness;

(iii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period (A) prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), but (B) after the occurrence of a Sequential Redemption Event, for so long as the Class A Notes are outstanding, the lower of:

(a) the Principal Available Funds remaining after application of items from *First* to *Sixth* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the Principal Amount Outstanding of the Class D Notes on the immediately preceding Payment Date after giving effect to any payment of the Class D Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments,

provided that so long as the Class D Notes are not the Most Senior Class of Notes, the Class D Notes Redemption Amount shall be equal to 0 (zero); or

(iv) with respect to (A) each Payment Date following the delivery of a Trigger Notice or (B) the Payment Date on which the Notes are redeemed pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the Issuer Available Funds remaining after application of items from *First* to *Twelfth* in accordance with the Post-Acceleration Priority of Payments;

(b) the Principal Amount Outstanding of the Class D Notes on the immediately preceding Payment Date after giving effect to any payment of the Class D Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Class D Notes Thickness**" means 3.25 per cent.

"**Class D Principal Deficiency Sub-Ledger**" means a principal deficiency sub-ledger in respect of the Class D Notes established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Class E Notes**" means the Euro 86,300,000 Class E Asset Backed Floating Rate Notes due November 2065 issued by the Issuer in the context of the Securitisation.

"**Class E Notes Redemption Amount**" means:

(i) with respect to each Payment Date during the Revolving Period but excluding the last Payment Date of the Revolving Period, 0 (zero);

(ii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period prior to (A) the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), and (B) the occurrence of a Sequential Redemption Event as at the relevant Calculation Date, the lower of:

(a) the Principal Amount Outstanding of the Class E Notes on the immediately preceding Payment Date after giving effect to any payment of Class E Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the product of:

(1) the Principal Available Funds remaining after application of items *First* to *Third* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(2) the Class E Notes Thickness;

(iii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period (A) prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), but (B) after the occurrence of a Sequential Redemption Event, for so long as the Class E Notes are the Most Senior Class of Notes, the lower of:

(a) the Principal Available Funds remaining after application of items from *First* to *Eighth* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the Principal Amount Outstanding of the Class E Notes on the immediately preceding Payment Date after giving effect to any payment of the Class E Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments,

provided that so long as the Class E Notes are not the Most Senior Class of Notes, the Class E Notes Redemption Amount shall be equal to 0 (zero); or

(iv) with respect to (A) each Payment Date following the delivery of a Trigger Notice or (B) the Payment Date on which the Notes are redeemed pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the Issuer Available Funds remaining after application of items from *First* to *Fourteenth* in accordance with the Post-Acceleration Priority of Payments;

(b) the Principal Amount Outstanding of the Class E Notes on the immediately preceding Payment Date after giving effect to any payment of the Class E Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Class E Notes Thickness**" means 10.19 per cent.

"**Class E Principal Deficiency Sub-Ledger**" means a principal deficiency sub-ledger in respect of the Class E Notes established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Class F Notes**" means the Euro 100,000 Class F Asset Backed Fixed Rate and Variable Return Notes due November 2065 issued by the Issuer in the context of the Securitisation.

"**Class F Notes Redemption Amount**" means:

(i) with respect to each Payment Date during the Revolving Period but excluding the last Payment Date of the Revolving Period, 0 (zero);

(ii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the minimum between:

(a) the Principal Available Funds remaining after application of items from *First* to *Ninth* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the Principal Amount Outstanding of the Class F Notes on the immediately preceding Payment Date after giving effect to any payment of the Class F Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments minus Euro 10,000.00,

provided that so long as the Class F Notes are not the Most Senior Class of Notes, the Class F Notes Redemption Amount shall be equal to 0 (zero); or

(iii) with respect to each Payment Date following the delivery of a Trigger Notice other than the Cancellation Date, the lower of:

(a) the Issuer Available Funds remaining after application of items *First* to *Sixteenth* in accordance with the Post-Acceleration Priority of Payments;

(b) the Principal Amount Outstanding of the Class F Notes on the immediately preceding Payment Date after giving effect to any payment of the Class F Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments minus Euro 10,000.00, or

(iv) with respect to the Cancellation Date, the lower of:

(a) the Issuer Available Funds remaining after application of items *First* to *Sixteenth* in accordance with the Post-Acceleration Priority of Payments;

(b) the Principal Amount Outstanding of the Class F Notes on the immediately preceding Payment Date after giving effect to any payment of the Class F Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Class F Principal Deficiency Sub-Ledger**" means a principal deficiency sub-ledger in respect of the Class F Notes established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Clean-up Call Condition**" means the circumstance occurring when the aggregate Outstanding Principal of the Receivables comprised in the Master Portfolio is equal to, or lower than, 10 per

cent. of the aggregate Outstanding Principal of the Receivables comprised in the Initial Portfolio as at the Issue Date.

"**Clean-up Call Option**" means the option granted by the Issuer to the Originator, in accordance with article 1331 of the Italian civil code, pursuant to which upon occurrence of a Clean-up Call Condition the Originator may repurchase, without recourse (*pro soluto*), from the Issuer the outstanding Portfolio in accordance with the provisions of article 58 of the Consolidated Banking Act and subject to the conditions set out in the Master Receivables Purchase Agreement.

"**Clearstream**" means Clearstream Banking, Luxembourg with offices at 42 avenue JF Kennedy, L-1855 Luxembourg.

"**Collection Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT40E0347901600000802646705), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Collection Date**" means: (a) prior to the delivery of a Trigger Notice, the last calendar day of March, June, September and December of each year; and (b) following the delivery of a Trigger Notice any date as determined by the Representative of the Noteholders in compliance with the Calculation Date and the Payment Date definitions.

"**Collections**" means all amounts received by the Servicer or any other person in respect of the Instalments due under the Receivables and any other amounts whatsoever received by the Servicer or any other person in respect of the Receivables, including the Recoveries and the prepayments.

"**Conditions**" means these terms and conditions.

"**Consecutive Payment Dates**" means two consecutive Payment Dates.

"**CONSOB**" means *Commissione Nazionale per le Società e la Borsa*.

"**Consolidated Banking Act**" means Italian legislative decree number 385 of 1 September 1993, as amended and supplemented from time to time.

"**Corporate Servicer**" means doNext S.p.A., or any other person for the time being acting as Corporate Servicer pursuant to the Corporate Services Agreement.

"**Corporate Services Agreement**" means the corporate services agreement entered into on or about the Issue Date between the Issuer, the Corporate Servicer and the Servicer and including any agreement or other document expressed to be supplemental thereto.

"**CRR**" means the Regulation (EU) number 575/2013, as amended and/or supplemented from time to time.

"**CRR Assessment**" means the assessment of the compliance of the Notes with the provisions of article 243 of the CRR carried out by PCS.

"**Cumulative Default Ratio**" means, on any date, the ratio expressed as a percentage between the Outstanding Principal of the Receivables transferred to the Issuer and classified, starting from the relevant Valuation Date (included), as Defaulted Receivables (calculated as of the relevant date of classification as Defaulted Receivable) (including, for the avoidance of doubt, also Defaulted Receivables which have been repurchased by the Originator pursuant to the Master Receivables Purchase Agreement or which have been sold to third-parties in accordance with the provisions of the Servicing Agreement starting from the Issue Date (excluded)) and the aggregate of the Initial Outstanding Principal of the Receivables of the Initial Portfolio.

"**Cumulative Default Trigger Level**" means any of the following levels:

(i)	between the Issue Date and the date (included) falling 12 months thereafter:	1.50%
(ii)	between the date (excluded) falling 12 months after the Issue Date and the date (included) falling 24 months thereafter:	3.00%
(iii)	between the date (excluded) falling 24 months after the Issue Date and the date (included) falling 36 months thereafter:	5.70%
(iv)	from the date (excluded) falling 36 months after the Issue Date onwards:	8.00%

"**Cut-Off Date**" means, during the Revolving Period, each Collection Date.

"**DBRS**" means: (i) for the purpose of identifying the entity which has assigned the credit rating to the Rated Notes, DBRS Ratings GmbH and any successor to this rating activity, and (ii) in any other case, any entity that is part of DBRS Morningstar.

"**DBRS Equivalent Rating**" means the DBRS rating equivalent of any of the below ratings by Fitch, Moody's or S&P:

DBRS	Moody's	S&P	Fitch
AAA	Aaa	AAA	AAA
AA(high)	Aa1	AA+	AA+
AA	Aa2	AA	AA
AA(low)	Aa3	AA-	AA-
A(high)	A1	A+	A+
A	A2	A	A
A(low)	A3	A-	A-
BBB(high)	Baa1	BBB+	BBB+

BBB	Baa2	BBB	BBB
BBB(low)	Baa3	BBB-	BBB-
BB(high)	Ba1	BB+	BB+
BB	Ba2	BB	BB
BB(low)	Ba3	BB-	BB-
B(high)	B1	B+	B+
B	B2	B	B
B(low)	B3	B-	B-
CCC(high)	Caa1	CCC+	CCC+
CCC	Caa2	CCC	CCC
CCC(low)	Caa3	CCC-	CCC-
CC	Ca	CC	CC
C	C	D	D

"**DBRS Minimum Rating**" means, with respect to any issuer rating or senior unsecured debt rating (or other rating equivalent):

(a) if a Fitch public long term senior debt rating, a Moody's public long term senior debt rating and a S&P long term senior debt rating in respect of the Eligible Investment or the Eligible Institution, as the case may be (each, a "**Public Long Term Rating**") are all available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of such public long term rating remaining after disregarding the highest and lowest of such Public Long Term Ratings from such rating agencies (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below) (for this purpose, if more than one Public Long Term Rating has the same highest DBRS Equivalent Rating or the same lowest DBRS Equivalent Rating, then in each case one of such Public Long Term Ratings shall be so disregarded);

(b) if the DBRS Minimum Rating cannot be determined under paragraph (a) above, but Public Long Term Ratings by any two of Fitch, Moody's and S&P are available at such date, the DBRS Equivalent Rating of the lower such Public Long Term Rating (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below); and

(c) if the DBRS Minimum Rating cannot be determined under paragraphs (a) and (b) above, but Public Long Term Ratings by any one of Fitch, Moody's and S&P are available at such date, then the DBRS Equivalent Rating will be such Public Long Term Rating (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below).

If at any time the DBRS Minimum Rating cannot be determined under paragraphs (a) to (c) above, then a DBRS Minimum Rating of "C" shall apply at such time.

"**Debtor**" means any individual physical person who entered into a Loan Agreement as principal debtor or guarantor or who is liable for the payment or repayment of amounts due in respect of a Loan or who has assumed the original Debtor's obligation under an *accollo*, or otherwise.

"**Decree 239**" means Italian legislative decree number 239 of 1 April 1996, as amended and supplemented from time to time.

"**Decree 239 Deduction**" means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree 239.

"**Defaulted Receivables**" means any Receivable arising from a Loan Agreement:

(i) which has been classified by the Servicer as a "*credito in sofferenza*" in accordance with the Circular of the Bank of Italy number 272 of 30 July 2008 (*Matrice dei Conti*); or

(ii) which has been classified by the Servicer as an "*inadempienza probabile*" in accordance with the Circular of the Bank of Italy number 272 of 30 July 2008 (*Matrice dei Conti*), and in respect of which the relevant credit line granted to the Debtor has been revoked; or

(iii) in relation to which there are at least 8 consecutive Unpaid Instalments.

"**Delinquent Receivable**" means any Receivable, other than a Defaulted Receivable, with respect to which there is at least one Unpaid Instalment.

"**Determination Date**" means, in relation to the Notes:

(i) with respect to the Initial Interest Period, the date falling 2 Business Days prior to the Issue Date; and

(ii) with respect to each subsequent Interest Period, the date falling 2 Business Days prior to the Payment Date at the beginning of such Interest Period.

"**EBA**" means the European Banking Authority.

"**EBA Guidelines on STS Criteria**" means the guidelines on the criteria of simplicity, transparency and standardisation adopted by EBA on 12 December 2018 pursuant to the EU Securitisation Regulation and named "*Guidelines on the STS criteria for non-ABCP securitisation*".

"**Eligible Institution**" means a depository institution organised under the laws of any State which is a member of the European Union or of England or Wales or of the United States of America whose debt obligations (or whose obligations under the Transaction Documents to

which it is a party are guaranteed by a first demand, irrevocable and unconditional guarantee issued by a depository institution organised under the laws of any state which is a member of the European Union or of England or Wales or of the United States of America, whose unsecured and unsubordinated debt obligations) are rated as follows:

(i) with respect to DBRS, the rating at least equal to "A" being: (1) in case a public or private rating has been assigned by DBRS, the higher of (i) the rating one notch below the relevant institution's critical obligations rating ("**COR**") (if assigned), and (ii) the long-term senior unsecured debt rating or deposit rating; or (2) in case a long-term COR has not been assigned by DBRS, the higher of the relevant institution's issue rating, long-term senior unsecured debt rating or deposit rating; or (3) in case a public or private rating has not been assigned by DBRS, a DBRS Minimum Rating; and

(ii) with respect to Moody's, at least "P-2" by Moody's as a short-term deposit rating, or at least "Baa2" by Moody's as a long term deposit rating,

or such other rating or ratings as may be agreed by the relevant Rating Agency from time to time as would maintain the then current ratings of the Notes.

"**Eligible Investments**" means any senior, unsubordinated debt securities, investment, commercial paper, deposit or other instrument which is denominated in Euro and is in the form of bonds, notes, commercial papers, deposits or other financial instruments having at least the following ratings:

(i) a long term public rating of "Baa1" by Moody's, or such other rating as may comply with Moody's criteria from time to time; and

(ii) (1) a short term, public or private, rating of "R-1 (middle)" by DBRS or a long term, public or private, rating of "AA (low)" by DBRS, or such other rating as may comply with DBRS' criteria from time to time; or (2) in the absence of either a private or a public rating by DBRS, a DBRS Minimum Rating at least equivalent to "AA (low)" in respect of long-term debt,

provided that: (i) each maturity date shall fall not later than the immediately following Eligible Investments Maturity Date; (ii) any investment shall guarantee a fixed amount on account of principal at maturity not lower than the initial invested amount; and (iii) in any event, any account, deposit, instrument or fund which consist, in whole or in part, actually or potentially, of credit-linked notes, synthetic securities or similar claims resulting from the transfer of credit risk by means of credit derivatives, swaps or tranches of other asset backed securities or any other instrument from time to time specified in the ECB monetary policy regulations applicable from time to time shall be excluded.

"**Eligible Investments Maturity Date**" means the date falling on the 2nd Business Day prior to each Calculation Date.

"**Euribor**" means the Euro-Zone inter-bank offered rate for three month Euro deposits, as set out in Condition 7.5 (*Rate of Interest*).

"**Euro**", "**cents**" and "**€**" refer to the single currency introduced at the start of the third stage of the European Economic and Monetary Union and as defined in article 2 of Council Regulation (EC) number 974 of 3 May 1998 on the introduction of the Euro, as amended.

"**Euroclear**" means Euroclear Bank S.A./N.V., as operator of the Euroclear System, with offices at 1 boulevard du Roi Albert II, B-1210 Brussels.

"**EU Securitisation Regulation**" means Regulation (EU) number 2402 of 12 December 2017, as amended and/or supplemented from time to time.

"**Euronext Securities Milan**" means Monte Titoli S.p.A., *società per azioni* having its registered office at Piazza degli Affari, 6, 20123 Milan, Italy.

"**Euronext Securities Milan Account Holders**" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Euronext Securities Milan and includes any depository banks appointed by Euroclear and Clearstream.

"**Existing Receivables**" has the meaning ascribed to such term in paragraph (iii) of the definition of Receivables.

"**Expenses**" means:

(i) any and all documented fees, costs, expenses and taxes required to be paid to any third party creditors (other than the Noteholders and the Other Issuer Creditors) arising in connection with the Securitisation (including, without limitation, Rating Agencies' monitoring and surveillance fees, to the extent any Notes of any Class of Notes is then rated by the Rating Agencies) and/or required to be paid (as determined in accordance with the Corporate Services Agreement, by reference to the number of the then outstanding securitisation transactions carried out by the Issuer) in order to preserve the existence of the Issuer, to maintain it in good standing or to comply with applicable laws; and

(ii) any other documented costs, fees and expenses due to persons who are not parties to the Intercreditor Agreement which have been incurred in or in connection with the preservation or enforcement of the Issuer's Rights.

"**Expenses Account**" means the Euro denominated account established in the name of the Issuer with the Account Bank (IBAN: IT 68 N 02008 05351 000106802776) or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Extraordinary Resolution**" shall have the meaning ascribed to it in the Rules of the Organisation of the Noteholders.

"**Final Maturity Date**" means the Payment Date falling in November 2065.

"**Final Repurchase Price**" means an amount equal to the sum of:

(i) the aggregate of the Outstanding Principal and interest accrued and unpaid on the Receivables (other than the Defaulted Receivables and the Delinquent Receivables) at the end of the immediately preceding Calculation Period; and

(ii) for the Defaulted Receivables and the Delinquent Receivables, the last available net book value on the balance sheet of the Issuer.

"**Financial Laws Consolidation Act**" means Italian legislative decree number 58 of 24 February 1998, as amended and supplemented from time to time.

"**First Amortisation Payment Date**" means the first Payment Date after the expiry of the Revolving Period.

"**First Payment Date**" means the Payment Date falling on 5 February 2024.

"**Future Receivables**" has the meaning ascribed to such term in paragraph (iv) of the definition of Receivables.

"**General Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT 35 A 03479 01600 000802646701), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Holder**" or "**holder**" of a Note means the ultimate owner of a Note.

"**Initial Cash Reserve Amount**" means Euro 12,200,000.00.

"**Initial Interest Period**" means the first Interest Period, which shall begin on (and include) the Issue Date and end on (but exclude) the First Payment Date.

"**Initial Outstanding Principal**" means the principal amount outstanding in relation to each Receivable in accordance with the relevant Loan Agreement as at the relevant Valuation Date or Arising Date (net of any principal payment made until the relevant Valuation Date or Arising Date (included)).

"**Initial Portfolio**" means the portfolio of Receivables purchased on 4 September 2023 by the Issuer pursuant to the terms and condition of the Master Receivables Purchase Agreement.

"**Insolvency Event**" means in respect of any company or corporation that:

(i) such company or corporation has become subject to any applicable judicial liquidation, liquidation, administration, insolvency, composition or reorganisation (including, without limitation, "*liquidazione giudiziale*", "*concordato preventivo*", "*concordato preventivo in bianco*", "*concordato semplificato per la liquidazione del patrimonio*", "*liquidazione coatta amministrativa*", "*amministrazione straordinaria*", "*accordo di ristrutturazione dei debiti*", "*convenzione di moratoria*", "*accordo di ristrutturazione agevolato*" and "*composizione negoziata per la soluzione della crisi d'impresa*" and any applicable proceeding provided under the Italian Insolvency Code (or, with reference to petitions filed before the entry in force of the Italian Insolvency Code, the Italian Royal Decree number 267 of 16 March 1942), each such expression bearing the meaning ascribed to it by the laws of the Republic of Italy, including the seeking of liquidation, winding-up, reorganisation, dissolution, administration) or similar proceedings or the whole or any substantial part of the undertaking or assets of such company or corporation are subject to a *pignoramento*, *sequestro* or similar procedure having a similar

effect (other than, in the case of the Issuer, any portfolio of assets purchased by the Issuer for the purposes of further securitisation transactions), unless, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(ii) an application for the commencement of any of the proceedings under paragraph (i) above is made in respect of, or by, such company or corporation or such proceedings are otherwise initiated against such company or corporation and, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(iii) any of circumstances set out under articles 2446, 2447, 2482-*bis* and 2482-*ter* of the Italian civil code has arisen with respect of such company or corporation; or

(iv) such company or corporation takes any action for a re-adjustment of or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors (other than, in the case of the Issuer, the Other Issuer Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee, indemnity or assurance against loss given by it in respect of any indebtedness or applies for suspension of payments; or

(v) an order is made or an effective resolution is passed for the winding-up, liquidation or dissolution in any form of such company or corporation or any of the events under article 2484 of the Italian civil code occurs with respect to such company or corporation (except a winding-up for the purposes of, or pursuant to, a solvent amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Noteholders); or

(vi) such company or corporation becomes subject to any proceedings equivalent or analogous to those above under the law of any jurisdiction in which such company or corporation is deemed to carry on business.

"**Instalment**" means, with respect to each Loan Agreement, each instalment due from the relevant Debtor.

"**Intercreditor Agreement**" means the intercreditor agreement entered into on or about the Issue Date between, *inter alios*, the Issuer and the Other Issuer Creditors, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Interest Amount Arrears**" means the portion of the relevant Interest Payment Amount for the Notes of any Class, calculated pursuant to Condition 7.7 (*Determination of Rate of Interest and calculation of Interest Payment Amounts*), which remains unpaid on the relevant Payment Date.

"**Interest Available Funds**" means on each Calculation Date and in respect of the immediately following Payment Date, the aggregate of:

(i) all Interest Collections received by the Issuer during the immediately preceding Quarterly Collection Period (other than any undue amount of interest to be returned by the Issuer to the Originator under the Warranty and Indemnity Agreement);

(ii) all Recoveries (including, for avoidance of doubt, principal and interest components) received by the Issuer in respect of the immediately preceding Quarterly Collection Period;

(iii) all amounts of interest accrued and paid on the Accounts (other than the Expenses Account, the Securities Account and the Swap Collateral Account) during the immediately preceding Quarterly Collection Period (net of any applicable withholding or expenses);

(iv) all amounts on account of interest, premium or other profit received, up to the immediately preceding Eligible Investments Maturity Date, from any Eligible Investments made in accordance with the Cash Allocation, Management and Payments Agreement using funds standing to the credit of the Accounts (other than the Expenses Account, the Securities Account and the Swap Collateral Account);

(v) all amounts to be received by the Issuer under or in relation to any Swap Agreement in respect of such Payment Date (other than any early termination amount or Replacement Swap Premium and any Swap Collateral, Swap Tax Credits Amounts, or any other amount standing to the credit of the Swap Collateral Account; but including, for the avoidance of doubt, any amounts transferred from the Swap Collateral Account to the Payments Account in accordance with the Cash Allocation, Management and Payments Agreement following the termination of the Swap Agreement);

(vi) the Cash Reserve Usage Amount (if any) on the Calculation Date immediately preceding such Payment Date;

(vii) any amount (other than any Cash Reserve Excess Amount) received by the Issuer from any Transaction Party during the immediately preceding Quarterly Collection Period, standing on the credit of any Account (other than the Expenses Account and the Swap Collateral Account) and not already included in any of the other items of the Interest Available Funds;

(viii) any Interest Available Funds that have not been applied on the immediately preceding Payment Date;

(ix) any Principal Available Funds to be allocated in or towards provision of the Interest Available Funds on such Payment Date in accordance with the Pre-Acceleration Principal Priority of Payments and the Transaction Documents;

(x) on the Payment Date on which the Notes will be redeemed in full, any amounts standing to the credit of the Expenses Account.

"**Interest Collections**" means all amounts on account of interest, fees and prepayment penalties received by the Issuer in respect of the Receivables (other than the Defaulted Receivables).

"**Interest Instalment**" means the component of each Instalment represented by accrued and unpaid interest and any additional expenses and commissions (if any).

"**Interest Payment Amount**" means the amount payable in respect of interest of the Notes on each Notes Payment Date in accordance with Condition 7.7 (*Determination of Rate of Interest and calculation of Interest Payment Amounts*).

"**Interest Period**" means each period from (and including) a Payment Date to (but excluding) the next following Payment Date.

"**Interim Collection Account**" means the Euro denominated account established in the name of the Issuer with the Account Bank (IBAN: IT 79 G 02008 05351 000106802753), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement, provided that if the Account Bank and the Additional Account Bank are the same entities, Interim Collection Account means Collection Account.

"**Issue Date**" means 11 October 2023 or such other date on which the Notes are issued.

"**Issue Price**" means, in respect of each Class of Notes, 100% of the Principal Amount Outstanding of the Notes of the relevant Class upon issue.

"**Issuer**" means ARTS Consumer 2023 S.r.l., a *società a responsabilità limitata* with sole quotaholder incorporated under the laws of the Republic of Italy in accordance with article 3 of the Securitisation Law, quota capital of Euro 10,000.00 fully paid up, having its registered office at Viale dell'Agricoltura, 7, 37135 Verona, Italy, fiscal code and enrolment in the companies' register of Verona number 05419700264, enrolled in the register of special purpose vehicle held by Bank of Italy pursuant to the regulation issued by the Bank of Italy on 7 June 2017 and having as its sole corporate object the performance of securitisation transactions in accordance with the Securitisation Law.

"**Issuer Available Funds**" means the aggregate of the Interest Available Funds and the Principal Available Funds.

"**Issuer's Rights**" means the Issuer's rights under the Transaction Documents.

"**Italian Insolvency Code**" means the Italian Legislative Decree number 14 of 12 January 2019, which has repealed the Italian Royal Decree no. 267 of 16 March 1942.

"**Joint Resolution**" means the resolution of 13 August 2018 jointly issued by CONSOB and Bank of Italy (named "*Disciplina dei servizi di gestione accentrata, di liquidazione, dei sistemi di garanzia e delle relative società di gestione*") containing rules on custody, clearing and settlement, as amended and/or supplemented from time to time.

"**Junior Notes**" or "**Unrated Notes**" means the Class E Notes and the Class F Notes.

"**Liabilities**" means in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgements, actions, proceedings or other liabilities whatsoever including

legal fees and any taxes and penalties incurred by that person, together with any value added or similar tax charged or chargeable in respect of any sum referred to in this definition.

"**Loan**" means each personal loan granted by UniCredit S.p.A. to a Debtor whose Receivables has been assigned to the Issuer in accordance with the Master Receivables Purchase Agreement.

"**Loan Agreement**" means each agreement from which a Receivable arises, entered into between the Originator and a Debtor.

"**Mandate Agreement**" means the mandate agreement entered into on or about the Issue Date between the Issuer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Master Definitions Agreement**" means the master definitions agreement entered into on or about the Issue Date between, *inter alios*, the Issuer, the Originator and the Other Issuer Creditors, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Master Portfolio**" means the Initial Portfolio of Receivables purchased on 4 September 2023 by the Issuer pursuant to the terms and condition of the Master Receivables Purchase Agreement and any Subsequent Portfolio of Receivables purchased by the Issuer from the Originator from time to time pursuant to the terms and conditions of the Master Receivables Purchase Agreement.

"**Master Portfolio's Arrears Ratio**" means 5 per cent. of the Outstanding Principal of the Receivables of the Master Portfolio as at the relevant Cut-Off Date.

"**Master Receivables Purchase Agreement**" means the master receivables purchase agreement entered into on 4 September 2023 between the Issuer and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Maximum Balance of the Principal Accumulation Account**" means an amount equal to 15% of the Outstanding Principal of the Receivables of the Master Portfolio as of the second preceding Cut-Off Date.

"**Mezzanine Notes**" means, together, the Class B Notes, the Class C Notes and the Class D Notes.

"**Moody's**" means: (i) for the purpose of identifying the entity which has assigned the credit rating to the Rated Notes, Moody's Italia S.r.l. and any successor to this rating activity, and (ii) in any other case, any entity that is part of Moody's Investors Service.

"**Most Senior Class of Notes**" means:

(i) the Class A Notes (for so long as there are Class A Notes outstanding); or

(ii) if no Class A Notes are then outstanding, the Class B Notes (for so long as there are Class B Notes outstanding); or

(iii) if no Class A Notes or Class B Notes are then outstanding, the Class C Notes (for so long as there are Class C Notes outstanding); or

(iv) if no Class A Notes, Class B Notes or Class C Notes are then outstanding, the Class D Notes (for so long as there are Class D Notes outstanding); or

(v) if no Class A Notes, Class B Notes, Class C Notes or Class D Notes are then outstanding, the Class E Notes (for so long as there are Class E Notes outstanding); or

(vi) if no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes are then outstanding, the Class F Notes (for so long as there are Class F Notes outstanding).

"**Noteholders**" means, together, the holders of the Class A Notes, the holders of Class B Notes, the holders of Class C Notes, the holders of Class D Notes, the holders of Class E Notes and the holders of the Class F Notes.

"**Notes**" means, together, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.

"**Obligations**" means all the obligations of the Issuer created by, or arising under, the Notes and the Transaction Documents.

"**Offer Date**" means the date falling on the 8th Business Day prior to each Payment Date during the Revolving Period, on which the Originator may deliver to the Issuer a Transfer Proposal.

"**Organisation of the Noteholders**" means the association of the Noteholders, organised pursuant to the Rules of the Organisation of the Noteholders.

"**Originator**" means UniCredit S.p.A.

"**Other Component of the Purchase Price**" means, in relation to the Existing Receivables, the sum of the Accrued Interest of the relevant Existing Receivables and any other amount due and not paid by the relevant Debtor as the Valuation Date (included).

"**Other Issuer Creditors**" means the Originator, the Servicer, the Account Bank, the Additional Account Bank, the Cash Manager, the Principal Paying Agent, the Calculation Agent, the Corporate Servicer, the Back-up Servicer Facilitator, the Stichting Corporate Services Provider, the Subordinated Loan Provider, the Swap Counterparty and the Representative of the Noteholders and any party who at any time accedes to the Intercreditor Agreement.

"**Outstanding Principal**" means, on any relevant date, in relation to any Receivable, the aggregate of the Principal Instalments which shall be paid on each following Scheduled Instalment Due Date and the Principal Instalments due but unpaid on such date.

"**Paying Agents**" means the Principal Paying Agent and any additional paying agent appointed pursuant to Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*).

"**Payment Date**" means: (a) prior to the delivery of a Trigger Notice, the 5th calendar day of February, May, August and November in each year or, if such day is not a Business Day, the

immediately following Business Day, and (b) following the delivery of a Trigger Notice, any Business Day on which any payment is required to be made by the Representative of the Noteholders in accordance with the Post Trigger Notice Priority of Payments, the Conditions and the Intercreditor Agreement.

"**Payments Account**" means the Euro denominated account established in the name of the Issuer with the Principal Paying Agent with (IBAN: IT 65 Z 03479 01600 000802646700), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Payments Report**" means the report setting out all the payments to be made on the following Payment Date under the applicable Priority of Payments, which shall be prepared and delivered by the Calculation Agent in accordance with the Cash Allocation, Management and Payments Agreement before the delivery of a Trigger Notice.

"**Portfolio**" means, as the case may be, the Initial Portfolio or a Subsequent Portfolio.

"**Post-Acceleration Priority of Payments**" means the order in which the Issuer Available Funds shall be applied in accordance with Condition 6.3 (*Post-Acceleration Priority of Payments*).

"**Pre-Acceleration Interest Priority of Payments**" means the order of priority in which the Interest Available Funds shall be applied in accordance with Condition 6.1 (*Pre-Acceleration Interest Priority of Payments*).

"**Pre-Acceleration Principal Priority of Payments**" means the order of priority in which the Principal Available Funds shall be applied in accordance with Condition 6.2 (*Pre-Acceleration Principal Priority of Payments*).

"**Principal Accumulation Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank with (IBAN: IT 86 C 03479 01600 000802646703), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Principal Amount Outstanding**" means, on any date, (i) the principal amount of a Note or a Class of Notes upon issue, minus (ii) the aggregate amount of all principal payments which have been paid prior to such date, in respect of such Note or Class of Notes.

"**Principal Available Funds**" means, on each Calculation Date and in respect of the immediately following Payment Date, the aggregate of:

(i) all Principal Collections received by the Issuer during the immediately preceding Quarterly Collection Period (other than any undue amount of principal to be returned by the Issuer to the Originator under the Warranty and Indemnity Agreement);

(ii) the Interest Available Funds, if any, to be credited to the Principal Deficiency Ledger on such Payment Date under items *Ninth*, *Eleventh*, *Thirteenth*, *Fifteenth*, *Seventeenth* and *Nineteenth* of the Pre-Acceleration Interest Priority of Payments on such Payment Date;

(iii) any amount allocated to the credit of the Reinvestment Ledger pursuant to item *Third* of the Pre-Acceleration Principal Priority of Payments on any preceding Payment Date;

(iv) all the proceeds deriving from the sale, if any, of the Master Portfolio or of individual Receivables, in each case in accordance with the provisions of the Transaction Documents;

(v) on each Payment Date during the Revolving Period, the amounts standing to the credit of the Principal Accumulation Account;

(vi) any amount allocated on such Payment Date under item *Twenty-eighth* of the Pre-Acceleration Interest Priority of Payments;

(vii) any Principal Available Funds that have not been applied on the immediately preceding Payment Date.

"**Principal Collections**" means all amounts on account of principal received in respect of the Receivables (other than the Defaulted Receivables).

"**Principal Component of the Purchase Price**" means, in relation to each Receivables, the Initial Outstanding Principal of each such Receivable.

"**Principal Deficiency Ledger**" means the Class A Principal Deficiency Sub-Ledger, the Class B Principal Deficiency Sub-Ledger, the Class C Principal Deficiency Sub-Ledger, the Class D Principal Deficiency Sub-Ledger, the Class E Principal Deficiency Sub-Ledger and the Class F Principal Deficiency Sub-Ledger.

"**Principal Instalment**" means the component of each Instalment represented by principal due to be repaid.

"**Principal Paying Agent**" means BNP Paribas, or any other person for the time being acting as Principal Paying Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Principal Payment Amount**" means the principal amount redeemable in respect of a nominal amount of Euro 1,000 of each Note of each Class of Notes on any Payment Date pursuant to Condition 8.6 (*Calculation of Principal Payment Amount and Principal Amount Outstanding*).

"**Priority of Payments**" means the order of priority pursuant to which the Issuer Available Funds shall be applied on each Payment Date prior to and/or following the service of a Trigger Notice in accordance with the Conditions and the Intercreditor Agreement.

"**Prospectus**" means the prospectus issued by the Issuer in connection with the issuance of the Notes.

"**Purchase Price**" means the sum of the Principal Component of the Purchase Price and the Other Component of the Purchase Price payable by the Issuer to the Originator in respect of the Initial Portfolio and each Subsequent Portfolio.

"**Purchase Price Adjustment**" means, in relation to any Receivable erroneously excluded from the Master Portfolio pursuant to clause 4.3 of the Master Receivables Purchase Agreement, an amount calculated in accordance with such agreement.

"**Purchase Termination Event**" means any of the events listed under Condition 13.1 (*Purchase Termination Event*) and clause 9 of the Master Receivables Purchase Agreement.

"**Purchase Termination Notice**" has the meaning ascribed to such terms under Condition 13.1 (*Purchase Termination Event*).

"**Quarterly Collection Period**" means:

(i) prior to the service of a Trigger Notice, each period commencing on (and excluding) a Collection Date and ending on (and including) the next Collection Date;

(ii) following the service of a Trigger Notice, each period commencing on (but excluding) the last day of the preceding Quarterly Collection Period and ending on (and including) the next following Collection Date as determined by the Representative of the Noteholders; and

(iii) in the case of the first Quarterly Collection Period, the period commencing on (and including) the Valuation Date related to the Initial Portfolio and ending on (and including) the Collection Date falling in December 2023.

"**Quota Capital Account**" means the Euro denominated account established in the name of the Issuer with Banca Finanziaria Internazionale S.p.A. (IBAN: IT20L0326661620000014116362), or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Quotaholder**" means Stichting Vettore, a Dutch foundation (*stichting*) incorporated under the laws of The Netherlands and having its registered office at Lokatellikade, 1, 1076 AZ, Amsterdam and enrolled at the Chamber of Commerce in Amsterdam under number 87909154.

"**Quotaholder's Agreement**" means the agreement entered into on or about the Issue Date between the Quotaholder, the Issuer, the Originator and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Rate of Interest**" means the rate of interest payable from time to time on the Notes.

"**Rated Notes**" means the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.

"**Rated Notes Subscription Agreement**" means the subscription agreement relating to the Rated Notes entered into on or about the Issue Date between the Issuer, the Originator, the Sole Arranger, the Sole Lead Manager and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Rating Agencies**" means DBRS and Moody's and "**Rating Agency**" means any one of them as the context requires.

"**Receivables**" means any and all existing and future claim deriving from the Loans and the Loan Agreements including, without limitation:

(i) amounts due on account of principal and interest accrued (and not yet paid), in relation to the Receivables as at the relevant Valuation Date (included);

(ii) amounts on account of principal not yet due and interest (including default and legal interest) accruing on the Receivables starting from the relevant Valuation Date (excluded);

(iii) amounts due as at the relevant Valuation Date (included) and accruing from the relevant Valuation Date (included) on account of reimbursement of losses, costs, indemnities and damages, fees, prepayment penalties and other amounts due in case of prepayment of the Loans, with express inclusions of recovery expenses in relation to Crediti non in Bonis, expenses in connection with the payment of instalments (spese incasso rata) as well as any other expense relating to the management of the Receivables (including, without limitation, expenses relating to the delivery of account statements and/or other notices to the Debtors) (together with the amounts under items (i) and (ii) above, the "**Existing Receivables**");

(iv) amounts owed for outstanding principal and interest (including default and legal interest) which will accrue in relation to further disbursements (where envisaged therein) under the relevant Loan Agreement starting from the relevant Arising Date (included) (the "**Future Receivables**"),

together with all and any guarantee and other ancillary rights transferable together with the Receivables, including the guarantees (and including the so called *garanzie omnibus*) deriving from any security arrangement, granted or in any other way existing in favour of the Originator in relation to a Loan, a Loan Agreement or a Receivable.

"**Receivables Purchase Agreements**" means each receivables purchase agreement to be entered into through a Transfer Proposal and the relevant acceptance thereof by and between the Issuer and the Originator in relation to the purchase of any Subsequent Portfolio, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

"**Recoveries**" means any amounts received or recovered in relation to any Defaulted Receivables (irrespective of whether it relates to principal, interest, expenses or otherwise).

"**Regulatory Change Event**" has the meaning ascribed to such term in Condition 8.3.2.

"**Reinvestment Ledger**" means the ledger of the same name maintained by the Additional Account Bank, which will be calculated by the Calculation Agent in accordance with the Cash Allocation, Management and Payments Agreement.

"**Replacement Swap Premium**" means the amount payable by the Issuer to any replacement swap counterparty or by any replacement swap counterparty to the Issuer (as the case may be) in order to enter into a replacement swap agreement to replace or novate the Swap Agreement.

"**Representative of the Noteholders**" means Banca Finanziaria Internazionale S.p.A., or any other person for the time being acting as representative of the Noteholders in accordance with the Conditions.

"**Retention Amount**" means an amount equal to Euro 100,000.00, provided that on the Payment Date on which the Notes are repaid in full, the Retention Amount will be the amount indicated by the Corporate Servicer in order to pay the Issuer's expenses following the repayment in full of the Notes.

"**Revolving Period**" means the period starting from the Issue Date and ending on the earlier of:

(i) the Payment Date (included) falling in November 2024;

(ii) the date on which a Purchase Termination Notice or Trigger Notice has been served pursuant to, respectively, Condition 13 (Purchase Termination Events) or Condition 12 (Trigger Events);

(iii) the Payment Date falling immediately after the second (also non-consecutive) Offer Date on which the Master Portfolio did not comply with the requirements set out in clause 8 of the Master Receivables Purchase Agreement;

(iv) the date on which a notice has been served pursuant to, respectively, Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*).

"**Rules of the Organisation of the Noteholders**" or "**Rules**" means the rules of the organisation of the Noteholders attached as an Exhibit to the Conditions, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Scheduled Instalment Due Date**" means any date on which an Instalment is due pursuant to a Loan Agreement.

"**Securitisation**" means the securitisation of the Receivables made by the Issuer through the issuance of the Notes, pursuant to articles 1 and 5 of the Securitisation Law.

"**Securitisation Law**" means Italian Law number 130 of 30 April 1999, as amended and supplemented from time to time.

"**Security**" means the Security Interests created pursuant to the Security Assignment.

"**Security Assignment**" means the English law security assignment entered into on or about the Issue Date between the Issuer and the Representative of the Noteholders (acting on behalf of the Noteholders and of the Other Issuer Creditors), as amended and supplemented from time to time.

"**Security Interest**" means:

(i) any mortgage, charge, pledge, lien, privilege (*privilegio speciale*) or other security interest securing any obligation of any person;

(ii) any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or

(iii) any other type of preferential arrangement having a similar effect.

"**Securities Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (number 2646700), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Segregated Assets**" means the Master Portfolio, any monetary claim of the Issuer under the Transaction Documents, all cash flows deriving from both of them and any Eligible Investments purchased therewith segregated by operation of law from the Issuer's other assets.

"**Senior Notes**" means the Class A Notes.

"**Sequential Redemption Event**" means, in respect of any Payment Date during the Amortisation Period prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the occurrence of any of the following events:

(i) the absolute value of the balance of the Class E Principal Deficiency Sub-Ledger, after application of the Interest Available Funds in accordance with the Pre-Acceleration Interest Priority of Payments, is higher than zero; or

(ii) the Cumulative Default Ratio is greater than any of the following levels:

(a) between the Issue Date and the date (included) falling 12 months thereafter: 1.50%;

(b) between the date (excluded) falling 12 months after the Issue Date and the date (included) falling 24 months thereafter: 3.00%;

(c) between the date (excluded) falling 24 months after the Issue Date and the date (included) falling 36 months thereafter: 5.70%;

(d) from the date (excluded) falling 36 months after the Issue Date onwards: 8.00%;

(iii) the Clean-up Call Condition has occurred but the Clean-up Call Option has not been exercised by the Originator.

"**Servicer**" means UniCredit S.p.A., or any other person acting for the time being acting as Servicer pursuant to the Servicing Agreement.

"**Servicing Agreement**" means the agreement entered into on 4 September 2023 between the Issuer and the Servicer, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Sole Arranger**" means UniCredit Bank AG.

"**Sole Lead Manager**" means UniCredit Bank AG.

"**Specific Criteria**" means the specific criteria used for the selection of the Initial Portfolio as set out under schedule 2, Part A, of the Master Receivables Purchase Agreement and which might be used for the selection of each Subsequent Portfolio as specified in schedule 2, Part B, of the Master Receivables Purchase Agreement.

"**Specified Office**" means (i) with respect to the Principal Paying Agent (a) the office specified against its name in clause 21.3 (*Addresses*) of the Cash Allocation, Management and Payments Agreement; or (b) such other office as the Principal Paying Agent may specify in accordance with clause 16.10 (*Change in Specified Offices*) of the Cash Allocation, Management and Payment Agreement and (ii) with respect to any additional or other paying agent appointed pursuant to Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*) and the provisions of the Cash Allocation, Management and Payments Agreement, the specified office notified to the Noteholders upon notification of the appointment of each such paying agent in accordance with Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*) and in each such case, such other address as it may specify in accordance with the provisions of the Cash Allocation, Management and Payments Agreement.

"**Stichting Corporate Services Agreement**" means the stichting corporate services agreement entered into on or about the Issue Date between the Issuer, the Quotaholder, the Stichting Corporate Services Provider in the context of the Securitisation.

"**Stichting Corporate Services Provider**" means Wilmington Trust SP Services (London) Limited or any other entity acting as such from time to time under the Securitisation.

"**STS**" means simple, transparent and standardised within the meaning of article 18 of the EU Securitisation Regulation.

"**Subordinated Loan**" means from time to time, the loan disbursed by the Subordinated Loan Provider under the Subordinated Loan Agreement and not repaid by the Issuer.

"**Subordinated Loan Agreement**" means the loan agreement entered into on or about the Issue Date between the Issuer and the Subordinated Loan Provider.

"**Subordinated Loan Provider**" means UniCredit S.p.A.

"**Subordinated Loan Redemption Amount**" means:

(i) with respect to each Payment Date prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the amount necessary to reduce the amount of principal outstanding in relation to the Subordinated Loan to the amount set out in the following table:

Payment Date	*Target principal amount outstanding of the Subordinated Loan (as a % of the nominal amount of the Subordinated Loan)*
February 2024	90%
May 2024	80%
August 2024	70%
November 2024	60%
February 2025	50%
May 2025	40%
August 2025	30%
November 2025	20%
February 2026	10%
May 2026	0%

and

(b) the Interest Available Funds remaining after application of items from *First* to *Twenty-eight* in accordance with the Pre-Acceleration Interest Priority of Payments.

(ii) with respect to (A) each Payment Date following the delivery of a Trigger Notice or (B) the Payment Date on which the Notes are redeemed pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the Issuer Available Funds remaining after application of items from *First* to *Nineteenth* in accordance with the Post-Acceleration Priority of Payments;

(b) the amount of principal outstanding in relation to the Subordinated Loan on the immediately preceding Payment Date after giving effect to any payment of the Class F Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Subordinated Swap Amounts**" means any termination amount payable by the Issuer to the Swap Counterparty under the Swap Agreement as a result of either (a) an Event of Default (as defined in the Swap Agreement) where such Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement); or (b) an Additional Termination Event (as defined in the Swap Agreement) which occurs as a result of the failure of such Swap Counterparty to comply with the requirements of a rating downgrade provision set out under the relevant Swap Agreement.

"**Subscription Agreements**" means, together, the Rated Notes Subscription Agreement and the Unrated Notes Subscription Agreement.

"**Subsequent Portfolio**" means any portfolio of Receivables (other than the Initial Portfolio) purchased by the Issuer from the Originator from time to time pursuant to the terms and conditions of the Master Receivables Purchase Agreement.

"**Swap Agreement**" means the swap agreement entered into between the Issuer and the Swap Counterparty comprising a 1992 ISDA Master Agreement and Schedule thereto, a 1995 ISDA Credit Support Annex thereto, a confirmation documenting the interest rate swap transaction supplemental thereto and the transactions effected thereunder in respect of the Senior Notes (or such replacement swap agreement as the Issuer may enter into in accordance with the Transaction Documents).

"**Swap Collateral**" means an amount equal to the value of the collateral (or the applicable part of any collateral) provided by the Swap Counterparty to the Issuer in respect of such Swap Counterparty's obligations to transfer collateral to the Issuer under the Swap Agreement.

"**Swap Collateral Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT63D0347901600000802646704), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Swap Counterparty**" means UniCredit S.p.A. or any successor or assignee thereto in accordance with the Swap Agreement.

"**T2**" means the real time gross settlement system operated by the Eurosystem (T2) combining the functionalities of a Real Time Gross Settlement (RTGS) system with those of a Central Liquidity Management (CLM) system and which was launched on 20 March 2023.

"**Target Day**" means any day on which the T2 is open for the settlement of payments in Euro.

"**Tax**" means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or any political sub-division thereof or any authority thereof or therein.

"**Tax Event**" means the imposition, at any time after the Issue Date, of:

(i) any Tax Deduction in respect of any payment to be made by the Issuer (other than in respect of a Decree 239 Deduction); or

(ii) any changes in the Tax law of Italy (or in the application or official interpretation of such law) which would cause the total amount payable in respect of the Master Portfolio to cease to be receivable by the Issuer (including as a result of any of the Debtors being obliged to make a Tax Deduction in respect of any payment in relation to any Receivables).

"**Tax Deduction**" means any deduction or withholding on account of Tax.

"**Transaction Documents**" means, together, the Master Receivables Purchase Agreement, the Servicing Agreement, the Warranty and Indemnity Agreement, the Cash Allocation Management and Payments Agreement, the Subscription Agreements, the Intercreditor Agreement, the Quotaholder's Agreement, the Corporate Services Agreement, the Mandate Agreement, the Master Definitions Agreement, the Stichting Corporate Services Agreement, the Subordinated Loan Agreement, the Swap Agreement, the Security Assignment, these Conditions, and any other document which may entered into, from time to time in connection with the Securitisation.

"**Transfer Date**" means, (i) in relation to the Initial Portfolio, 4 September 2023, and (ii) in relation to the Subsequent Portfolio, the date on which the Originator receives from the Issuer the acceptance of the relevant Transfer Proposal.

"**Transfer Proposal**" means a letter in the form and substance of schedule 4 of the Master Receivables Purchase Agreement to be delivered by the Originator in accordance with the Master Receivables Purchase Agreement.

"**Trigger Event**" means any of the events described in Condition 12 (*Trigger Events*).

"**Trigger Notice**" means the notice served by the Representative of the Noteholders on the Issuer declaring the Notes to be due and payable in full following the occurrence of a Trigger Event as described in Condition 12.2 (*Delivery of a Trigger Notice*).

"**Unpaid Instalment**" means an Instalment which, on any date, is due but not paid in full for at least 30 days from the date the payment was due in accordance with the relevant Loan Agreement.

"**Unrated Notes Subscription Agreement**" means the subscription agreement relating to the Unrated Notes entered into on or about the Issue Date between the Issuer, the Originator and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Valuation Date**" means: (i) with respect to the Initial Portfolio, 00:01 on 1 September 2023; and (ii) with respect to any Subsequent Portfolio, 00:01 of the first day of the month following the relevant Collection Date on which any such Subsequent Portfolio is being selected on the basis of the Criteria.

"**Variable Return**" means the amount, which may be payable on the Class F Notes on each Payment Date subject to the Conditions, determined by reference to (i) the residual Issuer Available Funds after satisfaction of the items ranking in priority to the Variable Return on the Class F Notes in accordance with the applicable Priority of Payments, and (ii) any Cash Reserve Excess Amount.

"**VAT**" means *Imposta sul Valore Aggiunto* (IVA) as defined in the Italian D.P.R. number 633 of 26 October 1972, as amended and implemented from time to time.

"**Warranty and Indemnity Agreement**" means the agreement entered into on 4 September 2023 between the Issuer and the Originator, as from time to time modified in accordance with the

provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

2.2 **Interpretation**

Any reference in these Conditions to:

2.2.1 "**holder**" and "**Holder**" mean the ultimate holder of a Note and the words "**holder**", "**Noteholder**" and related expressions shall be construed accordingly;

2.2.2 a "**law**" shall be construed as a reference to any law, statute, decree, judgment, treaty, regulation, directive, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body and a reference to any provision of any law, statute, decree, judgment, treaty, regulation, directive, order or any such legislative measure is to that provision as amended or re-enacted;

2.2.3 "**person**" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state and any association or partnership (whether or not having legal personality) of two or more of the foregoing;

2.2.4 a "**successor**" of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under any Transaction Document or to which, under such laws, such rights and obligations have been transferred.

2.3 **Transaction Documents and other agreements**

Any reference to the Master Definitions Agreement, any other document defined as a "**Transaction Document**" or any other agreement or document shall be construed as a reference to the Master Definitions Agreement, such other Transaction Document or, as the case may be, such other agreement or document as the same may have been, or may from time to time be amended, varied, novated, supplemented or replaced.

2.4 **Master Definitions Agreement**

Words and expressions used herein and not otherwise defined shall have the meanings and constructions ascribed to them in the Master Definitions Agreement.

3 **DENOMINATION, FORM AND TITLE**

3.1 **Denomination**

The Notes are issued in the minimum denomination of €100,000 and integral multiples of €1,000 in excess thereof.

3.2 **Form**

The Notes are issued in bearer and dematerialised form (*forma dematerializzata*) and will be evidenced by, and title thereto will be transferable by means of, one or more book-entries in

accordance with the provisions of (i) article 83-*bis* of the Financial Laws Consolidation Act, and (ii) the Joint Resolution.

3.3 **Title and Euronext Securities Milan**

The Notes will be held by Euronext Securities Milan on behalf of the ultimate owners until redemption and/or cancellation thereof for the account of the relevant Euronext Securities Milan Account Holders. No physical documents of title will be issued in respect of the Notes. Euronext Securities Milan shall act as depository for Clearstream and Euroclear in accordance with article 83-*bis* of the Financial Laws Consolidation Act, through the authorised institutions referred to article 83-*quater* of the Financial Laws Consolidation Act.

3.4 **Holder Absolute Owner**

Except as ordered by a court of competent jurisdiction, as required by law, the Issuer, the Representative of the Noteholders and the Principal Paying Agent may (to the fullest extent permitted by applicable laws) deem and treat the Euronext Securities Milan Account Holder, whose account is at the relevant time credited with a Note, as the absolute owner of such Note for the purposes of payments to be made to the holder of a Note (whether or not the Note is overdue and notwithstanding any notice to the contrary or any notice of ownership or writing on the Note or any notice of any previous loss or theft of the Note) and shall not be liable for doing so.

3.5 **The Rules**

The rights and powers of the Noteholders may only be exercised in accordance with the Rules attached to these Conditions as an Exhibit which shall constitute an integral and essential part of these Conditions.

4 STATUS, SEGREGATION AND RANKING

4.1 **Status**

The Notes constitute limited recourse obligations of the Issuer and, accordingly, the obligation of the Issuer to make payments under the Notes is limited to the amounts received or recovered by the Issuer in respect of the Master Portfolio and pursuant to the exercise of the Issuer's Rights, as further specified in Condition 9.2 (*Limited recourse obligations of the Issuer*). The Noteholders acknowledge that the limited recourse nature of the Notes produces the effects of a "*contratto aleatorio*" under Italian law and are deemed to accept the consequences thereof, including, but not limited to, the provisions of article 1469 of the Italian civil code.

4.2 **Segregation of Issuer's Rights**

4.2.1 The Notes are secured by certain assets of the Issuer pursuant to the Security Assignment and in addition the Notes have the benefit of the provisions of article 3 of the Securitisation Law, pursuant to which the Master Portfolio, any monetary claim of the Issuer under the Transaction Documents, all cash-flows deriving from both of them and any Eligible Investments purchased therewith (together, the "**Segregated Assets**") are segregated by operation of law from the Issuer's other assets. Both before and after a winding up of the Issuer, amounts deriving from the Master Portfolio and the other

Segregated Assets will be exclusively available for the purpose of satisfying the obligations of the Issuer to the Noteholders and to the Other Issuer Creditors or to any other creditors of the Issuer in respect of any costs, fees and expenses in relation to the Securitisation in priority to the Issuer's obligations to any other creditors.

4.2.2 The Master Portfolio and the other Segregated Assets may not be seized or attached in any form by creditors of the Issuer other than the Noteholders, until full discharge by the Issuer of its payment obligations under the Notes or cancellation thereof. Pursuant to the terms of the Intercreditor Agreement and the Mandate Agreement, the Issuer has empowered the Representative of the Noteholders, following the delivery of a Trigger Notice or, subject to the fulfilment of certain conditions, upon failure by the Issuer to exercise its rights under the Transaction Documents (but only in relation to the powers and authority needed by the Representative of the Noteholders to enforce the rights, entitlements or remedies, to exercise the discretion, authorities or powers, to give the direction or make the determination in respect of which the failure has occurred), to exercise all the Issuer's non-monetary rights, powers and discretion under certain Transaction Documents taking such action in the name and on behalf of the Issuer as the Representative of the Noteholders may deem necessary to protect the interests of the Issuer, the Noteholders and the Other Issuer Creditors in respect of the Master Portfolio, the other Segregated Assets and the Issuer's Rights. Italian law governs the delegation of such powers.

4.3 **Ranking**

The Notes of each Class rank *pari passu* and *pro rata* without any preference or priority among themselves for all purpose.

4.3.1 Prior to the delivery of a Trigger Notice or redemption of the Notes in accordance with Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) and Condition 8.4 (*Optional redemption for taxation reasons*), in respect of the obligation of the Issuer to pay interest and Variable Return on the Notes, the Notes rank as provided in Condition 6.1 (*Pre-Acceleration Interest Priority of Payments*).

4.3.2 Prior to the delivery of a Trigger Notice or redemption of the Notes in accordance with Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) and Condition 8.4 (*Optional redemption for taxation reasons*), in respect of the obligation of the Issuer to repay principal on the Notes, the Notes rank as provided in Condition 6.2 (*Pre-Acceleration Principal Priority of Payments*).

4.3.3 Following the delivery of a Trigger Notice or in case of redemption of the Notes in accordance with Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), in respect of the obligation of the Issuer to pay interest, Variable Return and repay principal on the Notes, the Notes will rank as specified in Condition 6.3 (*Post-Acceleration Priority of Payments*).

4.4 **Obligations of Issuer only**

The Notes are obligations solely of the Issuer and are not obligations of, or guaranteed by, any other entity or person.

5 **COVENANTS**

For so long as any amount remains outstanding in respect of the Notes of any Class, the Issuer shall not, save with the prior written consent of the Representative of the Noteholders or as expressly provided in or contemplated by any of the Transaction Documents:

5.1 **Negative pledge**

create or permit to subsist any Security Interest whatsoever over the Master Portfolio or any part thereof or over any of its other assets or sell, lend, part with or otherwise dispose of all or any part of the Master Portfolio or any of its assets, except in connection with any further securitisations permitted pursuant to Condition 5.11 (*Further securitisations*) below; or

5.2 **Restrictions on activities**

5.2.1 engage in any activity whatsoever which is not incidental to or necessary in connection with the Securitisation, any further securitisation complying with Condition 5.11 (*Further securitisations*) or with any of the activities in which the Transaction Documents provide or envisage that the Issuer will engage; or

5.2.2 have any subsidiary (*società controllata* or *società collegata* each as defined in article 2359 of the Italian civil code) or any employees or premises; or

5.2.3 at any time approve or agree or consent to any act or thing whatsoever which may be materially prejudicial to the interests of the Noteholders under the Transaction Documents and shall not do, or permit to be done, any act or thing in relation thereto which may be materially prejudicial to the interests of the Noteholders under the Transaction Documents; or

5.2.4 become the owner of any real estate asset; or

5.2.5 enter into derivative contracts save as expressly permitted by article 21(2) of the EU Securitisation Regulation; or

5.3 **Dividends or distributions**

pay any dividend or make any other distribution or return or repay any quota capital to its Quotaholder, or increase its capital, save as required by applicable law; or

5.4 **De-registrations**

ask for de-registration from the "*elenco delle società veicolo*" held by Bank of Italy under article 2 of the Bank of Italy resolution dated 7 June 2017, for as long as the Securitisation Law, the Consolidated Banking Act or any other applicable law or regulation requires issuers of notes issued under the Securitisation Law or companies incorporated pursuant to the Securitisation Law to be registered thereon; or

5.5 **Borrowings**

incur any indebtedness in respect of borrowed money whatsoever (save for the indebtedness incurred in respect of any further securitisation permitted pursuant to Condition 5.11 (*Further securitisations*) below) or give any guarantee, indemnity or security in respect of any indebtedness or in respect of any other obligation of any person or entity or become liable for the debts of any other person or entity or hold out its credit as being available to satisfy the obligations of others; or

5.6 **Merger**

consolidate or merge with any other person or entity or convey or transfer its properties or assets substantially as an entirety to any other person or entity; or

5.7 **No variation or waiver**

permit any of the Transaction Documents to which it is party to be amended, terminated or discharged, or exercise any powers of consent or waiver pursuant to the terms of any of the Transaction Documents to which it is a party including any power of consent or waiver in respect of the Master Portfolio, or permit any party to any of the Transaction Documents to which it is a party to be released from such obligations; or

5.8 **Bank accounts**

open or have an interest in any bank account other than the Accounts or any bank account opened in relation to any further securitisation permitted pursuant to Condition 5.11 (*Further securitisations*) below; or

5.9 **Statutory documents**

amend, supplement or otherwise modify its by-laws (*statuto*) or *atto costitutivo* except where such amendment, supplement or modification is required by a compulsory provision of Italian law or by the competent regulatory authorities or is in connection with a change of the registered office of the Issuer; or

5.10 **Corporate records, financial statements and book of account**

cease to maintain corporate records, financial statements and book of account separate from those of the Originator and any other person or entity; or

5.11 **Further securitisations**

carry out any other securitisation transactions pursuant to the Securitisation Law or, without limiting the generality of the foregoing, implement, enter into, make or execute any document, deed or agreement in connection with any other securitisation transaction and then only if (a) the transaction documents relating to any such securitisation are notified to the Rating Agencies and the then current rating assigned by the Rating Agencies on the Rated Notes is not negatively affected by such securitisation, and (b) the assets relating to any such further securitisation are segregated in accordance with the Securitisation Law.

6 PRIORITIES OF PAYMENTS

6.1 Pre-Acceleration Interest Priority of Payments

Prior to the delivery of a Trigger Notice or redemption of the Notes pursuant to Conditions 8.1 (*Final redemption*), 8.3 (*Optional redemption for clean-up or regulatory reasons*) and 8.4 (*Optional redemption for taxation reasons*), the Interest Available Funds shall be applied on each Payment Date in making payments or provisions in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full or retained into the relevant account):

First, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent the amounts standing to the credit of the Expenses Account have been insufficient to pay such Expenses during the immediately preceding Interest Period);

Second, to credit to the Expenses Account an amount necessary to bring the balance of the Expenses Account up to (but not in excess of) the Retention Amount;

Third, to pay all fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders;

Fourth, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all fees, costs and expenses of, and all other amounts due and payable to, the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Cash Manager, the Calculation Agent, the Account Bank, the Additional Account Bank, the Stichting Corporate Services Provider and the Paying Agents;

Fifth, to credit to the Cash Reserve Account an amount necessary to bring the balance of the Cash Reserve Account up to (but not in excess of) the Cash Reserve Required Amount;

Sixth, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, to the Originator: (A) the Other Component of the Purchase Price due and payable in relation to the Receivables comprised in the Initial Portfolio or any Subsequent Portfolio; and (B) the Other Component of the Purchase Price due and payable but which have remained unpaid on previous Payment Dates in relation to the Receivables comprised in the Initial Portfolio or any Subsequent Portfolio, subject to, and in accordance with the Master Receivables Purchase Agreement;

Seventh, to pay, *pari passu* and *pro rata*, all amounts (if any) due and payable to the Swap Counterparty under the Swap Agreement (including termination payments but excluding any Subordinated Swap Amounts);

Eighth, to pay, *pari passu* and *pro rata*, interest due and payable on the Class A Notes;

Ninth, to reduce any debit balance of the Class A Principal Deficiency Sub-Ledger, by allocating to the Principal Available Funds an amount equal to the lower of (a) the absolute value of such debit balance of the Class A Principal Deficiency Sub-Ledger and (b) the residual Interest Available Funds (excluding amounts under items (vi) and (ix) of the definition of Interest Available Funds) available after payments of a higher priority have been made in full;

Tenth, to the extent that (I) the Class B Notes are the Most Senior Class of Notes or (II) the absolute value of the net balance on the Class B Principal Deficiency Sub-Ledger, as calculated on the

Calculation Date related to the immediately preceding Payment Date, is less than 25 per cent. of the Principal Amount Outstanding of the Class B Notes, to pay, *pari passu* and *pro rata*, interest due and payable on the Class B Notes;

Eleventh, to reduce any debit balance of the Class B Principal Deficiency Sub-Ledger, by allocating to the Principal Available Funds an amount equal to the lower of (a) the absolute value of such debit balance of the Class B Principal Deficiency Sub-Ledger and (b) the residual Interest Available Funds (excluding amounts under items (vi) and (ix) of the definition of Interest Available Funds) available after payments of a higher priority have been made in full;

Twelfth, to the extent that (I) the Class C Notes are the Most Senior Class of Notes or (II) the absolute value of the net balance on the Class C Principal Deficiency Sub-Ledger, as calculated on the Calculation Date related to the immediately preceding Payment Date, is less than 25 per cent. of the Principal Amount Outstanding of the Class C Notes, to pay, *pari passu* and *pro rata*, interest due and payable on the Class C Notes;

Thirteenth, to reduce any debit balance of the Class C Principal Deficiency Sub-Ledger, by allocating to the Principal Available Funds an amount equal to the lower of (a) the absolute value of such debit balance of the Class C Principal Deficiency Sub-Ledger and (b) the residual Interest Available Funds (excluding amounts under items (vi) and (ix) of the definition of Interest Available Funds) available after payments of a higher priority have been made in full;

Fourteenth, to the extent that (I) the Class D Notes are the Most Senior Class of Notes or (II) the absolute value of the net balance on the Class D Principal Deficiency Sub-Ledger, as calculated on the Calculation Date related to the immediately preceding Payment Date, is less than 25 per cent. of the Principal Amount Outstanding of the Class D Notes, to pay, *pari passu* and *pro rata*, interest due and payable on the Class D Notes;

Fifteenth, to reduce any debit balance of the Class D Principal Deficiency Sub-Ledger, by allocating to the Principal Available Funds an amount equal to the lower of (a) the absolute value of such debit balance of the Class D Principal Deficiency Sub-Ledger and (b) the residual Interest Available Funds (excluding amounts under items (vi) and (ix) of the definition of Interest Available Funds) available after payments of a higher priority have been made in full;

Sixteenth, to the extent that (I) the Class E Notes are the Most Senior Class of Notes or (II) the absolute value of the net balance on the Class E Principal Deficiency Sub-Ledger, as calculated on the Calculation Date related to the immediately preceding Payment Date, is less than 25 per cent. of the Principal Amount Outstanding of the Class E Notes, to pay, *pari passu* and *pro rata*, interest due and payable on the Class E Notes;

Seventeenth, to reduce any debit balance of the Class E Principal Deficiency Sub-Ledger, by allocating to the Principal Available Funds an amount equal to the lower of (a) the absolute value of such debit balance of the Class E Principal Deficiency Sub-Ledger and (b) the residual Interest Available Funds (excluding amounts under items (vi) and (ix) of the definition of Interest Available Funds) available after payments of a higher priority have been made in full;

Eighteenth, to the extent that (I) the Class F Notes are the Most Senior Class of Notes or (II) the net balance on the Class F Principal Deficiency Sub-Ledger, as calculated on the Calculation Date

related to the immediately preceding Payment Date, is zero, to pay, *pari passu* and *pro rata*, interest due and payable on the Class F Notes;

Nineteenth, to reduce any debit balance of the Class F Principal Deficiency Sub-Ledger, by allocating to the Principal Available Funds an amount equal to the lower of (a) the absolute value of such debit balance of the Class F Principal Deficiency Sub-Ledger and (b) the residual Interest Available Funds (excluding amounts under items (vi) and (ix) of the definition of Interest Available Funds) available after payments of a higher priority have been made in full;

Twentieth, to pay, *pari passu* and *pro rata*, interest due and payable on the Class B Notes (to the extent not already paid under item *Tenth* above);

Twenty-first, to pay, *pari passu* and *pro rata*, interest due and payable on the Class C Notes (to the extent not already paid under item *Twelfth* above);

Twenty-second, to pay, *pari passu* and *pro rata*, interest due and payable on the Class D Notes (to the extent not already paid under item *Fourteenth* above);

Twenty-third, to pay, *pari passu* and *pro rata*, interest due and payable on the Class E Notes (to the extent not already paid under item *Sixteenth* above);

Twenty-fourth, to pay, *pari passu* and *pro rata*, interest due and payable on the Class F Notes (to the extent not already paid under item *Eighteenth* above);

Twenty-fifth, to pay to the Subordinated Loan Provider any amount due and payable on account of interest and proper costs and expenses (if any) due and payable on the Subordinated Loan;

Twenty-sixth, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any indemnities due and payable to the Sole Arranger and the Sole Lead Manager pursuant to the Rated Notes Subscription Agreement;

Twenty-seventh, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any other amount due and payable by the Issuer under the Transaction Documents, to the extent not already paid under other items of this Pre-Acceleration Interest Priority of Payments or the Pre-Acceleration Principal Priority of Payments;

Twenty-eighth, to transfer to the Principal Available Funds any amount paid on the preceding Payment Dates under item *First* of the Pre-Acceleration Principal Priority of Payments and not yet repaid pursuant to this item;

Twenty-ninth, to pay to the Subordinated Loan Provider principal on the Subordinated Loan in an amount equal to the Subordinated Loan Redemption Amount;

Thirtieth, to pay, *pari passu* and *pro rata*, any Subordinated Swap Amounts due and payable to the Swap Counterparty;

Thirty-first, to pay, *pari passu* and *pro rata*, Variable Return on the Class F Notes.

6.2 **Pre-Acceleration Principal Priority of Payments**

Prior to the delivery of a Trigger Notice or redemption of the Notes in accordance with Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the Principal Available Funds shall be applied on each Payment Date in making the following payments in the following order of priority (in each case only if and to the extent that payments of a higher priority have been made in full and provided that the calculations of the Class A Notes Redemption Amount, the Class B Notes Redemption Amount, the Class C Notes Redemption Amount, the Class D Notes Redemption Amount and the Class E Notes Redemption Amount (as respectively referred to in items *Fourth*, *Fifth*, *Sixth*, *Seventh* and *Eighth* below) by the Calculation Agent shall take into account whether or not a Sequential Redemption Event has occurred):

First, to pay any amount payable under items from *First* to *Fourteenth* under the Pre-Acceleration Interest Priority of Payments, to the extent that the Interest Available Funds (excluding items (ix) and (vi) of the definition of Interest Available Funds) are not sufficient on such Payment Date to make such payments in full;

Second, to pay to the Originator: (A) the Principal Component of the Purchase Price to be paid in relation to each Existing Receivable comprised in the Subsequent Portfolio purchased by the Issuer on the immediately preceding Transfer Date, provided that, in the event the formalities provided for under the Master Receivables Purchase Agreement have not been complied with on such Payment Date, an amount equal to such Principal Component of the Purchase Price will be credited on the Payments Account and paid to the Originator on the Business Day immediately following the compliance of such formalities; (B) the Principal Component of the Purchase Price in relation to the Existing Receivables comprised in Subsequent Portfolio due and payable but which have remained unpaid on previous Payment Dates; (C) the Principal Component of the Purchase Price due and payable in relation to each Future Receivable which has come into existence during the immediately preceding Quarterly Collection Period, subject to, and in accordance with the provisions of the Master Receivables Purchase Agreement; and (D) any Purchase Price Adjustment pursuant to clause 4.3.3 of the Master Receivables Purchase Agreement;

Third, during the Revolving Period (but excluding the last Payment Date of the Revolving Period), to credit any remaining Principal Available Funds to the Reinvestment Ledger;

Fourth, on the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, to pay, *pari passu* and *pro rata*, the Class A Notes Redemption Amount;

Fifth, on the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, to pay, *pari passu* and *pro rata*, the Class B Notes Redemption Amount;

Sixth, on the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, to pay, *pari passu* and *pro rata*, the Class C Notes Redemption Amount;

Seventh, on the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, to pay, *pari passu* and *pro rata*, the Class D Notes Redemption Amount;

Eighth, on the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, to pay, *pari passu* and *pro rata*, the Class E Notes Redemption Amount;

Ninth, on the last Payment Date of the Revolving Period and on any Payment Date during the Amortisation Period, to pay, *pari passu* and *pro rata*, the Class F Notes Redemption Amount (in the case of all Payment Dates other than the Cancellation Date, up to an amount that makes the aggregate Principal Amount Outstanding of all the Class F Notes not lower than Euro 10,000.00);

Tenth, on the Payment Date falling after the earlier of (i) the Final Maturity Date, or (ii) the date on which there are no outstanding Receivables to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of principal on the Class F Notes;

Eleventh, to pay, *pari passu* and *pro rata*, any residual amount as Variable Return on the Class F Notes.

6.3 **Post Acceleration Priority of Payments**

On each Payment Date following the delivery of a Trigger Notice and upon redemption of the Notes pursuant to Conditions 8.1 (*Final redemption*), 8.3 (*Optional redemption for clan-up or regulatory reasons*) and 8.4 (*Optional redemption for taxation reasons*), the Issuer Available Funds shall be applied in making the payments or provisions in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full or retained into the relevant account):

First, if the relevant Trigger Event is an Insolvency Event, to pay mandatory expenses relating to such Insolvency Event in accordance with the applicable laws or, if the relevant Trigger Event is not an Insolvency Event, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Expenses (to the extent the amounts standing to the credit of the Expenses Account have been insufficient to pay such Expenses during the immediately preceding Interest Period);

Second, if the relevant Trigger Event is not an Insolvency Event, to credit to the Expenses Account an amount necessary to bring the balance of the Expenses Account up to (but not exceeding) the Retention Amount;

Third, to pay all fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders;

Fourth, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all fees, costs and expenses of, and all other amounts due and payable to, the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Cash Manager, the Calculation Agent, the Account Bank, the Additional Account Bank, the Stichting Corporate Services Provider and the Paying Agents;

Fifth, to pay to the Originator any Purchase Price Adjustment due pursuant to clause 4.3.3 of the Master Receivables Purchase Agreement;

Sixth, to pay, *pari passu* and *pro rata*, all amounts (if any) due and payable to the Swap Counterparty under the Swap Agreement (including termination payments but excluding any Subordinated Swap Amounts);

Seventh, to pay, *pari passu* and *pro rata*, interest due and payable on the Class A Notes;

Eighth, to pay, *pari passu* and *pro rata*, the Class A Notes Redemption Amount until the Class A Notes are redeemed in full;

Ninth, to pay, *pari passu* and *pro rata*, interest due and payable on the Class B Notes;

Tenth, to pay, *pari passu* and *pro rata*, the Class B Notes Redemption Amount until the Class B Notes are redeemed in full;

Eleventh, to pay, *pari passu* and *pro rata*, interest due and payable on the Class C Notes;

Twelfth, to pay, *pari passu* and *pro rata*, the Class C Notes Redemption Amount until the Class C Notes are redeemed in full;

Thirteenth, to pay, *pari passu* and *pro rata*, interest due and payable on the Class D Notes;

Fourteenth, to pay, *pari passu* and *pro rata*, the Class D Notes Redemption Amount until the Class D Notes are redeemed in full;

Fifteenth, to pay, *pari passu* and *pro rata*, interest due and payable on the Class E Notes;

Sixteenth, to pay, *pari passu* and *pro rata*, the Class E Notes Redemption Amount until the Class E Notes are redeemed in full;

Seventeenth, to pay, *pari passu* and *pro rata*, interest due and payable on the Class F Notes;

Eighteenth, to pay, *pari passu* and *pro rata*, the Class F Notes Redemption Amount (in the case of all Payment Dates other than the Cancellation Date, up to an amount that makes the aggregate Principal Amount Outstanding of all the Class F Notes not lower than Euro 10,000.00);

Nineteenth, to pay to the Subordinated Loan Provider interest and proper costs and expenses (if any) due and payable on the Subordinated Loan;

Twentieth, to pay to the Subordinated Loan Provider principal on the Subordinated Loan in an amount equal to the Subordinated Loan Redemption Amount until the Subordinated Loan is repaid in full;

Twenty-first, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any indemnities due and payable to the Sole Arranger and the Sole Lead Manager pursuant to the Rated Notes Subscription Agreement;

Twenty-second, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any other amount due and payable by the Issuer under the Transaction Documents, to the extent not already paid under other items of this Post-Acceleration Priority of Payments;

Twenty-third, to pay, *pari passu* and *pro rata*, any Subordinated Swap Amounts due and payable to the Swap Counterparty;

Twenty-fourth, other than on the Payment Date on which the Class F Notes are redeemed in full or cancelled, to pay, *pari passu* and *pro rata*, the Variable Return on the Class F Notes;

Twenty-fifth, on the Payment Date on which the Class F Notes are redeemed in full or cancelled, to pay, *pari passu* and *pro rata*, all amounts outstanding in respect of Class F Notes.

7 INTEREST AND VARIABLE RETURN

7.1 Accrual of interest

Each Note will bear interest on its Principal Amount Outstanding from (and including) the Issue Date until final redemption or cancellation as provided for in Condition 8 (*Redemption, purchase and cancellation*).

7.2 Payment Dates and Interest Periods

Interest in respect of the Notes will accrue on a daily basis and will be payable quarterly in arrear in Euro on each Payment Date in accordance with the applicable Priority of Payments. The first payment of interest on the Notes will be due on the Payment Date falling in February 2024 in respect of the period from (and including) the Issue Date to (but excluding) such date.

7.3 Termination of interest accrual

Each Note of each Class of Notes (or the portion of the Principal Amount Outstanding due for redemption) shall cease to bear interest from (and including) the Final Maturity Date or from (and including) any earlier date fixed for redemption unless payment of the principal due and payable but unpaid is improperly withheld or refused, in which case, each such Note (or the relevant portion thereof) will continue to bear interest in accordance with these Conditions (both before and after judgment) at the rate from time to time applicable to such Note until the day on which either all sums due in respect of such Note up to that day are received by the relevant Noteholder or the Representative of the Noteholders or the Principal Paying Agent receives all amounts due on behalf of all such Noteholders.

7.4 Calculation of interest

Interest on the Notes in respect of any Interest Period or any other period will be calculated on the basis of the actual number of days elapsed and a 360 day year.

7.5 Rate of Interest

7.5.1 The rate of interest applicable from time to time to each Class of Notes (the "**Rate of Interest**") for each Interest Period will be:

(a) in respect of the Class A Notes, a floating rate equal to Euribor, plus a margin of 0.87 per cent. per annum;

(b) in respect of the Class B Notes, a floating rate equal to Euribor, plus a margin of 2.20 per cent. per annum;

(c) in respect of the Class C Notes, a floating rate equal to Euribor, plus a margin of 3.20 per cent. per annum;

(d) in respect of the Class D Notes, a floating rate equal to Euribor, plus a margin of 5.40 per cent. per annum;

(e) in respect of the Class E Notes, a floating rate equal to Euribor, plus a margin of 13 per cent. per annum;

(f) in respect of the Class F Notes, a fixed rate equal to 0.01 per cent. per annum.

To the extent permitted by law, there shall be no maximum or minimum Rate of Interest in respect of the Notes provided that, should the algebraic sum of the Euribor and the relevant margin applicable on the Senior Notes, any Class of Mezzanine Notes or the Class E Notes, in relation to any Interest Period, result in a negative rate, then the Rate of Interest applicable on the Senior Notes, such Class of Mezzanine Notes or the Class E Notes for such Interest Period shall be 0 (zero).

7.5.2 For the purpose of these Conditions, "**Euribor**" means, in respect of the Notes of each Class of Rated Notes and the Class E Notes, the Euro-Zone inter-bank offered rate for three month Euro deposits which appears on:

(a) both prior to and, to the extent that the Representative of the Noteholders does not designate a different Business Day as a Payment Date, following the service of a Trigger Notice and in respect of each Interest Period, the rate offered in the euro-zone interbank market for three-month deposits in Euro (except in respect of the first Interest Period where an interpolated interest rate based on interest rates for three and six months deposits in Euro will be substituted for three-month Euro deposits) which appears on the Reuters-Euribor01 page or (A) such other page as may replace the Reuters-Euribor01 page on that service for the purpose of displaying such information or (B) if that service ceases to display such information, such page as displays such information on such equivalent service (or, if more than one, that one which is approved by the Representative of the Noteholders) as may replace the Reuters-Euribor01 page (the "**Screen Rate**") at or about 11.00 a.m. (Brussels time) on the Determination Date falling immediately before the beginning of such Interest Period; or

(b) following the service of a Trigger Notice and to the extent that the Representative of the Noteholders has designated a different Business Day as a Payment Date, and in respect of each Interest Period, the rate offered in the euro-zone interbank market for deposits in euro applicable in respect of such Interest Period which appears on the Screen Rate designated by the Representative of the Noteholders and notified by the Principal Paying Agent for such purpose or, if necessary, the relevant linear interpolation, at or about 11.00 a.m. (Brussels time) on the Determination Date which falls immediately before the end of the relevant Interest Period,

provided that, if the Screen Rate is unavailable at such time for Euro deposits for the relevant period, then the Euribor applicable for any relevant period shall be determined in accordance with Condition 7.6 (*Fallback provisions*) below.

7.6 **Fallback provisions**

7.6.1 Notwithstanding anything to the contrary, including Condition 7.5 (*Rate of interest*)

above, the following provisions will apply if the Issuer (acting on the advice of the Servicer) determines that any of the following events (each a "**Base Rate Modification Event**") has occurred:

(a) a material disruption to Euribor, an adverse change in the methodology of calculating Euribor or Euribor ceasing to exist or to be published;

(b) the insolvency or cessation of business of the Euribor administrator (in circumstances where no successor Euribor administrator has been appointed);

(c) a public statement by the Euribor administrator that it will cease publishing Euribor permanently or indefinitely (in circumstances where no successor Euribor administrator has been appointed that will continue publication of Euribor or will be changed in an adverse manner);

(d) a public statement by the supervisor of the Euribor administrator that Euribor has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;

(e) a public statement by the supervisor of the Euribor administrator which means that Euribor may no longer be used or that its use is subject to restrictions or adverse consequences;

(f) a public announcement of the permanent or indefinite discontinuity of Euribor as it applies to the Rated Notes and to the Class E Notes; or

(g) the reasonable expectation of the Issuer (acting on the advice of the Servicer) that any of the events specified in Condition 7.6.1, paragraphs (a), (b), (c), (d), (e) or (f) will occur or exist within six months of the proposed effective date of such Base Rate Modification Event.

7.6.2 Following the occurrence of a Base Rate Modification Event, the Issuer (acting on the advice of the Servicer) will inform the Originator and the Representative of the Noteholders of the same and will appoint a rate determination agent to carry out the tasks referred to in this Condition 7.6 (the "**Rate Determination Agent**").

7.6.3 The Rate Determination Agent shall determine an alternative base rate (the "**Alternative Base Rate**") to be substituted for Euribor and those amendments to these Conditions and the Transaction Documents to be made by the Issuer as are necessary or advisable to facilitate such change (the "**Base Rate Modification**"), provided that no such Base Rate Modification will be made unless the Rate Determination Agent has determined and confirmed to the Representative of the Noteholders in writing (such certificate, a "**Base Rate Modification Certificate**") that:

(a) such Base Rate Modification is being undertaken due to the occurrence of a Base Rate Modification Event and, in each case, such modification is required solely for such purpose and it has been drafted solely to such effect; and

(b) such Alternative Base Rate is:

(i) a base rate published, endorsed, approved or recognised by the relevant regulatory authority or any stock exchange on which the Notes are listed or any relevant committee or other body established, sponsored or approved by any of the foregoing;

(ii) a base rate utilised in a material number of publicly-listed new issues of Euro denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification; or

(iii) such other base rate as the Rate Determination Agent reasonably determines (and in relation to which the Rate Determination Agent has provided reasonable justification of its determination to the Issuer and the Representative of the Noteholders),

provided that, for the avoidance of doubt (i) in each case, the change to the Alternative Base Rate will not, in the Servicer's opinion, be materially prejudicial to the interest of the Noteholders; and (ii) for the avoidance of doubt, the Servicer may propose an Alternative Base Rate on more than one occasion provided that the conditions set out in this Condition 7.6.3 are satisfied.

7.6.4 It is a condition to any such Base Rate Modification that:

(a) the Originator pays (or arranges for the payment of) all fees, costs and expenses (including legal fees) properly incurred by the Issuer and the Servicer and each other applicable party including, without limitation, any of the agents to the Issuer, in connection with such modifications. For the avoidance of doubt, such costs shall not include any amount in respect of any reduction in the interest payable to a Noteholder or any change in the amount due to the Swap Counterparty or any change in the mark-to-market value of the Swap Agreement;

(b) with respect to each Rating Agency, the Servicer has notified such Rating Agency of the proposed modification and, in the Servicer's reasonable opinion, formed on the basis of due consideration and consultation with such Rating Agency (including, as applicable, upon receipt of oral confirmation from an appropriately authorised person at such Rating Agency), such modification would not result in (i) a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency or (ii) such Rating Agency placing the Rated Notes on rating watch negative (or equivalent);

(c) the Swap Counterparty has approved the proposed Alternative Base Rate determined by the Rate Determination Agent on the basis of Condition 7.6.3; and

(d) the Issuer (or the Servicer on its behalf) provides at least 30 days' prior written notice to the holders of the Rated Notes of the proposed Base Rate Modification. If the proposed Alternative Base Rate is determined by the Rate Determination Agent on the basis of Condition 7.6.3 above and if the holders of the Rated Notes

representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Rated Notes have notified the Issuer in accordance with the notice provided above and the then current practice of any applicable clearing system through which the Rated Notes may be held within the notification period referred to above that they object to the proposed Base Rate Modification, then such modification will not be made unless a resolution of the holders of the Rated Notes is passed in favour of such modification in accordance with the Conditions by the holders of the Rated Notes representing at least the majority of the then Principal Amount Outstanding of the Rated Notes.

7.6.5 When implementing any modification pursuant to this Condition 7.6, the Rate Determination Agent, the Issuer and the Servicer, as applicable, shall act in good faith and (in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*)), shall have no responsibility whatsoever to the Issuer, the Noteholders or any other party.

7.6.6 If a Base Rate Modification is not made as a result of the application of Condition 7.6.3 above, and for so long as the Issuer (acting on the advice of the Servicer) considers that a Base Rate Modification Event is continuing, the Servicer may or, upon request of the Originator, must, initiate the procedure for a Base Rate Modification as set out in this Condition 7.6.

7.6.7 Any modification pursuant to this Condition 7.6 must comply with the rules of any stock exchange on which the Notes are from time to time listed or admitted to trading and may be made on more than one occasion.

7.6.8 As long as a Base Rate Modification is not deemed final and binding in accordance with this Condition 7.6, the Screen Rate applicable to the Rated Notes will be equal to the last Screen Rate available pursuant to Condition 7.5.2.

This Condition 7.6 shall be without prejudice to the application of any higher interest under applicable mandatory law.

7.7 **Determination of Rate of Interest and calculation of Interest Payment Amounts**

The Issuer shall on each Determination Date determine or cause the Principal Paying Agent to determine:

7.7.1 the Rate of Interest applicable to each Class of Notes for the Interest Period beginning after such Determination Date (or, in the case of the Initial Interest Period, beginning on and including the Issue Date); and

7.7.2 the Euro amount (the "**Interest Payment Amount**") payable as interest on a nominal amount of Euro 1,000 of each Note of each Class of Notes in respect of the immediately following Interest Period calculated by applying the Rate of Interest to the Principal Amount Outstanding of a nominal amount of Euro 1,000 of each Note of the relevant Class of Notes on the Payment Date at the commencement of such Interest Period (or, in the case of the Initial Interest Period, the Issue Date) (after deducting therefrom any payment of principal due and paid on that Payment Date), multiplying the product of such calculation by the actual number of days in the Interest Period and dividing by

360, and rounding the resultant figure to the nearest cent (half a cent being rounded up).

7.8 **Notification of Rate of Interest, Interest Payment Amount and Payment Date**

As soon as practicable (and in any event not later than the close of business on the relevant Determination Date), the Issuer will cause:

7.8.1 the Rate of Interest for each Class of Notes for the related Interest Period;

7.8.2 the Interest Payment Amount for a nominal amount of Euro 1,000 of each Note of each Class of Notes for the related Interest Period; and

7.8.3 the Payment Date in respect of each such Interest Payment Amount,

to be notified to the Servicer, the Representative of the Noteholders, the Calculation Agent, the Corporate Servicer, Euronext Securities Milan for further distribution to Euroclear and Clearstream and the Luxembourg Stock Exchange and will cause the same to be published in accordance with Condition 17.1 (*Notices Given Through Euronext Securities Milan*) on or as soon as possible after the relevant Determination Date.

7.9 **Amendments to publications**

The Rate of Interest and the Interest Payment Amount for a nominal amount of Euro 1,000 of each Note of each Class of Notes and the Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of any amendment relating to the extension or shortening of the relevant Interest Period.

7.10 **Principal Paying Agent**

The Issuer shall ensure that, for so long as any of the Notes remains outstanding, there shall at all times be a Principal Paying Agent. The Principal Paying Agent may not resign until a successor approved in writing by the Representative of the Noteholders has been appointed. If a new Principal Paying Agent is appointed notice of its appointment will be published in accordance with Condition 17 (*Notices*).

7.11 **Interest Amount Arrears**

Without prejudice to the obligation of the Representative of the Noteholders to serve to the Issuer a Trigger Notice pursuant to Condition 12.1.1 (*Non-payment*), prior to the service of a Trigger Notice, in the event that on any Payment Date there are any Interest Amount Arrears, such Interest Amount Arrears shall be deferred on the following Payment Date or on the day a Trigger Notice is served to the Issuer, whichever comes first. Any such Interest Amount Arrears shall not accrue additional interest. A *pro rata* share of such Interest Amount Arrears shall be aggregated with the amount of, and treated for the purpose of this Condition as if it were, interest due, subject to this Condition 7.11, on each Class B Note, Class C Note, Class D Note, Class E Note or Class F Note, as the case may be, on the next succeeding Payment Date.

7.12 **Notification of Interest Amount Arrears**

If, on any Calculation Date, the Calculation Agent determines that any Interest Amount Arrears in respect of one or more Classes of Notes will arise on the immediately succeeding Payment Date, notice to this effect shall be given or procured to be given by the Issuer to the Representative of the Noteholders, the Principal Paying Agent, Euronext Securities Milan, the Rating Agencies, each stock exchange on which the relevant Class of Notes is then listed, for so long as such Notes are listed on the relevant stock exchange, and (if so required by the rules of the relevant stock exchange) to the Noteholders in accordance with Condition 17 (*Notices*), specifying the amount of the Interest Amount Arrears to be deferred on such following Payment Date in respect of each Class of Notes.

7.13 **Unpaid interest with respect to the Notes**

Unpaid interest on the Notes shall accrue no interest.

7.14 **Variable Return on the Class F Notes**

The Issuer shall pay the Variable Return on the Principal Amount Outstanding of the Class F Notes on each Payment Date, in accordance with these Conditions.

7.15 **Calculation of the Variable Return on the Class F Notes**

7.15.1 The Issuer shall, on each Calculation Date immediately preceding a Payment Date, calculate or cause the Calculation Agent to calculate, the Euro amounts payable as Variable Return on the Class F Notes in respect of such Interest Period (the "**Variable Return Amount**").

7.15.2 The Variable Return Amount payable in respect of any Interest Period in respect of the Class F Notes is calculated as the sum of (i) the amounts available to make the payment in respect of the Variable Return on the Class F Notes, in accordance with the relevant Priority of Payments on the relevant Payment Date and (ii) any Cash Reserve Excess Amount on such Payment Date.

7.16 **Publication of the Variable Return**

The Issuer will, on each Calculation Date, cause the determination of the Variable Return Amount in respect of the Class F Notes to be notified forthwith by the Calculation Agent through the delivery of the Payments Report to the Representative of the Noteholders, the Principal Paying Agent, the Corporate Servicer and the Servicer, and will cause notice of the Variable Return Amount in respect of the Class F Notes to be given in accordance with Condition 17 (*Notices*).

7.17 **Determination by the Representative of the Noteholders**

If the Issuer does not at any time for any reason determine (or cause to be determined) the relevant Rate of Interest and/or Interest Payment Amount for a nominal amount of Euro 1,000 of any Note of any Class of Notes in accordance with Condition 7.7 (*Determination of Rate of Interest and calculation of Interest Payment Amounts*) and/or Variable Return Amount in accordance with Condition 7.15 (*Calculation of the Variable Return on the Class F Notes*) the Representative of the Noteholders as legal representative of the Organisation of the Noteholders shall determine (or

cause to be determined) the Rate of Interest and/or Interest Payment Amount for a nominal amount of Euro 1,000 of each Note of the relevant Class of Notes in the manner specified in Condition 7.7 (*Determination of Rate of Interest and calculation of Interest Payment Amounts*) and/or the Variable Return Amount in the manner specified in Condition 7.15 (*Calculation of the Variable Return on the Class F Notes*), and any such determination shall be deemed to have been made by the Issuer. It remains understood that the Representative of the Noteholders shall not be liable for any such calculation in the absence of gross negligence, wilful default or bad faith of the Representative of the Noteholders.

7.18 **Notifications to be final**

Each notification, calculation and quotation given, expressed, made or obtained for the purposes of this Condition 7 (*Interest and Variable Return*), whether by the Principal Paying Agent, the Issuer or the Representative of the Noteholders shall (in the absence of gross negligence or wilful default) be binding on all persons.

8 REDEMPTION, PURCHASE AND CANCELLATION

8.1 Final redemption

8.1.1 Unless previously redeemed in full or cancelled as provided in these Conditions, the Issuer shall redeem the Notes of each Class of Notes at their Principal Amount Outstanding, plus any accrued but unpaid interest, on the Final Maturity Date.

8.1.2 The Issuer may not redeem the Notes in whole or in part prior to the Final Maturity Date except as provided below in Conditions 8.2 (*Mandatory redemption*), 8.3 (*Optional redemption for clean-up or regulatory reasons*) and 8.4 (*Optional redemption for taxation reasons*) without prejudice to Conditions 12 (*Trigger events*) and 14 (*Enforcement*).

8.2 Mandatory redemption

8.2.1 On each Payment Date falling on or after the First Amortisation Payment Date on which there are Issuer Available Funds available for payments of principal in respect of the Notes in accordance with the Priority of Payments set out in Condition 6 (*Priorities of Payments*), the Issuer will cause the Notes of each Class of Notes, to be redeemed on such Payment Date in an amount equal to the Principal Payment Amount in respect of such Notes determined on the related Calculation Date, provided that until the Payment Date falling on or after the First Amortisation Payment Date no principal payment shall be paid to any Noteholder and any amounts which would otherwise be applied in or towards redeeming any Notes prior to such date shall be paid to the Principal Accumulation Account as provided in Condition 6 (*Priorities of Payments*), unless the amount credited on the Principal Accumulation Account as of any Payment Date exceeded 15%, in which case amortisation of the Notes in accordance with this Condition will commence on the immediately following Payment Date.

8.2.2 Prior to the delivery of a Trigger Notice, the Notes of each Class will be subject to mandatory redemption in full (or in part *pro rata* within each Class) on each Payment Date during the Amortisation Period, to the extent that the Issuer has sufficient Principal Available Funds for such purpose in accordance with Condition 6.2 (*Pre-*

Acceleration Principal Priority of Payments).

8.2.3 Prior to the delivery of a Trigger Notice and the occurrence of a Sequential Redemption Event, repayment of principal in respect of the Notes shall be made on a *pari passu* and *pro rata* basis on each Payment Date in accordance with Condition 6.2 (*Pre-Acceleration Principal Priority of Payments*).

8.2.4 Prior to the delivery of a Trigger Notice and after the occurrence of a Sequential Redemption Event, repayment of principal in respect of the Notes shall be made in a sequential order at all times in accordance with Condition 6.2 (*Pre-Acceleration Principal Priority of Payments*).

8.3 **Optional redemption for clean-up or regulatory reasons**

Provided that no Trigger Notice has been served on the Issuer, upon:

8.3.1 the aggregate Outstanding Principal of the Receivables comprised in the Master Portfolio being equal to, or lower than, 10 per cent. of the aggregate Outstanding Principal of the Receivables comprised in the Initial Portfolio as at the Issue Date (the "**Clean-up Call Condition**"); or

8.3.2 the occurrence of any of the following events:

(a) any enactment or establishment of, or supplement or amendment to, or change in any law, regulation, rule, policy or guideline of any relevant competent international, European or national body (including the European Central Bank, the Bank of Italy or any other relevant competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline which becomes effective on or after the Issue Date; or

(b) a notification by, or other communication from, the applicable regulatory or supervisory authority being received by the Originator with respect to the transactions contemplated by the Transaction Documents on or after the Issue Date; or

(c) a change in, or the adoption of, any new law, rule, direction, guidance or regulation which requires the manner in which the Originator is retaining a material net economic interest of not less than 5 per cent. in the Securitisation described herein (the "**Retained Exposures**") to be restructured after the Issue Date or which would otherwise have an adverse effect on the ability of the Originator to comply with article 6 of the EU Securitisation Regulation,

which, in the reasonable opinion of the Originator, has the effect of materially adversely affecting the regulatory capital treatment or the rate of return on capital of the Originator pursuant to article 244(2) of the CRR (provided that any reference to article 244(2) of the CRR shall be deemed to include any successor or replacement provisions to article 244(2) of the CRR) or materially increasing the cost, or materially reducing the

benefit, to the Originator of the transactions contemplated by the Transaction Documents (each of the events under this paragraph (ii), a "**Regulatory Change Event**"), then, upon the Originator exercising the option to repurchase the Master Portfolio as described below, the Issuer shall, on any Payment Date following the occurrence of a Clean-up Call Condition or a Regulatory Change Event, redeem the Rated Notes (in whole but not in part) and the Junior Notes (in whole or, the holders of the Junior Notes having consented to such partial redemption, in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest thereon), in accordance with the Post-Acceleration Priority of Payments, subject to the Issuer:

(d) giving not more than 45 days and not less than 10 days' notice to the Representative of the Noteholders (with copy to the Servicer, the Calculation Agent and the Rating Agencies) and to the Noteholders in accordance with Condition 17 (*Notices*) of its intention to redeem the Notes; and

(e) delivering, prior to the notice referred to in paragraph (a) above being given, to the Representative of the Noteholders a certificate duly signed by the Issuer to the effect that it will have the necessary funds (free and clear of any Security Interest of any third party) on such Payment Date to discharge all of its outstanding liabilities in respect of the Notes and any other payment in priority to or *pari passu* with the Notes in accordance with the Post-Acceleration Priority of Payments.

For the avoidance of doubt, the declaration of a Regulatory Change Event will not be prevented or excluded by the fact that, prior to the Issue Date the event constituting any such Regulatory Change Event was:

(A) announced or contained in any proposal (whether in draft or final form) for a change in the laws, regulations, applicable regulatory rules, policies or guidelines (including any accord, standard, or recommendation of the ECB or the Basel Committee), as officially interpreted, implemented or applied by any relevant competent international, European or national body; or

(B) incorporated in any law or regulation approved and/or published but the effectiveness or application of which is deferred, in whole or in part, beyond the Issue Date; or

(C) expressed in any statement by any official of the competent authority in expert meetings or other discussions in connection with such Regulatory Change Event; or

(D) the competent authority has issued any notification, taken any decision or expressed any view with respect to any individual transaction, other than the Securitisation described herein.

Accordingly, such proposals, statements, notifications or views will not be taken into account when assessing the regulatory capital treatment or the capital relief deriving from the Securitisation for the Originator or its affiliates or rate of return on capital pursuant to article 244(2) of the CRR or an increase in the cost or reduction of benefits to the Originator or its affiliates of the Securitisation described herein immediately after the Issue Date.

The Issuer may obtain the funds necessary to finance the early redemption of the Notes in accordance with this Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) from the

sale of the Master Portfolio to the Originator. Under the Master Receivables Purchase Agreement, the Issuer has granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase the Master Portfolio at the Final Repurchase Price pursuant to the terms and subject to the conditions set out therein. If the Originator exercises such option, then the Issuer shall redeem the Notes as described above.

8.4 **Optional redemption for taxation reasons**

Provided that no Trigger Notice has been served on the Issuer, upon the imposition, at any time after the Issue Date, of:

8.4.1 any Tax Deduction in respect of any payment to be made by the Issuer (other than in respect of a Decree 239 Deduction); or

8.4.2 any changes in the Tax law of Italy (or in the application or official interpretation of such law) which would cause the total amount payable in respect of the Master Portfolio to cease to be receivable by the Issuer (including as a result of any of the Debtors being obliged to make a Tax Deduction in respect of any payment in relation to any Receivables),

(each of the events under Conditions 8.4.1 and 8.4.2, a "**Tax Event**"), then, upon the Originator exercising the option to repurchase the Master Portfolio as described below, the Issuer shall, on any Payment Date following the occurrence of a Tax Event, redeem the Rated Notes (in whole but not in part) and the Junior Notes (in whole or, the holders of the Junior Notes having consented to such partial redemption, in part) at their Principal Amount Outstanding (plus any accrued but unpaid interest thereon), in accordance with the Post-Acceleration Priority of Payments, subject to the Issuer:

8.4.3 giving not more than 45 days and not less than 10 days' notice to the Representative of the Noteholders (with copy to the Servicer, the Calculation Agent and the Rating Agencies) and to the Noteholders in accordance with Condition 17 (*Notices*) of its intention to redeem the Notes; and

8.4.4 delivering, prior to the notice referred to in Condition 8.4.3 being given, to the Representative of the Noteholders:

(a) a certificate duly signed by the Issuer to the effect that the obligation to make a Tax Deduction or the imposition resulting in the total amount payable in respect of the Master Portfolio ceasing to be receivable by the Issuer cannot be avoided by taking measures reasonably available to the Issuer and not prejudicial to its interests as a whole; and

(b) a certificate duly signed by the Issuer to the effect that it will have the necessary funds (free and clear of any Security Interest of any third party) on such Payment Date to discharge all of its outstanding liabilities in respect of the Rated Notes and any other payment in priority to or *pari passu* with the Rated Notes in accordance with the Post-Acceleration Priority of Payments.

The Issuer may obtain the funds necessary to finance the early redemption of the Notes in accordance with this Condition 8.4 (*Optional redemption for taxation reasons*) from the sale of the Master Portfolio to the Originator. Under the Master Receivables Purchase Agreement, the Issuer has granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase the Master Portfolio at the Final Repurchase Price pursuant to the terms and subject to the conditions set out therein. If the Originator exercises such option, then the Issuer shall redeem the Notes as described above.

8.5 **Conclusiveness of certificates**

Any certificate given by or on behalf of the Issuer pursuant to Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*) may be relied upon by the Representative of the Noteholders without further investigation and shall be binding on the Noteholders and the Other Issuer Creditors.

8.6 **Calculation of Principal Payment Amount and Principal Amount Outstanding**

8.6.1 On each Calculation Date, the Issuer shall calculate or cause the Calculation Agent to calculate:

(a) the amount of the Issuer Available Funds;

(b) the aggregate principal payment (if any) due on each Class of Notes on the next following Payment Date and the Principal Payment Amount (if any) due on a nominal amount of Euro 1,000 of each Note of each Class of Notes; and

(c) the Principal Amount Outstanding of a nominal amount of Euro 1,000 of each Note of each Class of Notes on the next following Payment Date (after deducting any principal payment due to be made on that Payment Date in relation to each Note of the relevant Class of Notes).

8.6.2 The principal amount redeemable in respect of a nominal amount of Euro 1,000 of each Note of each Class of Notes (the "**Principal Payment Amount**") on any Payment Date shall be a *pro rata* share of the principal payment due in respect of the Notes of the relevant Class of Notes, in accordance with the relevant Priority of Payments, on such date. The Principal Payment Amount is calculated by multiplying the Issuer Available Funds available to make the principal payment in respect of the Notes of the relevant Class of Notes, in accordance with the relevant Priority of Payments, on such date by a fraction, the numerator of which is the then Principal Amount Outstanding of a nominal amount of Euro 1,000 of each Note and the denominator of which is the then Principal Amount Outstanding of all the Notes, and rounding down the resultant figures to the nearest cent, provided always that no such Principal Payment Amount may exceed the Principal Amount Outstanding of a nominal amount of Euro 1,000 of the relevant Note.

8.7 **Calculation by the Representative of the Noteholders in case of Issuer default**

If the Issuer does not at any time for any reason calculate (or cause the Calculation Agent to calculate) the Issuer Available Funds, the amount thereof available for principal payments in respect of each Note, the Principal Payment Amount in respect of a nominal amount of Euro 1,000

of each Note of each Class of Notes, the Principal Amount Outstanding in relation to a nominal amount of Euro 1,000 of each Note of each Class of Notes in accordance with this Condition, such amounts shall be calculated by (or on behalf of) the Representative of the Noteholders in accordance with the Conditions (based on information supplied to it by the Issuer or the Calculation Agent) and each such calculation shall be deemed to have been made by the Issuer, and the Representative of the Noteholders shall not be liable for any such calculation in the absence of gross negligence and wilful default of the Representative of the Noteholders.

8.8 **Notice of calculation of Principal Payment Amount and Principal Amount Outstanding**

The Issuer will cause each calculation of the Principal Payment Amount and Principal Amount Outstanding in relation to a nominal amount of Euro 1,000 of each Note of each Class of Notes to be notified immediately after calculation (through the Payments Report or the Trigger Event Report) to the Representative of the Noteholders, the Principal Paying Agent, and, for so long as the Notes of any Class of Notes are listed on the Official List of the Luxembourg Stock Exchange, the Luxembourg Stock Exchange and will cause notice of each calculation of a Principal Payment Amount and Principal Amount Outstanding in relation to each Note of each Class of Notes to be given in accordance with Condition 17 (*Notices*) not later than 3 Business Days prior to each Payment Date.

8.9 **Notice irrevocable**

Any such notice as is referred to in Condition 8.3 (*Optional redemption for clean-up and regulatory reasons*), Condition 8.4 (*Optional redemption for taxation reasons*) and Condition 8.8 (*Notice of calculation of Principal Payment Amount and Principal Amount Outstanding*) shall be irrevocable and, upon the expiration of notice pursuant to Condition 8.3 (*Optional redemption for clean-up and regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the Issuer shall be bound to redeem the Notes at their Principal Amount Outstanding.

8.10 **No purchase by Issuer**

The Issuer is not permitted to purchase any of the Notes at any time.

8.11 **Cancellation**

8.11.1 The Notes of each Class will be finally and definitively cancelled on the earlier of (i) the date of their redemption in full together with any accrued and unpaid interest thereon and (ii) the Payment Date immediately following the date on which all the Receivables then outstanding will have been entirely repaid in full or written off by the Issuer and the Servicer having certified to the Representative of the Noteholders, and the Representative of the Noteholders having given notice to the Noteholders on the basis of such certificate pursuant to the Conditions, that there is no reasonable likelihood, following the application of all the Issuer Available Funds, of there being any further realisations in respect of the Master Portfolio or the other Issuer's Rights (whether arising from judicial enforcement proceedings, enforcement of the Security or otherwise) which would be available to pay any amount outstanding under the Notes (the applicable date of cancellation, the "**Cancellation Date**").

8.11.2 All Notes redeemed in full will be cancelled forthwith by the Issuer and may not be

resold or reissued.

9 NON PETITION AND LIMITED RECOURSE

9.1 Noteholders not entitled to proceed directly against Issuer

Only the Representative of the Noteholders may pursue the remedies available under the general law or under the Transaction Documents to obtain payment of the Obligations or enforce the Security and no Noteholder shall be entitled to proceed directly against the Issuer to obtain payment of the Obligations or to enforce the Security. In particular:

9.1.1 no Noteholder is entitled, otherwise than as permitted by the Transaction Documents, to direct the Representative of the Noteholders to enforce the Security and no Noteholder (nor any person on its behalf, other than the Representative of the Noteholders, where appropriate) is entitled to take any proceedings against the Issuer to enforce the Security;

9.1.2 no Noteholder (nor any person on its behalf, other than the Representative of the Noteholders) shall, save as expressly permitted by the Transaction Documents, have the right to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due from the Issuer, provided however that this Condition shall not prevent any Noteholder from taking any steps against the Issuer which do not amount to the commencement or to the threat of commencement of enforcement or insolvency proceedings against the Issuer or to procuring the appointment of an administrative receiver for or to the making of an administration order against or to the winding up or liquidation of the Issuer;

9.1.3 until the date falling on the later of (i) one year and one day (or, in the event of prepayment or early cancellation of the Notes, two years and one day) after the date on which the Notes have been redeemed in full or cancelled in accordance with the Conditions and (ii) one year and one day (or, in the event of prepayment or early cancellation of the notes, two years and one day) after the date on which any notes issued in the context of any further securitisation undertaken by the Issuer have been redeemed in full or cancelled in accordance with their terms and conditions, no Noteholder (nor any person on its behalf, other than the Representative of the Noteholders when so directed by an Extraordinary Resolution of all Noteholders and only if the representative(s) of the noteholders of all other securitisations undertaken by the Issuer, if any, have been so directed by the appropriate resolutions of their respective noteholders in accordance with the relevant transaction documents) shall initiate or join any person in initiating an Insolvency Event in relation to the Issuer, unless a Trigger Notice has been served or an Insolvency Event has occurred and the Representative of the Noteholders, having become bound so to do, fails to take such actions as the Representative of the Noteholders is entitled to take under the Transaction Documents within a reasonable period of time and such failure is continuing (provided that any such failure shall not be conclusive per se of a default or breach of duty by the Representative of the Noteholders), provided that the Noteholders may then only proceed subject to the provisions of these Conditions and the Rules, provided further that this Condition shall not prejudice the right of any

Noteholder to prove a claim in the insolvency of the Issuer where such insolvency follows the institution of an insolvency proceedings by a third party; and

9.1.4 no Noteholder (nor any person on its behalf) shall be entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step which would result in the Priority of Payments not being complied with.

9.2 **Limited recourse obligations of Issuer**

Notwithstanding any other provision of the Transaction Documents, all obligations of the Issuer to the Noteholders are limited in recourse as set out below:

9.2.1 each Noteholder will have a claim only in respect of the Issuer Available Funds and at all times only in accordance with the applicable Priority of Payments and will not have any claim, by operation of law or otherwise, against, or recourse to, the Issuer's other assets or its contributed capital;

9.2.2 sums payable to each Noteholder in respect of the Issuer's obligations to such Noteholder shall be limited to the lesser of (i) the aggregate amount of all sums due and payable to such Noteholder; and (ii) the Issuer Available Funds, net of any sums which are payable by the Issuer in accordance with the applicable Priority of Payments in priority to or *pari passu* with, sums payable to such Noteholder; and

9.2.3 on the Cancellation Date, the Noteholders shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be cancelled and deemed to be discharged in full.

10 PAYMENTS

10.1 **Payments through Euronext Securities Milan**

Payment of principal and interest on the Notes and payment of Variable Return on the Class F Notes will be credited, according to the instructions of Euronext Securities Milan, by the Principal Paying Agent on behalf of the Issuer to the accounts of the Euronext Securities Milan Account Holders in whose accounts with Euronext Securities Milan the Notes are then held and thereafter credited by such Euronext Securities Milan Account Holders from such aforementioned accounts to the accounts of the beneficial owners of those Notes or through Euroclear and Clearstream to the accounts of the participants to Euroclear and Clearstream and thereafter credited by such participants to the beneficial owners of the Notes, all in accordance with the rules and procedures of Euronext Securities Milan, Euroclear or Clearstream, as the case may be.

10.2 **Payments subject to fiscal laws**

All payments in respect of the Notes are subject in each case to any applicable fiscal or other laws and regulations. No commissions or expenses shall be charged to the Noteholders in respect of such payments.

10.3 **Payments on Business Days**

Noteholders will not be entitled to any interest or other payment in consequence of any delay after the due date in receiving any amount due as a result of the due date not being a business day in the place of payment to such Noteholder.

10.4 **Change of Principal Paying Agent and appointment of additional paying agents**

The Issuer reserves the right, in accordance with the provisions of the Cash Allocation, Management and Payments Agreement, at any time to vary or terminate the appointment of the Principal Paying Agent and to appoint additional or other Paying Agents, provided that for as long as the Notes of any Class of Notes are listed on the Luxembourg Stock Exchange and should the rules of the Luxembourg Stock Exchange so require the Issuer will appoint and maintain a paying agent with a Specified Office in Luxembourg. The Issuer will cause at least 10 days' prior notice of any change in or addition to the Paying Agents or their Specified Offices to be given in accordance with Condition 17 (*Notices*).

11 **TAXATION**

11.1 **Payments free from Tax**

All payments in respect of the Notes will be made free and clear of and without withholding or deduction (other than a Decree 239 Deduction, where applicable) for any Taxes imposed, levied, collected, withheld or assessed by applicable law unless the Issuer, the Representative of the Noteholders, any Paying Agent or any other person is required by law to make any Tax Deduction. In that event the Issuer, the Representative of the Noteholders or such Paying Agent or other person (as the case may be) shall make such payments after such Tax Deduction and shall account to the relevant authorities for the amount so withheld or deducted.

11.2 **No payment of additional amounts**

None of the Issuer, the Representative of the Noteholders, the Paying Agents nor any other person will be obliged to pay any additional amounts to the Noteholders as a result of any such Tax Deduction.

11.3 **Taxing jurisdiction**

If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of Italy, references in these Conditions to the Republic of Italy shall be construed as references to the Republic of Italy and/or such other jurisdiction.

11.4 **Tax Deduction not Trigger Event**

Notwithstanding that the Representative of the Noteholders, the Issuer, the Paying Agents or any other person are required to make a Tax Deduction this shall not constitute a Trigger Event.

12 TRIGGER EVENTS

12.1 Trigger Events

Each of the following constitutes a Trigger Event:

12.1.1 *Non-payment*

the Issuer defaults in the payment of the amount of (A) interest due and payable on the Class A Notes or, following redemption in full of the Class A Notes, the Class B Notes, or following redemption in full of the Class A Notes and the Class B Notes, the Class C Notes and such default is not remedied within a period of five Business Days from the due date thereof, and/or (B) principal due and payable on the Most Senior Class of Notes (to the extent that, other than on the Final Maturity Date, the Issuer has sufficient Issuer Available Funds available to make such payment in accordance with the applicable Priority of Payment) and such default is not remedied within a period of fifteen Business Days from the due date thereof;

12.1.2 *Breach of other obligations*

the Issuer defaults in the performance or observance of any of its material obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party (other than any obligation for the payment of interest and repayment of principal on the relevant Class of Notes pursuant to paragraph (i) above) and (except where, in the sole opinion of the Representative of the Noteholders, such default is not capable of remedy in which case no notice requiring remedy will be required) such default remains unremedied for thirty days after the Representative of the Noteholders has given written notice thereof to the Issuer, certifying that such default is, in the opinion of the Representative of the Noteholders, materially prejudicial to the interests of the holders of the Most Senior Class of Notes and requiring the same to be remedied;

12.1.3 *Breach of representations and warranties*

any of the representations and warranties given by the Issuer under any of the Transaction Documents is, or proves to have been, incorrect or erroneous in any material respect when made and (except where, in the opinion of the Representative of the Noteholders, such breach is not capable of remedy in which case no notice requiring remedy will be required) such breach remains unremedied for fifteen Business Days after the Representative of the Noteholders has given written notice thereof to the Issuer requiring the same to be remedied;

12.1.4 *Insolvency of the Issuer*

an Insolvency Event occurs with respect to the Issuer;

12.1.5 *Unlawfulness*

it is or will become unlawful for the Issuer (in any respect deemed by the Representative of the Noteholders to be materially prejudicial to the interests of the holders of the Most

Senior Class of Notes) to perform or comply with any of its obligations under or in respect of the Notes or any of the Transaction Documents to which it is a party.

12.2 **Delivery of a Trigger Notice**

If a Trigger Event occurs, the Representative of the Noteholders, in the case of a Trigger Event under Conditions 12.1.1 (*Non-payment*) or 12.1.4 (*Insolvency of the Issuer*), shall or, in the case of a Trigger Event under Conditions 12.1.2 (*Breach of other obligations*), 12.1.3 (*Breach of representations and warranties*) or 12.1.5 (*Unlawfulness*), may or, if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes, shall serve a written notice (a "**Trigger Notice**") on the Issuer (with copy to the Servicer, the Calculation Agent, the Rating Agencies and the Noteholders in accordance with Condition 17 (*Notices*)).

12.3 **Conditions to delivery of Trigger Notice**

Notwithstanding Condition 12.2 (*Delivery of a Trigger Notice*) the Representative of the Noteholders shall not be obliged to deliver a Trigger Notice unless:

12.3.1 in the case of the occurrence of any of the events mentioned in Condition 12.1.2 (*Breach of other obligations*) and Condition 12.1.5 (*Unlawfulness*) the Representative of the Noteholders shall have certified in writing that the occurrence of such event is in its sole opinion materially prejudicial to the interests of the holder of the Most Senior Class of Notes; and

12.3.2 it shall have been indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby become liable or which it may incur by so doing.

12.4 **Consequences of delivery of Trigger Notice**

12.4.1 Upon the delivery of a Trigger Notice, the Notes of each Class of Notes shall become immediately due and repayable at their Principal Amount Outstanding (plus any accrued but unpaid interest thereon), without any further action, notice or formality, and the Issuer Available Funds shall be applied in accordance with the order of priority set out in Condition 6.3 (*Post Acceleration Priority of Payments*) on each following Payment Date and on any such other dates as the Representative of the Noteholders may determine.

12.4.2 Following the service of a Trigger Notice, no amount of cash shall be trapped in the Issuer's Accounts beyond what is necessary to ensure the operational functioning of the Issuer or the orderly payments of the amounts due under the Notes in accordance with the order of priority set out in Condition 6.3 (*Post Acceleration Priority of Payments*) and pursuant to the terms of the Transaction Documents, as required by article 21(4)(a) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

13 PURCHASE TERMINATION EVENTS

13.1 Purchase Termination Event

Each of the following events is a "**Purchase Termination Event**":

13.1.1 *Breach of obligations by the Originator*

the Originator defaults in the performance or observance of any of its obligations under or in respect of any of the Transaction Documents to which it is a party, provided that, in the reasonable opinion of the Representative of the Noteholders, (A) such default is materially prejudicial to the interest of the Noteholders and (B) (except where such default is not capable of remedy, in which case no notice requiring remedy will be required) such default remains unremedied for 30 (thirty) days after the Representative of the Noteholders has given written notice thereof to the Originator, with a copy to the Issuer, requiring the same to be remedied; or

13.1.2 *Insolvency of the Originator or the Servicer*

(a) the Bank of Italy has filed with the Ministry of Economy and Finance an application for the commencement of a judicial liquidation proceedings against the Originator or the Servicer, or an application for the declaration of insolvency of the Originator or the Servicer has been filed (unless such application is manifestly groundless and it is contested in good faith by the Originator or the Servicer), or the Originator or the Servicer has become subject to the procedure under article 74 of the Consolidated Banking Act, or a resolution for the admission to such procedure has been resolved upon by the Originator or the Servicer, or a resolution for the admission to judicial liquidation proceedings has been resolved upon by the Originator or the Servicer; or

(b) the Originator or the Servicer takes any action for a restructuring or deferment of fulfilment of any of its obligations relating to financial indebtedness or makes any out of court settlements with its creditors (to the extent such out of court settlements may be materially prejudicial to the interests of the Noteholders) for the extension of fulfilment of its obligations relating to financial indebtedness or the enforcement of any guarantee given to guarantee such fulfilment; or

13.1.3 *Winding up of the Originator*

an order is made or an effective resolution is passed for the winding up, liquidation or dissolution in any form of the Originator; or

13.1.4 *Termination of Servicer's appointment*

the Issuer has terminated the appointment of UniCredit as Servicer following the occurrence of an event other than those listed above in accordance with the provisions of the Servicing Agreement and a new servicer is not appointed within 30 Business Days; or

13.1.5 *Breach of representations and warranties by the Originator*

any of the representations and warranties given by the Originator under any of the Transaction Documents to which it is party is or proves to have been incorrect or misleading in any material respect when made or repeated and such breach, to the extent is, in the reasonable opinion of the Representative of the Noteholders, prejudicial to the interest of the Noteholders, if capable of remedy is not remedied in accordance with the provisions of the Warranty and Indemnity Agreement; or

13.1.6 *Principal Deficiency Ledger*

the absolute value of the balance of the Class E Principal Deficiency Sub-Ledger, after application of the Interest Available Funds in accordance with the Pre-Acceleration Interest Priority of Payments, is higher than zero; or

13.1.7 *Arrears Ratio*

the Arrears Ratio calculated by reference to the immediately preceding Quarterly Collection Period is higher than the Master Portfolio's Arrears Ratio for the Consecutive Payment Dates; or

13.1.8 *Breach of Cumulative Default Ratio*

the Cumulative Default Ratio, as resulting from the Quarterly Servicer's Report immediately preceding the relevant Offer Date, has exceeded the Cumulative Default Trigger Level; or

13.1.9 *Amount of Principal Available Funds credited to the Reinvestment Ledger*

the amount of Principal Available Funds credited to the Reinvestment Ledger in accordance with item *Third* of the Pre-Acceleration Principal Priority of Payments on the immediately preceding Payment Date, is higher than the Maximum Balance of the Principal Accumulation Account; or

13.1.10 *Failure to offer for sale Subsequent Portfolios*

the Originator fails to offer for sale Subsequent Portfolios to the Issuer for 2 consecutive Offer Dates; or

13.1.11 *Cash Reserve*

on any Payment Date during the Revolving Period, there are insufficient Interest Available Funds in order to fund the Cash Reserve up to the Cash Reserve Required Amount in accordance with the Pre-Acceleration Interest Priority of Payments.

13.2 **Consequences of delivery of Purchase Termination Notice**

If a Purchase Termination Event occurs, then the Representative of the Noteholders:

13.2.1 in the case of the Purchase Termination Event under Conditions 13.1.2 (*Insolvency of the Originator*), 13.1.3 (*Winding up of the Originator*), 13.1.4 (*Termination of Servicer's*

appointment), 13.1.6 (*Principal Deficiency Ledger*), 13.1.7 (*Arrears Ratio*), 13.1.8 (*Breach of Cumulative Default Ratio*), 13.1.9 (*Amount of Principal Available Funds credited to the Reinvestment Ledger*), 13.1.10 (*Failure to offer for sale Subsequent Portfolios*) and 13.1.11 (*Cash Reserve*) shall; and

13.2.2 in the case of the other Purchase Termination Events, may in its discretion, or shall, if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding,

deliver a Purchase Termination Notice to the Issuer, the Calculation Agent, the Rating Agencies and the Originator, and notify the Noteholders of such delivery in accordance with Condition 17 (*Notices*). After the service of a Purchase Termination Notice from the Representative of the Noteholders, the Issuer shall refrain from purchasing any Subsequent Portfolio under the Master Receivables Purchase Agreement.

14 ENFORCEMENT

14.1 Proceedings

At any time after the delivery of a Trigger Notice, the Representative of the Noteholders may, at its discretion and without further notice, take such steps and/or institute such proceedings as it thinks fit to enforce repayment of the Notes and payment of accrued interest thereon or to enforce any other obligation of the Issuer under the Notes or any Transaction Document, but, in either case, it shall not be bound to do so unless it shall have been so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes and, in any such case, only if it shall have been indemnified and/or secured to its satisfaction against all fees, costs, expenses and liabilities to which it may thereby become liable or which it may incur by so doing.

14.2 Directions to the Representative of the Noteholders

The Representative of the Noteholders shall not be bound to take any action described in Condition 14.1 (*Proceedings*) and may take such action without having regard to the effect of such action on any individual Noteholder or on any Other Issuer Creditor, provided that the Representative of the Noteholders shall not, and shall not be bound to, act at the request or direction of the Noteholders of any Class other than the Most Senior Class of Notes then outstanding unless:

14.2.1 to do so would not, in its sole opinion, be materially prejudicial to the interests of the Noteholders of the Classes of Notes ranking senior to such Class; or

14.2.2 (if the Representative of the Noteholders is not of that opinion) such action is sanctioned by an Extraordinary Resolution of the Noteholders of each Class ranking senior to such Class.

14.3 Sale of Master Portfolio

Following the delivery of a Trigger Notice, the Issuer (or the Representative of the Noteholders on its behalf) may (with the consent of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes) dispose of the Master Portfolio then outstanding in accordance with

the provisions of the Intercreditor Agreement, it being understood that no provisions shall require the automatic liquidation of the Master Portfolio pursuant to article 21(4)(d) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

15 THE REPRESENTATIVE OF THE NOTEHOLDERS

15.1 The Organisation of the Noteholders

The Organisation of the Noteholders shall be established upon and by virtue of the issuance of the Notes and shall remain in force and in effect until repayment in full or cancellation of the Notes. The provisions relating to the Organisation of the Noteholders and the Representative of the Noteholders are contained in the Rules of the Organisation of the Noteholders

15.2 Appointment of the Representative of the Noteholders

15.2.1 Pursuant to the Rules of the Organisation of the Noteholders (attached to these Conditions as an exhibit), for as long as any Note is outstanding, there shall at all times be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of the Noteholders, is made by the Noteholders subject to and in accordance with the Rules of the Organisation of the Noteholders, except for the initial Representative of the Noteholders appointed at the time of issue of the Notes, who has been appointed by UniCredit Bank AG and the Originator, respectively, in the Rated Notes Subscription Agreement and in the Unrated Notes Subscription Agreement.

15.2.2 Each Noteholder is deemed to accept such appointment.

16 STATUTE OF LIMITATION

Claims against the Issuer for payments in respect of the Notes shall be prescribed and shall become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the date on which a payment in respect thereof first becomes due and payable.

17 NOTICES

17.1 Notices given through Euronext Securities Milan

17.1.1 Any notice regarding the Notes, as long as the Notes are held through Euronext Securities Milan, shall be deemed to have been duly given if given through the systems of Euronext Securities Milan.

17.1.2 As long as the Notes of any Class of Notes are listed on the official list of the Luxembourg Stock Exchange and the rules of such exchange so require, any notice to Noteholders given by or on behalf of the Issuer shall also be published on the website of the Luxembourg Stock Exchange. 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 first date on which publication is made in the manner referred to above.

17.1.3 In addition, for so long as the Notes of any Class of Notes are listed on the Luxembourg Stock Exchange, any notice regarding the Notes to the relevant Noteholders shall be given in any other manner as required by the regulation applicable from time to time,

including, in particular, Directive 2004/109/EC of the European Parliament and of the Council of 15 December 2004, as amended by the Directive 2013/50/EU (the "**Transparency Directive**").

17.2 **Other method of giving Notice**

The Representative of the Noteholders shall be at liberty to sanction some other method of giving notice to Noteholders if, in its sole opinion, such other method is reasonable having regard to market practice then prevailing and to the rules of the stock exchange on which the Notes of any Class of Notes are then listed and provided that notice of such other method is given to the Noteholders in such manner as the Representative of the Noteholders shall require.

18 NOTIFICATIONS TO BE FINAL

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of these Conditions, whether by the Principal Paying Agent or any paying agent appointed under Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*), the Calculation Agent, the Issuer or the Representative of the Noteholders shall (in the absence of gross negligence or wilful default) be binding on the Principal Paying Agent or any paying agent appointed under Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*), the Calculation Agent, the Issuer, the Representative of the Noteholders and all Noteholders and (in such absence as aforesaid) no liability to the Noteholders shall attach to the Principal Paying Agent or any paying agent appointed under Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*), the Calculation Agent, the Issuer or the Representative of the Noteholders in connection with the exercise or non-exercise by them or any of them of their powers, duties and discretion hereunder.

19 GOVERNING LAW AND JURISDICTION

19.1 **Governing Law of Notes**

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

19.2 **Governing Law of Transaction Documents**

All the Transaction Documents, except for the Security Assignment and the Swap Agreement which are governed by English Law, and any non-contractual obligations arising out of or in connection with them are governed by Italian law.

19.3 **Jurisdiction of courts in relation to the Notes**

The Courts of Milan are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes and any non-contractual obligations arising out thereof or in connection therewith.

19.4 **Jurisdiction of courts in relation to the Transaction Documents**

The Courts of Milan are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with all the Transaction Documents and any non-contractual obligations

arising out thereof or in connection therewith. The English Courts are to have exclusive jurisdiction to settle any dispute which may arise out or in connection with the Security Assignment or the Swap Agreement.

EXHIBIT TO THE TERMS AND CONDITIONS OF THE NOTES

RULES OF THE ORGANISATION OF THE NOTEHOLDERS

TITLE I

GENERAL PROVISIONS

1. GENERAL

The Organisation of the Noteholders is created concurrently with the issue of and subscription for the €669,500,000 Class A Asset Backed Floating Rate Notes due November 2065 (the "**Class A Notes**" or the "**Senior Notes**"), the €14,900,000 Class B Asset Backed Floating Rate Notes due November 2065 (the "**Class B Notes**"), the €49,100,000 Class C Asset Backed Floating Rate Notes due November 2065 (the "**Class C Notes**"), the €27,500,000 Class D Asset Backed Floating Rate Notes due November 2065 (the "**Class D Notes**" and together with the Class B Notes, the Class C Notes, the "**Mezzanine Notes**" and together with the Senior Notes, the "**Rated Notes**"), the €86,300,000 Class E Asset Backed Floating Rate Notes due November 2065 (the "**Class E Notes**") and the €100,000 Class F Asset Backed Fixed Rate and Variable Return Notes due November 2065 (the "**Class F Notes**" and together with the Class E Notes, the "**Junior Notes**" or the "**Unrated Notes**") issued by ARTS Consumer 2023 S.r.l. and is governed by the Rules of the Organisation of the Noteholders set out therein ("**Rules**").

These Rules shall remain in force and effect until full repayment or cancellation of all the Notes.

The contents of these Rules are deemed to be an integral part of each Note issued by the Issuer.

2. DEFINITIONS AND INTERPRETATION

2.1 *Definitions*

In these Rules, the terms set out below have the following meanings:

"**Basic Terms Modification**" means any proposal:

(a) to change the Final Maturity Date of any Class of Notes;

(b) to change any date fixed for the payment of principal and interest on the Notes or payment of Variable Return on the Class F Notes;

(c) to reduce or cancel the amount of principal and interest due on any date on the Notes or payment of Variable Return due on any date on the Class F Notes or the rate of interest applicable in respect of a Class of Notes or to alter in any other way the method of calculating the amount of any payment in respect of the Notes of any Class on redemption or maturity;

(d) to change the quorum required to validly hold any Meeting or the majority required to pass any Ordinary Resolution or Extraordinary Resolution;

(e) to change the currency in which payments due in respect of any Class of Notes are payable;

(f) to alter the priority of payments of interest, or principal in respect of any of the Notes of any Class or Variable Return in respect of the Class F Notes;

(g) a modification which would have the effect of substituting any Person for the Issuer (or any previous substitute) as principal obligor under the Notes;

(h) a modification which would have the effect of altering the authorisation or consent by the Noteholders, to applications of funds as provided for in the Transaction Documents;

(i) to effect the exchange, conversion or substitution of the Notes of any Class for, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate, formed or to be formed;

(j) to resolve on the matter set out in Condition 9.1 (*Noteholders not entitled to proceed directly against Issuer*);

(k) any amendment of a Trigger Event as defined in Condition 12 (*Trigger Events*); or

(l) a change to this definition

provided that, for the avoidance of doubt, a Resolution consenting to the partial redemption of a Class of Junior Notes in case of redemption of the Notes pursuant to Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*) shall not constitute a Resolution on a Basic Term Modification.

"**Blocked Notes**" means Notes which have been blocked in an account with a clearing system or otherwise are held to the order of the Principal Paying Agent for the purpose of obtaining from the Principal Paying Agent a Block Voting Instruction or a Voting Certificate from the Euronext Securities Milan Account Holder on terms that they will not be released until after the conclusion of the Meeting in respect of which the Block Voting Instruction or Voting Certificate is required.

"**Block Voting Instruction**" means, in relation to a Meeting, a document issued by the Principal Paying Agent:

(a) certifying that certain specified Notes are held to the order of the Principal Paying Agent or under its control or have been blocked in an account with a clearing system and will not be released until the earlier of:

  (i) a specified date which falls after the conclusion of the Meeting; and

  (ii) the surrender to the Principal 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 confirmation that the Notes are Blocked Notes and notification of the release thereof by the Principal Paying Agent to the Issuer and Representative of the Noteholders;

(b) certifying that the Holder of the relevant Blocked Notes or a duly authorised person on its behalf has notified the Principal Paying Agent that the votes attributable to such Notes 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 of such specified Blocked Notes, distinguishing between those in respect of which instructions have been given to vote for, and against, each resolution; and

(d) authorising a named individual in respect of the relevant Blocked Notes to vote in accordance with such instructions.

"**Chairman**" means, in relation to a Meeting, the individual who takes the chair in accordance with Article 8 (*Chairman of the Meeting*) of the Rules.

"**Conditions**" means the terms and conditions of the Notes, as from time to time modified in accordance with the provisions thereof and any reference to a particular numbered Condition shall be construed accordingly.

"**Euronext Securities Milan**" means Monte Titoli S.p.A., a *società per azioni* having its registered office at Piazza degli Affari, 6, 20123 Milan, Italy.

"**Euronext Securities Milan Account Holders**" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Euronext Securities Milan and includes any depository banks appointed by Euroclear and Clearstream.

"**Extraordinary Resolution**" means a resolution validly passed at a Meeting, duly convened and held in accordance with the provisions contained in the Rules, by a majority of not less than 70% of the votes cast.

"**Holder**" in respect of a Note means the ultimate owner of such Note.

"**Junior Notes**" or "**Unrated Notes**" means, together, the Class E Notes and the Class F Notes.

"**Meeting**" means a meeting of Noteholders of any Class or Classes whether originally convened or resumed following an adjournment.

"**Most Senior Class of Notes**" means at any point in time:

(a) the Class A Notes (for so long as there are Class A Notes outstanding); or

(b) if no Class A Notes are then outstanding, the Class B Notes (for so long as there are Class B Notes outstanding); or

(c) if no Class A Notes or Class B Notes are then outstanding, the Class C Notes (for so long as there are Class C Notes outstanding); or

(d) if no Class A Notes, Class B Notes or Class C Notes are then outstanding, the Class D Notes (for so long as there are Class D Notes outstanding); or

(e) if no Class A Notes, Class B Notes, Class C Notes or Class D Notes are then outstanding, the Class E Notes (for so long as there are Class E Notes outstanding); or

(f) if no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes are then outstanding, the Class F Notes (for so long as there are Class F Notes outstanding).

"**Ordinary Resolution**" means any resolution validly passed at a Meeting, duly convened and held in accordance with the provisions contained in the Rules, by a majority of the vote cast.

"**Proxy**" means a person appointed to vote under a Voting Certificate as a proxy or the person appointed to vote under a Block Voting Instruction, in each case, other than:

(a) any person whose appointment has been revoked and in relation to whom the Principal Paying Agent has been notified in writing of such revocation by the time which is 48 hours before the time fixed for the relevant Meeting; and

(b) any person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been reappointed to vote at the Meeting when it is resumed.

"**Resolutions**" means Ordinary Resolutions and Extraordinary Resolutions collectively.

"**Secured Parties**" means the beneficiaries of the Security Assignment.

"**Senior Notes**" means the Class A Notes.

"**Specified Office**" means (i) with respect to the Principal Paying Agent (a) the office specified against its name in clause 21.3 (*Addresses*) of the Cash Allocation, Management and Payments Agreement; or (b) such other office as the Principal Paying Agent may specify in accordance with clause 16.10 (*Change in Specified Offices*) of the Cash Allocation, Management and Payment Agreement and (ii) with respect to any additional or other paying agent appointed pursuant to Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*) and the provisions of the Cash Allocation, Management and Payments Agreement, the specified office notified to the Noteholders upon notification of the appointment of each such paying agent in accordance with Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*) and in each such case, such other address as it may specify in accordance with the provisions of the Cash Allocation, Management and Payments Agreement.

"**Transaction Party**" means any person who is a party to a Transaction Document.

"**Trigger Event**" means any of the events described in Condition 12.1 (*Trigger Events*).

"**Trigger Notice**" means the notice served by the Representative of the Noteholders on the Issuer declaring the Notes to be due and payable in full following the occurrence of a Trigger Event as described in Condition 12.2 (*Delivery of a Trigger Notice*).

"**Voter**" means, in relation to any Meeting, the Holder or a Proxy named in a Voting Certificate or a Proxy named in a Block Voting Instruction.

"**Voting Certificate**" means, in relation to any Meeting a certificate issued by a Euronext Securities Milan Account Holder in accordance with the regulation issued jointly by the Bank of Italy and CONSOB on 13 August 2018, as amended from time to time.

"**Written Resolution**" means a resolution in writing signed by or on behalf of all Noteholders of the relevant Class or Classes who at any relevant time are entitled to participate in a Meeting in accordance with the provisions of these Rules, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more of such Noteholders.

"**24 hours**" means a period of 24 hours including all or part of a day on which banks are open for business both in the place where any relevant Meeting is to be held and in the place where the Principal Paying Agent has its Specified Office.

"**48 hours**" means 2 consecutive periods of 24 hours.

Unless otherwise provided in these Rules, or the context requires otherwise, words and expressions used in the Rules shall have the meanings and the constructions ascribed to them in the Conditions.

2.2 *Interpretation*

2.2.1 Any reference herein to an "Article" shall, except where expressly provided to the contrary, be a reference to an article of these Rules.

2.2.2 A "**successor**" of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under any Transaction Document or to which, under such laws, such rights and obligations have been transferred.

2.2.3 Any reference to any person defined as a "**Transaction Party**" in these Rules or in any Transaction Document or the Conditions shall be construed so as to include its and any subsequent successors and transferees in accordance with their respective interests.

3. PURPOSE OF THE ORGANISATION

3.1 Each Noteholder is a member of the Organisation of the Noteholders.

3.2 The purpose of the Organisation of the Noteholders is to co-ordinate the exercise of the rights of the Noteholders and, more generally, to take any action necessary or desirable to protect the interest of the Noteholders.

TITLE II

MEETINGS OF THE NOTEHOLDERS

4. VOTING CERTIFICATES AND BLOCK VOTING INSTRUCTIONS

4.1 *Issue*

In order to provide evidence of its entitlement to attend a Meeting and/or vote in that Meeting (also through a Proxy), any Noteholder:

4.1.1 may obtain a Voting Certificate in respect of a Meeting by requesting its Euronext Securities Milan Account Holder to issue a certificate in accordance with the regulation issued jointly by the Bank of Italy and CONSOB on 13 August 2018, as amended from time to time.

4.1.2 may require the Principal Paying Agent to issue or obtain (as the case may be) a Block Voting Instruction by arranging for Notes to be (to the satisfaction of the Principal Paying Agent) held to its order or blocked in an account with a clearing system not later than 48 hours before the time fixed for the relevant Meeting.

4.2 *Expiry of validity*

A Voting Certificate or Block Voting Instruction shall be valid until the conclusion of the Meeting or any adjournment of such Meeting (if any), when the Blocked Notes to which it relates shall be released.

4.3 *Deemed holder*

So long as a Voting Certificate or Block Voting Instruction is valid, the party named therein as Holder or Proxy, in the case of a Voting Certificate issued by a Euronext Securities Milan Account Holder and any Proxy named therein in the case of a Block Voting Instruction issued by the Principal Paying Agent shall be deemed to be the Holder of the Notes to which it refers for all purposes in connection with the Meeting to which such Voting Certificate or Block Voting Instruction relates.

4.4 *Mutually exclusive*

A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Note.

4.5 *References to the blocking or release*

Reference to the blocking or release of Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of any relevant clearing system.

4.6 *Disenfranchised matters*

In addition to the above, in order to avoid conflicts of interests that may arise as a result of the Originator having multiple roles in the Securitisation, those Notes which are for the time being held by the Originator or which may be held by any Originator's holding company or any Originator's subsidiaries, shall (unless and until ceasing to be so held) be deemed not to remain "outstanding" for the purposes of the right to vote at any Meeting of Noteholders duly convened by the Representative of the Noteholders in accordance with the Conditions and these Rules, called to resolve on matters where the Originator is in a conflict of interest such as: (i) indemnity requests against the Originator (ii) the filing of any legal actions against the Originator, (iii) the waiver of any rights against the Originator and (iv) the amendment of the Conditions and/or the Master Receivables Purchase Agreement.

5. VALIDITY OF BLOCK VOTING INSTRUCTIONS AND VOTING CERTIFICATES

A Block Voting Instruction or a Voting Certificate issued by a Euronext Securities Milan Account Holder shall be valid only if it is deposited at the Specified Office of the Principal Paying Agent, or at any other place approved by the Representative of the Noteholders, at least 24 hours before the time of the relevant Meeting. If such a Block Voting Instruction or Voting Certificate is not deposited before such deadline, it shall not be valid unless the Chairman decides otherwise before the Meeting proceeds to business. If the Representative of the Noteholders so requires, satisfactory evidence of the identity of each Proxy named in a Block Voting Instruction or of each Holder or Proxy named in a Voting Certificate issued by a Euronext Securities Milan Account Holder shall be produced at the Meeting but the Representative of the Noteholders shall not be obliged to investigate the validity of a Block Voting Instruction or Voting Certificate or the identity of any Proxy named in a Voting Certificate or Block Voting Instruction or the identity of any Holder named in a Voting Certificate issued by a Euronext Securities Milan Account Holder.

6. CONVENING A MEETING

6.1 *Convening a Meeting*

The Representative of the Noteholders or the Issuer may convene separate or combined Meetings of the Noteholders of any Class or Classes at any time and the Representative of the Noteholders shall be obliged to do so upon the request in writing by Noteholders representing at least one-tenth of the aggregate Principal Amount Outstanding of the outstanding Notes of the relevant Class or Classes.

6.2 *Meetings convened by Issuer*

Whenever the Issuer is about to convene a Meeting, it shall immediately give notice in writing to the Representative of the Noteholders specifying the proposed day, time and place of the Meeting, and the items to be included in the agenda.

6.3 *Time and place of Meetings*

Every Meeting will be held on a date and at a time and place selected or approved by the Representative of the Noteholders.

6.4 *Meetings via audio conference or teleconference*

Meetings may be held where there are Voters located at different places connected via audio-conference or video-conference, provided that:

6.4.1 the Chairman may ascertain and verify the identity and legitimacy of those Voters, monitor the Meeting, acknowledge and announce to those Voters the outcome of the voting process;

6.4.2 the person drawing up the minutes may hear well the meeting events being the subject-matter of the minutes;

6.4.3 each Voter attending via audio-conference or video-conference may follow and intervene in the discussions and vote the items on the agenda in real time;

6.4.4 the notice of the Meeting expressly states, where applicable, how Voters may obtain the information necessary to attend the relevant Meeting via audio-conference and/or video-conference equipment; and

6.4.5 for the avoidance of doubt, the Meeting is deemed to take place (located in the European Union) where the Chairman and the person drawing up the minutes will be.

7. NOTICE

7.1 *Notice of meeting*

At least 21 days' notice (exclusive of the day notice is delivered and of the day on which the relevant Meeting is to be held), specifying the date (falling no later than 30 days after the date of delivery such notice), time and place (located in the European Union) of the Meeting, must be given to the relevant Noteholders, the Principal Paying Agent and any additional paying agents (appointed under Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*), with a copy to the Issuer, where the Meeting is convened by the Representative of the Noteholders, or with a copy to the Representative of the Noteholders, where the Meeting is convened by the Issuer.

7.2 *Content of notice*

The notice shall set out the full text of any resolution to be proposed at the Meeting unless the Representative of the Noteholders agrees that the notice shall instead specify the nature of the resolution without including the full text and shall state that Voting Certificate for the purpose of such Meeting may be obtained from a Euronext Securities Milan Account Holder in accordance with the provisions of the regulation issued jointly by the Bank of Italy and CONSOB on 13 August 2018, as amended from time to time and that for the purpose of appointing Proxies under a Block Voting Instruction, Notes must (to the satisfaction of the Principal Paying Agent) be held to the order of the Principal Paying Agent or blocked in an account with a clearing system not later than 48 hours before the relevant Meeting.

7.3 *Validity notwithstanding lack of notice*

A Meeting is valid notwithstanding that the formalities required by this Article 7 (*Notice*) are not complied with if the Holders of the Notes constituting the Principal Amount Outstanding of all outstanding Notes, the Holders of which are entitled to attend and vote, are represented at such Meeting and the Issuer and the Representative of the Noteholders are present at the Meeting.

8. CHAIRMAN OF THE MEETING

8.1 *Appointment of Chairman*

An individual (who may, but need not be, a Noteholder), nominated by the Representative of the Noteholders may take the chair at any Meeting, but if:

8.1.1 the Representative of the Noteholders fails to make a nomination; or

8.1.2 the individual nominated declines to act or is not present within 15 minutes after the time fixed for the Meeting,

the Meeting shall be chaired by the person elected by the majority of the Voters present, failing which, the Issuer shall appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as was Chairman at the original Meeting.

8.2 *Duties of Chairman*

The Chairman ascertains that the Meeting has been duly convened and validly constituted, manages the business of the Meeting, monitors the fairness of proceedings, leads and moderates the debate, and defines the terms for voting.

8.3 *Assistance to Chairman*

The Chairman may be assisted by outside experts or technical consultants, specifically invited to assist in any given matter, and may appoint one or more vote-counters, who are not required to be Noteholders.

9. QUORUM

The quorum required to validly hold any Meeting convened to vote on:

9.1.1 an Ordinary Resolution relating to a Meeting of a particular Class or Classes will be at least one Voter holding or representing at least one tenth of the Principal Amount Outstanding of the Notes then outstanding in that Class or these Classes or, at any adjourned Meeting at least one Voter being or representing Noteholders of that Class or these Classes whatever the Principal Amount Outstanding of the Notes then outstanding so held or represented in such Class or Classes;

9.1.2 an Extraordinary Resolution, other than in respect of a Basic Terms Modification, relating to a Meeting of a particular Class or Classes of Notes, will be at least one Voter holding or representing at least two thirds of the Principal Amount Outstanding of the Notes then outstanding in that Class or those Classes, or at an adjourned Meeting, at least one Voter being or representing Noteholders of that Class or those Classes whatever the Principal Amount Outstanding of the Notes then outstanding so held or represented in such Class or Classes;

9.1.3 an Extraordinary Resolution, in respect of a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), will be at least one Voter holding or representing at least three quarters of the Principal Amount Outstanding of the Notes then outstanding in the relevant Class, or at an adjourned Meeting, at least one Voter being or representing Noteholders of that Class whatever the Principal Amount Outstanding of the Notes so held or represented in such Class.

10. ADJOURNMENT FOR WANT OF QUORUM

If a quorum is not present within 15 minutes after the time fixed for any Meeting:

10.1.1 if such Meeting was requested by Noteholders, the Meeting shall be dissolved; and

10.1.2 in any other case, the Meeting (unless the Issuer and the Representative of the Noteholders otherwise agree) shall, subject to paragraphs (i) and (ii) below, be adjourned to a new date no earlier than 14 days and no later than 42 days after the original date of such Meeting, and to such place as the Chairman determines with the approval of the Representative of the Noteholders provided that:

(i) no Meeting may be adjourned more than once for want of a quorum; and

(ii) the Meeting shall be dissolved if the Issuer and the Representative of the Noteholders together so decide.

11. ADJOURNED MEETING

Except as provided in Article 10 (*Adjournment for want of a quorum*), the Chairman may, with the prior consent of any Meeting, and shall if so directed by any Meeting, adjourn such Meeting to another date, time and place (located in the European Union). No business shall be transacted at any adjourned Meeting except business which might have been transacted at the Meeting from which the adjournment took place.

12. NOTICE FOLLOWING ADJOURNMENT

12.1 *Notice required*

Article 7 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for lack of a quorum except that:

12.1.1 10-days' notice (exclusive of the day on which the notice is delivered and of the day on which the Meeting is to be resumed) shall be sufficient; and

12.1.2 the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

12.2 *Notice not required*

It shall not be necessary to give notice of resumption of any Meeting adjourned for reasons other than those described in Article 10 (*Adjournment for want of a quorum*).

13. PARTICIPATION

13.1 The following categories of persons may attend and speak at a Meeting:

13.1.1 Voters;

13.1.2 the directors and the auditors of the Issuer;

13.1.3 representatives of the Issuer, the Servicer and the Representative of the Noteholders;

13.1.4 financial advisers to the Issuer and the Representative of the Noteholders;

13.1.5 legal advisers to the Issuer and the Representative of the Noteholders;

13.1.6 any other person authorised by virtue of a resolution of such Meeting or by the Representative of the Noteholders.

13.2 Meetings may be held where there are Voters located at different places connected via audio-conference or video-conference, provided that:

13.2.1 the Chairman may ascertain and verify the identity and legitimacy of those Voters, monitor the Meeting, acknowledge and announce to those Voters the outcome of the voting process;

13.2.2 the person drawing up the minutes may hear well the meeting events being the subject-matter of the minutes;

13.2.3 each Voter attending via audio-conference or video-conference may follow and intervene in the discussions and vote the items on the agenda in real time;

13.2.4 the notice of the Meeting expressly states, where applicable, how Voters may obtain the information necessary to attend the relevant Meeting via audio-conference and/or video-conference equipment; and

13.2.5 for the avoidance of doubt, the Meeting is deemed to take place where the Chairman and the person drawing up the minutes will be.

14. VOTING BY SHOW OF HANDS

14.1 Every question submitted to a Meeting shall be decided in the first instance by a vote by a show of hands. To the extent that there are Voters attending the Meeting via audio-conference, upon a vote being expressed by a show of hands such Voters shall vote through oral declaration.

14.2 Unless a poll is validly demanded before or at the time that the result is declared, the Chairman's declaration that on a show of hands a resolution has been passed or passed by a particular majority or rejected, or rejected by a particular majority, shall be conclusive without proof of the number of votes cast for, or against, the resolution.

15. VOTING BY POLL

15.1 *Demand for a poll*

A demand for a poll shall be valid if it is made by the Chairman, the Issuer, the Representative of the Noteholders or one or more Voters representing or holding not less than one-fiftieth of the Principal Amount Outstanding of the outstanding Notes conferring the right to vote at the Meeting. A poll may be taken immediately or after such adjournment as is decided by the Chairman but any poll demanded on the election of a Chairman or on any question of adjournment shall be taken immediately. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business.

15.2 *The Chairman and a poll*

The Chairman sets the conditions for the voting, including for counting and calculating the votes, and may set a time limit by which all votes must be cast. Any vote which is not cast in compliance with the terms specified by the Chairman shall be null. After voting ends, the votes shall be counted and after the counting the Chairman shall announce to the Meeting the outcome of the vote.

16. VOTES

16.1 *Voting*

Each Voter shall have:

16.1.1 on a show of hands, one vote; and

16.1.2 on a poll, one vote for each €1,000 in aggregate face amount of outstanding Notes represented or held by the Voter.

16.2 *Block Voting Instruction*

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

16.3 *Voting tie*

In the case of a voting tie, the relevant resolution shall be deemed to have been rejected.

17. VOTING BY PROXY

17.1 *Validity*

Any vote by a Proxy in accordance with the relevant Block Voting Instruction or Voting Certificate appointing a Proxy shall be valid even if such Block Voting Instruction or any instruction pursuant to which it has been given had been amended or revoked provided that none of the Issuer, the Representative of the Noteholders or the Chairman, has been notified in writing of such amendment or revocation at least 24 hours prior to the time set for the relevant Meeting.

17.2 *Adjournment*

Unless revoked, the appointment of a Proxy under a Block Voting Instruction or Voting Certificate in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment save that no such appointment of a Proxy in relation to a Meeting originally convened which has been adjourned for want of a quorum shall remain in force in relation to such Meeting when it is resumed. Any person appointed to vote at such Meeting must be re-appointed under a Block Voting Instruction or Voting Certificate to vote at the Meeting when it is resumed.

18. ORDINARY RESOLUTIONS

18.1 *Powers exercisable by Ordinary Resolution*

Subject to Article 19 (*Extraordinary Resolutions*), a Meeting shall have power exercisable by Ordinary Resolution, to:

18.1.1 grant any authority, order or sanction which, under the provisions of these Rules, the Conditions, is required to be the subject of an Ordinary Resolution or required to be the subject of a resolution or determined by a Meeting and not required to be the subject of an Extraordinary Resolution; and

18.1.2 authorise the Representative of the Noteholders or any other person to execute all documents and do all things necessary to give effect to any Ordinary Resolution.

18.2 *Ordinary Resolution of a single Class*

No Ordinary Resolution of any Class of Noteholders which is not the Most Senior Class of Notes shall be effective unless it is sanctioned by an Ordinary Resolution of the Most Senior Class of Notes.

19. EXTRAORDINARY RESOLUTIONS

19.1 A Meeting, in addition to any powers assigned to it in the Conditions, shall have power exercisable exclusively by Extraordinary Resolution to:

19.1.1 approve any Basic Terms Modification;

19.1.2 approve any modification, abrogation, variation or compromise of the provisions of these Rules, the Conditions or of any Transaction Document or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes which, in any such case, is not a Basic Terms Modification and which shall be proposed by the Issuer, the Representative of the Noteholders and/or any other party thereto;

19.1.3 in accordance with Article 28 (*Appointment, Removal and Remuneration*), appoint and remove the Representative of the Noteholders;

19.1.4 authorise or instruct the Representative of the Noteholders to issue a Trigger Notice as a result of a Trigger Event pursuant to Condition 12 (*Trigger Events*);

19.1.5 discharge or exonerate, including retrospectively, the Representative of the Noteholders from any liability in relation to any act or omission for which the Representative of the Noteholders has or may become liable pursuant or in relation to these Rules, the Conditions or any other Transaction Document;

19.1.6 grant any authorisation or approval, which, under the provisions of these Rules or of the Conditions or under any Transaction Document, must be granted by an Extraordinary Resolution;

19.1.7 authorise and ratify the actions of the Representative of the Noteholders in compliance with these Rules, the Intercreditor Agreement and any other Transaction Document;

19.1.8 waive any breach or authorise any proposed breach by the Issuer or (if relevant) any other Transaction Party of its obligations under or in respect of these Rules, the Notes or any other Transaction Document or any act or omission which might otherwise constitute a Trigger Event under the Notes or which shall be proposed by the Issuer and/or the Representative of the Noteholders;

19.1.9 appoint any persons as a committee to represent the interests of the Noteholders and confer on any such committee any powers which the Noteholders could themselves exercise by Extraordinary Resolution;

19.1.10 authorise the Representative of the Noteholders (subject to its being indemnified and/or secured to its satisfaction) and/or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;

19.1.11 instruct the Representative of the Noteholders to direct the Issuer to sell the Master Portfolio or a substantial part thereof in accordance with the Conditions and the Intercreditor Agreement;

19.1.12 authorise or forbid a Noteholder to bring individual actions or using other individual remedies to enforce his/her rights under the Notes under Article 26 (*Individual actions and remedies*);

19.1.13 consent to the redemption in part of the relevant Class of Junior Notes, in case of redemption of the Notes pursuant to Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*).

19.2 *Basic Terms Modification*

No Extraordinary Resolution involving a Basic Terms Modification that is passed by the Holders of one Class of Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the Holders of each of the other Classes of Notes then outstanding.

19.3 *Extraordinary Resolution of a single Class*

No Extraordinary Resolution to approve any matter other than a Basic Terms Modification of any Class of Noteholders which is not the Most Senior Class of Notes shall be effective unless it is sanctioned by an Extraordinary Resolution of the holders of the Most Senior Class of Notes.

20. EFFECT OF RESOLUTIONS

20.1 *Binding Nature*

Subject to Article 18.2 (*Ordinary Resolution of a single Class*), Article 19.2 (*Basic Terms Modification*) and Article 19.3 (*Extraordinary Resolution of a single Class*) which take priority over the following, any resolution passed at a Meeting of the Noteholders of one or more Classes of Notes duly convened and held in accordance with the Rules shall be binding upon all Noteholders of such Class or Classes, whether or not present at such Meeting and whether or not voting and any resolution passed at a Meeting of the Most Senior Class of Noteholders duly convened and held as aforesaid shall also be binding upon all the other Classes of Noteholders. In each such case, all of the relevant Classes of Noteholders shall be bound to give effect to any such resolutions accordingly and the passing of any such resolution shall be conclusive evidence that the circumstances justify the passing thereof.

20.2 *Notice of Voting Results*

Notice of the results of every vote on a Resolution duly considered by Noteholders shall be published (at the cost of the Issuer) in accordance with the Conditions and given to the Paying Agents (with a copy to the Issuer and the Representative of the Noteholders within 14 days of the conclusion of each Meeting).

21. CHALLENGE TO RESOLUTIONS

Any absent or dissenting Noteholder has the right to challenge Resolutions which are not passed in compliance with the provisions of the Rules.

22. MINUTES

Minutes shall be made of all resolutions and proceedings of each Meeting. The Minutes shall be signed by the Chairman and shall be *prima facie* evidence of the proceedings therein recorded. Unless and until the contrary is proved, every Meeting in respect of which minutes have been signed by the Chairman shall be regarded as having been duly convened and held and all resolutions passed or proceedings transacted at such Meeting shall be regarded as having been duly

passed and transacted. The Minutes shall be recorded in the minute book of Meetings of Noteholders maintained by the Issuer (or the Corporate Servicer on behalf of the Issuer).

23. WRITTEN RESOLUTION

A Written Resolution shall take effect as if it were an Extraordinary Resolution or, in respect of matters required to be determined by Ordinary Resolution, as if it were an Ordinary Resolution.

24. JOINT MEETINGS

Subject to the provisions of the Rules, the Conditions, joint Meetings of the Noteholders may be held to consider the same Ordinary Resolution or Extraordinary Resolution and the provisions of the Rules shall apply mutatis mutandis thereto.

25. SEPARATE AND COMBINED MEETINGS OF NOTEHOLDERS

The following provisions shall apply in respect of Meetings where outstanding Notes belong to more than one Class:

25.1.1 business which, in the sole opinion of the Representative of the Noteholders, affects only one Class of Notes shall be transacted at a separate Meeting of the Noteholders of such Class;

25.1.2 business which, in the sole opinion of the Representative of the Noteholders, affects more than one Class of Notes but does not give rise to an actual or potential conflict of interest between the Noteholders of one Class of Notes and the Noteholders of any other Class of Notes shall be transacted either at separate Meetings of the Noteholders of each such Class of Notes or at a single Meeting of the Noteholders of all such Classes of Notes as the Representative of the Noteholders shall determine in its absolute discretion; and

25.1.3 business which, in the sole opinion of the Representative of the Noteholders, affects the Noteholders of more than one Class of Notes and gives rise to an actual or potential conflict of interest between the Noteholders of one such Class of Notes and the Noteholders of any other Class of Notes shall be transacted at separate Meetings of the Noteholders of each such Class.

26. INDIVIDUAL ACTIONS AND REMEDIES

26.1 Each Noteholder has accepted and is bound by the provisions of Condition 9 (*Non petition and limited recourse*) and, accordingly, if any Noteholder is considering bringing individual actions or using other individual remedies to enforce his/her rights under the Notes, any such action or remedy shall be subject to a Meeting not passing an Extraordinary Resolution objecting to such individual action or other remedy on the grounds that it is not consistent with such Condition. In this respect, the following provisions shall apply:

26.1.1 the Noteholder intending to enforce his/her rights under the Notes will notify the Representative of the Noteholders of his/her intention;

26.1.2 the Representative of the Noteholders will, without delay, call a Meeting in accordance with the Rules;

26.1.3 if the Meeting passes an Extraordinary Resolution objecting to the enforcement of the individual action or remedy, the Noteholder will be prevented from taking such action or remedy (without prejudice to the fact that after a reasonable period of time, the same matter may be resubmitted for review of another Meeting); and

26.1.4 if the Meeting of Noteholders does not object to an individual action or remedy, the Noteholder will be permitted to seek such individual enforcement or remedy in accordance with the terms of the Extraordinary Resolution.

26.2 No Noteholder will be allowed to take any individual action or remedy to enforce his/her rights under the Notes unless a Meeting of the holders of the Most Senior Class of Notes has been held to resolve on such action or remedy in accordance with the provisions of this Article 26 (*Individual actions and remedies*)and provided that the noteholders of all other securitisations undertaken by the Issuer, if any, have so resolved in accordance with the relevant transaction documents.

26.3 Save as provided in this Article 26 (*Individual actions and remedies*), only the Representative of the Noteholders may pursue the remedies available under the general law or the Transaction Documents to obtain payment of obligations or to enforce the Security and no Noteholder shall be entitled to proceed directly against the Issuer to obtain or enforce such remedies.

27. FURTHER REGULATIONS

Subject to all other provisions contained in these Rules, the Representative of the Noteholders may, without the consent of the Issuer, prescribe such further regulations regarding the holding of Meetings and attendance and voting at them and/or the provisions of a Written Resolution as the Representative of the Noteholders in its sole discretion may decide.

TITLE III

THE REPRESENTATIVE OF THE NOTEHOLDERS

28. APPOINTMENT, REMOVAL AND REMUNERATION

28.1 *Appointment*

The appointment of the Representative of the Noteholders takes place by Extraordinary Resolution of the Most Senior Class of Noteholders in accordance with the provisions of this Article 28 (*Appointment, removal and remuneration*), except for the appointment of the first Representative of the Noteholders which will be Banca Finanziaria Internazionale S.p.A.

28.2 *Identity of Representative of the Noteholders*

The Representative of the Noteholders shall be:

28.2.1 a bank incorporated in any jurisdiction of the European Union, or a bank incorporated in any other jurisdiction acting through an Italian branch; or

28.2.2 a company or financial institution enrolled with the register held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act or otherwise complying with the provisions of Italian Legislative Decree 13 August 2010 number 141, as subsequently amended by the Legislative Decree 19 September 2012, number 169 and the relevant implementing regulations applicable to it as a financial intermediary; or

28.2.3 any other entity which is not prohibited from acting in the capacity of Representative of the Noteholders pursuant to the law.

The directors and auditors of the Issuer and those who fall within the conditions set out in article 2399 of the Italian civil code cannot be appointed as Representative of the Noteholders, and if appointed as such they shall be automatically removed.

28.3 *Duration of appointment*

Unless the Representative of the Noteholders is removed by Extraordinary Resolution of the Noteholders of the Most Senior Class of Notes pursuant to Article 19 (*Extraordinary Resolutions*) or resigns pursuant to Article 29 (*Resignation of the Representative of the Noteholders*), it shall remain in office until full repayment or cancellation of all the Notes.

28.4 *After termination*

In the event of a termination of the appointment of the Representative of the Noteholders for any reason whatsoever, such representative shall remain in office until the substitute Representative of the Noteholders, which shall be an entity specified in Article 28.2 (*Identity of Representative of the Noteholders*), accepts its appointment and has entered into or acceded to the Intercreditor Agreement and the other Transaction Documents to which the terminated Representative of the Noteholders was a party, and the powers and authority of the Representative of the Noteholders the appointment of which has been terminated shall, pending the acceptance of its appointment by the substitute, be limited to those necessary to perform the essential functions required in connection with the Notes.

28.5 *Remuneration*

28.5.1 The Issuer shall pay to the Representative of the Noteholders an annual fee for its services as Representative of the Noteholders from the Issue Date, as agreed either in the initial agreement(s) for the issue of and subscription for the Notes or in a separate fee letter. Such fees, other than an initial fee which will be paid on the Issue Date, shall accrue from day to day and shall be payable in accordance with the Priority of Payments up to (and including) the date when the Notes shall have been repaid in full or cancelled in accordance with the Conditions.

28.5.2 The Issuer shall also reimburse any reasonable out-of-pocket costs or expenses duly documented and properly incurred by the Representative of the Noteholders in connection with the performance of its services under the Transaction Documents, including but not limited to cost and expenses related to any advice, certificate, opinion or information obtained from any lawyer, accountant, banker, broker, credit or rating agencies or other expert in accordance with the Transaction Documents.

28.5.3 If the Representative of the Noteholders considers it expedient or necessary or is requested by the Issuer to undertake duties which the Representative of the Noteholders and the Issuer agree to be with a frequency higher than the one requested as at the date of execution of the Subscription Agreements or of an exceptional nature or otherwise objectively outside the scope of the normal duties of the Representative of the Noteholders under the Subscription Agreements, the Mandate Agreement and the Intercreditor Agreement, the Issuer shall pay to the Representative of the Noteholders such additional remuneration as shall be agreed in good faith between them and notified in advance to the Rating Agencies having regard to the average market remuneration for the relevant activities. If the Representative of the Noteholders and the Issuer fail to agree upon whether any duties are with a frequency higher than the one requested as at the date hereof or of an exceptional nature or otherwise objectively outside the scope of the normal duties of the Representative of the Noteholders, or upon such additional remuneration, then such matter shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Representative of the Noteholders and approved by the Issuer or, failing such approval, nominated (on the application of either the Issuer or the Representative of the Noteholders) by a third investment bank (the expenses involved in such nomination and the fees of such investment banks being payable by the Issuer) and the determination of any such investment bank shall be final and binding upon the Representative of the Noteholders and the Issuer.

29. RESIGNATION OF THE REPRESENTATIVE OF THE NOTEHOLDERS

The Representative of the Noteholders may resign at any time by giving at least three calendar months' written notice to the Issuer, without needing to provide any specific reason for the resignation and without being responsible for any costs incurred as a result of such resignation. The resignation of the Representative of the Noteholders shall not become effective until a new Representative of the Noteholders has been appointed in accordance with Article 28.1 (*Appointment*) and such new Representative of the Noteholders has accepted its appointment and entered into or acceded to the Intercreditor Agreement and the other Transaction Documents to which the terminated Representative of the Noteholders was a party provided that if Noteholders fail to select a new Representative of the Noteholders within three months of written notice of resignation delivered by the Representative of the Noteholders, the Representative of the Noteholders may appoint a successor which is a qualifying entity pursuant to Article 28.2 (*Identity of the Representative of the Noteholders*).

30. DUTIES AND POWERS OF THE REPRESENTATIVE OF THE NOTEHOLDERS

30.1 *Representative of the Noteholders is legal representative*

The Representative of the Noteholders is the legal representative of the Organisation of the Noteholders and has the power to exercise the rights conferred on it by the Transaction Documents in order to protect the interests of the Noteholders.

30.2 *Meetings and Resolutions*

Unless any Resolution provides to the contrary, the Representative of the Noteholders is responsible for implementing all Resolutions of the Noteholders. The Representative of the Noteholders has the right to convene and attend Meetings to propose any course of action which it considers from time to time necessary or desirable.

30.3 *Delegation*

The Representative of the Noteholders may in the exercise of the powers, discretions and authorities vested in it by these Rules and the Transaction Documents:

30.3.1 act by responsible officers or a responsible officer for the time being of the Representative of the Noteholders;

30.3.2 whenever it considers it expedient and in the interest of the Noteholders, whether by power of attorney or otherwise, delegate to any person or persons or fluctuating body of persons some, but not all, of the powers, discretions or authorities vested in it as aforesaid.

Any delegation pursuant to Article 30.3.2 may be made upon such conditions and subject to such regulations (including power to sub-delegate) as the Representative of the Noteholders may think fit in the interest of the Noteholders. The Representative of the Noteholders shall not be bound to supervise the acts or proceedings of such delegate or sub-delegate and shall not in any way or to any extent be responsible for any loss incurred by reason of any misconduct, omission or default on the part of such delegate or sub-delegate, unless the Representative of the Noteholders has been negligent in the selection of the delegate or sub-delegate and shall be responsible for the instructions given by it to such delegate. The Representative of the Noteholders shall, as soon as reasonably practicable, give notice to the Issuer, the Rating Agencies and the Noteholders of the appointment of any delegate and any renewal, extension and termination of such appointment, and shall procure that any delegate shall give notice to the Issuer, the Rating Agencies and the Noteholders of the appointment of any sub-delegate as soon as reasonably practicable.

30.4 *Judicial Proceedings*

The Representative of the Noteholders is authorised to initiate and to represent the Organisation of the Noteholders in any judicial proceedings including Insolvency Proceedings.

30.5 *Consents given by Representative of Noteholders*

Any consent or approval given by the Representative of the Noteholders under these Rules and any other Transaction Document may be given on such terms and subject to: (i) for so long as the Rated Notes have a rating by the Rating Agencies, a prior written notice being given to the Rating Agencies; and (ii) such conditions (if any) as the Representative of the Noteholders deems appropriate and notwithstanding anything to the contrary contained in these Rules or in the Transaction Documents such consent or approval may be given retrospectively. Any such consent or approval given by the Representative of the Noteholders shall be notified by the Representative of the Noteholders to the Rating Agencies.

30.6 *Discretions*

Save as expressly otherwise provided herein, the Representative of the Noteholders shall have absolute discretion as to the exercise or non-exercise of any right, power and discretion vested in the Representative of the Noteholders by these Rules or by operation of law and the Representative of the Noteholders shall not be responsible for any loss, costs, damages, expenses or other liabilities that may result from the exercise or non-exercise thereof except insofar as the same are incurred as a result of its gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

30.7 *Obtaining instructions*

In connection with matters in respect of which the Representative of the Noteholders is entitled to exercise its discretion hereunder, the Representative of the Noteholders has the right (but not the obligation) to convene a Meeting or Meetings in order to obtain the Noteholders' instructions as to how it should act. Prior to undertaking any action, the Representative of the Noteholders shall be entitled to request that the Noteholders indemnify it and/or provide it with security as specified in Article 31.2 (*Specific limitations*).

30.8 *Trigger Events and Purchase Termination Event*

Without prejudice to Condition 12.3.1, the Representative of the Noteholders may certify whether or not a Trigger Event is in its sole opinion materially prejudicial to the interests of the Noteholders and any such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other party to the Transaction Documents.

30.9 *Remedy*

The Representative of the Noteholders may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of the Rules, the Notes or any other Transaction Documents may be remedied, and if the Representative of the Noteholders certifies that any such default is, in its sole opinion, not capable of being remedied, such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other party to the Securitisation.

31. EXONERATION OF THE REPRESENTATIVE OF THE NOTEHOLDERS

31.1 *Limited obligations*

The Representative of the Noteholders shall not assume any obligations or responsibilities in addition to those expressly provided herein and in the Transaction Documents.

31.2 *Specific limitations*

Without limiting the generality of Article 31.1 (*Limited Obligations*), the Representative of the Noteholders:

31.2.1 shall not be under any obligation to take any steps to ascertain whether a Trigger Event, a Purchase Termination Event or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Noteholders hereunder or under any other Transaction Document, has occurred and until the Representative of the Noteholders has actual knowledge or express notice to the contrary, it shall be entitled to assume that no Trigger Event, Purchase Termination Event or such other event, condition or act has occurred;

31.2.2 shall not be under any obligation to monitor or supervise the observance and performance by the Issuer or any other parties of their obligations contained in these Rules, the Transaction Documents or the Conditions and, until it shall have actual knowledge or express notice to the contrary, the Representative of the Noteholders shall be entitled to assume that the Issuer and each other party to the Transaction Documents are duly observing and performing all their respective obligations;

31.2.3 except as expressly required in the Rules or any Transaction Document, shall not be under any obligation to give notice to any person of its activities in performance of the provisions of these Rules or any other Transaction Document;

31.2.4 unless and to the extent ordered so to do by a court of competent jurisdiction, shall not be under any obligation to disclose to any Noteholder, any Other Issuer Creditor or any other person any confidential, financial, price sensitive or other information made available to the Representative of the Noteholders by the Issuer or any other person in connection with these rules, the Notes or any other Transaction Document, and none of the Noteholders, Other Issuer Creditors nor any other person shall be entitled to take any action to obtain from the Representative of the Noteholders any such information, it being understood that in the event that the Representative of the Noteholders discloses any of such information, such information shall have to be disclosed to all the Noteholders and Other Issuer Creditors at the same time;

31.2.5 shall not be responsible for investigating the legality, validity, effectiveness, adequacy, suitability or genuineness of these Rules or of any Transaction Document, or of any other document or any obligation or rights created or purported to be created hereby or thereby or pursuant hereto or thereto, and (without prejudice to the generality of the foregoing) it shall not have any responsibility for or have any duty to make any investigation in respect of or in any way be liable whatsoever for:

(a) the nature, status, creditworthiness or solvency of the Issuer;

(b) the existence, accuracy or sufficiency of any legal or other opinion, search, report, certificate, valuation or investigation delivered or obtained or required to be delivered or obtained at any time in connection with the Notes or the Master Portfolio;

(c) the suitability, adequacy or sufficiency of any collection procedure operated by the Servicer or compliance therewith;

(d) the failure by the Issuer to obtain or comply with any licence, consent or other authority in connection with the purchase or administration of the Master Portfolio; and

(e) any accounts, books, records or files maintained by the Issuer, the Servicer and the Principal Paying Agent or any other person in respect of the Master Portfolio;

31.2.6 shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes or the distribution of any of such proceeds to the persons entitled thereto;

31.2.7 shall have no responsibility for procuring or maintaining any rating or listing of the Notes by any credit or rating agency or any other person;

31.2.8 shall not be responsible for or for investigating any matter which is the subject of any recital, statement, warranty, representation or covenant by any party other than the Representative of the Noteholders contained herein or in any Transaction Document or any certificate, document or agreement relating thereto or produced by any Party to the Transaction Documents or for the execution, legality, validity, effectiveness, enforceability or admissibility in evidence thereof;

31.2.9 shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of or otherwise protecting or perfecting these Rules or any Transaction Document;

31.2.10 shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Issuer in relation to the Master Portfolio or any part thereof, whether such defect or failure was known to the Representative of the Noteholders or might have been discovered upon examination or enquiry or whether capable of being remedied or not;

31.2.11 shall not be under any obligation to guarantee or procure the repayment of the Master Portfolio or any part thereof;

31.2.12 shall not be responsible for reviewing or investigating any report relating to the Master Portfolio provided by any person;

31.2.13 shall not be responsible for or have any liability with respect to any loss or damage arising from the realisation of the Master Portfolio or any part thereof;

31.2.14 shall not be responsible (except as expressly provided in the Conditions) for making or verifying any determination or calculation in respect of the Notes, the Master Portfolio or any Transaction Document;

31.2.15 shall not be under any obligation to insure the Master Portfolio or any part thereof;

31.2.16 shall not have any liability for any loss, liability, damages claim or expense directly or indirectly suffered or incurred by the Issuer, any Noteholder, any Other Issuer Creditor or any other person as a result of the delivery by the Representative of the Noteholders of a certificate of material prejudice pursuant to Condition 12.3.1 in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Representative of the Noteholders.

31.3 *Specific Permissions*

31.3.1 When in these Rules or any Transaction Document the Representative of the Noteholders is required in connection with the exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Noteholders, the Representative of the Noteholders shall have regard to the interests of the Noteholders

as a class and shall not be obliged to have regarded to the consequences of such exercise for any individual Noteholder resulting from his or its being for any purpose domiciled, resident in or otherwise connected with or subject to the jurisdiction of any particular territory or taxing authority.

31.3.2 The Representative of the Noteholders shall, as regards the exercise and performance of the powers, authorities, duties and discretions vested in it by the Transaction Documents, except where expressly provided otherwise herein or therein, have regard to the interests of the Noteholders and the Other Issuer Creditors but if, in the sole opinion of the Representative of the Noteholders, there is a conflict between their interests the Representative of the Noteholders will have regard solely to the interest of the Noteholders in accordance with Article 31.3.3.

31.3.3 Without prejudice to Article 19.2 (*Basic Terms Modification*), where the Representative of the Noteholders is required to consider the interests of the Noteholders and, in its sole opinion, there is a conflict between the interests of the Holders of different Classes of Notes, the Representative of the Noteholders will consider only the interests of the Holders of the Most Senior Class of Notes.

31.3.4 The Representative of the Noteholders may refrain from taking any action or exercising any right, power, authority or discretion vested in it under these Rules or any Transaction Document or any other agreement relating to the transactions herein or therein contemplated until it has been indemnified and/or secured to its satisfaction against any and all actions, proceedings, claims and demands which might be brought or made against it and against all costs, charges, damages, expenses and liabilities which may be suffered, incurred or sustained by it as a result. Nothing contained in the Rules or any of the other Transaction Documents shall require the Representative of the Noteholders to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

31.4 *Notes held by Issuer*

The Representative of the Noteholders may assume without enquiry that no Notes are, at any given time, held by or for the benefit of the Issuer.

31.5 *Illegality*

No provision of the Rules shall require the Representative of the Noteholders to do anything which may be illegal or contrary to applicable law or regulations or to expend moneys or otherwise take risks in the performance of any of its duties, or in the exercise of any of its powers or discretion. The Representative of the Noteholders may refrain from taking any action which would or might, in its sole opinion, be contrary to any law of any jurisdiction or any regulation or directive of any agency of any state, or if it has reasonable grounds to believe that it will not be reimbursed for any funds it expends, or that it will not be indemnified against any loss or liability which it may incur as a consequence of such action. The Representative of the Noteholders may do anything which, in its sole opinion, is necessary to comply with any such law, regulation or directive as aforesaid.

32. RELIANCE ON INFORMATION

32.1 *Advice*

The Representative of the Noteholders may act on the advice of, a certificate or opinion of or any written information obtained from any lawyer, accountant, banker, broker, credit or rating agency or other expert whether obtained by the Issuer, the Representative of the Noteholders or otherwise and shall not, in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*) on the part of the Representative of the Noteholders, be responsible for any loss incurred by so acting.

32.2 *Transmission of Advice*

Any opinion, advice, certificate or information referred to in Article 32.1 (*Advice*) may be sent or obtained by letter, telegram, e-mail or fax transmission and the Representative of the Noteholders shall not be liable for acting on any

opinion, advice, certificate or information purporting to be so conveyed although the same contains some error or is not authentic.

32.3 *Certificates of Issuer*

The Representative of the Noteholders may call for, and shall be at liberty to accept as sufficient evidence:

32.3.1 as to any fact or matter *prima facie* within the Issuer's knowledge, a certificate duly signed by an authorised representative of the Issuer on its behalf;

32.3.2 that such is the case, a certificate of an authorised representative of the Issuer on its behalf to the effect that any particular dealing, transaction, step or thing is expedient; and

32.3.3 as sufficient evidence that such is the case, a certificate signed by an authorised representative of the Issuer on its behalf to the effect that the Issuer has sufficient funds to make an optional redemption under the Conditions; and

32.3.4 the Representative of the Noteholders shall not be bound in any such case to call for further evidence or be responsible for any loss that may be incurred as a result of acting on such certificate unless any of its officers responsible for the administration of the Securitisation shall have actual knowledge or express notice of the untruthfulness of the matters contained in the certificate.

32.4 *Resolution or direction of Noteholders*

The Representative of the Noteholders shall not be responsible for acting upon any resolution purporting to be a Written Resolution or to have been passed at any Meeting in respect whereof minutes have been made and signed or a direction of the requisite percentage of Noteholders, even though it may subsequently be found that there was some defect in the constitution of the Meeting or the passing of the Written Resolution or the giving of such directions or that for any reason the resolution purporting to be a Written Resolution or to have been passed at any Meeting or the giving of the direction was not valid or binding upon the Noteholders.

32.5 *Certificates of Euronext Securities Milan Account Holders*

The Representative of the Noteholders, in order to ascertain ownership of the Notes, may fully rely on the certificates issued by any Euronext Securities Milan Account Holder in accordance with the regulation issued jointly by the Bank of Italy and CONSOB on 13 August 2018, as amended from time to time, which certificates are to be conclusive proof of the matters certified therein.

32.6 *Clearing Systems*

The Representative of the Noteholders shall be at liberty to call for and to rely on as sufficient evidence of the facts stated therein, a certificate, letter or confirmation certified as true and accurate and signed on behalf of such clearing system as the Representative of the Noteholders considers appropriate, or any form of record made by any clearing system, to the effect that at any particular time or throughout any particular period any particular person is, or was, or will be, shown its records as entitled to a particular number of Notes.

32.7 *Rating Agencies*

The Representative of the Noteholder may, in forming his opinion whether the exercise of any power, authority, duty or discretion under or in relation hereto or to the Notes, the Conditions or any Transaction Document would adversely affect the interests of the holders of the Most Senior Class of Notes, *inter alia*, contact the holders of the Most Senior Class of Notes and have regard to any other confirmation which it considers, in its sole and absolute discretion, as necessary and/or appropriate. If the Representative of the Noteholders, in order properly to exercise its rights or fulfil its obligations, deems it necessary to obtain the views of the Rating Agencies as to how a specific act would affect any outstanding rating of the Notes or any Class thereof, the Representative of the Noteholders may inform the Issuer, which will then obtain such views at its expense on behalf of the Representative of the Noteholders or the Representative of the Noteholders may seek and obtain such views itself at the cost of the Issuer. Notwithstanding the foregoing, it is agreed and acknowledged by the Representative of the Noteholders and notified to the Noteholders that a credit rating is an assessment of credit and does not address other matters that may be of relevance to the Noteholders, and it is expressly

agreed and acknowledged that such confirmation does not impose on or extend to the Rating Agencies any actual or contingent liability to the Representative of the Noteholders, the Noteholders or any other third party or create legal relations between the Rating Agencies and the Representative of the Noteholders, the Noteholders or any other third party by way of contract or otherwise.

The Representative of the Noteholder shall be entitled to assume, for the purposes of exercising any power, authority, duty or discretion under or in relation to these Rules that such exercise will not be materially prejudicial to the interests of the Noteholders or, as the case may be, the Most Senior Class of Noteholders if, along with other factors, it has accessed the view of, and, in any case, with prior written notice to, the Rating Agencies, and has ground to believe that the then current rating of the Rated Notes would not be adversely affected by such exercise.

32.8 *Certificates of Parties to Transaction Document*

The Representative of the Noteholders shall have the right to call for or require the Issuer to call for and to rely on written certificates issued by any party (other than the Issuer) to the Intercreditor Agreement or any other Transaction Document,

32.8.1 in respect of every matter and circumstance for which a certificate is expressly provided for under the Conditions or any Transaction Document;

32.8.2 as any matter or fact *prima facie* within the knowledge of such party; or

32.8.3 as to such party's opinion with respect to any issue

and the Representative of the Noteholders shall not be required to seek additional evidence in respect of the relevant fact, matter or circumstances and shall not be held responsible for any loss, liability, cost, damage, expense, or charge incurred as a result of having failed to do so unless any of its officers responsible for the administration of the Securitisation shall have actual knowledge or express notice of the untruthfulness of the matter contained in the certificate.

32.9 *Auditors*

The Representative of the Noteholders shall not be responsible for reviewing or investigating any Auditors' report or certificate and may rely on the contents of any such report or certificate.

33. MODIFICATIONS

33.1 *Modification*

The Representative of the Noteholders may from time to time and without the consent or sanction of the Noteholders concur with the Issuer and any other relevant parties in making:

33.1.1 any modification to these Rules, the Notes or to any of the Transaction Documents in relation to which its consent is required if, in the sole opinion of the Representative of the Noteholders, such modification is proven or is of a formal, minor, administrative or technical nature, is made to comply with mandatory provisions of law or is made to correct a manifest error;

33.1.2 any modification to these Rules or any of the Transaction Documents (other than in respect of a Basic Terms Modification or any provision of these Rules or any of the Transaction Documents referred to in the definition of Basic Terms Modification) in relation to which its consent is required which, in the sole opinion the Representative of the Noteholders, does not adversely affect the interests of the Holders of the Most Senior Class of Notes then outstanding; and

33.1.3 any modification to these Rules or the Transaction Documents (other than in respect of a Basic Terms Modification or any provision of the Rules or any of the Transaction Documents referred to in the definition of a Basic Terms Modification) which the Issuer has requested the Representative of the Noteholders to approve in the context of any further securitisation referred to in Condition 5.11 (*Further Securitisations*) and which, in the sole opinion of the Representative of the Noteholders, does not adversely affect the interests of the Holders of the Most Senior Class of Noteholders and the fact that the execution of the relevant amendment or modification would not adversely affect the then current ratings of the Rated Notes shall be conclusive

evidence that the requested amendment or modification is not materially prejudicial to the interests of the Holders of the Most Senior Class of Notes,

provided in each case that the Rating Agencies have been notified in advance of any such modification, and further provided that, except for the case under Article 33.1.1 above, the Rating Agencies have confirmed in writing that such alteration will not affect the then current rating of the Most Senior Class of Notes by the Rating Agencies.

33.2 *Additional modifications*

33.2.1 In addition, notwithstanding the provisions of Article 33.1 (*Modifications*), the Representative of the Noteholders shall be obliged, without any consent or sanction of the Noteholders or any of the Other Issuer Creditors, to concur with the Issuer or any other relevant parties in making any modification (other than in respect of a Basic Terms Modification) to the Conditions or any other Transaction Document that the Issuer considers necessary:

(a) to give effect to any modifications to the Swap Agreement following the occurrence of the Index Cessation Effective Date (as defined therein) provided that the Servicer (on behalf of the Issuer or the Swap Counterparty, as appropriate) certifies to the Representative of the Noteholders in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(b) for so long as the Class A Notes are intended to be held in a manner which will allow for Eurosystem eligibility (the criteria in respect of which are currently set out in the ECB Guideline (EU) 2015/510, as amended), for the purposes of maintaining such eligibility, provided that the Servicer, on behalf of the Issuer, certifies to the Representative of the Noteholders in writing that such modification is required solely for such purpose and has been drafted solely to such effect;

(c) for the purposes of complying with the EU Securitisation Regulation, provided that the Servicer, on behalf of the Issuer, certifies to the Representative of the Noteholders in writing that such modification has been advised by a reputable international law firm or, with respect to STS rules, by a firm providing verification services in relation to the Securitisation pursuant to article 28 of the EU Securitisation Regulation, is required solely for such purpose and has been drafted solely to such effect;

(d) for the purposes of enabling the Issuer and/or the Swap Counterparty to comply with any obligation which applies to it under EMIR, provided that the Servicer on behalf of the Issuer or the Swap Counterparty, as appropriate, certifies to the Representative of the Noteholders in writing that such modification is required solely for the purpose of enabling it to satisfy such obligation and has been drafted solely to such effect; and

(e) for the purposes of enabling the Securitisation to constitute a transfer of significant credit risk within the meaning of article 244(2)(a) of the CRR, provided that the Servicer on behalf of the Issuer certifies to the Representative of the Noteholders in writing that such modification is required solely for such purpose and has been drafted solely to such effect,

(the certificate to be provided by the Servicer on behalf of the Issuer pursuant to any of the above being a "**Modification Certificate**"). The Representative of the Noteholders is only obliged to concur with the Issuer or any other relevant parties in making any modification for the purposes referred to in any of the above if the following conditions have been satisfied (the "**Modification Conditions**"):

(i) at least 30 days' prior written notice of any such proposed modification has been given to the Representative of the Noteholders;

(ii) the Modification Certificate in relation to such modification shall be provided to the Representative of the Noteholders both at the time the Representative of the Noteholders is notified of the proposed modification and on the date that such modification takes effect;

(iii) the Issuer provides the Representative of the Noteholders with such legal opinions as the Representative of the Noteholders considers necessary in connection with the implementation of such modifications;

(iv) the person who proposes such modification pays all fees, costs and expenses (including legal fees) incurred by the Issuer and the Representative of the Noteholders in connection with such modification;

(v) the Issuer, or the Servicer on its behalf, certifies to the Representative of the Noteholders (which certification may be in the Modification Certificate) that the proposed modification is not, in the reasonable opinion of the Issuer or Servicer (as applicable) formed on the basis of due consideration, a modification in respect of a Basic Terms Modification; and

(vi) either:

(a) the Issuer obtains from each of the Rating Agencies written confirmation that such modification would not result in a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency and would not result in any Rating Agency placing the Rated Notes on rating watch negative (or equivalent) and delivers a copy of such confirmation to the Issuer and the Representative of the Noteholders; or

(b) the Servicer, on behalf of the Issuer, certifies in the Modification Certificate that it has notified each of the Rating Agencies of the proposed modification and, in the Servicer's reasonable opinion, the relevant modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by any Rating Agency or (y) any Rating Agency placing the Rated Notes on rating watch negative (or equivalent).

33.2.2 Any modification made in accordance with this Article 33.2 (*Additional modifications*) shall be binding on all Noteholders and shall be notified by the Issuer (or the Principal Paying Agent on its behalf) without undue delay to each Rating Agency, the Other Issuer Creditors and the Noteholders in accordance with Condition 17 (*Notices*).

33.2.3 The Representative of the Noteholders shall not be obliged to agree to any modification which, in the sole opinion of the Representative of the Noteholders, would have the effect of (i) exposing the Representative of the Noteholders to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protections, of the Representative of the Noteholders in the Transaction Documents and/or the Conditions.

33.3 *Binding Notice*

Any such modification referred to in Article 33.1 (*Modification*) shall be binding on the Noteholders and, unless the Representative of the Noteholders otherwise agrees, the Issuer shall procure that such modification be notified to the Noteholders and the Other Issuer Creditors as soon as practicable thereafter in accordance with provisions of the Conditions relating to notices of Noteholders and the relevant Transaction Documents.

33.4 *Modifications requested by the Noteholders*

The Representative of the Noteholders shall be bound to concur with the Issuer and any other party in making any modifications if it directed to do so by an Extraordinary Resolution of the Most Senior Class of Noteholders or, in the case of any modification which constitutes Basic Terms Modification, of the holders of each Class of the Notes but only if it is indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.

34. WAIVER

34.1 *Waiver of Breach*

The Representative of the Noteholders may at any time and from time to time in its sole direction, without prejudice to its rights in respect of any subsequent breach, condition, event or act, from time to time and at any time, but only if and in so far as in its sole opinion the interests of the Holders of the Most Senior Class of Notes then outstanding shall not be adversely affected thereby:

34.1.1 authorise or waive, on such terms and subject to such conditions (if any) as it may decide, any proposed breach or breach of any of the covenants or provisions contained in the Notes or any of the Transaction Documents; or

34.1.2 determine that any Trigger Event shall not be treated as such for the purposes of the Transaction Documents,

without any consent or sanction of the Noteholders.

34.2 *Binding Nature*

Any authorisation, waiver or determination referred in Article 34.1 (*Waiver of Breach*) shall be binding on the Noteholders.

34.3 *Restriction on powers*

The Representative of the Noteholders shall not exercise any powers conferred upon it by this Article 34 (*Waiver*) in contravention of any express direction by an Extraordinary Resolution of the holders of the Most Senior Class of Notes then outstanding or of a request or direction in writing made by the holders of not less than 25 per cent in aggregate Principal Amount Outstanding of the Most Senior Class of Notes then outstanding but so that no such direction or request:

34.3.1 shall affect any authorisation, waiver or determination previously given or made; or

34.3.2 shall authorise or waive any such proposed breach or breach relating to a Basic Terms Modification unless each Class of Notes has, by Extraordinary Resolution, so authorised its exercise.

34.4 *Notice of waiver*

Unless the Representative of the Noteholders agrees otherwise, the Issuer shall cause any such authorisation, waiver or determination to be notified to the Noteholders and the Other Issuer Creditors, as soon as practicable after it has been given or made in accordance with the provisions of the conditions relating to Notices and the relevant Transaction Documents. The Issuer shall cause any such authorisation, waiver or determination to be notified to the Rating Agencies.

35. SECURITY ASSIGNMENT

35.1 The Representative of the Noteholders is entitled to exercise all rights granted by the Issuer in favour of the Noteholders and the Other Issuer Creditors under the Security Assignment. The Representative of the Noteholders is entitled to exercise all rights granted by the Issuer to it in its capacity as trustee for the Other Issuer Creditors under the Security Assignment.

35.2 The Representative of the Noteholders, acting on behalf of the Secured Parties, agrees:

35.2.1 prior to the enforcement of the Security Interest, to permit the Issuer to collect, in the Secured Parties' interest and on their behalf, any amounts deriving from the pledged claims and rights and may instruct, jointly with the Issuer, the relevant debtors of the pledged claims to make any payments to be made thereunder to an Account of the Issuer;

35.2.2 that all funds credited to the Accounts from time to time shall be applied in accordance with the Cash Allocation, Management and Payments Agreement and the Intercreditor Agreement and that available funds standing to the credit of certain Accounts specified in the Cash Allocation, Management and Payments Agreement may be used for investments in Eligible Investments.

35.3 The Secured Parties have irrevocably waived any right which they may have hereunder in respect of cash deriving from time to time from the pledged claims and amounts standing to the credit of the Accounts which is not in accordance with the foregoing. The Representative of the Noteholders shall not be entitled to collect, withdraw or apply, or issue instructions for the collection, withdrawal or application of, cash deriving from time to time from the pledged and secured claims under the Security Assignment except in accordance with the foregoing and the Intercreditor Agreement.

36. INDEMNITY

Pursuant to the Subscription Agreements, the Issuer has covenanted and undertaken to reimburse, pay or discharge (on a full indemnity basis) upon demand, to the extent not already reimbursed, paid or discharged by the Noteholders and without any obligation to first make demand upon the Noteholders, all costs, liabilities, losses, charges, expenses, damages, actions, proceedings, claims and demands properly incurred by or made against the Representative of the Noteholders or any entity to which the Representative of the Noteholders has delegated any power, authority or discretion in relation to the exercise or purported exercise of its powers, authorities and discretions and the performance of its duties under and otherwise in relation to the Rules and the Transaction Documents, including but not limited to legal and travelling expenses, and any stamp, issue, registration, documentary and other taxes or duties paid by the Representative of the Noteholders in connection with any action and/or legal proceedings brought or contemplated by the Representative of the Noteholders pursuant to the Transaction Documents against the Issuer, or any other person to enforce any obligation under the Rules, the Notes or the Transaction Documents.

37. LIABILITY

Notwithstanding any other provision of these Rules, the Representative of the Noteholders shall not be liable for any act, matter or thing done or omitted in any way in connection with the Transaction Documents, the Notes or these Rules except in relation to its own gross negligence (*colpa grave*) or wilful default (*dolo*).

TITLE IV

THE ORGANISATION OF THE NOTEHOLDERS AFTER SERVICE OF AN ENFORCEMENT NOTICE

38. POWERS

It is hereby acknowledged that, upon service of a Trigger Notice or prior to the service of a Trigger Notice, following the failure of the Issuer to exercise any right to which it is entitled, pursuant to the Mandate Agreement, the Representative of the Noteholders, in its capacity as legal representative of the Organisation of the Noteholders, shall be entitled (also in the interests of the Other Issuer Creditors) pursuant to articles 1411 and 1723 of the Italian civil code, to exercise certain rights in relation to the Master Portfolio and the Transaction Documents. Therefore, the Representative of the Noteholders, in its capacity as legal representative of the Organisation of the Noteholders, will be authorised, pursuant to the terms of the Mandate Agreement, to exercise, in the name and on behalf of the Issuer and as *mandatario in rem propriam* of the Issuer, any and all of the Issuer's Rights under certain Transaction Documents, including the right to give directions and instructions to the relevant parties to the relevant Transaction Documents.

TITLE V

GOVERNING LAW AND JURISDICTION

39. GOVERNING LAW

The Rules and any non-contractual obligations arising out of or in connection with it are governed by, and will be construed in accordance with, the laws of the Republic of Italy.

40. JURISDICTION

The Courts of Milan will have jurisdiction to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with the Rules and any non-contractual obligations arising out thereof or in connection therewith.

ESTIMATED WEIGHTED AVERAGE LIFE OF THE NOTES

The estimated weighted average life of the Notes is subject to factors largely outside the control of the Issuer and consequently no assurance can be given that the assumptions and estimates below will prove in any way to be realistic and they must therefore be viewed with considerable caution.

General

The yields to maturity on each Class of Notes will be affected by the amount and timing of delinquencies and default on the Receivables. Furthermore, the ability of the Issuer to redeem in full each Class of Notes on the Final Maturity Date will be affected by the delinquencies and defaults on the Receivables.

Estimated Weighted Average Life of the Notes

Weighted average life refers to the average amount of time that will elapse from the date of issuance of the Notes of a given Class to the date of distribution to the investors of each Euro distributed in reduction of the principal on the Notes of such Class. The weighted average life of the Notes will be influenced, *inter alia*, by the principal payments received on the purchased Receivables purchased by the Issuer. Such principal payments shall be calculated on the basis of the scheduled principal payments, the prepayments and the defaults on any Receivable.

The weighted average life of the Notes shall be affected by the available funds allocated to redeem the Notes.

The estimated weighted average life of the Notes cannot be predicted, as the actual rate at which the Loans will be repaid and a number of other relevant factors are unknown. Calculations as to the estimated weighted average life of the Notes can be made based on certain assumptions. These estimates have certain inherent limitations. No representations can be made that such estimates are accurate, or that all assumptions relating to such estimates have been considered or stated or that such estimates will be realised.

The following table shows the estimated weighted average life and the expected maturity of the Notes and have been, *inter alia*, prepared based on the characteristics of the Receivables included in the Initial Portfolio and on the following additional assumptions:

(a) the Originator does not repurchase any Receivable;

(b) no Future Receivables come into existence;

(c) there are no delinquencies or losses on the Receivables, and principal payments on the Receivables will be timely received together with prepayments, if any, at the respective constant prepayment rates (CPRs) set forth in the table below;

(d) interest payments on the Notes are due and will be received on each Payment Date commencing on 5 February 2024;

(e) 0 (zero) per cent. investment return is earned on the cash from time to time standing to the credit of the Accounts;

(f) no debit on the Principal Deficiency Ledger is recorded;

(g) no Issuer Trigger Event occurs;

(h) the terms of the Loans are not affected by any legal provision authorising the Debtors to suspend payment of the Instalments;

(i) no purchase, sale, indemnity or renegotiation in respect of the Master Portfolio as a whole or on the single Loans occurs according to the Transaction Documents;

(j) the Revolving Period ends on the Payment Date falling in November 2024 (included);

(k) at the end of the Revolving Period the balance of the Principal Accumulation Account is 0 (zero); and

(l) no Sequential Redemption Event has occurred.

The actual performance of the Master Portfolio is likely to differ from the assumptions used in constructing the table set forth below, which is hypothetical in nature and is provided only to give a general sense of how the principal cash-flows might behave. Any difference between such assumptions and the actual characteristics and performance of the Receivables will cause the estimated weighted average life and the expected maturity of the Notes to differ (which difference could be material) from the corresponding information in the following table.

	Constant prepayment rate					
	0%	*5%*	*10%*	*12.5%*	*15%*	*20%*
Expected weighted average life of Class A Notes (years)	**4.73**	**4.30**	**3.95**	**3.78**	**3.62**	**3.34**
Expected weighted average life of Class B Notes (years)	**4.73**	**4.30**	**3.95**	**3.78**	**3.62**	**3.34**
Expected weighted average life of Class C Notes (years)	**4.73**	**4.30**	**3.95**	**3.78**	**3.62**	**3.34**
Expected weighted average life of Class D Notes (years)	**4.73**	**4.30**	**3.95**	**3.78**	**3.62**	**3.34**
Expected weighted average life of Class E Notes (years)	**4.73**	**4.30**	**3.95**	**3.78**	**3.62**	**3.34**

SELECTED ASPECTS OF ITALIAN LAW

The Securitisation Law

The Securitisation Law was enacted on 30 April 1999 and was conceived to simplify the securitisation process and to facilitate the increased use of securitisation as a financing technique in Italy.

It applies, *inter alia*, to securitisation transactions involving a "true sale" (by way of non-gratuitous assignment) of receivables, where the sale is to a company created in accordance with article 3 of the Securitisation Law and all amounts paid by the debtors in respect of the transferred receivables are to be used by the relevant company exclusively to meet its obligations under notes issued to fund the purchase of such claims and all costs and expenses associated with the securitisation transaction.

Ring-fencing of the assets

Under the terms of article 3 of the Securitisation Law, the assets relating to each securitisation transaction will, by operation of law, be segregated for all purposes from all other assets of the company which purchases the receivables (including any other receivables purchased by the Issuer pursuant to the Securitisation Law). Prior to and on a winding up of such a company such receivables will only be available to holders of the notes issued to finance the acquisition of the relevant receivables and to certain creditors claiming payment of debts incurred by the company in connection with the securitisation of the relevant receivables. In addition, the receivables relating to a particular transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to general creditors of the issuer company.

The segregation principle set out in the second paragraph of article 3 of the Securitisation Law has been extended by Italian Law Decree number 91 of 24 June 2014 (as converted into law by Italian Law number 116 of 11 August 2014) and now provides that receivables relating to each securitisation transaction (meaning both the claims against the debtor or debtors and any other claim in favour of the securitisation company in the context of the relevant transaction), the cashflows deriving therefrom and any financial assets purchased with them constitute assets segregated in all respects from those of the securitisation company and those relating to other securitisation transactions. No actions against such segregated assets may be taken by creditors other than the holders of the securities issued to finance the purchase of the relevant receivables.

In addition, Italian Law Decree number 91 of 24 June 2014 (as converted into law by Italian Law number 116 of 11 August 2014) has introduced the new paragraphs 2-*bis* and 2-*ter* to article 3 of the Securitisation Law, pursuant to which the segregation principle of amounts standing to the credit of the accounts opened in the context of securitisation transactions with Italian credit institutions has been strengthened and the commingling risk in respect of collections collected, on behalf of the relevant company incorporated under the Securitisation Law, by the servicers and/or sub-servicers of the relevant securitisation transaction has been limited.

Under Italian law, however, any creditor of the Issuer would be able to commence insolvency or winding-up proceedings against the Issuer in respect of any unpaid debt.

The Assignment

The assignment of the receivables is governed by the Securitisation Law.

According to article 4, first paragraph, of the Securitisation Law, article 58 paragraphs 2, 3 and 4 of the Consolidated Banking Act can apply to the assignment of receivables made pursuant to the Securitisation Law. The prevailing interpretation of this provision, which view has been strengthened by article 4 of the Securitisation Law, is that the assignment can be perfected against the originator of the relevant receivables, the debtors in respect of the assigned debts, and third party creditors by way of publication of the relevant notice of sale in the Official Gazette and, in the case of the debtors, registration in the companies' register, so avoiding the need for individual notification to be served on each debtor.

Pursuant to article 4, first paragraph, of the Securitisation Law, the notice of sale in the Official Gazette of the assignment of those receivables which have the characteristics set out under article 1 of Italian Law number 52 of 21 February 1991 (i.e. receivables arising out of contracts executed by the originator in the ordinary course of its business) may be simplified by including only information regarding the originator, the assignee and the date of assignment. As an alternative, the perfection of the assignment of such receivables may be governed by article 5, paragraph 1, 1-*bis* and 2 of Italian Law number 52 of 21 February 1991, according to which relating to the enforceability of the assignment against third parties is obtained by having the payment of the relevant purchase price with date certain at law.

According to article 4, second paragraph, of the Securitisation Law, as from the date of the publication of the notice in the Official Gazette or the date certain at law of payment (in whole or in part) of the purchase price for the assigned receivables:

(i) no legal action may be brought in respect of the assigned receivables or the sums derived therefrom, other than for the purposes of enforcing the rights of the holders of the notes issued for the purpose of financing the acquisition of the relevant receivables and to meet the costs of the transaction;

(ii) notwithstanding any provision of law providing otherwise, no set-off may be exercised by the debtors among the assigned receivables and any debtors' claims towards the originator arising after such date;

(iii) the assignment becomes enforceable against:

  (a) any other assignee of the originator who has failed to render its purchase of receivables enforceable against any third party prior to such date;

  (b) any creditors of the originator who have not obtained, prior to the date of the publication of the notice in the Official Gazette, an attachment order (*pignoramento*) in respect of any of the receivables and then only to the extent of the receivables already attached.

Assignments executed under the Securitisation Law are subject to revocation under article 166 of the Italian Insolvency Code but only in the event that the adjudication of judicial liquidation of the relevant party is made within three months of the securitisation transaction or, in cases where paragraph 1 of article 166 applies, within six months of the securitisation transaction.

Notice of the assignment of the Receivables comprised in the Initial Portfolio pursuant to the Master Receivables Purchase Agreement related to the Initial Portfolio was published in the Official Gazette –

Part II no. 108 of 14 September 2023 and was registered in the companies' register of Verona on 18 September 2023.

Reform of corporate reorganisation and of the Bankruptcy Law

On 11 October 2017 the Italian Parliament approved the text of law which confers powers on the Italian government for an overall reform of Italian Royal Decree number 267 of 16 March 1942 (the "**Bankruptcy Law**") and corporate reorganisation proceedings in the context of over-indebted corporate entities. On 12 January 2019 the government approved the Legislative Decree number 14 containing the new code of crisis and insolvency (*codice della crisi e dell'insolvenza*) (the "**Italian Insolvency Code**"). On 15 July 2022, the Italian Insolvency Code, entered into force.

The Italian Insolvency Code is inspired by the principle of an early detection and resolution of corporate insolvency also through flexible and modern reorganisation methods; in such a context, the declaration of bankruptcy (now defined as "*judicial liquidation*" (*liquidazione giudiziale*)) is considered as a last resort alternative in absence of other options that can guarantee continuation of the corporate activity.

In accordance with the above principles, the Italian Insolvency Code introduces the new "*preemptive and assisted reorganisation procedures*" that, with respect to "*minor creditors*", further complement the previously existing pre-insolvency proceedings (*i.e.* restructuring proceedings under article 182-*bis* and certified plans under article 67(3)(d) of the Bankruptcy law) and insolvency proceedings (scheme of arrangements with creditors and bankruptcy). The reform of the so-called extraordinary administration proceedings has not been included in the scope of the Italian Insolvency Code and will likely require an *ad hoc* intervention by the legislator.

The main changes to the current legal framework contained in the Italian Insolvency Code are as follows.

Stakeholders have faced for a long time a difficulty in coordinating the restructuring proceedings of companies belonging to the same group. The previous legislation didn't provide for the opening of a single restructuring proceedings with regard to multiple affiliated companies, this resulting in an inefficient process also compounded by the fact that different territorial courts have competence for each different single proceeding. Therefore in order to tackle such issues, the Italian Insolvency Code provides for the introduction of a new joined proceedings for group insolvencies. More specifically, the Italian Insolvency Code introduces:

(i) the elimination of the term "*bankrupt*" (*fallito*) due to its negative connotation and the replacement of bankruptcy proceedings (*fallimento*) with a judicial liquidation (*liquidazione giudiziale*);

(ii) a new definition of "*state of crisis*";

(iii) the adoption of the same procedural framework in order to ascertain such state of crisis and to access the different judicial insolvency proceedings provided for by the same Italian Insolvency Code;

(iv) restrictions to the use of the pre-bankruptcy composition with creditors (*concordato preventivo*) in order to favour going concern proceedings;

(v) a new preventive alert and mediation phase to avoid insolvency (new "*preemptive and assisted reorganisation procedures*");

(vi) jurisdiction of specialised courts over proceedings involving large debtors;

(vii) amendments to certain provisions of the Italian civil code aimed at ensuring the general effectiveness of the reform;

(viii) a definition of "*corporate group*" by reference to the criteria of direction and coordination referred to in articles 2497 *et seq.* and 2545-*septies* of the Italian civil code; such criteria are presumed as being met in case within the group there are controlling and controlled entities pursuant to article 2359 of the Italian civil code;

(ix) *joined single proceedings*: the possibility for companies belonging to the same group to file a single application for approval of a debt restructuring plan agreement under article 182-*bis* of the Bankruptcy Law or admission to an out-of-court arrangement with creditors or judicial liquidation or a court settlement agreement before a single court of law (as determined in accordance with the European principle of "*centre of main interests*" of the debtor); hence the subsequent appointment of only one single (i) judge and (ii) court-appointed receiver with regard to a scheme of arrangement or judicial dissolution and payment of a single fund of expenses in the case of a scheme of arrangement with creditors;

(x) *separate resolution meetings with regard to schemes of arrangement with creditors*: in case of a "*joint*" scheme of arrangement, separate resolutions on the proposal by the creditors of each company and the exclusion of infra-group creditors from voting in order to mitigate any "*distortion*" effects;

(xi) subordination of infra-group debt in situations described by article 2467 of the Italian civil code (*i.e.* the company has resorted to additional debt in situations where a capital contribution was instead required), with the exception of infra-group loans granted in the context of schemes of arrangement or a debt restructuring agreement under article 182-*bis* of Bankruptcy Law;

(xii) *extension of the receiver's powers with regard to solvent companies*: in the event of a judicial liquidation, the power of the receiver, *inter alia*, to report irregularities in the management of the solvent companies of the group (*e.g.* article 2409 of the Italian civil code) and to request their bankruptcy in the event of insolvency.

Pre-emptive Proceedings

As mentioned above, the Italian legislator has worked on the assumption (shared by the European regulator and business philosophy) that the successful recovery of a business largely depends on early detection of crisis situations, which instead the entrepreneur often tends to deny.

In order to facilitate a prompt detection of the crisis, on one hand the Italian Insolvency Code requires the entrepreneur to have in place an adequate corporate structure which can detect a crisis situation in a timely manner, and on the other hand, has introduced pre-emptive proceedings and crisis-assisted reorganisation proceedings (the "**Pre-emptive Proceedings**") to induce the distressed company to tackle the crisis early on.

Such regulation however does not apply to listed and large companies on the assumption that, due to their dimension, such entities have adequate resources to detect the crisis and tackle it on an early stage.

The Pre-emptive Proceedings are aimed at a resolution of the crisis agreed with creditors and implemented through the assistance of a body of experts activated by the debtor or indirectly by creditors or corporate auditing entities. The Pre-emptive Proceedings - which are to be conducted out of court in a confidential manner – provide for the following:

(i) the debtor who acknowledges a state of crisis files an application with a body set up in the relevant chamber of commerce (the "**Experts Committee**") in order to receive assistance in finding an agreed solution to the crisis with the creditors within a maximum period of 6 months;

(ii) qualified public creditors (including the *Agenzia delle Entrate*) must (a) inform the relevant debtor that its debt exposure has exceeded a significant amount, and (b) inform the supervisory entities and the Experts Committee, in case the debtor has not addressed the problem within a 3 months period (also by starting the Pre-emptive Proceedings, or by carrying out a scheme of arrangement or a debt restructuring);

(iii) in the event of the debtor's inaction, the above-mentioned public creditors must report to the supervisory entities and the Experts Committee ongoing defaults of a significant amount;

(iv) in addition, in all cases of inaction on the part of the debtor (and regardless of reporting by qualified public creditors) the corporate auditing bodies, auditors and auditing firms are obliged to immediately notify the administrative bodies of the debtor of any well-grounded indications of a crisis situation (the chartered accountant representative body shall prepare indexes to be used to establish when a company is to be considered in crisis) and, in the event of inadequate or lacking response by these, the Experts Committee;

(v) during the proceedings, the debtor may apply to the court for the adoption of protective measures to enable the same to enter into negotiations protected from any action of creditors (in respect of such protective measures, the debtor may postpone the reduction of any losses pursuant to the provisions of article 182-*sexies* of the Bankruptcy Law with reference to the debt restructuring agreements and the schemes of arrangements);

(vi) if within six months from the commencement of the proceeding the relevant debtor does not adopt appropriate measures to overcome the crisis (including entering into agreements with creditors or filing a debt restructuring agreement in court or apply for an in-court composition with creditors), the Experts Committee reports the state of insolvency, (if any) to the Public Prosecutor (who will be able to file for judicial liquidation where the conditions are met).

Finally, in order to encourage the use of Pre-emptive Proceedings, the Italian Insolvency Code provides for a system of incentives and penalties:

<u>*Incentives*</u>:

- for debtors who have taken action to overcome the crisis within 6 months from the first sign of its occurrence (using the assistance of the Experts Committee or the proceedings for the approval of a debt restructuring agreement under article 182-*bis* of the Bankruptcy Law, or a scheme of arrangement with creditors): (a) certain criminal offences linked to insolvency are not punishable

if they have caused minor damage; (b) a certain mitigating circumstances in respect to other criminal offences; and (c) a reduction of interest and penalties on tax debt;

- for statutory auditors who immediately report to the directors well-grounded indications of a crisis situation and, in the event of inaction, inform the Experts Committee: exemption from joint liability with the company directors for the damages resulting from events or omissions following their report;

Penalties:

- for qualified public creditors: loss of their priority in payment over their debt in case of failure to timely report to the supervisory entities and the Experts Committee the persisting default on obligations of a significant amount by the relevant insolvent debtor.

Debt restructuring agreements pursuant to Article 182-*bis* of Bankruptcy Law and certified plans under Article 67(3)(d) Bankruptcy Law

The Italian Insolvency Code aims at encouraging the use of debt restructuring agreements previously governed by article 182-*bis* of the Bankruptcy Law (the "**182bis Agreements**") which have not proved much popular so far.

As for the certified plans under Article 67(3)(d) of the Bankruptcy Law (the "**Certified Plans**"), the legislator has considered necessary to regulate more specifically their content in order to limit the possibility that these are drafted loosely.

Starting from the 182bis Agreements, the Italian Insolvency Code provides as follows:

(i) *extended application of the cram down*: possibility to apply the "*cram down*" model envisaged in the case of arrangements with banks and financial intermediaries under the previous article 182-*septies* of the Bankruptcy Law to all debt restructuring agreements and moratorium agreements which do not provide for liquidation (including the moratorium agreements): this means that, once the creditors have been assigned to homogeneous classes based on their economic and legal position, a company may impose to the "*minority*" creditors belonging to a certain class the restructuring of their claims as agreed by at least 75% of creditors belonging to the relevant class provided that such "*minority*" creditors have been informed of the opening of negotiations and have been enabled to participate to the them;

(ii) *reduction of admissibility quorum*: reduction of the 60% quorum currently required for the use of such measure to 30% provided that: (a) the debtor pays creditors not adhering to the restructuring agreement as their debts become due and (b) does not request protection from enforcement proceedings (see item (iii) below);

(iii) *extension of protection*: application of a debt moratorium starting from the opening and until the end of the proceedings (today it applies for only 60 days starting from the opening);

(iv) *extension to shareholders with unlimited liability*: extension of the effects of the agreement to shareholders with unlimited liability.

As for the Certified Plans, the Italian Insolvency Code (i) merely requires that they be in writing, bear certain date; and (ii) states in details their minimum content.

Schemes of Arrangement

The Italian Insolvency Code provides for a reorganisation of the provisions on the schemes of arrangement with creditors in order to promote business continuity. More specifically, the Italian Insolvency Code provides as follows:

(i) *marginalisation of schemes of arrangement providing for liquidation*: schemes of arrangements with liquidation are only possible where: (i) there is a contribution of external resources which increases payments in favours of unsecured creditors for at least 10% and in any case, and (ii) a minimum payment of 20% of the total amount of unsecured claims is envisaged;

(ii) *extending the powers of the relevant bankruptcy court*: the court has the power to assess not only the legal but also the economic feasibility of a scheme of arrangement (this is a step back in respect of the "*private*" nature of the scheme of arrangement deriving from the 2015 reform as well as of the same indications received from the joint sections of the Italian Supreme Court (*Corte di Cassazione a Sezioni Unite*) that did not contribute to the success of the scheme of arrangement);

(iii) *qualified majorities*: a majority is required not only based on the amount of debt owed but also based on the number of voting creditors if a single creditor holds unsecured debt for an amount equal to or higher than the majority of those eligible to vote; furthermore, the Italian Insolvency Code calls for a specific regulation on conflict of interest situations. Such choice will make it difficult to carry out typical investment operations involving the purchase of receivables from distressed/insolvent companies in order to then direct the approval of the relevant scheme of arrangement proposal;

(iv) *the definition of a scheme of arrangement on going concern basis and deferment of privileged claims*: it is clarified that a scheme of arrangement on going concern basis refers to both mixed schemes of arrangements (going concern basis plus disposal of non-instrumental assets); furthermore, payment of privileged creditors may be deferred up to two years, provided that they are granted voting rights;

(v) *super senior loans authorised by the court*: super senior loans are confirmed during the proceedings and by way of execution of the plan: super senior loans granted before the commencement of the proceedings are no longer permitted;

(vi) *mandatory classification of creditors*: creditors must necessarily be divided into classes if there are, among others, creditors assisted by third-party guarantees (and in other cases where there are homogeneous legal positions and economic interests that are to be identified by the government);

(vii) *electronic vote*: the meeting of creditors is replaced by an electronic voting procedure;

(viii) *provisional administration*: in the event of obstruction by the debtor, the court may entrust the implementation of the scheme of arrangement to a provisional administrator entrusted with the powers usually belonging to the creditors' meeting (this power is currently only provided if a competing proposal is accepted);

(ix) *termination of the scheme arrangement by the receiver*: the receiver has the power to require, upon request by a creditor, that the scheme of arrangement be terminated, *inter alia*, for non-performance (currently, such right is recognised only to creditors);

(x) *mergers/demergers/transformations*: in the case of extraordinary transactions (mergers, demergers and transformations), (i) the creditors' opposition is exercised in the context of the schemes of arrangement; (ii) the effects of extraordinary transactions are irreversible once executed; (iii) the right of withdrawal of shareholders is excluded in case of transactions impacting on the organisation or financial structure of the company.

Judicial liquidation

Under the Italian Insolvency Code bankruptcy is defined as "*judicial liquidation*" and aims at standardising and simplifying the relevant proceedings which however becomes now residual if a restructuring proceedings on a going concern basis is possible (and reasonably achievable). Among the most important changes with respect to the current bankruptcy proceedings are the following:

(i) *assignment of assets to creditors*: the participation of creditors in the auctions of the debtors' assets is facilitated (however, certain aspects of the Italian Insolvency Code are not very clear on this point); to this end, a body is established which certifies "*the reasonable probability of satisfaction of the debts incurred in respect of each proceeding*" and which issues to the creditors who so request a debt certificate enabling them to participate to the relevant auction "*in proportion to the probability of satisfaction of their credit*"; the provision is aimed at giving to the creditors the option to request the assignment of the debtor's assets and pay by means of their debt certificates as endorsed by the certifying body; in fact the law provides for the appointment of a "*settlement and central counterparty system operator*" which it can be presumed will oversee such operations; the relevant proceedings however remain still to be regulated;

(ii) *applicability* erga omnes: judicial liquidation applies to every category of debtors (*e.g.* limited liability companies, individuals, professionals) with the exclusion of public entities, supervised entities (*e.g.* banks, insurance companies) and entities subject to over-indebtedness proceedings (see the section headed "*Debtors may become subject to a debt restructuring arrangement or a court-supervised liquidation in accordance with the Italian Insolvency Code*");

(iii) *efficiency of the proceedings*: a number of additional measures have been envisaged to reduce the duration and cost of the procedure and make more effective and transparent the receiver's activity as well as the process of determining the judicial liquidation estate's liabilities.

Finally, the Italian Insolvency Code also provides for some further measures intended to reorder and simplify over-indebtedness proceedings by prioritising business continuity and ensuring the competitiveness of asset sale auctions.

Claw Back on the Sale of the Receivables

The sale of the Receivables may be clawed back by a receiver under article 166, paragraphs 1(d) and 2, of the Italian Insolvency Code but only in the event that the relevant party was insolvent when the assignment was entered into and was executed within three months of the admission of the relevant to compulsory liquidation (*liquidazione coatta amministrativa*) pursuant to Title IV, Heading I, Section III of the Consolidated Banking Act or in cases where paragraphs 1(a), 1(b) and 1(c) of article 166 of the Italian Insolvency Code apply, within six months of the admission to compulsory liquidation.

Claw-Back Action against the payments made to companies incorporated under the Securitisation

Law

Pursuant to article 4 of the Securitisation Law, as amended by Law 9/2014 and Law 116/2014, the payments made by an assigned debtor to the Issuer may not be subject to any claw-back action according to article 166 and 164 of the Italian Insolvency Code.

All other payments made to the Issuer by any party under a Transaction Document after the submission of the application followed by the opening of a judicial liquidation or in the six months or one year "*suspect period*" (*i.e.* the period leading up to the judicial liquidation or compulsory liquidation declaration) prior to the date on which a judicial liquidation has been initiated against such party or such party has been admitted to the compulsory liquidation ("*liquidazione coatta amministrativa*") may be subject to claw-back action according to article 166 of the Italian Insolvency Code. The relevant payment will be set aside and clawed back if the receiver gives evidence that the recipient of the payments had knowledge of the state of insolvency when the payments were made. The question as to whether or not the Issuer had actual or constructive knowledge of the state of insolvency at the time of the payment is a question of fact with respect to which a court may in its discretion consider all relevant circumstances.

Consumer credit provisions

(i) *Consumer credit provisions and enactment of Legislative Decree 141* - The Master Portfolio includes Loans which qualify as "consumer loans", i.e. loans extended to individuals acting outside the scope of their entrepreneurial, commercial, craft or professional activities. In Italy consumer loans are regulated by, amongst others: (i) articles 121 to 126 of the Consolidated Banking Act and (ii) some provisions of the Consumer Code. Consumer protection legislation has been subject to a full revision by the enactment of legislative decree 13 August 2010 number 141 (as subsequently amended, "**Legislative Decree 141**") which transposed in the Italian legal system EC Directive 2008/48 on credit agreements for consumers. Legislative Decree 141 has become enforceable on 19 September 2010.

(ii) *Legislative Decree 141 and existing credit consumer agreements* - Even if Legislative Decree 141 does not provide anything on the matter, on the basis of both article 30 of EC Directive 2008/48 and the implementing measures of Legislative Decree 141, it can be stated that the provisions set by Legislative Decree 141 do not apply to agreements existing on the date on which the latter entered into force, except for some provisions, applicable to open-end credit agreements only.

(iii) *Scope of application* - Prior to the entry into force of Legislative Decree 141, consumer loans were only those granted for amounts respectively lower and higher than the maximum and minimum levels set by the *Comitato Interministeriale per il Credito e il Risparmio* ("**CICR**") (the inter-ministerial committee for credit and savings), such levels being fixed at €30,987.41 and €154.94 respectively. Current article 122 of the Consolidated Banking Act rules that provisions concerning consumer loans apply to loans granted for amounts from €200 (included) to €75,000 (included); moreover, the same article 122 sets a list of other deeds and agreement which shall not be considered as consumer loans.

(iv) *Right of withdrawal* - Pursuant to article 125-*ter* of the Consolidated Banking Act, consumers have a period of 14 calendar days in which to withdraw from the credit agreement without giving any reason. That period of withdrawal shall begin (a) either from the day of the conclusion of the

credit agreement, or (b) from the day on which the consumer receives the contractual terms and conditions and information to be provided to it pursuant to paragraph 1 of article 125-*bis* of the Consolidated Banking Act, if that day is later than the date referred to under point (a). In case the consumer enforces its right of withdrawal, within thirty days following the date of enforcement the consumer shall pay to the lender any amount outstanding under the relevant consumer loan, plus matured interest and non-recoverable expenses paid by the lender to the public administration in connection with the granting of the relevant consumer loan. If the credit agreement has been negotiated by distance marketing, withdrawal periods as calculated under article 67-*duodecies* of the Consumer Code will apply. Pursuant to article 125-*quater* of the Consolidated Banking Act, a consumer may always withdraw from an open-end credit agreement without paying any penalty or expense to the lender. Before the enactment of Legislative Decree 141, rights of withdrawal in favour of consumers under consumer loan agreements were limited to specific cases, such as in case of consumer credit agreement concluded to finance acquisition of goods or services pursuant to a distance contract.

With regard to the analysis of other provisions of the Consolidated Banking Act on consumer credit agreements, please refer to the section above entitled "*Risk factors*", under the paragraph "*Consumer protection legislation*".

Debtors may become subject to a debt restructuring arrangement or a court-supervised liquidation in accordance with the Italian Insolvency Code

The Italian Insolvency Code provides for special composition procedures for situations of over-indebtedness (*procedure di composizione della crisi da sovraindebitamento*), and for a special court-supervised liquidation for situations of over-indebtedness (*liquidazione controllata del sovraindebitamento*), which apply to (i) consumers, professionals, small enterprises who/which are in a situation of crisis or insolvency, and (ii) any other debtor which cannot be subject to judicial liquidation (*liquidazione giudiziale*) or any other liquidation procedure under Italian law applicable for situations of crisis (*crisi*) or insolvency (*insolvenza*).

Over-indebtedness occurs either in a situation of crisis or in a situation of insolvency. Crisis is the condition that makes insolvency likely to happen, and it occurs when the perspective cash flow shows that the debtor will become unable to pay its debts as they fall due within the subsequent 12 months; insolvency is the inability to repay debts as they fall due.

The composition procedure that applies to over-indebted consumers is the consumer's debt restructuring arrangement (*ristrutturazione dei debiti del consumatore*) (the "**Consumer's Debt Restructuring Arrangement**").

Pursuant to articles from 67 to 73 of the Italian Insolvency Code, the over-indebted consumer, supported by the competent body for the composition of the over-indebtedness (*organismo di composizione della crisi da sovraindebitamento*) (the "**OCC**"), can file before the competent court a petition for the restructuring of its debts, based on a plan providing for the strategy to overcome the over-indebtedness. The over-indebted consumer may propose a partial recovery of its debts. Secured creditors shall receive an amount not lower than the liquidation value of the relevant encumbered asset, as assessed by the OCC.

If the court deems that the requirement provided under the law are met, it orders that the plan and the proposal pertaining to the Consumer's Debt Restructuring Arrangement are published in a specific

website and notified to the creditors. Upon the over-indebted consumer's request, the court may also order suspension of ongoing individual enforcement actions, and a general stay on enforcement and interim actions on the over-indebted consumer's assets.

Within 20 days from the court's notice, creditors may submit to the OCC their comments to the plan and the proposal pertaining to the Consumer's Debt Restructuring Arrangement. Within the subsequent 10 days, the OCC may refer them to the court, together with any amendments to the plan that it deems necessary.

The court verifies whether the plan is compliant with the requirement provided under the law and feasible, and, if so, issues a decision homologating it. Such decision can be opposed within 30 days.

The OCC supervises the execution of the plan, and any sale and/or dismissal is carried out through a tender procedure. One the plan is fully executed, the OCC delivers a final report.

The court, also upon request from a creditor, revokes the homologation of the Consumer's Debt Restructuring Arrangement if for the relevant debtor becomes impossible to fulfill the obligations set out in the plan or if the relevant debtor attempts to fraud its creditors. The revocation cannot be requested by creditors nor pursued by the court after 6 (six) months from delivery of the OCC's final report.

If the Consumer's Debt Restructuring Arrangement fails, or, in any event, upon its own request, the overindebted consumer may be adjudicated in a court-supervised liquidation for situations of over-indebtedness (the "**Court-Supervised Liquidation**"). If the over-indebted consumer is in a situation of insolvency, the Court-Supervised Liquidation may be commenced also upon request of a creditor in the context of an individual enforcement proceeding.

If the court finds that the relevant requirements are met (*e.g.* the amount of debts due and unpaid is higher than Euro 50,000), it issues a decision adjudicating the over-indebted consumer into the Court-Supervised Liquidation. With the same decision, the court, among other things, (i) appoints the designated judge, (ii) appoints a liquidator and (iii) assigns to creditors a term of maximum 60 (sixty) days to file their proof of claim.

As of the adjudication of the over-indebted consumer into the Court-Supervised Liquidation, individual enforcement and interim actions of creditors are stayed, and claims are recovered in accordance with statutory priorities and the principle of equal treatment among creditors.

Pending contracts are suspended, and the liquidator determines if they should be continued or terminated.

Rights of set-off and other rights of the Debtors

Under general principles of Italian law, the Debtors are entitled to exercise rights of set-off in respect of amounts owed by them under the relevant Loan Agreement against any amounts payable by the Originator to the relevant Debtor.

The assignment of receivables under the Securitisation Law is governed by article 58, paragraphs 2, 3 and 4, of the Consolidated Banking Act. According to the prevailing interpretation of such provision, such assignment becomes enforceable against the relevant debtors as of the later of (i) the date of the

publication of the notice of assignment in the Official Gazette and (ii) the date of registration of the notice of assignment in the competent companies' register. Consequently, Debtors and Guarantors may exercise a right of set-off against the Issuer on claims against the Originator and/or the Issuer which have arisen before the later of: (i) the publication of the notice in the Official Gazette, and (ii) the registration in the competent companies' register have been completed.

In addition, pursuant to article 125-*septies* of the Consolidated Banking Act, debtors of consumer loans are entitled to exercise against the assignee of any lender under a consumer loan contract, any defence (including set-off) which they had against the original lender, in derogation of the provisions of article 1248 of the Italian civil code (meaning that the debtors have such right even if they have accepted the assignment or have been given written notice thereof and if the transfer has been made enforceable against them). In this respect, it must be noted that article 4, paragraph 2, of the Securitisation Law provides that debtors of securitised receivables are not entitled to exercise any right of set-off against the securitisation special purpose vehicle for any claims they have towards the relevant originator which have arisen after the date of completion of the enforceability formalities of the transfer of such receivables to the securitisation company as provided for under the Securitisation Law. However, it is unclear whether the provisions contained in article 4, paragraph 2, of the Securitisation Law in relation to set-off rights of the assigned debtors also prevails on article 125-*septies* of the Consolidated Banking Act, considering the special nature of the latter (i.e. provisions aimed at protecting the category of consumers).

The Issuer

According to the Securitisation Law, the Issuer shall be a *società di capitali*. Under the provisions of article 5, paragraph 2, of the Securitisation Law, the standard limits and the other provisions related to the issue of securities prescribed for Italian companies (other than banks) under the Italian civil code (articles from 2410 to 2420) are inapplicable to the Issuer.

The enforcement proceedings in general

The enforcement proceedings can be carried out only on the basis of some legal instruments well known as *titoli esecutivi*, which are: (i) final judgments and the other judicial statements to whom the law attributes an executive effect; (ii) notarised private deeds, whose object concerns monetary obligations, or the other legal acts which have the same effect, the promissory notes and the other debt securities (iii) the legal acts received by the notary or by an authorised public notary.

Save where the law provides otherwise, the enforcement must be preceded by service of the order for the execution (*formula esecutiva*) and the notice to comply (*atto di precetto*).

Accordingly, on one hand, in order to commence an enforcement procedure, it is stated that the apposition of the order for the execution it's compulsory for: (i) the final judgments, (ii) for the other judicial statements to whom the law attributes an executive effect, (iii) for the notarised private deeds and the other legal acts having the same effect.

On the other hand, the notice to comply (*atto di precetto*) is a formal notice by a creditor to his debtor - containing an order to fulfil the obligation - through which the creditor advises that the enforcement proceedings will be initiated if the obligation specified in the title is not fulfilled within a given period (not less than ten days from the date on which the notice to comply (*atto di precetto*) is served). If delay

would be prejudicial, the court may reduce or eliminate this period upon a justified request of the creditor.

Enforcement of an obligation to pay an amount of money is performed in different ways, according to the kind of the debtor's assets the creditor wants to seize. Therefore and mentioning the most important only, the Italian code of civil procedure provides for different rules concerning respectively:

- distrain and forced liquidation of mobile goods in possession of the debtor;
- distrain and forced liquidation of debtor's receivables or mobile goods in possession of third parties; and
- distrain and forced liquidation of real estate properties.

The Italian code of civil procedure provides for some common provisions applicable to any form of enforcement of an obligation to pay an amount of money and specific rules applicable to each form of enforcement.

Distrait and forced liquidation of assets are carried out in the following steps:

- first, the debtor's goods are seized;
- second, other creditors may intervene;
- third, the debtor's assets are liquidated; and
- fourth, the creditor is paid, or the proceeds from the liquidation of the debtor's assets are distributed amongst the creditors.

Seizure of assets is the necessary first step in forcing the liquidation of a property, when it is not already held in pledge.

Enforcement proceedings of mobile goods in possession of the debtor

With reference to the seizure and forced liquidation of mobile goods in possession of the debtor, seizure begins with the application of the lawyer to the bailiff; once the bailiff has the *titolo esecutivo* and the notice to comply he can start the seizure procedure going to the debtor's house/office or other place, and identifying all the debtor's movable assets which can be involved in the enforcement. According to that point, it is stated that the bailiff may look for the movables assets to seize in the debtor's house or in other places related to him and he is free to evaluate assets found and keep them seized, as long as the goods identified are able to be quickly and easily liquidated. However, certain items of personal property cannot be seized, while others can be seized only partially.

After the seizure, the bailiff writes a record that contains the injunction to the debtor to refrain from any act that would interfere with the liquidation of the seized property and the description of the movables beings seized, also attaching, if necessary, photographic documentation or other useful documents through which it's possible to evaluate the goods conditions at that moment; in that record, the bailiff estimates also the expected cash value of the assets. It is also possible to integrate the seizure request if the expected cash value is higher than the real assets value.

If the creditor agrees, the debtor can be named as custodian of the assets since any interference by causing the destruction, deterioration, or removal of seized property is a criminal offence; the bailiff can authorize the custodian to keep the goods seized in the original place, or to carry them elsewhere.

After the seizure, the bailiff has to provide the record to the creditor, the title executed and the notice to comply in order to let him, within 15 days (term subject to the penalty of ineffectiveness of the procedure), to enrol the proceeding in the register of the competent execution chancery, where he has to deposit the enrolment note and the certified copies of the above mentioned acts. In this moment the chancellor will open the file of the execution.

Save some specific cases, the creditor cannot apply for the assignment of the goods seized or for their sale, if the term of 10 days from the beginning of the seizure procedure is not expired. After that, the creditors can submit the request for the assignment or for the assets sale, asking also the judge to fix the hearing to define the formalities of the sale. At that hearing the parties can pass their proposals about the formalities of the sale. This hearing is also the last possibility for the parties to raise remedies against the enforcement procedure. If there are no oppositions to the procedure or if the parties reach an agreement about the oppositions, the judge fixes the sale. The judge may choose to delegate the sale to a commission agent. In the delegation, the judge fixes the lowest price of the sale and the total amount who must be obtained from the sale. Otherwise the judge may choose to realise the sale by auction.

After the sale, if there is only one secured creditor without others creditors intervened in the execution, the judge will pay the secured creditor's principal debt and the interests and also the costs of the enforcement proceedings with the sale's proceeds. If there are more than one secured creditor or if there are intervened creditors, they may prepare a project of distribution and propose it to the judge. If the judge agrees, he provides consequently to the distribution. If there is no agreement between the creditors the judge provides to the distribution on the basis of the ranking of the creditors.

In addition to securing the creditor's rights, seizure serves the purpose of identifying the property to be liquidated. When movables in the possession of the debtor are seized, the bailiff must draw up a protocol describing the seized assets and indicating their value. When real estates are seized, distrain is recorded in the land registry, and the value should be set by a special technician appointed by the judge.

The seized assets are entrusted to a custodian. Although the debtor himself may be appointed custodian, he normally may neither use seized property nor keep rents, profits, interest, and similar revenues. Seizure also covers rents, profits, interest, and other revenues of the seized property.

The debtor may avoid the seizure by paying the amount due to the bailiff for delivery to the creditor. Such payment does not constitute recognition of the debt and the debtor is not precluded from bringing an action for restitution of the amount, even though he should prove that the enforcement procedure was wrongfully instituted.

If the value of seized property exceeds the amount of the debt and costs, the judge, after hearing the creditor and any creditors who have intervened, may order that part of the properties are released.

The creditor may select the property that is to be liquidated. He may select various types of property and may bring proceedings in more than one district. However, if he selects more properties than necessary to satisfy his right, the debtor may apply to have this selection restricted. The creditor who

requested the seizure must apply for the sale by auction of the seized assets within a deadline of ninety days, otherwise the seizure lapses.

Normally, the debtor's distrained property is sold (*vendita forzata*). Sometimes, however, property may be assigned to the creditors in lieu of sale (*assegnazione forzata*). Seized property may be sold or assigned solely on the motion of the creditor who started the enforcement proceeding or of one of the intervening creditors who possesses an authority to execute.

The creditor who applies for the sale has the duty to anticipate court expenses and the sale fees.

Seized movable property may be sold through acquiring sealed bids (*vendita senza incanto*) or auction (*vendita con incanto*). Seized property may as well be offered for sale in several lots. Once the required amount has been obtained, the sale is discontinued.

Seized property may also be assigned to the creditors instead of being sold. Property may be assigned to discharge the debtor's obligation to the assignees up to the value of the assigned property. If the property is worth more than the amount of the debt, the assignees must pay the balance.

Unless the debtor's assets are assigned to the creditors in satisfaction of their claims, the proceeds of the liquidation must be distributed. The proceeds include:

- money received upon the sale or assignment of the debtor's assets;
- rents, profits, interest, and other revenues accruing from the debtor's assets during the period of distrain; and
- penalties or damages paid to the Court by the defaulting purchasers or assignees.

Distribution of the proceeds is made according to the following steps:

- costs and expenses of the proceeding are paid first;
- preferred creditors are paid in the order of their degree of priority;
- unsecured creditors who commenced or intervened into the proceeding in due time are paid: they share equally, in proportion to the amount of their claims, if there are insufficient funds to satisfy them;
- creditors who intervened after the hearing set for the authorisation of the liquidation of assets: they share the balance in proportion to their claims; and
- any surplus is returned to the debtor or to the thirds parties who had the properties possession at the time of the of the enforcement procedure beginning.

If there is any dispute concerning the distribution of proceeds, the judge hears the parties and he will decide. In this case distribution of the proceeds is suspended except to the extent to which it can be effected without prejudicing the rights of the claimants.

Subrogation

Italian Legislative Decree 141 has introduced in the Consolidated Banking Act article 120-*quater*, which provides for certain measures for the protection of consumers' rights and the promotion of the competition in, *inter alia*, the Italian mortgage loan market. Italian Legislative Decree 141 repealed article 8 (except for paragraphs 4-*bis*, 4-*ter* and 4-*quater*) of the Bersani Decree, replicating though, with some additions, such repealed provisions. The purpose of article 120-*quater*, of the Consolidated Banking Act is to facilitate the exercise by the borrowers of their right of subrogation of a new bank into the rights of their creditors in accordance with article 1202 (*surrogazione per volontà del debitore*) of the Italian civil code (the "**Subrogation**"), providing in particular that, in case of a loan, overdraft facility or any other financing granted by a bank, the relevant borrower can exercise the Subrogation, even if the borrower's debt towards the lending bank is not due and payable or a term for repayment has been agreed for the benefit of the creditor. If the Subrogation is exercised by the borrower, a new lender will succeed to the former lender also as beneficiary of all existing ancillary security interests and guarantees. Any provision of the relevant agreement which may prevent the borrower from exercising such Subrogation or render the exercise of such right more cumbersome for the borrower is void. The borrower shall not bear any notarial or administrative cost connected to the Subrogation.

Furthermore, paragraph 7 of article 120-*quater* of the Consolidated Banking Act provides that, in case the Subrogation is not perfected within 30 days from the date on which the original lender has been requested to cooperate for the conclusion of the Subrogation, the original lender shall indemnify the borrower for an amount equal to 1% of the loan or facility granted, for each month or fraction of month of delay. The original lender has the right to ask for indemnification from the subrogating lender, in case the latter is to be held liable for the delay in the conclusion of the Subrogation.

No severe clawback provisions

Severe claw-back provisions within the meaning of articles 20(2) and 20(3) of the Securitisation Regulation and the EBA Guidelines on STS Criteria are not provided by the Italian Insolvency Code.

TAXATION IN ITALY

The statements herein regarding taxation summarise certain Italian tax consequences of the purchase, ownership, redemption and disposal of the Notes.

This overview assumes that the Issuer is resident in the Republic of Italy for tax purposes, is structured and conducts its business in the manner outlined in this Prospectus. Changes in the Issuer's organisational structure, tax residence or the manner in which it conducts its business may invalidate this overview. This overview also assumes that each transaction with respect to the Notes is at arm's length.

Where in this overview, English terms and expressions are used to refer to Italian concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Italian concepts under Italian tax law.

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Prospectus and are subject to any changes in law occurring after such date, which changes could be made also on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. This summary will not be updated by the Issuer after the date of this Prospectus to reflect changes in laws after the Issue Date and, if such a change occurs, the information in this summary could become invalid.

Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences under Italian tax law of acquiring, holding and disposing of the Notes and receiving payments of interest, Variable Return, principal and/or other amounts under the Notes, including in particular the effect of any state, regional or local tax laws on their ownership of the Notes.

Republic of Italy

Bill AC.1038 of 23 March 2023, recently approved by the Italian Parliament, has delegated the Italian Government to enact, within the next twenty-four months, one or more legislative decrees envisaging the reform of the Italian tax system (the "**Tax Reform**").

According to the aforementioned Bill, the Tax Reform should significantly change the taxation of financial income and capital gains and introduce various amendments in the Italian tax system at different levels. The precise nature, extent, and impact of these amendments cannot be quantified or foreseen with certainty at this stage.

The information provided in this Prospectus may not reflect the future tax landscape.

Tax treatment of the Notes

Decree 239 provides for the applicable regime with respect to the tax treatment of interest, premium and other income (including any difference between the redemption amount and the issue price) from notes issued, *inter alia*, by Italian companies incorporated pursuant to Italian Law number 130 of 30 April 1999.

Italian resident Noteholders

Noteholders not engaged in an entrepreneurial activity

Where an Italian resident beneficial owner of the Notes is:

(a) an individual not engaged in an entrepreneurial activity to which the Notes are effectively connected;

(b) a non-commercial partnership, pursuant to article 5 of Decree 917 (with the exception of commercial partnerships qualified as *società in nome collettivo* or *società in accomandita semplice* and similar entities);

(c) a non-commercial private or public entity (other than Italian companies and undertakings for collective investment) or a non-commercial trust; or

(d) an investor exempt from Italian corporate income tax,

then interest derived from the Notes, and accrued during the relevant holding period, is subject to a substitutive tax withheld at source (*imposta sostitutiva*) levied at the rate of 26 per cent., either when the Interest is paid by the Issuer, or when payment thereof is obtained by the Noteholder on a sale of the relevant Notes, unless the relevant Noteholder holds the Notes in a discretionary investment portfolio managed by an authorised intermediary and, if meeting the relevant conditions, has validly opted for the application of the "*Risparmio Gestito*" regime provided for by article 7 of Italian Legislative Decree number 461 of 21 November 1997 ("**Decree 461**"). In such latter case the Noteholder is subject to a 26 per cent. annual substitute tax on the increase in value of the managed assets accrued at the end of each fiscal year (which increase would include interest accrued on the Notes). The substitute tax is applied on behalf of the taxpayer by the managing authorised intermediary. For more information, see also "*Tax Treatment of Capital Gains*" below. The *imposta sostitutiva* may not be recovered as a deduction from the income tax due.

Subject to certain conditions (including minimum holding period requirement) and limitations, interest, premium and other income relating to the Notes may be exempt from any income taxation (including from the 26 per cent. *imposta sostitutiva*) if the Noteholders are Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Italian Legislative Decree number 509 of 30 June 1994 and Italian Legislative Decree number 103 of 10 February 1996 (*enti di previdenza obbligatoria*) and the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets all the requirements from time to time applicable as set forth by Italian law.

Noteholders engaged in an entrepreneurial activity

In the event that the Italian resident Noteholders described under clauses (a) and (c) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax. Interest will be subject to *imposta sostitutiva* on a provisional basis and will then be included in the relevant beneficial owner's income tax return. As a consequence, interest will be subject to the ordinary income tax and *imposta sostitutiva* may be recovered as a credit that can be offset against the income tax due.

If a Noteholder is an Italian resident company or similar business entity (including limited partnership qualified as *società in nome collettivo* or *società in accomandita semplice* and private or public institutions carrying out commercial activities and holding the Notes in connection with this kind of activities), or a permanent establishment in Italy of a non-resident company to which the Notes are effectively connected, and the Notes are deposited in due time, together with the coupons related to such Notes, with an authorised intermediary, interest from the Notes will not be subject to *imposta sostitutiva*, where the Noteholder is the beneficial owner of the payment. Interest must, however, be included in the relevant Noteholder's income tax return and is therefore subject to general Italian corporate income tax ("**IRES**") plus, in case of banks and certain financial institutions (other than asset management companies and Italian *società di intermediazione mobiliare*), an IRES surtax of 3.5 per cent and, in certain circumstances, depending on the "status" of the Noteholder, also to the regional tax on productive activities ("**IRAP**"). If the Noteholder is a commercial partnership, the Interest is instead attributed and subject to taxation in the hands of the partners according to the tax transparency principle.

Italian real estate alternative investment funds (real estate investment funds and real estate SICAFs)

Under Italian Law Decree number 351 of 25 September 2001 ("**Decree 351**"), converted into law with amendments by Italian Law number 410 of 23 November 2001, and article 2(1)(c) of Decree 239, payments of interest deriving from the Notes to Italian resident real estate investment funds established in accordance with article 37 of Legislative Decree number 58 of 24 February 1998 ("**Real Estate Investment Funds**") or pursuant to article 14-*bis* of Law No. 86 of 25 January 1994, are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the Italian Real Estate Investment Funds, provided that they are the beneficial owners of the payment and that the Notes, together with the relevant coupons, are timely deposited with an authorised intermediary. However, a withholding tax or a substitute tax at the rate of 26 per cent. will apply in certain circumstances to income realised by unitholders in the event of distributions.

Subject to certain conditions, income realised by Italian real estate investment funds is subject to the taxation in the hands of Italian resident unitholders irrespective of any actual distribution.

Under article 9 of Italian Legislative Decree number 44 of 4 March 2014 ("**Decree 44**"), the above regime applies also to interest payments made to real estate investment companies with fixed capital (*società di investimento a capitale fisso immobiliari*, or "**Real Estate SICAFs**") which meet the requirements expressly provided by applicable law.

Undertakings for collective investment (Funds, SICAFs and SICAVs)

If an Italian resident Noteholder is an open-ended or a closed-ended collective investment fund ("**Fund**") other than a real estate investment fund, a closed-ended investment company (*società di investimento a capitale fisso*, or "**SICAF**") other than a Real Estate SICAF or an open-ended investment company (*società di investimento a capitale variabile*, or "**SICAV**") established in Italy and either (i) the Fund, the SICAF or the SICAV or (ii) their manager is subject to supervision by the competent regulatory authority and the Notes are deposited in due time, together with the coupons relating to such Notes, with an authorised intermediary, interest, premium and other income accrued during the holding period on the Notes will neither be subject to *imposta sostitutiva* nor to any other income tax, provided that the Fund, the SICAV or the SICAF is the beneficial owner of such payments. Interest premium and other income must, however, be included in the management results of the Fund, the SICAF or the SICAV accrued at the end of each tax period. The Fund, the SICAF or the SICAV will not be subject to

IRES, IRAP and *imposta sostitutiva*, but a withholding tax of 26 per cent. will be levied, in certain circumstances, on proceeds distributed in favour of unitholders or shareholders by the Fund, the SICAF or the SICAV.

Pension funds

If an Italian resident Noteholder is a pension fund (subject to the regime provided for by article 17 of Italian Legislative Decree number 252 of 5 December 2005) and the Notes are deposited in due time, together with the coupons relating to such Notes, with an authorised intermediary, interest relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, provided that the Pension is the beneficial owner of such payments. However, the interest must be included in the result of the pension fund as calculated at the end of the tax period, which will be subject to a 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, interest, premium and other income relating to the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth by Italian law.

Application of imposta sostitutiva

Under Decree 239, *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* ("**SIM**"), fiduciary companies, *società di gestione del risparmio* ("**SGR**"), stockbrokers and other entities identified by a decree of the Ministry of Economy and Finance (each, an "**Intermediary**") as subsequently amended and integrated.

An Intermediary must (a) be resident in the Republic of Italy or be a permanent establishment in the Republic of Italy of a non-Italian resident financial intermediary or an organisation or a company not resident in the Republic of Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of the Ministry of Economy and Finance (which includes Euroclear and Clearstream) having appointed an Italian representative for the purposes of Decree 239, and (b) intervene, in any way, in the collection of interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary or deposit account where the Notes are deposited. If the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any Italian financial intermediary (or permanent establishment in Italy of a non-resident financial intermediary) paying interest to a Noteholder or, absent that, by the Issuer.

Non-Italian Resident Noteholders

If the Noteholder is a non-Italian resident without a permanent establishment in the Republic of Italy to which the Notes are effectively connected, an exemption from the *imposta sostitutiva* applies provided that the non-Italian resident beneficial owner is either:

(a) resident, for tax purposes, in a country which is included in the list of countries and territories that allow an adequate exchange of information as contained (I) as at the date of this Prospectus in the Decree of the Ministry of Economy and Finance of 4 September 1996, as subsequently amended and restated ("**White List**"), or (II) once effective in any other decree or regulation that

may be issued in the future under the authority of article 11(4)(c) of Decree 239 to provide the list of such countries and territories ("**New White List**"); or

(b) an international body or entity set up in accordance with international agreements which have entered into force in the Republic of Italy; or

(c) a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State (including sovereign wealth funds); or

(d) an "institutional investor", whether or not subject to tax, which is established in a country included in the White List (or in the New White List once this will be effective).

In order to ensure gross payment, non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected must:

(a) be the beneficial owners of the payments of interest;

(b) timely deposit the Notes together with the coupons relating to such Notes directly or indirectly with:

(i) an Italian or foreign bank or financial institution (there is no requirement for the bank or financial institution to be EU resident) (the "**First Level Bank**"), acting as intermediary in the deposit of the Notes held, directly or indirectly, by the Noteholder with a Second Level Bank (as defined below); or

(ii) an Italian resident bank or SIM, or a permanent establishment in Italy of a non-resident bank or (SIM), acting as depositary or sub depositary of the Notes appointed to maintain direct relationships, via telematics link, with the Department of Revenue of the Ministry of Economy and Finance (the "**Second Level Bank**"). Organisations and companies that are not resident of Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of the Italian Ministry of Economy and Finance (which include Euroclear and Clearstream) are treated as Second Level Banks, provided that they appoint an Italian representative (an Italian resident bank or SIM, or permanent establishment in Italy of a non-resident bank or SIM, or a central depositary of financial instruments pursuant to article 80 of Italian Legislative Decree number 58 of 24 February 1998) for the purposes of the application of Decree 239. In the event that a non-Italian resident Noteholder deposits the Notes directly with a Second Level Bank, the latter shall be treated both as a First Level Bank and a Second Level Bank;

(c) timely submit to the First Level Bank or the Second Level Bank (as the case may be) an affidavit (*autocertificazione*), to be provided only once, in which the Noteholder declares, *inter alia*, that it is the beneficial owner of any interest on the Notes and it is eligible to benefit from the exemption from the *imposta sostitutiva*.

This affidavit, which is required neither for international bodies or entities set up in accordance with international agreements that have entered into force in Italy nor for foreign central banks or entities which manage, *inter alia*, official reserves of a foreign State, must comply with the requirements set forth by the Italian Ministerial Decree of 12 December 2001 and is valid until withdrawn or revoked (unless

some information provided therein has changed). The affidavit needs not to be submitted if a certificate, declaration or other similar document for the same or equivalent purposes was previously submitted to the same depository. Specific requirements are provided for institutional investors.

The *imposta sostitutiva* will be applicable at the rate of 26 per cent. to interest paid to Noteholders who do not qualify for the exemption or do not timely and properly comply with set requirements.

Non-Italian resident Noteholders, who are subject to the *imposta sostitutiva* might, nevertheless, be eligible for full or partial relief under an applicable tax treaty between the Republic of Italy and the country of residence of the relevant Noteholder, provided that the relevant conditions are satisfied.

Tax Treatment of Capital Gains

Italian resident (and Italian permanent establishment) Noteholders

Noteholders not engaged in an entrepreneurial activity

If an Italian resident Noteholder is (i) an individual not engaged in an entrepreneurial activity to which the Notes are connected, (ii) a non-commercial partnership (other than a *società in nome collettivo* or *società in accomandita semplice* or similar partnership), (iii) a non-commercial private or public entity, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to a capital gain tax ("**CGT**"), levied at the rate of 26 per cent. Noteholders may set off losses against their capital gains subject to certain conditions.

In respect of the application of CGT, such taxpayers may opt for any of the three regimes described below.

1. Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Noteholders under (i) to (iii) above, CGT on capital gains will be chargeable, on a cumulative basis, on all capital gains (net of any incurred capital loss) realised by the Italian resident individual Noteholder holding the Notes. In this instance, "**capital gains**" means any capital gain not connected with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given fiscal year. Italian resident individuals holding the Notes not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any fiscal year, net of any relevant incurred capital loss, in the annual tax return and pay the CGT on such gains together with any balance of income tax due for such year. Capital losses in excess of capital gains may be carried forward and offset against capital gains realised in any of the four following fiscal years.

2. As an alternative to the tax declaration regime, Noteholders under (i) to (iii) above may elect to pay CGT separately on capital gains realised on each sale or redemption of the Notes under the administrative savings regime ("*regime del risparmio amministrato*"). Such separate taxation of capital gains is allowed provided that:

    (a) the Notes are deposited with Italian banks, SIMs or certain authorised financial intermediaries (including permanent establishments in Italy of non-resident intermediaries); and

(b) an express election for the nondiscretionary investment portfolio regime is timely made in writing by the relevant Noteholder.

The depository intermediary must account for CGT in respect of capital gains realised on each sale or redemption of the Notes (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss. The depository must also pay CGT to the Italian tax authorities on behalf of the Noteholder, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the administrative savings regime, any possible capital loss resulting from the sale or redemption of the Notes may be deducted from capital gains subsequently realised, within the same securities management relationship, in the same fiscal year or in the following fiscal years up to the fourth. Under the nondiscretionary investment portfolio regime, the Noteholder is not required to declare the capital gains/losses in the annual tax return.

3. Under the discretionary investment portfolio regime (*regime del risparmio gestito*) (optional), any capital gains realised by Noteholders under (i) to (iii) above who have entrusted the management of their financial assets (including the Notes) to an authorised intermediary will be included – together with interests related to such Notes - in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Any decrease in value of the managed assets accrued at the year-end may be carried forward and offset against any increase in value of the managed assets accrued in any of the four following fiscal years. The Noteholder is not required to declare the capital gains realised in the annual tax return.

Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains on the Notes may be exempt from any income taxation (including from the 26 per cent. CGT) if the Noteholders are Italian resident individuals not engaged in entrepreneurial activity or social security entities pursuant to Italian Legislative Decree number 509 of 30 June 1994 and Italian Legislative Decree number 103 of 10 February 1996 and the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets all the requirements from time to time applicable as set forth by Italian law.

Noteholders engaged in an entrepreneurial activity

Any gain realised upon the sale or the redemption of the Notes would be treated as part of the taxable business income (and, in certain circumstances, depending on the "status" of the Noteholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company, a similar commercial entity (including the Italian permanent establishment of non-resident entities to which the Notes are connected), a business partnership or an Italian resident individual engaged in an entrepreneurial activity to which the Notes are connected.

Italian real estate alternative investment funds (Real Estate Investment Funds and Real Estate SICAFs)

Any capital gains realised by a Noteholder which is an Italian real estate investment fund or an Italian Real Estate SICAF to which the provisions of Decree 351 or Decree 44 apply will be subject neither to CGT nor to any other income tax at the level of the real estate investment fund or the Real Estate SICAF (see "*Tax Treatment of Interest*"). However, a withholding tax or a substitute tax at the rate of 26 per cent.

will apply in certain circumstances to income realised by unitholders or shareholders in the event of distributions or redemption of units / shares.

Subject to certain conditions, depending on the status of the investor and percentage of participation, income of the abovementioned funds and SICAFs is subject to taxation in the hands of the unitholder regardless of distribution.

Undertakings for collective investment (Funds, SICAFs and SICAVs)

Any capital gains realised by a Noteholder which is a Fund, a SICAF (other than a Real Estate SICAF) or a SICAV will not be subject to CGT but will be included in the result of the relevant portfolio accrued at the end of the relevant fiscal year. Such result will not be taxed at the level of the Fund, the SICAF or the SICAV, but income realised by the unitholders or shareholders in case of distributions, redemption or sale of the units/shares may be subject to a withholding tax of 26 per cent. (see "*Tax Treatment of Interest*").

Pension funds

Any capital gains realised by a Noteholder that is an Italian pension fund (subject to the regime provided for by article 17 of Decree 252 of 5 December 2005) will be included in the result of the pension fund as calculated at the end of the fiscal year, to be subject to a 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains on the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth by Italian law.

Non-Italian resident Noteholders

Capital gains realised by non-Italian resident beneficial owners without a permanent establishment in the Republic of Italy to which the Notes are effectively connected upon the sale or the redemption of Notes issued by an Italian resident issuer and traded on regulated markets are subject neither to CGT nor to any other Italian income tax. The application of the exemption may be subject, in certain cases, to the filing in due course with the authorised financial intermediary of an appropriate affidavit (*autocertificazione*) stating that the Noteholder is not resident in the Republic of Italy for tax purposes and has no permanent establishment in Italy to which the Notes are effectively connected.

Capital gains realised by non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected upon the sale or the redemption of Notes issued by an Italian resident issuer not traded on regulated markets are not subject to CGT, provided that the beneficial owner is:

(a) resident in a country included in the White List (or in the New White List once effective);

(b) an international entity or body set up in accordance with international agreements which have entered into force in the Republic of Italy;

(c) a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State (including sovereign wealth funds); or

(d) an "institutional investor", whether or not subject to tax, which is established in a country included in the White List (or in the New White List once this is effective), even if it does not possess the status of a taxpayer in its own country of establishment.

If none of the conditions above is met, capital gains realised by non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected upon the sale or the redemption of Notes issued by an Italian resident issuer and not traded on regulated markets may be subject to CGT at the current rate of 26 per cent. However, Noteholders may benefit from an applicable tax treaty with the Republic of Italy providing that capital gains realised upon the sale or the redemption of the Notes can be taxed only in the country of residence of the transferor, provided that the Noteholders are eligible to benefit from such Treaties.

Italian inheritance and gift tax

Pursuant to Law Decree No. 262 of 3 October 2006, converted into Law No. 286 of 24 November 2006, as subsequently amended, the transfers of any valuable asset (including the shares, notes or other securities) as a result of death or donation are taxed as follows:

(a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding, for each beneficiary, €1,000,000;

(b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift;

(c) transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding, for each beneficiary, €100,000; and

(d) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the beneficiary of any such transfer is a disabled individual, whose handicap is recognised under Law number 104 of 5 February 1992, the tax is applied only on the value of the assets (including the Notes) received in excess of €1,500,000 at the rates illustrated above, depending on the type of relationship existing between the deceased or the donor and the beneficiary.

Pursuant to article 6 Law no. 112/2016 ("*Legge sul Dopo di Noi*") as amended by article 89, paragraph 8, Legislative Decree 3 July 2017, no.117, asset or other rights (a) contributed to a trust, or (b) subject to a scope restriction ex article 2645-ter Italian civil code, or (c) contributed to a special fund ruled by *contratto di affidamento fiduciario*, in favour of persons with severe disabilities, are exempt from inheritance and gift tax. Upon the death of the person with severe disabilities, inheritance and gift tax will be due by the last beneficiary of the transfer, to be specifically identified within the deed

The *mortis causa* transfer of financial instruments included in a long-term savings account (*piano di risparmio a lungo termine*) - that meets the requirements from time to time applicable as set forth by Italian law - is exempt from inheritance tax.

Transfer Tax

Contracts relating to the transfer of securities are subject to a €200 registration tax as follows: (i) public deeds and private deeds with notarized signatures ("*atti pubblici e scritture private autenticate*") are subject to mandatory registration; and (ii) private deeds ("*scritture private non autenticate*") are subject to registration only (a) in case of use ("*caso d'uso*"), (b) voluntary registration or (c) on the occurrence of the so-called "*enunciazione*".

Stamp Duty

According to article 13, paragraph 2-*ter* of the Tariff attached to Presidential Decree No. 642 of 26 October 1972, stamp duty applies to periodic reporting communications sent by a financial intermediary to its clients in respect of financial products. The stamp duty applies at the rate of 0.2 per cent on the value of the financial instruments in stock at the end of the reporting period. The taxable base is represented by the fair market value of the financial products, or – if no market value figure is available– by the nominal value or the redemption amount of such products. In the absence of the aforementioned values, reference is made to the purchase cost, as inferable from the intermediary's records. The calculation is made on an annual basis, to be reduced in case the relevant statement is referred to a shorter period.

For investors other than individuals, the stamp duty cannot exceed the amount of € 14,000 (annual basis), with reference to each financial intermediary. Based on the wording of the law and the implementing decree issued by the Italian Ministry of Finance on 24 May 2012, the stamp duty applies to any investor who is a client (according to the regulations issued by the Bank of Italy) of an entity that carries out in any form a banking, financial or insurance activity in Italy.

Italian Financial Transaction Tax (so-called "Tobin Tax")

Article 1, paragraphs from 491 to 500, of Law No. 228 of 24 December 2012, as implemented by Ministerial Decree 21 February 2013 (the "**IFTT Decree**"), introduced a tax on financial transactions that applies to (i) the transfer of ownership in shares or equity instruments issued by companies having their registered office ("*sede legale*") located in Italy (the "**Chargeable Equity**"); and (ii) transactions in derivative financial instruments over Chargeable Equity, and (iii) transactions in transferable securities giving the right to acquire or sell mainly one or more Chargeable Equity, or giving rise to a cash settlement determined mainly by reference to one or more Chargeable Equity, and (iv) high frequency trading transactions, carried out on the Italian financial market, relating to shares, equity instruments, transferable securities sub (ii) (regardless of their issuer) and derivative financial instruments sub (iii) (regardless of their issuer).

Pursuant to art. 15(1)(*b-bis*) of the IFTT Decree, transactions related to financial instruments (other than shares and assimilated instruments pursuant to Article 44 of Decree 917), issued by Italian supervised entity, that qualify as bonds or are eligible as Additional Tier 1 Capital at the level of the issuer, under EU and Italian regulatory laws and regulations in effect are excluded from the scope of the IFTT.

Wealth tax on financial products held abroad

Under article 19(18) of Italian Law Decree number 201 of 6 December 2011, Italian resident individuals, non-profit entities and certain partnerships (*società semplici* or similar partnership in accordance with

article 5 of Decree 917) holding financial products - including the Notes - outside the Republic of Italy are required to pay a wealth tax at the rate of 0.2 per cent.

Pursuant to the provision of article 134 of Law Decree number 34 of 19 May 2020, the wealth tax cannot exceed Euro 14,000 per year for taxpayers other than individuals. The tax is determined in proportion to the period of ownership. This tax is calculated on the market value at the end of the relevant year or, if no market value figure is available, on the nominal value or redemption value, or in the case the face or redemption values cannot be determined, on the purchase price of any financial product (including the Notes) held abroad by Italian resident individuals. If the financial products are no longer held on December 31 of the relevant year, reference is made to the value in the period of ownership. A tax credit is generally granted for foreign wealth taxes levied abroad on such financial products. The tax credit cannot be greater than the amount of the Italian tax due.

Certain reporting obligations for Italian resident Noteholders

Under Italian Law Decree number 167 of 28 June 1990, converted by Law number 227 of 4 August 1990, as subsequently amended and supplemented, individuals, non-profit entities and certain partnerships (*società semplici* or similar partnerships in accordance with article 5 of Decree 917) that are resident in Italy and, during the fiscal year, hold investments abroad or have financial assets abroad (including possibly the Notes) must, in certain circumstances, disclose these investments or financial assets to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return), regardless of the value of such assets (save for deposits or bank accounts having an aggregate value not exceeding €15,000 threshold throughout the year, which per se do not require such disclosure). The requirement applies also where the persons above, being not the direct holder of the financial assets, are the actual economic owners thereof for the purposes of anti-money laundering legislation.

No disclosure requirements exist for investments and financial assets (including the Notes) under management or administration entrusted to Italian resident intermediaries (Italian banks, SIMs, fiduciary companies or other professional intermediaries, indicated in article 1 of Italian Law Decree number 167 of 28 June 1990) and for contracts concluded through their intervention, provided that the cash flows and the income derived from such activities and contracts have been made subject to Italian withholding or substitute tax by the same intermediaries.

European directive on administrative cooperation

Legislative Decree number 29 of 4 March 2014, as supplemented from time to time, has implemented the EU Council Directive 2011/16/EU (as amended by 2014/107/UE, 2015/2376/UE, 2016/881/UE; 2016/2258/UE and 2018/822/UE), on administrative cooperation in the field of taxation (the "**DAC**").

The main purpose of the DAC is to extend the automatic exchange of information mechanism between Member State, in order to fight against cross border tax fraud and tax evasion. The new regime under DAC is in accordance with the Global Standard released by the Organisation for Economic Co-operation and Development in July 2014.

Under the DAC, intermediaries and/or taxpayers which meet certain criteria are required to disclose to the relevant Tax Authorities certain information concerning cross-border arrangements, which contain one or more of a prescribed list of hallmarks, performed from 25 June 2018 onwards. Information with

regard to reported arrangements will be automatically exchanged by the competent authority of each EU jurisdiction every 3 months.

Prospective investors should consult their tax advisers on the tax consequences deriving from the application of the Directive on Administrative Cooperation.

OECD common reporting standards in Italy

The EU Savings Directive adopted on 3 June 2003, by the EU Council of Economic and Finance Ministers (as subsequently amended) on taxation of savings income in the form of interest payments has been repealed from 1 January 2016 to prevent overlap between the Savings Directive and the new automatic exchange of information regime implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU).

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard ("**CRS**") to address the issue of offshore tax evasion on a global basis. Aimed at maximizing efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures.

Italy has enacted Italian Law No. 95 of 18 June 2015 ("**Law 95/2015**"), and the relevant Italian Ministerial Decree dated 28 December 2015 implementing the CRS (and the amended EU Directive on Administrative Cooperation), which has entered into force on 1 January 2016 and provides for the exchange of information in relation to the calendar year 2016 and later.

In the event that the Noteholder holds the Notes through an Italian financial institution (as meant in the Italian Ministerial Decree of 28 December 2015 implementing Law 95/2015), they may be required to provide additional information to such financial institution to enable it to satisfy its obligations under the Italian implementation of the CRS.

SUBSCRIPTION, SALE AND SELLING RESTRICTIONS

The Rated Notes Subscription Agreement

On or about the Issue Date, the Issuer, the Originator, the Sole Lead Manager, the Sole Arranger and the Representative of the Noteholders have entered into the Rated Notes Subscription Agreement, pursuant to which the Sole Lead Manager has agreed to subscribe for the Rated Notes, subject to the terms and conditions set out thereunder.

The Rated Notes Subscription Agreement is subject to a number of conditions precedent and may be terminated by the Sole Lead Manager in certain circumstances at any time prior to the Notes being issued, subscribed and paid for. The Issuer has agreed to indemnify the Sole Arranger and the Sole Lead Manager against certain liabilities in connection with the issue of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes.

The Rated Notes Subscription Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Rated Notes Subscription Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

The Unrated Notes Subscription Agreement

On or about the Issue Date, the Issuer, the Originator and the Representative of the Noteholders have entered into the Unrated Notes Subscription Agreement, pursuant to which the Originator has agreed to subscribe for the Unrated Notes, subject to the terms and conditions set out thereunder.

The Unrated Notes Subscription Agreement is subject to a number of conditions precedent and may be terminated by the Originator in certain circumstances at any time prior to the Notes being issued, subscribed and paid for.

The Unrated Notes Subscription Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Unrated Notes Subscription Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

SELLING RESTRICTIONS

Each of the Issuer, the Sole Lead Manager and the Originator has undertaken to the others that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers the relevant Notes or has in its possession or distribute this Prospectus or any related offering material, in all cases at its own expense.

Each of the Issuer, the Sole Lead Manager and the Originator has, pursuant to the Subscription Agreements, represented and warranted that it has not made or provided, and undertaken not to make or provide, any representation or information regarding the Issuer or the Notes save as contained in this Prospectus or which is a matter of public knowledge.

GENERAL

Compliance with applicable laws

Each of the Issuer, the Sole Lead Manager and the Originator has undertaken to the others that it has complied with and will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers the Notes or has in its possession or distributes this Prospectus or any related offering material, in all cases at its own expense.

Publicity

Each of the Issuer, the Sole Lead Manager and the Originator has represented and warranted that it has not made or provided and has undertaken that it will not make or provide any representation or information regarding the Issuer or the Notes save as contained in this Prospectus or as approved for such purpose by the Issuer or which is a matter of public knowledge.

UNITED STATES OF AMERICA

No registration under Securities Act

Each of the Issuer, the Sole Lead Manager and the Originator has understood and agreed that 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 pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Compliance by the Issuer with United States securities laws

The Issuer has represented, warranted and undertaken to the Sole Lead Manager and the Originator that neither it nor any of its affiliates (including any person acting on behalf of the Issuer or any of its affiliates) has offered or sold, or will offer or sell, to any person any Notes in any circumstances which would require the registration of any of the Notes under the Securities Act or the qualification of any document related to the Notes as an indenture under the United States Trust Indenture Act of 1939 and, in particular, that:

(i) *no directed selling efforts*: neither it nor any its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Notes;

(ii) *offering restrictions*: it and its affiliates have complied with and will comply with the offering restrictions requirement of Regulation S under the Securities Act.

Sole Lead Manager' and Originator's compliance with United States securities laws

The Sole Lead Manager and the Originator:

(i) *Offers/sales only in accordance with Regulation S*: has represented, warranted and undertaken to the Issuer that it has offered and sold the Notes, and will offer and sell the Notes:

(a) *Original distribution*: as part of their distribution at any time; and

(b) *Outside original distribution*: otherwise until 40 days after the later of the commencement of the offering and the Issue Date,

only in accordance with Rule 903 of Regulation S under the Securities Act and, accordingly, that:

(a) *No directed selling efforts*: neither it nor any of its affiliates (including any persons acting on its behalf or any of its affiliates) have engaged or will engage in any directed selling efforts with respect to the Notes;

(b) *Offering restrictions*: it and its affiliates have complied and will comply with the offering restrictions requirements of Regulation S under the Securities Act;

(c) *Compliance with U.S. Risk Retention Rules*: neither it nor any of its affiliates have sold or will sell any Notes, directly or indirectly, to or for the account of a U.S. person (as that term is defined in the U.S. Risk Retention Rules) nor otherwise in a manner intended to evade the requirements of the U.S. Risk Retention Rules.

(ii) *Prescribed Form of Confirmation*: has undertaken to the Issuer that at, or prior to confirmation of sale of the Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

> "*The Securities covered hereby have not been registered under the United States Securities Act of 1933, as amended (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, (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act.*"

Interpretation

Terms used in paragraphs above have the meanings given to them by Regulation S under the Securities Act.

UNITED KINGDOM

The Sole Lead Manager and the Originator has represented, warranted and undertaken to the Issuer and each of the other that:

(i) *Financial promotion*: 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 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

(ii) *General compliance*: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

ITALY

No offer to public

Each of the Issuer, the Sole Lead Manager and the Originator has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, and has not distributed and will not distribute and has not made and will not make available in the Republic of Italy any Notes, copy of this Prospectus nor any other offering material relating to the Notes other than:

(a) to qualified investors ("*investitori qualificati*"), pursuant to article 2 of the Prospectus Regulation and article 100 of the Financial Laws Consolidation Act; or

(b) in any other circumstances where an express exemption from compliance with the restrictions to the offerings to the public applies, as provided under article 1 of the Prospectus Regulation and any other applicable Italian laws and regulations.

In any case the Notes may not be offered to individuals or entities not being professional investors in accordance with the Securitisation Law.

Offer to "*qualified investors*"

Each of the Issuer and the Notes Underwriter has represented and agreed that any offer, sale or delivery of the Notes or distribution of this Prospectus or any other offering material relating to the Notes in the Republic of Italy in the circumstances described in the preceding paragraph shall be made only:

(a) by banks, investment firms (*imprese di investimento*) or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree number 385 of 1 September 1993, as amended from time to time, the Financial Laws Consolidation Act, CONSOB regulation number 20307 of 15 February 2018 (as amended and integrated from time to time) and any other applicable laws and regulations;

(b) in compliance with article 129 of the Consolidated Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time, in relation to certain reporting obligations to the Bank of Italy on the issue or the offer of securities; and

(c) in compliance with any other applicable laws and regulations or notification requirements or limitations which may be imposed by CONSOB, the Bank of Italy or any other Italian authority.

General compliance

Each of the Issuer and the Notes Underwriter acknowledged that:

(a) no action has been or will be taken by it which would allow an offering (nor a "*offerta al pubblico di prodotti finanziari*") of the Notes to the public in the Republic of Italy unless in compliance with the Prospectus Regulation and any other applicable laws and regulations. Individual sales of the Notes to any persons in the Republic of Italy may only be made in accordance with Italian securities, tax and other applicable Italian laws and regulations;

(b) the Notes may not be offered, sold or delivered by them and neither this Prospectus nor any other offering material relating to the Notes will be distributed or made available by it to the public in

the Republic of Italy except in circumstances that will result in compliance with the Prospectus Regulation and any other applicable laws and regulations; and

(c) no application has been made by the Issuer to obtain an authorisation from CONSOB for the public offering of the Notes in the Republic of Italy.

EUROPEAN UNION

Each of the Issuer and the Sole Lead Manager has represented, warranted and undertaken that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area (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 Directive 2014/65/EU (as amended, "**MiFID II**"); or

(ii) a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or

(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.

In addition to the above, in relation to each Member State of the EEA, each of the Issuer and the Sole Lead Manager has represented, warranted and undertaken that it has not made and will not make an offer of Notes to the public in that Member State of the EEA except that it may make an offer of such Notes to the public in that Member State:

(a) *qualified investors*: at any time to any legal entity which is a qualified investor as defined in article 2 of the Prospectus Regulation;

(b) *fewer than 150 offerees*: at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in article 2 of the Prospectus Regulation); or

(c) *other exempt offers*: at any time in any other circumstances falling within article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or the Sole Lead Manager to publish a prospectus pursuant to article 3 of the Prospectus Regulation or supplement a prospectus pursuant to article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

GENERAL INFORMATION

(1) The Issuer has obtained all necessary consents, approvals and authorisations in Italy in connection with the issue and performance of the Notes. The issue of the Notes and the execution of the Transaction Documents have been authorised by a quotaholder's resolution of the Issuer dated 1 September 2023.

(2) This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Prospectus. By approving this Prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer in accordance with the provisions of article 6(4) of the Luxembourg law on prospectuses for securities of 16 July 2019. Investors should make their own assessment as to the suitability of investing in the Notes. The CSSF has not reviewed nor approved any information in relation to the Class F Notes.

(3) Application has been made to the Luxembourg Stock Exchange for the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the regulated market of the Luxembourg Stock Exchange, in accordance with Directive 2014/65/EU of the European Parliament and of the Council of 14 May 2014, as amended from time to time.

(4) Since the date of its incorporation (being 30 May 2023), the Issuer has not been subject to any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had during such period, significant effects on the Issuer's financial position or profitability.

(5) Since the date of incorporation of the Issuer (being 30 May 2023), there has been no material adverse change in the financial position or prospects of the Issuer.

(6) The Notes have been accepted for clearance through Euronext Securities Milan, Euroclear and Clearstream with the following ISIN Codes and Common Codes:

Notes	*ISIN Code*	*Common Code*
Class A Notes	IT0005562530	270118909
Class B Notes	IT0005562548	270119638
Class C Notes	IT0005562555	270119654
Class D Notes	IT0005562563	270119662
Class E Notes	IT0005562571	270119689
Class F Notes	IT0005562589	270119727

The Notes shall be freely transferable, subject to the selling restrictions described in the section headed "*Subscription, Sale and Selling Restrictions*" above.

(7) As long as the Notes are outstanding, copies of the following documents will be available for inspection on the website of the Securitisation Repository, being as at the date of this Prospectus, www.eurodw.eu:

(a) the by-laws (*statuto*) and the deed of incorporation (*atto costitutivo*) of the Issuer;

(b) the annual financial statements of the Issuer and relevant audit reports;

(c) the following documents:

(i) the Master Receivables Purchase Agreement;

(ii) each Receivables Purchase Agreement;

(iii) the Servicing Agreement;

(iv) the Warranty and Indemnity Agreement;

(v) the Intercreditor Agreement;

(vi) the Cash Allocation, Management and Payments Agreement;

(vii) the Security Assignment;

(viii) the Mandate Agreement;

(ix) the Corporate Services Agreement;

(x) the Quotaholder's Agreement;

(xi) the Master Definitions Agreement;

(xii) the Swap Agreement;

(xiii) the Subscription Agreements;

(xiv) the Stichting Corporate Services Agreement;

(xv) the Subordinated Loan Agreement;

(xvi) this Prospectus;

(xvii) the Conditions; and

(d) any other information made available or to be made available on the Securitisation Repository pursuant to the section headed "*Regulatory Disclosure and Retention Undertaking*".

The documents listed under paragraphs (c)(i) to (xvii) (included) above constitute all the underlying documents that are essential for understanding the Securitisation and include, but are not limited to, each of the documents referred to in point (b) of article 7(1) of the EU Securitisation Regulation.

This Prospectus will also be published by the Issuer on the website of the Luxembourg Stock Exchange (being, as at the date of this Prospectus, http://www.luxse.com) and will remain available for inspection on such website for at least 10 years.

(8) Not later than 8 Business Days following each Payment Date, the Calculation Agent shall prepare and deliver to Issuer, the Representative of the Noteholders, the Servicer, the Cash Manager, the Swap Counterparty, the Corporate Servicer, the Account Bank, the Paying Agents and the Rating Agencies the Investor Report, setting out certain information with respect to the Master Portfolio and the Notes. Such report will be available for inspection on the website of the Calculation Agent (being, as at the date of this Prospectus, www.securitisation-services.com). The first Investor Report will be available not later than 8 Business Days following the First Payment Date.

(9) Under the Intercreditor Agreement, in compliance with article 7(2) of the EU Securitisation Regulation, the Issuer and the Originator have designated the Issuer as Reporting Entity. The Issuer, also in its capacity as Reporting Entity, has represented and warranted that it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of article 7(1) of the EU Securitisation Regulation and article 22 of the EU Securitisation Regulation. For further details, see the section headed "*Regulatory Disclosure and Retention Undertaking*".

(10) Save as described under the section entitled "*Subscription, Sale and Selling Restrictions*" and in the sections describing the Transaction Documents, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

(11) The estimated annual fees and expenses payable by the Issuer in connection with the Securitisation amount to approximately Euro 150,000 (excluding servicing fees and any VAT, if applicable).

(12) The total expenses payable in connection with the admission of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes to trading on the regulated market of the Luxembourg Stock Exchange are equal to Euro 65,000.

(13) The Issuer will elect Luxembourg as Home Member State for the purpose of the Transparency Directive.

(14) The websites referred to in this Prospectus and the information contained in such websites do not form part of this Prospectus and have not been scrutinised nor approved by the competent authority. Neither the Issuer, the Sole Arranger, the Sole Bookrunner, the Sole Lead Manager nor any of the parties listed under this Prospectus take responsibility for the information available in the websites referred to in this Prospectus.

(15) The Securitisation is not a "*resecuritisation*" or a "*synthetic securitisation*" as each such expression is defined in the EU Securitisation Regulation.

GLOSSARY

These and other terms used in this Prospectus are subject to, and in some cases are summaries of, the definitions of such terms set out in the Transaction Documents, as they may be amended from time to time.

"**Account Bank**" means UniCredit S.p.A., or any other person for the time being acting as Account Bank pursuant to the Cash Allocation, Management and Payments Agreement.

"**Accounts**" means, collectively, the Collection Account, the Interim Collection Account, the General Account, the Payments Account, the Expenses Account, the Cash Reserve Account, the Principal Accumulation Account, the Quota Capital Account, the Securities Account and the Swap Collateral Account, and "**Account**" means any of them as the context requires.

"**Accrued Interest**" means, on any date and in relation to each Receivable, the portion of Interest Instalments accrued up to such date but not yet due and payable.

"**Additional Account Bank**" means BNP Paribas, or any other person for the time being acting as Additional Account Bank pursuant to the Cash Allocation, Management and Payments Agreement.

"**Additional Guarantee**" means any guarantee granted to the Originator to secure the satisfaction of the Receivables, excluding mortgages, "*fideiussioni omnibus*", other general guarantees covering the Debtor's overall position *vis-à-vis* the Originator, and specific guarantees relating both to the Receivables and to different receivables of the Originator from the same Debtor.

"**Amortisation Period**" means the period starting from (and including) the earlier of (i) the Payment Date falling in February 2025 and (ii) the date of delivery of a Purchase Termination Notice and ending on (and including) the Cancellation Date.

"**Arising Date**" means the date on which any Future Receivable arises.

"**Arrears Ratio**" means, on any date, the ratio between the Outstanding Principal of the Receivables classified as Delinquent Receivables and the Outstanding Principal of the Receivables of the Master Portfolio (as of the immediately preceding Cut-Off Date).

"**Back-up Servicer**" means any person which will be appointed as a back-up servicer pursuant to the Servicing Agreement.

"**Back-up Servicer Facilitator**" means Banca Finanziaria Internazionale S.p.A., or any other person for the time being acting as Back-up Servicer Facilitator pursuant to the Servicing Agreement.

"**Business Day**" means, with reference to and for the purposes of any payment obligation provided for under the Conditions and the identification of the Payment Date and the Determination Date, any Target Day and, with reference to any other provision specified under these Conditions, any day, other than Saturday and Sunday, which is not a bank holiday or a public holiday in Milan or London.

"**Calculation Agent**" means Banca Finanziaria Internazionale S.p.A. or any other person for the time being acting as Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Calculation Date**" means the date falling on the 4th Business Day prior to each Payment Date.

"**Cancellation Date**" means the earlier of (i) the date of redemption in full of the Notes of each Class together with any accrued and unpaid interest thereon and (ii) the Payment Date immediately following the date on which all the Receivables then outstanding have been entirely repaid in full, written off or sold by the Issuer and the Servicer has certified to the Representative of the Noteholders, and the Representative of the Noteholders has given notice to the Noteholders on the basis of such certificate pursuant to the Conditions, that there is no reasonable likelihood, following the application of all the Issuer Available Funds, of there being any further realisations in respect of the Master Portfolio or the other Issuer's Rights (whether arising from judicial enforcement proceedings, enforcement of the Security Interest or otherwise) which would be available to pay any amount outstanding under the Notes.

"**Cash Allocation, Management and Payments Agreement**" means the cash allocation, management and payments agreement entered into on or about the Issue Date between the Issuer, the Originator, the Servicer, the Account Bank, the Additional Account Bank, the Cash Manager, the Principal Paying Agent, the Calculation Agent, the Corporate Servicer and the Representative of the Noteholders and including any agreement or other document expressed to be supplemental thereto.

"**Cash Manager**" means UniCredit S.p.A., or any other person for the time being acting as Cash Manager pursuant to the Cash Allocation, Management and Payments Agreement.

"**Cash Reserve**" means the reserve created on the Cash Reserve Account to be applied in accordance with the provisions of Cash Allocation, Management and Payments Agreement.

"**Cash Reserve Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT 12 B 03479 01600 000802646702), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Cash Reserve Amount**" means, at any time, the aggregate of the balance of the amounts standing to the credit of the Cash Reserve Account, net of any interest accrued and paid thereon.

"**Cash Reserve Excess Amount**" means, on each Calculation Date and in respect of the immediately following Payment Date, the amount by which the balance standing to the credit of the Cash Reserve Account on the immediately preceding Payment Date (after having made all required payments on such Payment Date) exceeds the sum of the Cash Reserve Required Amount and the Cash Reserve Usage Amount on such Calculation Date.

"**Cash Reserve Required Amount**" means:

(i) on the Issue Date and during the Revolving Period, the Initial Cash Reserve Amount; and

(ii) during the Amortisation Period, on any Payment Date falling prior to the delivery of a Trigger Notice, prior to redemption in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, the higher of: 1.6% of the Principal Amount Outstanding of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes as of the Calculation Date immediately preceding such Payment Date and Euro 500,000.00; and

(iii) starting from (and including) the Payment Date on which the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes are redeemed in full, or following the delivery of a Trigger Notice or on the Final Maturity Date, zero.

"**Cash Reserve Usage Amount**" means, on any Payment Date falling prior to the delivery of a Trigger Notice, prior or on the redemption in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, any amount payable under item from *First* to *Fourteenth* under the Pre-Acceleration Interest Priority of Payments, to the extent that the Interest Available Funds (excluding the Cash Reserve Usage Amount but including amounts available under item *First* of the Principal Priority of Payments on such Payment Date) are not sufficient on such Payment Date to make such payments in full; otherwise 0.

"**Class**" means a class of the Notes, being the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, as the context requires, and "**Classes**" shall be construed accordingly.

"**Class A Notes**" means the Euro 669,500,000 Class A Asset Backed Floating Rate Notes due November 2065 issued by the Issuer in the context of the Securitisation.

"**Class A Notes Redemption Amount**" means:

(i) with respect to each Payment Date during the Revolving Period but excluding the last Payment Date of the Revolving Period, 0 (zero);

(ii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period prior to (A) the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), and (B) the occurrence of a Sequential Redemption Event as at the relevant Calculation Date, the lower of:

(a) the Principal Amount Outstanding of the Class A Notes on the immediately preceding Payment Date after giving effect to any payment of Class A Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the product of:

(1) the Principal Available Funds remaining after application of items from *First* to *Third* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(2) the Class A Notes Thickness;

(iii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period (A) prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), but (B) after the occurrence of a Sequential Redemption Event, for so long as the Class A Notes are outstanding, the lower of:

(a) the Principal Available Funds remaining after application of items from *First* to *Third* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the Principal Amount Outstanding of the Class A Notes on the immediately preceding Payment Date after giving effect to any payment of the Class A Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments; or

(iv) with respect to (A) each Payment Date following the delivery of a Trigger Notice or (B) the Payment Date on which the Notes are redeemed pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the Issuer Available Funds remaining after application of items from *First* to *Fifth* in accordance with the Post-Acceleration Priority of Payments;

(b) the Principal Amount Outstanding of the Class A Notes on the immediately preceding Payment Date after giving effect to any payment of the Class A Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Class A Notes Thickness**" means 79.02 per cent.

"**Class A Principal Deficiency Sub-Ledger**" means a principal deficiency sub-ledger in respect of the Class A Notes established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Class B Notes**" means the Euro 14,900,000 Class B Asset Backed Floating Rate Notes due November 2065 issued by the Issuer in the context of the Securitisation.

"**Class B Notes Redemption Amount**" means:

(i) with respect to each Payment Date during the Revolving Period but excluding the last Payment Date of the Revolving Period, 0 (zero);

(ii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period prior to (A) the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), and (B) the occurrence of a Sequential Redemption Event as at the relevant Calculation Date, the lower of:

(a) the Principal Amount Outstanding of the Class B Notes on the immediately preceding Payment Date after giving effect to any payment of Class B Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the product of:

(1) the Principal Available Funds remaining after application of items *First* to *Third* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(2) the Class B Notes Thickness;

(iii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period (A) prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), but (B) after the occurrence of a Sequential Redemption Event, for so long as the Class B Notes are outstanding, the lower of:

(a) the Principal Available Funds remaining after application of items from *First* to *Fourth* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the Principal Amount Outstanding of the Class B Notes on the immediately preceding Payment Date after giving effect to any payment of the Class B Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments,

provided that so long as the Class A Notes are outstanding, the Class B Notes Redemption Amount shall be equal to 0 (zero); or

(iv) with respect to (A) each Payment Date following the delivery of a Trigger Notice or (B) the Payment Date on which the Notes are redeemed pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the Issuer Available Funds remaining after application of items from *First* to *Eighth* in accordance with the Post-Acceleration Priority of Payments;

(b) the Principal Amount Outstanding of the Class B Notes on the immediately preceding Payment Date after giving effect to any payment of the Class B Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Class B Notes Thickness**" means 1.76 per cent.

"**Class B Principal Deficiency Sub-Ledger**" means a principal deficiency sub-ledger in respect of the Class B Notes established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Class C Notes**" means the Euro 49,100,000 Class C Asset Backed Floating Rate Notes due November 2065 issued by the Issuer in the context of the Securitisation.

"**Class C Notes Redemption Amount**" means:

(i) with respect to each Payment Date during the Revolving Period but excluding the last Payment Date of the Revolving Period, 0 (zero);

(ii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period prior to (A) the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), and (B) the occurrence of a Sequential Redemption Event as at the relevant Calculation Date, the lower of:

(a) the Principal Amount Outstanding of the Class C Notes on the immediately preceding Payment Date after giving effect to any payment of Class C Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the product of:

(1) the Principal Available Funds remaining after application of items *First* to *Third* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(2) the Class C Notes Thickness;

(iii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period (A) prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), but (B) after the occurrence of a Sequential Redemption Event, for so long as the Class C Notes are outstanding, the lower of:

(a) the Principal Available Funds remaining after application of items from *First* to *Fifth* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the Principal Amount Outstanding of the Class C Notes on the immediately preceding Payment Date after giving effect to any payment of the Class C Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments,

provided that so long as the Class C Notes are not the Most Senior Class of Notes, the Class C Notes Redemption Amount shall be equal to 0 (zero); or

(iv) with respect to (A) each Payment Date following the delivery of a Trigger Notice or (B) the Payment Date on which the Notes are redeemed pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the Issuer Available Funds remaining after application of items from *First* to *Tenth* in accordance with the Post-Acceleration Priority of Payments

(b) the Principal Amount Outstanding of the Class C Notes on the immediately preceding Payment Date after giving effect to any payment of the Class C Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Class C Notes Thickness**" means 5.79 per cent.

"**Class C Principal Deficiency Sub-Ledger**" means a principal deficiency sub-ledger in respect of the Class C Notes established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Class D Notes**" means the Euro 27,500,000 Class D Asset Backed Floating Rate Notes due November 2065 issued by the Issuer in the context of the Securitisation.

"**Class D Notes Redemption Amount**" means:

(i) with respect to each Payment Date during the Revolving Period but excluding the last Payment Date of the Revolving Period, 0 (zero);

(ii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period prior to (A) the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), and (B) the occurrence of a Sequential Redemption Event as at the relevant Calculation Date, the lower of:

(a) the Principal Amount Outstanding of the Class D Notes on the immediately preceding Payment Date after giving effect to any payment of Class D Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the product of:

(1) the Principal Available Funds remaining after application of items from *First* to *Third* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(2) the Class D Notes Thickness;

(iii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period (A) prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), but (B) after the occurrence of a Sequential Redemption Event, for so long as the Class A Notes are outstanding, the lower of:

(a) the Principal Available Funds remaining after application of items from *First* to *Sixth* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the Principal Amount Outstanding of the Class D Notes on the immediately preceding Payment Date after giving effect to any payment of the Class D Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments,

provided that so long as the Class D Notes are not the Most Senior Class of Notes, the Class D Notes Redemption Amount shall be equal to 0 (zero); or

(iv) with respect to (A) each Payment Date following the delivery of a Trigger Notice or (B) the Payment Date on which the Notes are redeemed pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the Issuer Available Funds remaining after application of items from *First* to *Twelfth* in accordance with the Post-Acceleration Priority of Payments;

(b) the Principal Amount Outstanding of the Class D Notes on the immediately preceding Payment Date after giving effect to any payment of the Class D Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Class D Notes Thickness**" means 3.25 per cent.

"**Class D Principal Deficiency Sub-Ledger**" means a principal deficiency sub-ledger in respect of the Class D Notes established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Class E Notes**" means the Euro 86,300,000 Class E Asset Backed Floating Rate Notes due November 2065 issued by the Issuer in the context of the Securitisation.

"**Class E Notes Redemption Amount**" means:

(i) with respect to each Payment Date during the Revolving Period but excluding the last Payment Date of the Revolving Period, 0 (zero);

(ii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period prior to (A) the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), and (B) the occurrence of a Sequential Redemption Event as at the relevant Calculation Date, the lower of:

(a) the Principal Amount Outstanding of the Class E Notes on the immediately preceding Payment Date after giving effect to any payment of Class E Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the product of:

(1) the Principal Available Funds remaining after application of items *First* to *Third* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(2) the Class E Notes Thickness;

(iii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period (A) prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), but (B) after the occurrence of a Sequential Redemption Event, for so long as the Class E Notes are the Most Senior Class of Notes, the lower of:

(a) the Principal Available Funds remaining after application of items from *First* to *Eighth* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the Principal Amount Outstanding of the Class E Notes on the immediately preceding Payment Date after giving effect to any payment of the Class E Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments,

provided that so long as the Class E Notes are not the Most Senior Class of Notes, the Class E Notes Redemption Amount shall be equal to 0 (zero); or

(iv) with respect to (A) each Payment Date following the delivery of a Trigger Notice or (B) the Payment Date on which the Notes are redeemed pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the Issuer Available Funds remaining after application of items from *First* to *Fourteenth* in accordance with the Post-Acceleration Priority of Payments;

(b) the Principal Amount Outstanding of the Class E Notes on the immediately preceding Payment Date after giving effect to any payment of the Class E Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Class E Notes Thickness**" means 10.19 per cent.

"**Class E Principal Deficiency Sub-Ledger**" means a principal deficiency sub-ledger in respect of the Class E Notes established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Class F Notes**" means the Euro 100,000 Class F Asset Backed Fixed Rate and Variable Return Notes due November 2065 issued by the Issuer in the context of the Securitisation.

"**Class F Notes Redemption Amount**" means:

(i) with respect to each Payment Date during the Revolving Period but excluding the last Payment Date of the Revolving Period, 0 (zero);

(ii) with respect to each Payment Date during the Amortisation Period and the last Payment Date of the Revolving Period prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the minimum between:

(a) the Principal Available Funds remaining after application of items from *First* to *Ninth* in accordance with the Pre-Acceleration Principal Priority of Payments; and

(b) the Principal Amount Outstanding of the Class F Notes on the immediately preceding Payment Date after giving effect to any payment of the Class F Notes Redemption Amount in accordance with the Pre-Acceleration Principal Priority of Payments minus Euro 10,000.00,

provided that so long as the Class F Notes are not the Most Senior Class of Notes, the Class F Notes Redemption Amount shall be equal to 0 (zero); or

(iii) with respect to each Payment Date following the delivery of a Trigger Notice other than the Cancellation Date, the lower of:

(a) the Issuer Available Funds remaining after application of items *First* to *Sixteenth* in accordance with the Post-Acceleration Priority of Payments;

(b) the Principal Amount Outstanding of the Class F Notes on the immediately preceding Payment Date after giving effect to any payment of the Class F Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments minus Euro 10,000.00, or

(iv) with respect to the Cancellation Date, the lower of:

(a) the Issuer Available Funds remaining after application of items *First* to *Sixteenth* in accordance with the Post-Acceleration Priority of Payments;

(b) the Principal Amount Outstanding of the Class F Notes on the immediately preceding Payment Date after giving effect to any payment of the Class F Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Class F Principal Deficiency Sub-Ledger**" means a principal deficiency sub-ledger in respect of the Class F Notes established and maintained by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Clean-up Call Condition**" means the circumstance occurring when the aggregate Outstanding Principal of the Receivables comprised in the Master Portfolio is equal to, or lower than, 10 per cent. of the aggregate Outstanding Principal of the Receivables comprised in the Initial Portfolio as at the Issue Date.

"**Clean-up Call Option**" means the option granted by the Issuer to the Originator, in accordance with article 1331 of the Italian civil code, pursuant to which upon occurrence of a Clean-up Call Condition the Originator may repurchase, without recourse (*pro soluto*), from the Issuer the outstanding Portfolio in accordance with the provisions of article 58 of the Consolidated Banking Act and subject to the conditions set out in the Master Receivables Purchase Agreement.

"**Clearstream**" means Clearstream Banking, Luxembourg with offices at 42 avenue JF Kennedy, L-1855 Luxembourg.

"**Collection Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT40E0347901600000802646705), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Collection Date**" means: (a) prior to the delivery of a Trigger Notice, the last calendar day of March, June, September and December of each year; and (b) following the delivery of a Trigger Notice any date as determined by the Representative of the Noteholders in compliance with the Calculation Date and the Payment Date definitions.

"**Collections**" means all amounts received by the Servicer or any other person in respect of the Instalments due under the Receivables and any other amounts whatsoever received by the Servicer or any other person in respect of the Receivables, including the Recoveries and the prepayments.

"**Common Criteria**" means the objective criteria for the identification of the Receivables specified in schedule 1 to the Master Receivables Purchase Agreement and which shall apply to select the Receivables comprised in the Initial Portfolio and any Subsequent Portfolio.

"**Conditions**" means the terms and conditions of the Notes, as from time to time modified in accordance with the provisions thereof and any reference to a particular numbered Condition shall be construed accordingly.

"**Consecutive Payment Dates**" means two consecutive Payment Dates.

"**CONSOB**" means *Commissione Nazionale per le Società e la Borsa*.

"**Consolidated Banking Act**" means Italian legislative decree number 385 of 1 September 1993, as amended and supplemented from time to time.

"**Consolidation Loans**" means the Loan Agremeents denominated as "Credit Express Compact".

"**Consolidation Loans Maximum Amount**" means 15% of the Outstanding Principal of the Receivables of the Master Portfolio as at the relevant Cut-Off Date.

"**Corporate Servicer**" means doNext S.p.A., or any other person for the time being acting as Corporate Servicer pursuant to the Corporate Services Agreement.

"**Corporate Services Agreement**" means the corporate services agreement entered into on or about the Issue Date between the Issuer, the Corporate Servicer and the Servicer and including any agreement or other document expressed to be supplemental thereto.

"**Criteria**" means, as the case may be, (i) for the Initial Portfolio, the criteria as specified under schedule 1 and schedule 2, Part A, of the Master Receivables Purchase Agreement and (ii) in relation to any Subsequent Portfolio, the criteria as specified under schedule 1 of the Master Receivables Purchase Agreement and any Specific Criteria or additional criteria as specified under the Master Receivables Purchase Agreement.

"**CRR**" means the Regulation (EU) number 575/2013, as amended and/or supplemented from time to time.

"**CRR Assessment**" means the assessment of the compliance of the Notes with the provisions of article 243 of the CRR carried out by PCS.

"**CSSF**" means the *Commission de Surveillance du Secteur Financier*.

"**Cumulative Default Ratio**" means, on any date, the ratio expressed as a percentage between the Outstanding Principal of the Receivables transferred to the Issuer and classified, starting from the relevant Valuation Date (included), as Defaulted Receivables (calculated as of the relevant date of classification as Defaulted Receivable) (including, for the avoidance of doubt, also Defaulted Receivables which have been repurchased by the Originator pursuant to the Master Receivables Purchase Agreement or which have been sold to third-parties in accordance with the provisions of the Servicing Agreement starting from the Issue Date (excluded)) and the aggregate of the Initial Outstanding Principal of the Receivables of the Initial Portfolio.

"**Cumulative Default Trigger Level**" means any of the following levels:

(i)	between the Issue Date and the date (included) falling 12 months thereafter:	1.50%
(ii)	between the date (excluded) falling 12 months after the Issue Date and the date (included) falling 24 months thereafter:	3.00%
(iii)	between the date (excluded) falling 24 months after the Issue Date and the date (included) falling 36 months thereafter:	5.70%
(iv)	from the date (excluded) falling 36 months after the Issue Date onwards:	8.00%

"**Cut-Off Date**" means, during the Revolving Period, each Collection Date.

"**DBRS**" means: (i) for the purpose of identifying the entity which has assigned the credit rating to the Rated Notes, DBRS Ratings GmbH and any successor to this rating activity, and (ii) in any other case, any entity that is part of DBRS Morningstar.

"**DBRS Equivalent Rating**" means the DBRS rating equivalent of any of the below ratings by Fitch, Moody's or S&P:

DBRS	Moody's	S&P	Fitch
AAA	Aaa	AAA	AAA
AA(high)	Aa1	AA+	AA+
AA	Aa2	AA	AA
AA(low)	Aa3	AA-	AA-
A(high)	A1	A+	A+
A	A2	A	A
A(low)	A3	A-	A-
BBB(high)	Baa1	BBB+	BBB+
BBB	Baa2	BBB	BBB
BBB(low)	Baa3	BBB-	BBB-
BB(high)	Ba1	BB+	BB+
BB	Ba2	BB	BB
BB(low)	Ba3	BB-	BB-
B(high)	B1	B+	B+
B	B2	B	B
B(low)	B3	B-	B-
CCC(high)	Caa1	CCC+	CCC+
CCC	Caa2	CCC	CCC
CCC(low)	Caa3	CCC-	CCC-
CC	Ca	CC	CC
C	C	D	D

"**DBRS Minimum Rating**" means, with respect to any issuer rating or senior unsecured debt rating (or other rating equivalent):

(a) if a Fitch public long term senior debt rating, a Moody's public long term senior debt rating and a S&P long term senior debt rating in respect of the Eligible Investment or the Eligible

Institution, as the case may be (each, a "**Public Long Term Rating**") are all available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of such public long term rating remaining after disregarding the highest and lowest of such Public Long Term Ratings from such rating agencies (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below) (for this purpose, if more than one Public Long Term Rating has the same highest DBRS Equivalent Rating or the same lowest DBRS Equivalent Rating, then in each case one of such Public Long Term Ratings shall be so disregarded);

(b) if the DBRS Minimum Rating cannot be determined under paragraph (a) above, but Public Long Term Ratings by any two of Fitch, Moody's and S&P are available at such date, the DBRS Equivalent Rating of the lower such Public Long Term Rating (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below); and

(c) if the DBRS Minimum Rating cannot be determined under paragraphs (a) and (b) above, but Public Long Term Ratings by any one of Fitch, Moody's and S&P are available at such date, then the DBRS Equivalent Rating will be such Public Long Term Rating (provided that if such Public Long Term Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below).

If at any time the DBRS Minimum Rating cannot be determined under paragraphs (a) to (c) above, then a DBRS Minimum Rating of "C" shall apply at such time.

"**Debtor**" means any individual physical person who entered into a Loan Agreement as principal debtor or guarantor or who is liable for the payment or repayment of amounts due in respect of a Loan or who has assumed the original Debtor's obligation under an *accollo*, or otherwise.

"**Decree 239**" means Italian legislative decree number 239 of 1 April 1996, as amended and supplemented from time to time.

"**Decree 239 Deduction**" means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree 239.

"**Defaulted Receivables**" means any Receivable arising from a Loan Agreement:

(i) which has been classified by the Servicer as a "*credito in sofferenza*" in accordance with the Circular of the Bank of Italy number 272 of 30 July 2008 (*Matrice dei Conti*); or

(ii) which has been classified by the Servicer as an "*inadempienza probabile*" in accordance with the Circular of the Bank of Italy number 272 of 30 July 2008 (*Matrice dei Conti*), and in respect of which the relevant credit line granted to the Debtor has been revoked; or

(iii) in relation to which there are at least 8 consecutive Unpaid Instalments.

"**Delinquent Receivable**" means any Receivable, other than a Defaulted Receivable, with respect to which there is at least one Unpaid Instalment.

"**Determination Date**" means, in relation to the Notes:

(i) with respect to the Initial Interest Period, the date falling 2 Business Days prior to the Issue Date; and

(ii) with respect to each subsequent Interest Period, the date falling 2 Business Days prior to the Payment Date at the beginning of such Interest Period.

"**Direct Debit Loans' Minimum Amount**" means 95% of the Outstanding Principal of the Receivables of the Master Portfolio as at the Cut-Off Date.

"**Documentation**" means any and all documents and data available to the Servicer, on paper and/or computer, relating to:

(a) Receivables and Loan Agreements;

(a) insolvency proceedings, enforcement and judicial proceedings relating to the Receivables, including, but not limited to, any judicial act, or judicial order, attachment deed, decree and decision relating to judicial proceedings, enforcement and cognizance proceedings (*procedimenti di cognizione*) or insolvency proceedings, documentation concerning expert reports conducted by court-appointed experts and auction sales, correspondence with the Debtors and legal advisers, deeds of filing for judicial liquidation, and correspondence exchanged with the bodies of such proceedings and procedures;

(b) collections, including, but not limited to, any and all invoices, receipts, collection letters, advance payments, account statements, partial payments, requests for consolidation or restructuring of a Receivable; and

(c) any transactions carried out with the Debtors as well as any negotiations aimed at concluding settlement agreements with them.

"**EBA**" means the European Banking Authority.

"**EBA Guidelines on STS Criteria**" means the guidelines on the criteria of simplicity, transparency and standardisation adopted by EBA on 12 December 2018 pursuant to the EU Securitisation Regulation and named "*Guidelines on the STS criteria for non-ABCP securitisation*".

"**Eligible Institution**" means a depository institution organised under the laws of any State which is a member of the European Union or of England or Wales or of the United States of America whose debt obligations (or whose obligations under the Transaction Documents to which it is a party are guaranteed by a first demand, irrevocable and unconditional guarantee issued by a depository institution organised under the laws of any state which is a member of the European Union or of England or Wales or of the United States of America, whose unsecured and unsubordinated debt obligations) are rated as follows:

(i) with respect to DBRS, the rating at least equal to "A" being: (1) in case a public or private rating has been assigned by DBRS, the higher of (i) the rating one notch below the relevant institution's critical obligations rating ("**COR**") (if assigned), and (ii) the long-term senior unsecured debt rating or deposit rating; or (2) in case a long-term COR has not been assigned by DBRS, the higher of the relevant institution's issue rating, long-term senior unsecured debt rating or deposit rating; or (3) in case a public or private rating has not been assigned by DBRS, a DBRS Minimum Rating; and

(ii) with respect to Moody's, at least "P-2" by Moody's as a short-term deposit rating, or at least "Baa2" by Moody's as a long term deposit rating,

or such other rating or ratings as may be agreed by the relevant Rating Agency from time to time as would maintain the then current ratings of the Notes.

"**Eligible Investments**" means any senior, unsubordinated debt securities, investment, commercial paper, deposit or other instrument which is denominated in Euro and is in the form of bonds, notes, commercial papers, deposits or other financial instruments having at least the following ratings:

(i) a long term public rating of "Baa1" by Moody's, or such other rating as may comply with Moody's criteria from time to time; and

(ii) (1) a short term, public or private, rating of "R-1 (middle)" by DBRS or a long term, public or private, rating of "AA (low)" by DBRS, or such other rating as may comply with DBRS' criteria from time to time; or (2) in the absence of either a private or a public rating by DBRS, a DBRS Minimum Rating at least equivalent to "AA (low)" in respect of long-term debt,

provided that: (i) each maturity date shall fall not later than the immediately following Eligible Investments Maturity Date; (ii) any investment shall guarantee a fixed amount on account of principal at maturity not lower than the initial invested amount; and (iii) in any event, any account, deposit, instrument or fund which consist, in whole or in part, actually or potentially, of credit-linked notes, synthetic securities or similar claims resulting from the transfer of credit risk by means of credit derivatives, swaps or tranches of other asset backed securities or any other instrument from time to time specified in the ECB monetary policy regulations applicable from time to time shall be excluded.

"**Eligible Investments Maturity Date**" means the date falling on the 2nd Business Day prior to each Calculation Date.

"**ESMA**" means the European Securities and Markets Authority.

"**ESMA STS Register**" means the register available on ESMA's website on which the STS Notification will be available for download (being, as at the date of this Prospectus, https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre).

"**Euribor**" means the Euro-Zone inter-bank offered rate for three month Euro deposits, as set out in Condition 7.5 (*Rate of Interest*).

"**Euro**", "**cents**" and "**€**" refer to the single currency introduced at the start of the third stage of the European Economic and Monetary Union and as defined in article 2 of Council Regulation (EC) number 974 of 3 May 1998 on the introduction of the Euro, as amended.

"**Euroclear**" means Euroclear Bank S.A./N.V., as operator of the Euroclear System, with offices at 1 boulevard du Roi Albert II, B-1210 Brussels.

"**EU Securitisation Regulation**" means Regulation (EU) number 2402 of 12 December 2017, as amended and/or supplemented from time to time.

"**EU STS Requirements**" means the requirements of articles 19 to 22 of the EU Securitisation Regulation.

"**Euronext Securities Milan**" means Monte Titoli S.p.A., *società per azioni* having its registered office at Piazza degli Affari, 6, 20123 Milan, Italy.

"**Euronext Securities Milan Account Holders**" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Euronext Securities Milan and includes any depository banks appointed by Euroclear and Clearstream.

"**Existing Receivables**" has the meaning ascribed to such term in paragraph (iii) of the definition of Receivables.

"**Expenses**" means:

(i) any and all documented fees, costs, expenses and taxes required to be paid to any third party creditors (other than the Noteholders and the Other Issuer Creditors) arising in connection with the Securitisation (including, without limitation, Rating Agencies' monitoring and surveillance fees, to the extent any Notes of any Class of Notes is then rated by the Rating Agencies) and/or required to be paid (as determined in accordance with the Corporate Services Agreement, by reference to the number of the then outstanding securitisation transactions carried out by the Issuer) in order to preserve the existence of the Issuer, to maintain it in good standing or to comply with applicable laws; and

(ii) any other documented costs, fees and expenses due to persons who are not parties to the Intercreditor Agreement which have been incurred in or in connection with the preservation or enforcement of the Issuer's Rights.

"**Expenses Account**" means the Euro denominated account established in the name of the Issuer with the Account Bank (IBAN: IT 68 N 02008 05351 000106802776) or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Extraordinary Resolution**" shall have the meaning ascribed to it in the Rules of the Organisation of the Noteholders.

"**FCA**" means the Financial Conduct Authority in the United Kingdom.

"**Final Maturity Date**" means the Payment Date falling in November 2065.

"**Final Repurchase Price**" means an amount equal to the sum of:

(i) the aggregate of the Outstanding Principal and interest accrued and unpaid on the Receivables (other than the Defaulted Receivables and the Delinquent Receivables) at the end of the immediately preceding Calculation Period; and

(ii) for the Defaulted Receivables and the Delinquent Receivables, the last available net book value on the balance sheet of the Issuer.

"**Financial Laws Consolidation Act**" means Italian legislative decree number 58 of 24 February 1998, as amended and supplemented from time to time.

"**First Amortisation Payment Date**" means the first Payment Date after the expiry of the Revolving Period.

"**First Payment Date**" means the Payment Date falling on 5 February 2024.

"**Future Receivables**" has the meaning ascribed to such term in paragraph (iv) of the definition of Receivables.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, as amended and supplemented from time to time.

"**General Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT 35 A 03479 01600 000802646701), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Guarantor**" means any person which has issued an Additional Guarantee.

"**Holder**" or "**holder**" of a Note means the ultimate owner of a Note.

"**Individual Purchase Price**" means, in respect of each Receivable, the aggregate of: (i) the Principal Component of the Purchase Price in relation to the relevant Receivables; and (ii) the Other Component of the Purchase Price in relation to the relevant Receivables.

"**Initial Cash Reserve Amount**" means Euro 12,200,000.00.

"**Initial Interest Period**" means the first Interest Period, which shall begin on (and include) the Issue Date and end on (but exclude) the First Payment Date.

"**Initial Outstanding Principal**" means the principal amount outstanding in relation to each Receivable in accordance with the relevant Loan Agreement as at the relevant Valuation Date or Arising Date (net of any principal payment made until the relevant Valuation Date or Arising Date (included)).

"**Initial Portfolio**" means the portfolio of Receivables purchased on 4 September 2023 by the Issuer pursuant to the terms and condition of the Master Receivables Purchase Agreement.

"**Inside Information and Significant Event Report**" means the report setting out the Material Information to be prepared by the Servicer pursuant to the Servicing Agreement.

"**Insolvency Event**" means in respect of any company or corporation that:

(i) such company or corporation has become subject to any applicable judicial liquidation, liquidation, administration, insolvency, composition or reorganisation (including, without limitation, "*liquidazione giudiziale*", "*concordato preventivo*", "*concordato preventivo in bianco*", "*concordato semplificato per la liquidazione del patrimonio*", "*liquidazione coatta amministrativa*", "*amministrazione straordinaria*", "*accordo di ristrutturazione dei debiti*", "*convenzione di moratoria*", "*accordo di ristrutturazione agevolato*" and "*composizione negoziata per la soluzione della crisi d'impresa*" and any applicable proceeding provided under the Italian Insolvency Code (or, with reference to petitions filed before the entry in force of the Italian Insolvency Code, the Italian Royal Decree number 267 of 16 March 1942), each such expression bearing the meaning ascribed to it by the laws of the Republic of Italy, including the seeking of liquidation, winding-up, reorganisation, dissolution, administration) or similar proceedings or the whole or any substantial part of the undertaking or assets of such company or corporation are subject to a *pignoramento*, *sequestro* or similar procedure having a similar effect (other than, in the case of the

Issuer, any portfolio of assets purchased by the Issuer for the purposes of further securitisation transactions), unless, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(ii) an application for the commencement of any of the proceedings under paragraph (i) above is made in respect of, or by, such company or corporation or such proceedings are otherwise initiated against such company or corporation and, in the opinion of the Representative of the Noteholders (who may in this respect rely on the advice of a lawyer selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success; or

(iii) any of circumstances set out under articles 2446, 2447, 2482-*bis* and 2482-*ter* of the Italian civil code has arisen with respect of such company or corporation; or

(iv) such company or corporation takes any action for a re-adjustment of or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors (other than, in the case of the Issuer, the Other Issuer Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee, indemnity or assurance against loss given by it in respect of any indebtedness or applies for suspension of payments; or

(v) an order is made or an effective resolution is passed for the winding-up, liquidation or dissolution in any form of such company or corporation or any of the events under article 2484 of the Italian civil code occurs with respect to such company or corporation (except a winding-up for the purposes of, or pursuant to, a solvent amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Noteholders); or

(vi) such company or corporation becomes subject to any proceedings equivalent or analogous to those above under the law of any jurisdiction in which such company or corporation is deemed to carry on business.

"**Instalment**" means, with respect to each Loan Agreement, each instalment due from the relevant Debtor.

"**Intercreditor Agreement**" means the intercreditor agreement entered into on or about the Issue Date between, *inter alios*, the Issuer and the Other Issuer Creditors, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Interest Amount Arrears**" means the portion of the relevant Interest Payment Amount for the Notes of any Class, calculated pursuant to Condition 7.7 (*Determination of Rate of Interest and calculation of Interest Payment Amounts*), which remains unpaid on the relevant Payment Date.

"**Interest Available Funds**" means on each Calculation Date and in respect of the immediately following Payment Date, the aggregate of:

(i) all Interest Collections received by the Issuer during the immediately preceding Quarterly Collection Period (other than any undue amount of interest to be returned by the Issuer to the Originator under the Warranty and Indemnity Agreement);

(ii) all Recoveries (including, for avoidance of doubt, principal and interest components) received by the Issuer in respect of the immediately preceding Quarterly Collection Period;

(iii) all amounts of interest accrued and paid on the Accounts (other than the Expenses Account, the Securities Account and the Swap Collateral Account) during the immediately preceding Quarterly Collection Period (net of any applicable withholding or expenses);

(iv) all amounts on account of interest, premium or other profit received, up to the immediately preceding Eligible Investments Maturity Date, from any Eligible Investments made in accordance with the Cash Allocation, Management and Payments Agreement using funds standing to the credit of the Accounts (other than the Expenses Account, the Securities Account and the Swap Collateral Account);

(v) all amounts to be received by the Issuer under or in relation to any Swap Agreement in respect of such Payment Date (other than any early termination amount or Replacement Swap Premium and any Swap Collateral, Swap Tax Credits Amounts, or any other amount standing to the credit of the Swap Collateral Account; but including, for the avoidance of doubt, any amounts transferred from the Swap Collateral Account to the Payments Account in accordance with the Cash Allocation, Management and Payments Agreement following the termination of the Swap Agreement);

(vi) the Cash Reserve Usage Amount (if any) on the Calculation Date immediately preceding such Payment Date;

(vii) any amount (other than any Cash Reserve Excess Amount) received by the Issuer from any Transaction Party during the immediately preceding Quarterly Collection Period, standing on the credit of any Account (other than the Expenses Account and the Swap Collateral Account) and not already included in any of the other items of the Interest Available Funds;

(viii) any Interest Available Funds that have not been applied on the immediately preceding Payment Date;

(ix) any Principal Available Funds to be allocated in or towards provision of the Interest Available Funds on such Payment Date in accordance with the Pre-Acceleration Principal Priority of Payments and the Transaction Documents;

(x) on the Payment Date on which the Notes will be redeemed in full, any amounts standing to the credit of the Expenses Account.

"**Interest Collections**" means all amounts on account of interest, fees and prepayment penalties received by the Issuer in respect of the Receivables (other than the Defaulted Receivables).

"**Interest Deficiency**" means, in respect of each Calculation Date but prior (and excluding) the earlier of (i) the Payment Date following the delivery of a Trigger Notice, and (ii) the Payment Date on which the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes have been redeemed in

full or cancelled, the difference (if positive) between (i) the amounts to be paid on such Payment Date under items from *First* to *Fourteenth* of the Pre-Acceleration Interest Priority of Payments, (ii) the Interest Available Funds applicable on such Payment Date, and (iii) any amount to be paid under item *First* of the Pre-Acceleration Principal Priority of Payments.

"**Interest Instalment**" means the component of each Instalment represented by accrued and unpaid interest and any additional expenses and commissions (if any).

"**Interest Payment Amount**" means the amount payable in respect of interest of the Notes on each Notes Payment Date in accordance with Condition 7.7 (*Determination of Rate of Interest and calculation of Interest Payment Amounts*).

"**Interest Period**" means each period from (and including) a Payment Date to (but excluding) the next following Payment Date.

"**Interim Collection Account**" means the Euro denominated account established in the name of the Issuer with the Account Bank (IBAN: IT 79 G 02008 05351 000106802753), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement, provided that if the Account Bank and the Additional Account Bank are the same entities, Interim Collection Account means Collection Account.

"**Investor Report**" means the report prepared by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement, on the basis of the form attached as schedule 6 (*Form of Investor Report*) of the Cash Allocation, Management and Payments Agreement.

"**Issue Date**" means 11 October 2023 or such other date on which the Notes are issued.

"**Issue Price**" means, in respect of each Class of Notes, 100% of the Principal Amount Outstanding of the Notes of the relevant Class upon issue.

"**Issuer**" means ARTS Consumer 2023 S.r.l., a *società a responsabilità limitata* with sole quotaholder incorporated under the laws of the Republic of Italy in accordance with article 3 of the Securitisation Law, quota capital of Euro 10,000.00 fully paid up, having its registered office at Viale dell'Agricoltura, 7, 37135 Verona, Italy, fiscal code and enrolment in the companies' register of Verona number 05419700264, enrolled in the register of special purpose vehicle held by Bank of Italy pursuant to the regulation issued by the Bank of Italy on 7 June 2017 and having as its sole corporate object the performance of securitisation transactions in accordance with the Securitisation Law.

"**Issuer Available Funds**" means the aggregate of the Interest Available Funds and the Principal Available Funds.

"**Issuer's Rights**" means the Issuer's rights under the Transaction Documents.

"**Italian Insolvency Code**" means the Italian Legislative Decree number 14 of 12 January 2019, which has repealed the Italian Royal Decree no. 267 of 16 March 1942.

"**Joint Resolution**" means the resolution of 13 August 2018 jointly issued by CONSOB and Bank of Italy (named "*Disciplina dei servizi di gestione accentrata, di liquidazione, dei sistemi di garanzia e delle relative società di gestione*") containing rules on custody, clearing and settlement, as amended and/or supplemented from time to time.

"**Junior Notes**" or "**Unrated Notes**" means the Class E Notes and the Class F Notes.

"**Liabilities**" means in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgements, actions, proceedings or other liabilities whatsoever including legal fees and any taxes and penalties incurred by that person, together with any value added or similar tax charged or chargeable in respect of any sum referred to in this definition.

"**List of Receivables**" means (a) with reference to the Initial Portfolio, the list of Receivables attached as schedule 10 to the Master Receivables Purchase Agreement, and (b) with reference to each Subsequent Portfolio, the list of Receivables attached to each Transfer Proposal.

"**Loan**" means each personal loan granted by UniCredit S.p.A. to a Debtor whose Receivables has been assigned to the Issuer in accordance with the Master Receivables Purchase Agreement.

"**Loan Agreement**" means each agreement from which a Receivable arises, entered into between the Originator and a Debtor.

"**Loan by Loan Report**" means the report setting out information relating to each Loan which shall be prepared by the Servicer in compliance with point (a) of the first subparagraph of article 7, paragraph 1, of the EU Securitisation Regulation and the applicable Regulatory Technical Standards pursuant to the Servicing Agreement.

"**Mandate Agreement**" means the mandate agreement entered into on or about the Issue Date between the Issuer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Master Definitions Agreement**" means the master definitions agreement entered into on or about the Issue Date between, *inter alios*, the Issuer, the Originator and the Other Issuer Creditors, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Master Portfolio**" means the Initial Portfolio of Receivables purchased on 4 September 2023 by the Issuer pursuant to the terms and condition of the Master Receivables Purchase Agreement and any Subsequent Portfolio of Receivables purchased by the Issuer from the Originator from time to time pursuant to the terms and conditions of the Master Receivables Purchase Agreement.

"**Master Portfolio's Arrears Ratio**" means 5 per cent. of the Outstanding Principal of the Receivables of the Master Portfolio as at the relevant Cut-Off Date.

"**Master Receivables Purchase Agreement**" means the master receivables purchase agreement entered into on 4 September 2023 between the Issuer and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Material Information**" means any information referred to under items (f) and (g) of article 7(1) of the EU Securitisation Regulation and any implementing Regulatory Technical Standards adopted by the European Commission and any applicable or binding guidance of any regulatory, tax or governmental authority (including, without limitation, any material changes that have occurred after the Issue Date

in the Priority of Payments and/or in the loan disbursement policy from time to time applicable in respect of the Receivables to be included in any Subsequent Portfolio). For the avoidance of doubt, the Material Information shall include the occurrence of Purchase Termination Events and Sequential Redemption Events.

"**Maximum Balance of the Principal Accumulation Account**" means an amount equal to 15% of the Outstanding Principal of the Receivables of the Master Portfolio as of the second preceding Cut-Off Date.

"**Maximum Residual Life**" means 7 years.

"**Maximum Set Off Exposure Amount**" means an amount equal to 3% of the Outstanding Principal of the Receivables of the Master Portfolio as at the relevant Cut-Off Date.

"**Mezzanine Notes**" means, together, the Class B Notes, the Class C Notes and the Class D Notes.

"**Minimum Weighted Average Interest Rate**" means 8.15%.

"**Moody's**" means: (i) for the purpose of identifying the entity which has assigned the credit rating to the Rated Notes, Moody's Italia S.r.l. and any successor to this rating activity, and (ii) in any other case, any entity that is part of Moody's Investors Service.

"**Most Senior Class of Notes**" means:

(i) the Class A Notes (for so long as there are Class A Notes outstanding); or

(ii) if no Class A Notes are then outstanding, the Class B Notes (for so long as there are Class B Notes outstanding); or

(iii) if no Class A Notes or Class B Notes are then outstanding, the Class C Notes (for so long as there are Class C Notes outstanding); or

(iv) if no Class A Notes, Class B Notes or Class C Notes are then outstanding, the Class D Notes (for so long as there are Class D Notes outstanding); or

(v) if no Class A Notes, Class B Notes, Class C Notes or Class D Notes are then outstanding, the Class E Notes (for so long as there are Class E Notes outstanding); or

(vi) if no Class A Notes, Class B Notes, Class C Notes, Class D Notes or Class E Notes are then outstanding, the Class F Notes (for so long as there are Class F Notes outstanding).

"**Non-Liquid Receivables**" means all amounts received by the Servicer or any other person in respect of the Instalments due under the Receivables and any other amounts whatsoever received by the Servicer or any other person in respect of the Receivables, including the Recoveries and the prepayments, by means of payment that (i) does not result in the automatic crediting of UniCredit S.p.A.'s bank or postal accounts, and (ii) does not include, but is not limited to, payments by SDD (SEPA Direct Debit), or debiting of the Debtors' bank account (e.g. payment made by checks and bills of exchange).

"**Noteholders**" means, together, the holders of the Class A Notes, the holders of Class B Notes, the holders of Class C Notes, the holders of Class D Notes, the holders of Class E Notes and the holders of the Class F Notes.

"**Notes**" means, together, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.

"**Notes Underwriters**" means, together, the Sole Lead Manager and the Originator.

"**Obligations**" means all the obligations of the Issuer created by, or arising under, the Notes and the Transaction Documents.

"**Offer Date**" means the date falling on the 8th Business Day prior to each Payment Date during the Revolving Period, on which the Originator may deliver to the Issuer a Transfer Proposal.

"**Organisation of the Noteholders**" means the association of the Noteholders, organised pursuant to the Rules of the Organisation of the Noteholders.

"**Originator**" means UniCredit S.p.A.

"**Other Component of the Existing Receivables Individual Purchase Price**" means the Accrued Interest on the relevant Existing Receivable and any other amount due (other than the Initial Outstanding Principal) and unpaid by the relevant Debtor in respect of the relevant Existing Receivables as at the relevant Valuation Date (included).

"**Other Component of the Purchase Price**" means, in relation to the Existing Receivables, the sum of the Accrued Interest of the relevant Existing Receivables and any other amount due and not paid by the relevant Debtor as the Valuation Date (included).

"**Other Issuer Creditors**" means the Originator, the Servicer, the Account Bank, the Additional Account Bank, the Cash Manager, the Principal Paying Agent, the Calculation Agent, the Corporate Servicer, the Back-up Servicer Facilitator, the Stichting Corporate Services Provider, the Subordinated Loan Provider, the Swap Counterparty and the Representative of the Noteholders and any party who at any time accedes to the Intercreditor Agreement.

"**Other Loans**" means the Loans Agreements which do not include the Future Receivables component.

"**Other Loans Minimum Amount**" means 14% of the Outstanding Principal of the Receivables of the Master Portfolio as at the relevant Cut-Off Date.

"**Outstanding Principal**" means, on any relevant date, in relation to any Receivable, the aggregate of the Principal Instalments which shall be paid on each following Scheduled Instalment Due Date and the Principal Instalments due but unpaid on such date.

"**Outstanding Principal Not Yet Due**" means, on any relevant date, in relation to any Receivable, the aggregate of the Principal Instalments which shall be paid on each following Scheduled Instalment Due Date.

"**Paying Agents**" means the Principal Paying Agent and any additional paying agent appointed pursuant to Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*).

"**Payment Date**" means: (a) prior to the delivery of a Trigger Notice, the 5th calendar day of February, May, August and November in each year or, if such day is not a Business Day, the immediately following Business Day, and (b) following the delivery of a Trigger Notice, any Business Day on which any payment is required to be made by the Representative of the Noteholders in accordance with the Post Trigger Notice Priority of Payments, the Conditions and the Intercreditor Agreement.

"**Payments Account**" means the Euro denominated account established in the name of the Issuer with the Principal Paying Agent with (IBAN: IT 65 Z 03479 01600 000802646700), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Payments Report**" means the report setting out all the payments to be made on the following Payment Date under the applicable Priority of Payments, which shall be prepared and delivered by the Calculation Agent in accordance with the Cash Allocation, Management and Payments Agreement before the delivery of a Trigger Notice.

"**PCS**" means Prime Collateralised Securities (PCS) EU SAS.

"**Portfolio**" means, as the case may be, the Initial Portfolio or a Subsequent Portfolio.

"**Post-Acceleration Priority of Payments**" means the order in which the Issuer Available Funds shall be applied in accordance with Condition 6.3 (*Post-Acceleration Priority of Payments*).

"**Pre-Acceleration Interest Priority of Payments**" means the order of priority in which the Interest Available Funds shall be applied in accordance with Condition 6.1 (*Pre-Acceleration Interest Priority of Payments*).

"**Pre-Acceleration Principal Priority of Payments**" means the order of priority in which the Principal Available Funds shall be applied in accordance with Condition 6.2 (*Pre-Acceleration Principal Priority of Payments*).

"**Principal Accumulation Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank with (IBAN: IT 86 C 03479 01600 000802646703), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Principal Amount Outstanding**" means, on any date, (i) the principal amount of a Note or a Class of Notes upon issue, minus (ii) the aggregate amount of all principal payments which have been paid prior to such date, in respect of such Note or Class of Notes.

"**Principal Available Funds**" means, on each Calculation Date and in respect of the immediately following Payment Date, the aggregate of:

(i) all Principal Collections received by the Issuer during the immediately preceding Quarterly Collection Period (other than any undue amount of principal to be returned by the Issuer to the Originator under the Warranty and Indemnity Agreement);

(ii) the Interest Available Funds, if any, to be credited to the Principal Deficiency Ledger on such Payment Date under items *Ninth*, *Eleventh*, *Thirteenth*, *Fifteenth*, *Seventeenth* and *Nineteenth* of the Pre-Acceleration Interest Priority of Payments on such Payment Date;

(iii) any amount allocated to the credit of the Reinvestment Ledger pursuant to item *Third* of the Pre-Acceleration Principal Priority of Payments on any preceding Payment Date;

(iv) all the proceeds deriving from the sale, if any, of the Master Portfolio or of individual Receivables, in each case in accordance with the provisions of the Transaction Documents;

(v) on each Payment Date during the Revolving Period, the amounts standing to the credit of the Principal Accumulation Account;

(vi) any amount allocated on such Payment Date under item *Twenty-eighth* of the Pre-Acceleration Interest Priority of Payments;

(vii) any Principal Available Funds that have not been applied on the immediately preceding Payment Date.

"**Principal Collections**" means all amounts on account of principal received in respect of the Receivables (other than the Defaulted Receivables).

"**Principal Component of the Purchase Price**" means, in relation to each Receivables, the Initial Outstanding Principal of each such Receivable.

"**Principal Component of the Existing Receivables Individual Purchase Price**" means the Initial Outstanding Principal in respect of each Existing Receivable.

"**Principal Component of the Future Receivables Individual Purchase Price**" means the Initial Outstanding Principal in respect of each Future Receivable.

"**Principal Deficiency Ledger**" means the Class A Principal Deficiency Sub-Ledger, the Class B Principal Deficiency Sub-Ledger, the Class C Principal Deficiency Sub-Ledger, the Class D Principal Deficiency Sub-Ledger, the Class E Principal Deficiency Sub-Ledger and the Class F Principal Deficiency Sub-Ledger.

"**Principal Instalment**" means the component of each Instalment represented by principal due to be repaid.

"**Principal Paying Agent**" means BNP Paribas, or any other person for the time being acting as Principal Paying Agent pursuant to the Cash Allocation, Management and Payments Agreement.

"**Principal Payment Amount**" means the principal amount redeemable in respect of a nominal amount of Euro 1,000 of each Note of each Class of Notes on any Payment Date pursuant to Condition 8.6 (*Calculation of Principal Payment Amount and Principal Amount Outstanding*).

"**Priority of Payments**" means the order of priority pursuant to which the Issuer Available Funds shall be applied on each Payment Date prior to and/or following the service of a Trigger Notice in accordance with the Conditions and the Intercreditor Agreement.

"**Privacy Law**" means (i) Legislative Decree No. 196 of 30 June 2003, published in the Official Gazette No. 174 of 29 July 2003, Ordinary Supplement No. 123/L (together with any relevant implementing regulations as integrated from time to time by the *Autorità Garante per la Protezione dei Dati Personali*) as amended or supplemented from time to time, and (ii) the GDPR.

"**Prospectus**" means this prospectus.

"**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended and supplemented from time to time.

"**Purchase Price**" means the sum of the Principal Component of the Purchase Price and the Other Component of the Purchase Price payable by the Issuer to the Originator in respect of the Initial Portfolio and each Subsequent Portfolio.

"**Purchase Price Adjustment**" means, in relation to any Receivable erroneously excluded from the Master Portfolio pursuant to clause 4.3 of the Master Receivables Purchase Agreement, an amount calculated in accordance with such agreement.

"**Purchase Termination Event**" means any of the events listed under Condition 13.1 (*Purchase Termination Event*) and clause 9 of the Master Receivables Purchase Agreement.

"**Purchase Termination Notice**" has the meaning ascribed to such terms under Condition 13.1 (*Purchase Termination Event*).

"**Quarterly Collection Period**" means:

(i) prior to the service of a Trigger Notice, each period commencing on (and excluding) a Collection Date and ending on (and including) the next Collection Date;

(ii) following the service of a Trigger Notice, each period commencing on (but excluding) the last day of the preceding Quarterly Collection Period and ending on (and including) the next following Collection Date as determined by the Representative of the Noteholders; and

(iii) in the case of the first Quarterly Collection Period, the period commencing on (and including) the Valuation Date related to the Initial Portfolio and ending on (and including) the Collection Date falling in December 2023.

"**Quarterly Servicer's Report**" means the report to be delivered on each Quarterly Servicer's Report Date by the Servicer to the Issuer, the Account Bank, the Additional Account Bank, the Principal Paying Agent, the Calculation Agent, the Corporate Servicer, the Back-up Servicer Facilitator, the Representative of the Noteholders and the Rating Agencies pursuant to the Servicing Agreement.

"**Quarterly Servicer's Report Date**" means: (a) prior the delivery of a Trigger Notice the date falling on the 10th Business Day prior to any Payment Date; and (b) following the delivery of a Trigger Notice any date determined by the Representative of the Noteholders in compliance with the Calculation Date and the Payment Date definitions.

"**Quota Capital Account**" means the Euro denominated account established in the name of the Issuer with Banca Finanziaria Internazionale S.p.A. (IBAN: IT20L0326661620000014116362), or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Quotaholder**" means Stichting Vettore, a Dutch foundation (*stichting*) incorporated under the laws of The Netherlands and having its registered office at Lokatellikade, 1, 1076 AZ, Amsterdam and enrolled at the Chamber of Commerce in Amsterdam under number 87909154.

"**Quotaholder's Agreement**" means the agreement entered into on or about the Issue Date between the Quotaholder, the Issuer, the Originator and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Rate of Interest**" means the rate of interest payable from time to time on the Notes.

"**Rated Notes**" means the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.

"**Rated Notes Subscription Agreement**" means the subscription agreement relating to the Rated Notes entered into on or about the Issue Date between the Issuer, the Originator, the Sole Arranger, the Sole Lead Manager and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Rating Agencies**" means DBRS and Moody's and "**Rating Agency**" means any one of them as the context requires.

"**Receivables**" means any and all existing and future claim deriving from the Loans and the Loan Agreements including, without limitation:

(i) amounts due on account of principal and interest accrued (and not yet paid), in relation to the Receivables as at the relevant Valuation Date (included);

(ii) amounts on account of principal not yet due and interest (including default and legal interest) accruing on the Receivables starting from the relevant Valuation Date (excluded);

(iii) amounts due as at the relevant Valuation Date (included) and accruing from the relevant Valuation Date (included) on account of reimbursement of losses, costs, indemnities and damages, fees, prepayment penalties and other amounts due in case of prepayment of the Loans, with express inclusions of recovery expenses in relation to Crediti non in Bonis, expenses in connection with the payment of instalments (spese incasso rata) as well as any other expense relating to the management of the Receivables (including, without limitation, expenses relating to the delivery of account statements and/or other notices to the Debtors) (together with the amounts under items (i) and (ii) above, the "**Existing Receivables**");

(iv) amounts owed for outstanding principal and interest (including default and legal interest) which will accrue in relation to further disbursements (where envisaged therein) under the relevant Loan Agreement starting from the relevant Arising Date (included) (the "**Future Receivables**"),

together with all and any guarantee and other ancillary rights transferable together with the Receivables, including the guarantees (and including the so called *garanzie omnibus*) deriving from any security arrangement, granted or in any other way existing in favour of the Originator in relation to a Loan, a Loan Agreement or a Receivable.

"**Receivables Purchase Agreements**" means each receivables purchase agreement to be entered into through a Transfer Proposal and the relevant acceptance thereof by and between the Issuer and the Originator in relation to the purchase of any Subsequent Portfolio, as from time to time modified in

accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

"**Recoveries**" means any amounts received or recovered in relation to any Defaulted Receivables (irrespective of whether it relates to principal, interest, expenses or otherwise).

"**Regulatory Change Event**" has the meaning ascribed to such term in Condition 8.3.2.

"**Regulatory Technical Standards**" means:

(i) the regulatory and implementing technical standards adopted by EBA or ESMA, as the case may be, pursuant to the EU Securitisation Regulation;

(ii) in relation to risk retention requirements, the transitional regulatory technical standards applicable pursuant to article 43 of the EU Securitisation Regulation prior to the entry into force of the regulatory technical standards referred to in paragraph (a) above.

"**Reinvestment Ledger**" means the ledger of the same name maintained by the Additional Account Bank, which will be calculated by the Calculation Agent in accordance with the Cash Allocation, Management and Payments Agreement.

"**Renegotiations**" means the renegotiations which the Servicer may carry out in accordance with the Servicing Agreement.

"**Replacement Swap Premium**" means the amount payable by the Issuer to any replacement swap counterparty or by any replacement swap counterparty to the Issuer (as the case may be) in order to enter into a replacement swap agreement to replace or novate the Swap Agreement.

"**Reporting Entity**" means the Issuer or any other eligible person acting as reporting entity pursuant to article 7(2) of the EU Securitisation Regulation from time to time under the Securitisation as notified by the Issuer to the investors in the Notes.

"**Representative of the Noteholders**" means Banca Finanziaria Internazionale S.p.A., or any other person for the time being acting as representative of the Noteholders in accordance with the Conditions.

"**Retention Amount**" means an amount equal to Euro 100,000.00, provided that on the Payment Date on which the Notes are repaid in full, the Retention Amount will be the amount indicated by the Corporate Servicer in order to pay the Issuer's expenses following the repayment in full of the Notes.

"**Revolving Period**" means the period starting from the Issue Date and ending on the earlier of:

(i) the Payment Date (included) falling in November 2024;

(ii) the date on which a Purchase Termination Notice or Trigger Notice has been served pursuant to, respectively, Condition 13 (Purchase Termination Events) or Condition 12 (Trigger Events);

(iii) the Payment Date falling immediately after the second (also non-consecutive) Offer Date on which the Master Portfolio did not comply with the requirements set out in clause 8 of the Master Receivables Purchase Agreement;

(iv) the date on which a notice has been served pursuant to, respectively, Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*).

"**Rules of the Organisation of the Noteholders**" or "**Rules**" means the rules of the organisation of the Noteholders attached as an Exhibit to the Conditions, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Scheduled Instalment Due Date**" means any date on which an Instalment is due pursuant to a Loan Agreement.

"**Securitisation**" means the securitisation of the Receivables made by the Issuer through the issuance of the Notes, pursuant to articles 1 and 5 of the Securitisation Law.

"**Securitisation Law**" means Italian Law number 130 of 30 April 1999, as amended and supplemented from time to time.

"**Securitisation Repository**" means European DataWarehouse (through its website, being, as at the date of this Prospectus, www.eurodw.eu) or any other securitisation repository registered pursuant to article 10 of the EU Securitisation Regulation as notified by the Issuer to the investors in the Notes.

"**Security**" means the Security Interests created pursuant to the Security Assignment.

"**Security Assignment**" means the English law security assignment entered into on or about the Issue Date between the Issuer and the Representative of the Noteholders (acting on behalf of the Noteholders and of the Other Issuer Creditors), as amended and supplemented from time to time.

"**Security Interest**" means:

(i) any mortgage, charge, pledge, lien, privilege (privilegio speciale) or other security interest securing any obligation of any person;

(i) any arrangement under which money or claims to money, or the benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person; or

(ii) any other type of preferential arrangement having a similar effect.

"**Securities Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (number 2646700), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Segregated Assets**" means the Master Portfolio, any monetary claim of the Issuer under the Transaction Documents, all cash flows deriving from both of them and any Eligible Investments purchased therewith segregated by operation of law from the Issuer's other assets.

"**Senior Notes**" means the Class A Notes.

"**Sequential Redemption Event**" means, in respect of any Payment Date during the Amortisation Period prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1

(*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the occurrence of any of the following events:

(i) the absolute value of the balance of the Class E Principal Deficiency Sub-Ledger, after application of the Interest Available Funds in accordance with the Pre-Acceleration Interest Priority of Payments, is higher than zero; or

(i) the Cumulative Default Ratio is greater than any of the following levels:

  (a) between the Issue Date and the date (included) falling 12 months thereafter: 1.50%;

  (b) between the date (excluded) falling 12 months after the Issue Date and the date (included) falling 24 months thereafter: 3.00%;

  (c) between the date (excluded) falling 24 months after the Issue Date and the date (included) falling 36 months thereafter: 5.70%;

  (d) from the date (excluded) falling 36 months after the Issue Date onwards: 8.00%;

(ii) the Clean-up Call Condition has occurred but the Clean-up Call Option has not been exercised by the Originator.

"**Servicer**" means UniCredit S.p.A., or any other person acting for the time being acting as Servicer pursuant to the Servicing Agreement.

"**Servicer Termination Event**" has the meaning ascribed to such term in clause 12.1 of the Servicing Agreement.

"**Servicing Agreement**" means the agreement entered into on 4 September 2023 between the Issuer and the Servicer, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Set Off Exposure**" means, on any Offer Date and with reference to all the Receivables comprised in the Master Portfolio (including any Subsequent Portfolio to be purchased on the immediately following Transfer Date) the aggregate of the amounts which can be off-set by the Debtors against the amounts owed to them by the Originator, as calculated in accordance with the provisions of the Cash Allocation, Management and Payments Agreement, which is in excess of the amount determined, from time to time, by the Bank of Italy in accordance with article 96-*bis*, paragraph 5, of the Consolidated Banking Act.

"**Sole Arranger**" means UniCredit Bank AG.

"**Sole Bookrunner**" means UniCredit Bank AG.

"**Sole Lead Manager**" means UniCredit Bank AG.

"**Specific Criteria**" means the specific criteria used for the selection of the Initial Portfolio as set out under schedule 2, Part A, of the Master Receivables Purchase Agreement and which might be used for the selection of each Subsequent Portfolio as specified in schedule 2, Part B, of the Master Receivables Purchase Agreement.

"**Specified Office**" means (i) with respect to the Principal Paying Agent (a) the office specified against its name in clause 21.3 (*Addresses*) of the Cash Allocation, Management and Payments Agreement; or (b) such other office as the Principal Paying Agent may specify in accordance with clause 16.10 (*Change in Specified Offices*) of the Cash Allocation, Management and Payment Agreement and (ii) with respect to any additional or other paying agent appointed pursuant to Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*) and the provisions of the Cash Allocation, Management and Payments Agreement, the specified office notified to the Noteholders upon notification of the appointment of each such paying agent in accordance with Condition 10.4 (*Change of Principal Paying Agent and appointment of additional paying agents*) and in each such case, such other address as it may specify in accordance with the provisions of the Cash Allocation, Management and Payments Agreement.

"**SR Investor Report**" means the report setting out certain information with respect to the Master Portfolio and the Notes (including the information referred to in point (e), items (i), (ii) and (iii), of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation), to be prepared and delivered by the Calculation Agent in accordance with the Cash Allocation, Management and Payments Agreement.

"**Stichting Corporate Services Agreement**" means the stichting corporate services agreement entered into on or about the Issue Date between the Issuer, the Quotaholder, the Stichting Corporate Services Provider in the context of the Securitisation.

"**Stichting Corporate Services Provider**" means Wilmington Trust SP Services (London) Limited or any other entity acting as such from time to time under the Securitisation.

"**STS**" means simple, transparent and standardised within the meaning of article 18 of the EU Securitisation Regulation.

"**STS Assessment**" means, collectively, the STS Verification and the CRR Assessment.

"**STS Notification**" means the notification to be sent by the Originator in respect of the Securitisation for the inclusion in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation.

"**STS Securitisation**" means a simple, transparent and standardised securitisation established and structured in accordance with the requirements of the EU Securitisation Regulation.

"**STS Verification**" means the assessment of the compliance of the Notes with the requirements of articles 19 to 22 of the EU Securitisation Regulation carried out by PCS.

"**Subordinated Loan**" means from time to time, the loan disbursed by the Subordinated Loan Provider under the Subordinated Loan Agreement and not repaid by the Issuer.

"**Subordinated Loan Agreement**" means the loan agreement entered into on or about the Issue Date between the Issuer and the Subordinated Loan Provider.

"**Subordinated Loan Provider**" means UniCredit S.p.A.

"**Subordinated Loan Redemption Amount**" means:

(i) with respect to each Payment Date prior to the delivery of a Trigger Notice or a redemption of the Notes pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the amount necessary to reduce the amount of principal outstanding in relation to the Subordinated Loan to the amount set out in the following table:

Payment Date	*Target principal amount outstanding of the Subordinated Loan (as a % of the nominal amount of the Subordinated Loan)*
February 2024	90%
May 2024	80%
August 2024	70%
November 2024	60%
February 2025	50%
May 2025	40%
August 2025	30%
November 2025	20%
February 2026	10%
May 2026	0%

and

(b) the Interest Available Funds remaining after application of items from *First* to *Twenty-eight* in accordance with the Pre-Acceleration Interest Priority of Payments.

(ii) with respect to (A) each Payment Date following the delivery of a Trigger Notice or (B) the Payment Date on which the Notes are redeemed pursuant to Condition 8.1 (*Final redemption*), Condition 8.3 (*Optional redemption for clean-up or regulatory reasons*) or Condition 8.4 (*Optional redemption for taxation reasons*), the lower of:

(a) the Issuer Available Funds remaining after application of items from *First* to *Nineteenth* in accordance with the Post-Acceleration Priority of Payments;

(b) the amount of principal outstanding in relation to the Subordinated Loan on the immediately preceding Payment Date after giving effect to any payment of the Class F Notes Redemption Amount in accordance with the Post-Acceleration Priority of Payments.

"**Subordinated Swap Amounts**" means any termination amount payable by the Issuer to the Swap Counterparty under the Swap Agreement as a result of either (a) an Event of Default (as defined in the Swap Agreement) where such Swap Counterparty is the Defaulting Party (as defined in the Swap

Agreement); or (b) an Additional Termination Event (as defined in the Swap Agreement) which occurs as a result of the failure of such Swap Counterparty to comply with the requirements of a rating downgrade provision set out under the relevant Swap Agreement.

"**Subscription Agreements**" means, together, the Rated Notes Subscription Agreement and the Unrated Notes Subscription Agreement.

"**Subsequent Portfolio**" means any portfolio of Receivables (other than the Initial Portfolio) purchased by the Issuer from the Originator from time to time pursuant to the terms and conditions of the Master Receivables Purchase Agreement.

"**Successor Servicer**" means any successor servicer appointed by the Issuer in accordance with the provisions of the Servicing Agreement.

"**Swap Agreement**" means the swap agreement entered into between the Issuer and the Swap Counterparty comprising a 1992 ISDA Master Agreement and Schedule thereto, a 1995 ISDA Credit Support Annex thereto, a confirmation documenting the interest rate swap transaction supplemental thereto and the transactions effected thereunder in respect of the Senior Notes (or such replacement swap agreement as the Issuer may enter into in accordance with the Transaction Documents).

"**Swap Collateral**" means an amount equal to the value of the collateral (or the applicable part of any collateral) provided by the Swap Counterparty to the Issuer in respect of such Swap Counterparty's obligations to transfer collateral to the Issuer under the Swap Agreement.

"**Swap Collateral Account**" means the Euro denominated account established in the name of the Issuer with the Additional Account Bank (IBAN: IT63D0347901600000802646704), or such substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Swap Counterparty**" means UniCredit S.p.A. or any successor or assignee thereto in accordance with the Swap Agreement.

"**Swap Tax Credit Amount**" means any tax credit payable by the Issuer to a Swap Counterparty pursuant to the Swap Agreement.

"**Swap Transaction**" means the interest rate swap transaction made pursuant to a Swap Agreement.

"**T2**" means the real time gross settlement system operated by the Eurosystem (T2) combining the functionalities of a Real Time Gross Settlement (RTGS) system with those of a Central Liquidity Management (CLM) system and which was launched on 20 March 2023.

"**Target Day**" means any day on which the T2 is open for the settlement of payments in Euro.

"**Tax**" means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or any political sub-division thereof or any authority thereof or therein.

"**Tax Event**" means the imposition, at any time after the Issue Date, of:

(i) any Tax Deduction in respect of any payment to be made by the Issuer (other than in respect of a Decree 239 Deduction); or

(ii) any changes in the Tax law of Italy (or in the application or official interpretation of such law) which would cause the total amount payable in respect of the Master Portfolio to cease to be receivable by the Issuer (including as a result of any of the Debtors being obliged to make a Tax Deduction in respect of any payment in relation to any Receivables).

"**Tax Deduction**" means any deduction or withholding on account of Tax.

"**Transaction Documents**" means, together, the Master Receivables Purchase Agreement, the Servicing Agreement, the Warranty and Indemnity Agreement, the Cash Allocation Management and Payments Agreement, the Subscription Agreements, the Intercreditor Agreement, the Quotaholder's Agreement, the Corporate Services Agreement, the Mandate Agreement, the Master Definitions Agreement, the Stichting Corporate Services Agreement, the Subordinated Loan Agreement, the Swap Agreement, the Security Assignment, the Conditions, and any other document which may entered into, from time to time in connection with the Securitisation.

"**Transfer Date**" means, (i) in relation to the Initial Portfolio, 4 September 2023, and (ii) in relation to the Subsequent Portfolio, the date on which the Originator receives from the Issuer the acceptance of the relevant Transfer Proposal.

"**Transfer Proposal**" means a letter in the form and substance of schedule 4 of the Master Receivables Purchase Agreement to be delivered by the Originator in accordance with the Master Receivables Purchase Agreement.

"**Trigger Event**" means any of the events described in Condition 12 (*Trigger Events*).

"**Trigger Notice**" means the notice served by the Representative of the Noteholders on the Issuer declaring the Notes to be due and payable in full following the occurrence of a Trigger Event as described in Condition 12.2 (*Delivery of a Trigger Notice*).

"**Unpaid Instalment**" means an Instalment which, on any date, is due but not paid in full for at least 30 days from the date the payment was due in accordance with the relevant Loan Agreement.

"**Unrated Notes Subscription Agreement**" means the subscription agreement relating to the Unrated Notes entered into on or about the Issue Date between the Issuer, the Originator and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**U.S. Risk Retention Consent**" means the consent of the Originator necessary for the sale that falls within the exemption provided by Section 20 of the U.S. Risk Retention Rules.

"**U.S. Risk Retention Rules**" means the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended.

"**Usury Law**" means Italian law number 108 of 7 March 1996, as subsequently amended and supplemented, and Italian law number 24 of 28 February 2001, which converted into law the Italian law decree number 394 of 29 December 2000.

"**Valuation Date**" means: (i) with respect to the Initial Portfolio, 00:01 on 1 September 2023; and (ii) with respect to any Subsequent Portfolio, 00:01 of the first day of the month following the relevant Collection Date on which any such Subsequent Portfolio is being selected on the basis of the Criteria.

"**Variable Return**" means the amount, which may be payable on the Class F Notes on each Payment Date subject to the Conditions, determined by reference to (i) the residual Issuer Available Funds after satisfaction of the items ranking in priority to the Variable Return on the Class F Notes in accordance with the applicable Priority of Payments, and (ii) any Cash Reserve Excess Amount.

"**VAT**" means *Imposta sul Valore Aggiunto* (IVA) as defined in the Italian D.P.R. number 633 of 26 October 1972, as amended and implemented from time to time.

"**Warranty and Indemnity Agreement**" means the agreement entered into on 4 September 2023 between the Issuer and the Originator, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

"**Weighted Average Interest Rate of the Master Portfolio**" means the weighted average interest rate of the Receivables included in the Master Portfolio (including any Subsequent Portfolio), taking into account any Renegotiation.

ISSUER

ARTS Consumer 2023 S.r.l.

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