

STS Term Master Checklist

Brignole CQ 2022 S.r.l.



PRIME COLLATERALISED SECURITIES (PCS) EU SAS

24 March 2022

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This is the STS Term Master Checklist for STS Term Verifications.

This STS Term Master Checklist must be read together with the PCS Procedures Manual and the PCS Term Evidentiary Standards Manual. This document is based upon the materials received by PCS as at the date of this document. Any references in this document are to the prospectus unless otherwise stated.

PCS comments in this STS Term Master Checklist are based on PCS' interpretation of the STS Regulation (the "Regulation") informed by (a) the text of the Regulation itself, (b) the EBA guidelines and recommendations issued in accordance with Article 19(2) of the Regulation (the "EBA Guidelines") and (c) any relevant national competent authorities interpretation of the STS criteria to the extent known to PCS.

It is important that the reader of this checklist reviews and understands the disclaimer referred to on the following page. Note that all comments on the disclaimer relate to both Provisional STS Term Checklist for STS Term Verifications and the Final STS Term Checklist for STS Term Verifications.

24 March 2022

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Prime Collateralised Securities (PCS)

STS Verification

Individual(s) undertaking the assessment	Daniele Vella
Date of Verification	24 March 2022
The transaction to be verified (the “Transaction”)	Brignole CQ 2022
Issuer	Brignole CQ 2022 S.r.l.
Originator	Creditis Servizi Finanziari S.p.A.
Lead Manager(s)	BofA Securities Europe SA Citigroup Global Markets Limited
Transaction Legal Counsel	Allen & Overy; Greenberg Traurig Santa Maria
Rating Agencies	DBRS and Moody's
Stock Exchange	ExtraMOT PRO - Borsa Italiana
Closing Date	24 March 2022

PCS confirms that all checklist points have been verified as detailed in the associated comment box in the checklist below.

A summary of the checklist points by article is set out in the table of contents on the next page together with a reference to the respective article contents. To examine a specific article from the list below, please click on the article description to be taken directly to the relevant section of the checklist.

Within the checklist, the relevant legislative text is set out in blue introductory boxes with specific criteria for our verification listed underneath. For the full legislative text please refer back to the blue boxes.

The checklist contains links to relevant EBA guidelines set out in the back of this document.

Article	Summary of article contents	Checklist Points	
Article 20 – Simplicity			
20(1)	True sale	1, 2	✓
20(2)	Severe clawback (part a)	2a	✓
20(3)	Severe clawback (part b)	2b	✓
20(4)	True sale with intermediate steps	3	✓
20(5)	Assignment perfection	4	✓
20(6)	Encumbrances to enforceability of true sale	5	✓
20(7)	Eligibility criteria, active portfolio management, and exposure transferred after closing	6 - 8	✓
20(8)	Homogeneity, enforceability, full recourse, periodic payment streams, no transferable securities	9 - 14	✓
20(9)	No securitisation positions	15	✓
20(10)	Origination, underwriting standards, unverified residential loans, assessment of creditworthiness, originator expertise	16 - 21	✓
20(11)	No undue delay after selection, no exposures in default or to credit-impaired or insolvent debtors/guarantors, portion of restructured debtors, adverse credit history, higher pool risk	22 - 30	✓
20(12)	At least one payment made	31	✓
20(13)	No predominant dependence on the sale of asset	32	✓
Article 21 – Standardisation			
21(1)	Risk retention	33	✓
21(2)	Appropriate mitigation of interest-rate and currency risks and disclosure, no further derivatives and hedging derivatives according to common standards	34 - 39	✓
21(3)	Referenced interest payments	40	✓
21(4)	Requirements in the event of enforcement or delivery of acceleration notice: no cash trap, sequential amortisation, no reversal, no automatic liquidation	41 - 44	✓
21(5)	Non-sequential priority of payments	45	✓
21(6)	Early amortisation provisions/triggers for termination of revolving period	46 - 50	✓
21(7)	Duties, responsibilities, and replacement of transaction parties	51 - 53	✓
21(8)	Expertise of the servicer	54, 55	✓
21(9)	Remedies and actions by servicer related to delinquency and default of debtor, priorities of payments, triggers for changes, obligation to report	56 - 61	✓
21(10)	Resolution of investor conflicts and fiduciary party responsibilities and duties	62, 63	✓
Articles 22 and 7 – Transparency			
22(1)	Historical asset data	64 - 66	✓
22(2)	AUP/asset verification	67, 68	✓
22(3)	Liability cashflow model	69, 70	✓
22(4)	Environmental performance of asset	71	✓
22(5)	Responsibility for article 7, information disclosure before pricing and 15 days after closing	72 - 75	✓
7(1)	Transparency requirements: underlying loan data, documentation, priority of payments, transaction summary, STS notification, investor report, inside information, significant event report, simultaneous, without delay	76 - 101	✓
7(2)	Transparency requirements: securitisation repository, designation of responsible entity,	102, 103	✓

1	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	20.1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.	
	STS criteria	SEE RELATED EBA GUIDELINES
	1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party.	
	Verified?	Yes
	PCS Comment	
	<p>In this transaction, the rights, title and interests to the assets are assigned and transferred without recourse (<i>pro soluto</i>) by an Italian bank to an Italian SSPE, see section “<i>DESCRIPTION OF THE TRANSACTION DOCUMENTS - 1. MASTER RECEIVABLES PURCHASE AGREEMENT AND RECEIVABLES PURCHASE AGREEMENT</i>” subparagraphs “Sale of the Initial Portfolio” and “Sale of Additional Portfolios”.</p> <p>PCS has been provided with and has reviewed the draft of the Italian law legal opinion provided by Allen & Overy. Confirmation of true sale i.e. enforceability of assignment, an assessment of the re-characterisation and claw-back risks are made in the Legal Opinion.</p> <p>“True sale” is not a legal concept but a rating agency creation.</p> <p>The essence of a “true sale” is that the property in the securitised assets has legally moved from the originator(s)/seller to the SSPE in such a way that the SSPE’s ownership will be recognised as a matter of law, including and especially in the case of the insolvency of the originator(s)/seller. In a “true sale” the insolvency officer and creditors of the insolvent originator/seller are not able to satisfy the claims of the originator/seller’s creditor out of the proceeds of the securitised assets. Following a “true sale” there is no legal device by which the assets can automatically revert to the originator/seller’s ownership. Such automatic reversion is associated with security interests and anathema to a “true sale”.</p> <p>This is clearly stated in the wording of the Regulation (20.1). The expression “transfer to the same effect” indicates that, as long as the conditions in the preceding paragraph are met, the Regulation does not seek to limit the type of legal devices which can be used to effect such transfer of title.</p> <p>The issue of “true sale” is separate from the issue of “clawback”. “Clawback” refers to legal processes through which, in the insolvency of the seller of an asset, an insolvency officer is entitled to reverse the sale – even in cases where a “true sale” has taken place.</p> <p>All European jurisdictions, to PCS’ knowledge, have rules allowing for clawbacks. Clawbacks are usually rules to avoid a company heading towards insolvency from “defrauding” its existing creditors either by selling assets at very low prices (to friends and relations) or unfairly preferring certain creditors over others.</p> <p>The Regulation (20.1) therefore does not require STS “true sales” to be clawback proof since this would mean that no European securitisation could ever be STS. It does require the sale not to be subject to “severe clawback”. The Regulation does not define “severe clawback” but gives an example (20.2) where a clawback may occur.</p> <p>The Regulation (20.3) also explicitly excludes from the definition of “severe clawback” the traditional European basis for such devices which all come under the general category of “preferences”.</p> <p>PCS further notes that the examples (20.2 and 20.3) refer to the insolvency law of a jurisdiction and therefore believes that clawback risk is to be assessed on a jurisdictional basis rather than on a transactional basis.</p> <p>Finally, PCS does not believe and nor is there any evidence that the legislators or regulatory authorities are seeking to craft a higher standard than that which has been used for decades by the market and was the basis for the legislative text.</p> <p>Based on the above considerations, PCS believes that transfers from a jurisdiction meeting the following criteria – absent any other indications – shall not fall within the definition of “severe clawback”:</p> <ul style="list-style-type: none"> • Clawback requires an unfair preference “defrauding” creditors; • Clawback puts the burden of proof on the insolvency officer or creditors – in other words it cannot be automatic nor require the purchaser to prove their innocence. 	

	<p>Since “severe clawback” is a jurisdictional concept, in analysing this issue, PCS will therefore first seek to determine the Originator’s jurisdiction for the purposes of insolvency law. This would be its centre of main interest (“COMI”) or its “home member state”.</p> <p>The second step would be to determine whether the relevant COMI and/or “home member state” contains severe claw back provisions in its insolvency legislation.</p> <p>Although the determination of a COMI can be a technically fraught analysis of international conflicts of law, PCS notes that in the vast majority of securitisations there is no real issue as the COMI is self-evident.</p> <p>The Originator is incorporated in Italy and it is authorised as a financial intermediary: furthermore, in the Prospectus it is also stated that <<Creditis was incorporated in 2006 as a wholly owned subsidiary of Banca Carige S.p.A. - Cassa di Risparmio di Genova e Imperia (Banca Carige). Active since 2008, Creditis is a specialised consumer lender with a product offering consisting of general purpose personal loans, salary and pension backed loans (cessione del quinto dello stipendio e della pensione), delegation of payment loans (delega di pagamento) and revolving credit lines. Creditis is a consumer credit provider and a financial intermediary (intermediario finanziario) enrolled, since May 2016, in the albo unico degli intermediari finanziari held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act and therefore is subject to monitoring and supervision by the Bank of Italy for prudential and regulatory purposes. (...)>> (see section “THE ORIGINATOR AND THE SERVICER – A) History”).</p> <p>See also the following statement, contained in the description of the “Listed Notes Subscription Agreement”:</p> <p><u><<For the purpose of compliance with articles 20(2) of the EU Securitisation Regulation, under the Listed Notes Subscription Agreement, the Originator has represented that it is a joint stock company authorized to operate as a financial intermediary (intermediario finanziario) pursuant to article 106 of the Consolidated Banking Act and its “centre of main interests” (as that term is used in article 3(1) of the Regulation (EU) no. 848/2015 of 20 May 2015 on insolvency proceedings) is located within the territory of the Republic of Italy; therefore, the Originator would be subject to Italian insolvency laws that do not contain severe clawback provisions.>></u></p> <p>In addition, we note the following statement in “SELECTED ASPECTS OF ITALIAN LAW”:</p> <p><u><<Insolvency laws applicable to the Originator</u></p> <p><u>Creditis is a credit institution (as defined in article 1.1 of Directive 2000/12/CE) and its “home Member State” (as that term is defined in article 2 of Directive 2001/24/EC on the re-organisation and winding up of credit institutions by reference to article 1.6 of Directive 2000/12/EC) is located within the territory of the Republic of Italy, therefore the Originator would be subject to Italian insolvency laws that do not contain severe clawback provisions within the meaning of articles 20(2) and 20(3) of the EU Securitisation Regulation. In addition, although as at the date of this Prospectus 80.10 per cent. of the share capital of Creditis is owned by Columbus Holdco S.a.r.l., in case of insolvency of Columbus Holdco S.a.r.l., the Luxembourg laws would not per se apply to a possible claw back action aimed at the recovery of Credits’ assets on the basis that Creditis would be subject to insolvency proceedings only to the extent that it is found to be insolvent.>></u></p> <p>Therefore, its COMI and its home member state are the Republic of Italy, which does not contemplate severe clawback provisions.</p> <p>Italian insolvency law provides for clawback in relation to acts made in the suspect period, provided that also other circumstances occur, such as undue preference or transactions at an undervalue, and may require the insolvency officer to prove that case. Therefore, and as generally outlined in the Italian legal opinion and more specifically in the Prospectus, section “CATEGORY OF RISK FACTORS 2: RISKS RELATING TO THE AGGREGATE PORTFOLIO” – “Assignment of Receivables and payments made by the Issuer upon disposal of the Receivables may be subject to claw-back upon certain conditions being met”, the transfer of the Receivables is not, in our view, subject to “severe clawback”.</p> <p>From the above, it appears that it still cannot be excluded that in case of insolvency of both Creditis and Columbus Holdco, the claw back provisions of the Grand Duchy of Luxembourg may somehow be applied. However, should this be the case, PCS received comfort that also the laws of Luxembourg do not contain severe claw-back provisions.</p>								
2	<table border="1"> <tr> <td data-bbox="208 1182 1736 1214">STS criteria</td><td data-bbox="1736 1182 2114 1214">SEE RELATED EBA GUIDELINES</td></tr> <tr> <td colspan="2" data-bbox="208 1214 2114 1289">2. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.</td></tr> <tr> <td data-bbox="208 1289 1153 1321">Verified?</td><td data-bbox="1153 1289 2114 1321">Yes</td></tr> <tr> <td colspan="2" data-bbox="208 1321 2114 1353">PCS Comment</td></tr> </table>	STS criteria	SEE RELATED EBA GUIDELINES	2. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.		Verified?	Yes	PCS Comment	
STS criteria	SEE RELATED EBA GUIDELINES								
2. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.									
Verified?	Yes								
PCS Comment									

	<p>COMI and home member state of the Originator is Italy.</p> <p>The legislation of the Republic of Italy does not contemplate severe claw-back provisions for securitisation transactions.</p> <p>See point 1 above for further details.</p>
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2a	Legislative text – Article 20 - Requirements relating to simplicity GO TO TABLE OF CONTENTS
	<p>20.2. For the purpose of paragraph 1, any of the following shall constitute severe clawback provisions:</p> <p>(a) provisions which allow the liquidator of the seller to invalidate the sale of the underlying exposures solely on the basis that it was concluded within a certain period before the declaration of the seller's insolvency;</p> <p>(b) provisions where the SSPE can only prevent the invalidation referred to in point (a) if it can prove that it was not aware of the insolvency of the seller at the time of sale.</p>
	STS criteria SEE RELATED EBA GUIDELINES
	Verified? Yes
	PCS Comment
	<p>Neither provision applies. See section "CATEGORY OF RISK FACTORS 2: RISKS RELATING TO THE AGGREGATE PORTFOLIO - Assignment of Receivables and payments made by the Issuer upon disposal of the Receivables may be subject to claw-back upon certain conditions being met".</p> <p>Clawback of the sales of the Receivables does not constitute severe clawback risks because in all cases of claw back, in addition to the "suspect period", Italian law provides that other circumstances have to be met to allow claw back. These are, as the case may be, the purchase at undervalue and the awareness of the insolvency of the seller.</p> <p>Further, pursuant to the Master Receivables Purchase Agreement ("MRPA"), the Originator, in relation to each Portfolio transferred by it, the Originator shall provide the Issuer with a solvency certificate stating that the Originator is not subject to any insolvency proceeding, and other customary documentation on its solvency.</p>

2b	Legislative text – Article 20 - Requirements relating to simplicity GO TO TABLE OF CONTENTS
	<p>20.3. For the purpose of paragraph 1, clawback provisions in national insolvency laws that allow the liquidator or a court to invalidate the sale of underlying exposures in case of fraudulent transfers, unfair prejudice to creditors or of transfers intended to improperly favour particular creditors over others, shall not constitute severe clawback provisions.</p>
	STS criteria SEE RELATED EBA GUIDELINES
	Verified? Yes
	PCS Comment
	<p>See comments to points 1 to 2a above. Italy does not have severe clawback provisions for securitisation transactions.</p>

3	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	20.4. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.	
	STS criteria	SEE RELATED EBA GUIDELINES
	3. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.	
	Verified?	Yes
	PCS Comment	
	<p>The Receivables have been exclusively originated by Creditis in its ordinary course of business, as lender (see statement in §(d) of “WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements”).</p> <p>See also in the Section “TRANSACTION SUMMARY - Common Criteria”, §(b), which requires that <<(b) have been granted exclusively by Creditis as lender;>>.</p>	

4	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	<p>20.5. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to affect such perfection shall, at least include the following events:</p> <p>(a) severe deterioration in the seller credit quality standing;</p> <p>(b) insolvency of the seller; and</p> <p>(c) unremedied breaches of contractual obligations by the seller, including the seller's default.</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	<p>4. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to effect such perfection shall, at least include the following events:</p> <p>(a) severe deterioration in the seller credit quality standing;</p> <p>(b) insolvency of the seller; and</p> <p>(c) unremedied breaches of contractual obligations by the seller, including the seller's default.</p>	
	Verified?	Yes
	PCS Comment	
	<p>Article 20.5 does not apply as the transfer is perfected.</p> <p>Criterion 4 requires two steps:</p> <ul style="list-style-type: none"> - To determine whether the transfer of the assets is by means of an unperfected assignment; and - If it is, whether the transaction contains the requisite triggers. 	

<p>See "SELECTED ASPECTS OF ITALIAN LAW – The Assignment". In which it is stated that <<The assignment of the claims 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 provisions, which has been strengthened by article 4 of the Securitisation Law, the assignment can be perfected against the originator, assigned debtors and third party creditors by way of publication of the relevant notice in the Official Gazette and registration of the transfer in the companies' register where the Issuer is enrolled, so avoiding the need for notification to be served on each assigned debtor.>>.</p> <p>PCS has reached sufficient comfort that pursuant to Italian law, the notification to the obligors of the assignment of the Receivables to the Issuer is not necessary in order to perfect the transfer of such Receivables from the Originator to the Issuer. Such notification, indeed, is necessary to make the assignment of the Receivables enforceable against the relevant debtors (therefore not to obtain the enforceability of the assignment vis-à-vis third parties) and will be made only for regulatory purposes.</p> <p>Although the transfer is not notified to the borrowers, the Italian legal opinion and Prospectus confirm that such notification is not required to fully perfect the transfer of ownership in the Receivables to the SSPE.</p> <p>Accordingly, this transaction does not operate by way of an unperfected assignment and, therefore, this requirement shall be deemed satisfied.</p>
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5	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
20.6. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.		
STS criteria		SEE RELATED EBA GUIDELINES
5. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.		
Verified?	Yes	
PCS Comment		
<p>See the following representations contained in Section “2. WARRANTY AND INDEMNITY AGREEMENT- Representations and warranties given by the Originator - 2.2 Existence, validity and title to the Receivables”:</p> <p><i><<(b) Title to the Receivables: on the relevant Transfer Date, the Originator has full and unconditional title and ownership of the Receivables and each Receivable is not subject to any pre-bankruptcy agreement, foreclosure, or other encumbrances or charges in favour of any third parties, and therefore it is freely transferable in favour of the Issuer; the Originator is, at the relevant Valuation Date and the relevant Transfer Date, the beneficiary of each Assigned Insurance Policy and Collateral Security.>></i></p> <p><i><<(c) Privileges and waivers: the Originator has neither transferred nor assigned (whether absolutely or by way of security), nor charged, encumbered, granted any co-ownership right (“dato in comunione”) over, or otherwise assigned of, in whole or in part, any of its rights, title, interests to, or beneficial interests in the Loan Agreements, the Salary Assignments, the Payment Delegations, the Insurance Policies, the Receivables and/or the Collateral Security, nor has terminated, waived, changed or further modified the terms and the conditions of the relevant Loan Agreements, the Assigned Insurance Policies, the Receivables and/or the Collateral Security, nor has otherwise created or granted, or allowed any third parties to create or grant, in whole or in part, any lien, mortgage, charge, or any other ancillary right in rem (“diritto reale minore”) for the benefit of any third party, additional to those already provided for under the Transaction Documents to which it is a party, over one or more Loan Agreements, Salary Assignments, Payment Delegations, Insurance Policies and Receivables.>>.</i></p> <p>PCS was informed that part of the Receivables comprised in the Initial Portfolio derives from a portfolio of receivables originated by Creditis and previously transferred to another Italian securitisation SPV in the course of a different securitisation transaction that is being unwound concurrently with the inclusion of those Receivables in the Initial Portfolio.</p> <p>As at the date of the Provisional STS Checklist, PCS has received drafts of some of the relevant unwinding documentation and received confirmation of Originator’s intentions that the unwinding and re-transfer documentation will be made in line with Italian law, best banking practice and without leaving encumbrances over the Receivables that are being transferred to the Issuer on closing.</p>		

6	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	<p>20.7. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	<p>6. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria....</p>	
	Verified?	Yes
	PCS Comment	
	<p>The eligibility criteria are set out in Section “THE AGGREGATE PORTFOLIO - Criteria and Purchase Conditions - The Common Criteria”</p> <p>The EBA Guidelines clarify that “clear” does not mean easily readable or comprehended by a non-expert. In the Regulation a criterion is “clear” when a court or tribunal could determine whether, presumably in all cases, the criterion is met for each asset. In the Regulation, “clear” is about certainty of determination.</p> <p><i>PCS has read the eligibility Criteria in the Prospectus.</i></p> <p><i>As they are mandatory, they meet the “predetermined” requirement.</i></p> <p><i>As they are in the Prospectus and in the MRPA they meet the “documented” requirement.</i></p> <p><i>PCS has also concluded that they allow determination in each case, and so meet the “clear” requirement.</i></p>	
7	STS criteria	SEE RELATED EBA GUIDELINES
	<p>7. Which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management.</p>	
	Verified?	Yes
	PCS Comment	
	<p>See the description of the Intercreditor Agreement: “6. INTERCREDITOR AGREEMENT - No active portfolio management”:</p> <p><i><<Under the Intercreditor Agreement, the parties thereto have acknowledged that the disposal of Receivables is permitted only in the following circumstances: (i) from the Issuer to the Originator, in case of any breach of representations and warranties by the Originator pursuant to the terms of the Warranty and Indemnity Agreement, (ii) from the Issuer to the Originator, in case of repurchase of individual Receivables pursuant to the terms of the Master Receivables Purchase Agreement, (iii) from the Issuer to Originator, in case of repurchase of the Aggregate Portfolio in the context of an early redemption of the Notes in accordance with Condition 8.3 (Early redemption upon exercise of the Originator Call Option), Condition 8.4 (Optional Redemption) and Condition 8.5 (Optional Redemption for taxation reasons) pursuant to the terms of the Conditions and the Intercreditor Agreement, and (iv) from the Issuer (or the Representative of the Noteholders on its behalf) to third parties in case of disposal of the Aggregate Portfolio following the delivery of a Trigger Notice pursuant to the terms of the Intercreditor Agreement. 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.>>.</i></p> <p>See also, in the same Section, the paragraph titled “Originator Call Option” and in Section describing the “1. MASTER RECEIVABLES PURCHASE AGREEMENT AND RECEIVABLES PURCHASE AGREEMENT” the paragraph titled “Repurchase of individual Receivables”.</p> <p>Indeed, the EBA Guidelines set out seven devices to repurchase securitised assets which are not to be considered indicative of “active portfolio management”. To the extent that a transaction only contains some or all of those seven devices and does not provide any other form of repurchase, then the STS criterion will be met.</p>	

	<p>If the transaction should contain a repurchase device that is not included in the EBA's list, then an analysis will need to be conducted as to whether this additional device offends against the principles set out in the EBA Guidelines (15.a and b) as defining "active portfolio management".</p> <p>PCS has reviewed all the repurchase devices set out in the Prospectus and these are acceptable within the context of the EBA final guidelines and its principles.</p>	
8	STS criteria	SEE RELATED EBA GUIDELINES
	<p>8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.</p>	
	Verified?	Yes
	PCS Comment	
	<p>The transaction is revolving and the eligibility Criteria, as set out in "THE AGGREGATE PORTFOLIO - The Common Criteria", shall apply to the Initial Portfolio and to each Additional Portfolio, at the relevant Valuation Date. Additionally, the Receivables included in the Aggregate Portfolio (including any Additional Portfolio offered for sale), shall need to comply, as at the relevant Offer Date, with the Purchase Conditions specified in "The Purchase Conditions".</p>	

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	<p>20.8. The securitisation shall be backed by a pool of underlying exposures that 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. A pool of underlying exposures shall only comprise one asset type. The underlying exposures shall contain obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors.</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	<p>9. The securitisation shall be backed by a pool of underlying exposures that 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. A pool of underlying exposures shall only comprise one asset type.</p>	
	Verified?	Yes
	PCS Comment	
	<p>See section headed "DESCRIPTION OF THE TRANSACTION DOCUMENTS - 2. WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements" sub §(b) where it is represented that:</p> <p><i><<(b) For the purpose of compliance with article 20(8) of the EU Securitisation Regulation, the Originator has represented and warranted that, as at the relevant Valuation Date and as at the relevant Transfer Date, (A) the Receivables comprised in the Initial Portfolio are, and the Receivables comprised in each Additional Portfolio will 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: (a) all Receivables are (or will be, as the case may be) originated by Creditis based on similar loan disbursement policies which apply similar approaches to the assessment of the credit risk associated with the underlying exposures; (b) all Receivables are (or will be, as the case may be) serviced by Creditis according to similar servicing procedures; and (c) all Receivables fall (or will fall, as the case may be) within the same asset category of the relevant Technical Standards named "credit facilities to individuals for personal, family or household consumption purposes"; (...)>>.</i></p> <p>The definition of "homogeneity" in the Regulation is the subject of a Regulatory Technical Standard ("RTS"). Being set out in an RTS, rather than a guideline or recommendation issued by the EBA, the definition of "homogeneity" is legally binding on all regulatory authorities. Such RTS has been formally adopted by the European Commission on 28 May 2019, and published on the EU Official Gazette on 6 November 2019.</p> <p>In interpreting the expression, PCS has based itself on the text of the Regulation, its knowledge of the intent of the legislators – including, crucially, the legislators' belief that the STS Regulation was justified by the excellent performance of most "plain vanilla" European securitisations and the RTS adopted by the European Commission.</p>	

	<p>Based on the above, it seems clear to PCS that the Regulation would not seek to exclude from the STS category securitisations that have performed extremely well and are universally considered "homogenous" by market participants. This does not exonerate any transaction from being analysed against this criterion but does set the background for such analysis.</p> <p>Turning, for guidance, to the RTS adopted by the European Commission, in principle, four elements require examination: (a) "similar underwriting standards", (b) "similar servicing standards", (c) same asset class and (d) relevant risk factors.</p> <p>Following the guiding principles of the EBA, we note that "similar underwriting standards" must mean something like the same type of underwriting approach, looking at the same types of data points to calculate the same type of credit risk. It cannot mean "exactly the same underwriting criteria", since this would make it impossible for any securitisation ever to have a "homogenous" pool.</p> <p><i>In the Transaction, the loans were underwritten on a similar basis, they are being serviced by Creditis according to similar servicing procedures, they are a single asset class – consumer loans..</i></p> <p><i>PCS also takes great comfort from the fact that transactions containing pools with similar characteristics have always been considered to be "homogenous" by a wide consensus of market participants.</i></p>	
10	STS criteria 10. The underlying exposures shall contain obligations that are contractually binding and enforceable.	SEE RELATED EBA GUIDELINES
	Verified? PCS Comment	Yes
	<p>See section headed "DESCRIPTION OF THE TRANSACTION DOCUMENTS - 2. WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements" sub §(b) where it is represented that:</p> <p><<(b) (...) (B) the Receivables comprised in the Initial Portfolio constitute, and the Receivables comprised in each Additional Portfolio will constitute, <u>binding and enforceable obligations pursuant to the relevant Loan Agreement and such obligations are (or will be, as the case may be) valid and with full recourse to the Debtors, the Guarantors, the Employers, the Pension Authorities and/or the Pension Funds and the Insurance Companies</u>; and (C) the Initial Portfolio does not, and each Additional Portfolio will not, comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU.>>.</p> <p>See also the sub-section headed "2.2 Existence, validity and title to the Receivables", §(a):</p> <p><<(a) Existence and validity of the Receivables: on the relevant Valuation Date and on the relevant Transfer Date, the Receivables are existing and constitute <u>legal, valid and binding and enforceable obligations of the Debtors and, with respect to each Salary Assignment and each Payment Delegation, of the Employer and, with reference to the Insurance Policies, of the Insurance Companies (save for the application of the Italian Bankruptcy Law or any other similar law provisions generally applicable to the creditors' right).</u>>>.</p>	
11	STS criteria 11. With full recourse to debtors and, where applicable, guarantors.	SEE RELATED EBA GUIDELINES
	Verified? PCS Comment	Yes
	<p>See point 10 above.</p>	
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	20.8. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts, relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.	
	STS criteria	SEE RELATED EBA GUIDELINES
	12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.	
	Verified?	Yes
	PCS Comment <p>See the features of the Receivables, as per their eligibility Criteria, as set out in "TRANSACTION OVERVIEW - Common Criteria". In particular:</p> <p><<(i) the relevant amortisation plan agreed with the relevant Debtor at the inception/disbursement of the Loan provides for the payment of both interest and principal components, with equal monthly instalments with a fixed interest rate, provided that the monthly instalments can be reduced/rescheduled due to events such as maternity leave etc.. as provided for under the relevant loan agreement and/or pursuant to the applicable law;>></p> <p><<(o) have an original maturity not greater than 120 months;>></p> <p><<(q) provide for an annual nominal rate (TAN) equal or higher than 1 %;>></p>	
13	STS criteria	SEE RELATED EBA GUIDELINES
	13. Relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.	
	Verified?	Yes
	PCS Comment <p>See point 12 above.</p> <p>See also definitions of Instalment, and of its two components, as set out below:</p> <p><<<u>Instalment</u> means, with respect to each Loan Agreement, from which the Receivables are originated, each instalment due from time to time by the relevant Debtor thereunder and which consists of an Interest Instalment and a Principal Instalment.>>.</p> <p><<<u>Interest Instalment</u> means the interest component of each instalment under each relevant Loan.>></p> <p><<<u>Principal Instalment</u> means the principal component of each Instalment under each relevant Loan as well as any amount other than the Interest Instalment (including fees, costs, expenses and insurance premia).>>.</p> <p>See also the following subparagraphs in Section "SELECTED ASPECTS OF ITALIAN LAW":</p> <ul style="list-style-type: none"> • Compounding of interest • Italian consumer protection legislation - 2. Prepayment right <p>and "Risk Factors - Italian consumer protection legislation contains certain protections in favour of debtors – (D) Prepayment right". In this respect, though, PCS received confirmation that the liabilities that will arise in relation to pre-payments requested by Borrowers are expected to be covered by the Prepayment Reserve, outside of the waterfall.</p>	
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20.8. The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.	
STS criteria	SEE RELATED EBA GUIDELINES
14. The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.	
Verified?	Yes
PCS Comment	
See section headed “ <i>DESCRIPTION OF THE TRANSACTION DOCUMENTS - 2. WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements</i> ” sub §(b) where it is represented that: <<(b) (...) (C) the Initial Portfolio does not, and each Additional Portfolio will not, comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU.>> See also the eligibility criteria set out in “THE AGGREGATE PORTFOLIO - The Common Criteria”. It is noted that the definition of Receivables includes also Collateral Securities, but the definition and PCS due diligence confirmed that this does not include the transferable securities to which this requirement refers.	

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	20.9. The underlying exposures shall not include any securitisation position.	
	STS criteria	SEE RELATED EBA GUIDELINES
	15. The underlying exposures shall not include any securitisation position.	
	Verified?	Yes
	PCS Comment	
	See section headed “ <i>DESCRIPTION OF THE TRANSACTION DOCUMENTS - 2. WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements</i> ” sub §(c) where it is represented that: <<(c) For the purpose of compliance with article 20(9) of the EU Securitisation Regulation, 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 any Additional Portfolio will not, comprise any securitisation positions.>> We also note that the definition of “ <u>Eligible Investments</u> ” prohibits the inclusion <<actually or potentially, of (i) credit linked notes or similar claims resulting from the transfer of credit risk by means of credit derivatives nor may any amount available to the Issuer in the context of the Securitisation otherwise be invested in any such instruments at any time, or (ii) asset-backed securities, irrespective of their subordination, status or ranking, or (iii) tranches of other ABSs, credit-linked notes swaps, other derivatives instruments, or synthetic securities or any other instrument from time to time specified in the European Central Bank monetary policy regulations applicable from time to time, or (iv) any instrument not considered to be a “cash equivalent” for purposes of the Volcker Rule.>>.	

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	20.10. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.	
	STS criteria	SEE RELATED EBA GUIDELINES
	16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.	
	Verified?	Yes
	PCS Comment See section headed "DESCRIPTION OF THE TRANSACTION DOCUMENTS - 2. WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements" sub §(d) where it is represented that: <i><<(d) For the purpose of compliance with article 20(10), of the EU Securitisation Regulation, the Originator has represented and warranted that (i) the Receivables comprised in the Initial Portfolio derive, and the Receivables comprised in each Additional Portfolio will derive, from duly executed Loan Agreements which have been (or will be, as the case may be) granted by Creditis in its ordinary course of business, in compliance with underwriting standards that are (or will be, as the case may be) no less stringent than those that the Originator applied (or will apply, as the case may be) at the time of the origination to similar exposures that are not securitised; (ii) Creditis has assessed (or will assess, as the case may be) the Debtors' creditworthiness in compliance with the requirements set out in article 8 of Directive 2008/48/EC; and (iii) Creditis has expertise in originating exposures of a similar nature to those assigned under the Securitisation for at least 5 years.>>.</i>	
17	STS criteria	SEE RELATED EBA GUIDELINES
	17. Pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.	
	Verified?	Yes
	PCS Comment See point 16 above.	
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	20.10. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.	
	STS criteria	SEE RELATED EBA GUIDELINES
	18. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.	
	Verified?	Yes
	PCS Comment See section headed "DESCRIPTION OF THE TRANSACTION DOCUMENTS - 2. WARRANTY AND INDEMNITY AGREEMENT - Material change of loan disbursement policies", where it is stated that: <i><<Material change of loan disbursement policies</i>	

	Under the Warranty and Indemnity Agreement, the Originator has undertaken to promptly <u>inform the Servicer of any material change occurred after the Issue Date in the loan disbursement policies</u> from time to time applicable in respect of the Receivables to be included in any Additional Portfolio, providing an explanation of any such change and an assessment of any impact it may have on the new Loans in order for the Servicer to <u>disclose such information, without delay, in the Inside Information and Significant Event Report</u> that will be made available by the Reporting Entity, through the Securitisation Repository, to potential investors in the Notes pursuant to and for the purposes of article 20(10) of the EU Securitisation Regulation and the applicable Technical Standards.>>.
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	20.10. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.	
	STS criteria	SEE RELATED EBA GUIDELINES
	19. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.	
	Verified?	Yes
	PCS Comment	
	This requirement <u>does not apply to consumer loans</u> . See the statement on homogeneity, contained in the Section headed “ <i>DESCRIPTION OF THE TRANSACTION DOCUMENTS - 2. WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements</i> ” sub §(b)(A)(c): <<(…)(c) all Receivables fall (or will fall, as the case may be) within the same asset category of the relevant Regulatory Technical Standards named “credit facilities to individuals for personal, family or household consumption purposes”;>>.	

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	20.10. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.	
	STS criteria	SEE RELATED EBA GUIDELINES
	20. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.	
	Verified?	Yes
	PCS Comment	
	The criterion requires consumer loans or mortgages to have been underwritten in accordance with one of two European Directives. As a general principle, European Directives, in contrast to Regulations, do not have direct and immediate effect but must be implemented into national law, country by country. Therefore, if the assets concerned, as in the case of this transaction, are <u>consumer loans</u> , the relevant Directive is Directive No. 2008/48/EC. The next step is to determine which Italian law transcribed this Directive into local law. PCS assumes, although the Regulation and the EBA Guidelines are silent on this point, that the requirement for mortgages and consumer loans to have been underwritten in compliance with the Directives only applies to assets underwritten after these Directives were transcribed into national law. The implementation in Italy has occurred through inserting a new Article 124-bis in the Italian consolidated banking act.	

	<p>In any case, the Originator has represented that the assessment of the Borrowers' creditworthiness was made in compliance with the requirements set out in article 8 of Directive 2008/48/EC.</p> <p>See section headed "<i>DESCRIPTION OF THE TRANSACTION DOCUMENTS - 2. WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements</i>" sub §(d) where it is represented that:</p> <p><i><<(d) For the purpose of compliance with article 20(10), of the EU Securitisation Regulation, the Originator has represented and warranted that (i) the Receivables comprised in the Initial Portfolio derive, and the Receivables comprised in each Additional Portfolio will derive, from duly executed Loan Agreements which have been (or will be, as the case may be) granted by Creditis in its ordinary course of business, in compliance with underwriting standards that are (or will be, as the case may be) no less stringent than those that the Originator applied (or will apply, as the case may be) at the time of the origination to similar exposures that are not securitised; (ii) Creditis has assessed (or will assess, as the case may be) the Debtors' creditworthiness in compliance with the requirements set out in article 8 of Directive 2008/48/EC; and (iii) Creditis has expertise in originating exposures of a similar nature to those assigned under the Securitisation for at least 5 years.>>.</i></p> <p>On this basis, PCS is in the condition of considering this requirement satisfied.</p>
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	20.10. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.		
	STS criteria		SEE RELATED EBA GUIDELINES
	21. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.		
	Verified?		Yes
	PCS Comment		
<p>See section headed “<i>DESCRIPTION OF THE TRANSACTION DOCUMENTS - 2. WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements</i>” sub §(d)(iii) where it is represented that:</p> <p><i><<(d) (...) (iii) Creditis has expertise in originating exposures of a similar nature to those assigned under the Securitisation for at least 5 years.>>.</i></p> <p>See also section “THE ORIGINATOR AND THE SERVICER – A) History”</p> <p><i><<Creditis was incorporated in 2006 as a wholly owned subsidiary of Banca Carige S.p.A. - Cassa di Risparmio di Genova e Imperia (Banca Carige).</i></p> <p><i>Active since 2008, Creditis is a specialised consumer lender with a product offering consisting of general purpose personal loans, salary and pension backed loans (cessione del quinto dello stipendio e della pensione), delegation of payment loans (delega di pagamento) and revolving credit lines.</i></p> <p><i>Creditis is a consumer credit provider and a financial intermediary (intermediario finanziario) enrolled, since May 2016, in the albo unico degli intermediari finanziari held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act and therefore is subject to monitoring and supervision by the Bank of Italy for prudential and regulatory purposes. Creditis is also enrolled in the register of payment institutions pursuant to article 114-septies of the Consolidated Banking Act under no. 33318.7.>>.</i></p>			

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	20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:	
	STS criteria	
	22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...	
	Verified?	Yes
	PCS Comment	
	<p>See the definitions of "Valuation Date" and "Transfer Date" confirming compliance with this requirement:</p> <p><<Valuation Date means (i) with respect to the Initial Portfolio, hours 23:59 of 17 February 2022, or (ii) with respect to each Additional Portfolio, hours 23:59 of the date indicated as such in the relevant Offer.>></p> <p><<Transfer Date means, in relation to each Portfolio, the date from which the transfer thereof has legal effects, being (i) in respect of the Initial Portfolio, 24 March 2022, and (ii) in respect of each Additional Portfolio, the date on which the Originator receives from the Issuer the Acceptance to the relevant Offer, provided that such date shall in any event fall no later than 30 (thirty) Business Days following the relevant Valuation Date.>>.</p> <p>PCS' view is that any period of up to three and a half months or less between pool cut date and closing will meet the requirements of the criterion. This is in line with market standards.</p> <p>The definition of Valuation Date specifies that the selection of the Receivables is made no more than 30 Business Days before the relevant transfer. This clearly meets the requirement.</p>	
23	STS criteria	SEE RELATED EBA GUIDELINES
	23. And shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...	
	Verified?	Yes
	PCS Comment	
	<p>See section headed "DESCRIPTION OF THE TRANSACTION DOCUMENTS - 2. WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements" sub §(e) where it is represented that:</p> <p><<(e) For the purpose of compliance with article 20(11) of the EU Securitisation Regulation, 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 each Additional Portfolio will not, include Receivables qualified as <u>exposures in default within the meaning of article 178, paragraph 1, of the CRR</u> or as exposures to a credit-impaired debtor or guarantor, who, to the best of Creditis' knowledge:</p> <p>(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 date of transfer of the underlying exposures to the Issuer;</p> <p>(ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history; or</p> <p>(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 Creditis which have not been assigned under the Securitisation.>>.</p>	

24	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	<p>20.11. The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:</p> <p>(a) 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 date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <ul style="list-style-type: none"> (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring; <p>(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or</p> <p>(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not be made is significantly higher than for comparable exposures held by the originator which are not securitised.</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	24. Or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:	
	Verified?	Yes
	PCS Comment	
	<p>See section headed “DESCRIPTION OF THE TRANSACTION DOCUMENTS - 2. WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements” sub §(e) where it is represented that:</p> <p><<(e) For the purpose of compliance with article 20(11) of the EU Securitisation Regulation, 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 each Additional Portfolio will not, include Receivables qualified as exposures in default within the meaning of article 178, paragraph 1, of the CRR <u>or as exposures to a credit-impaired debtor or guarantor, who, to the best of Creditis' knowledge:</u></p> <ul style="list-style-type: none"> (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 date of transfer of the underlying exposures to the Issuer; (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 Creditis which have not been assigned under the Securitisation.>>. <p>The note below applies to points from 24 to 29.</p> <p>Although the text of the STS Regulation is quite vague, the EBA guidelines on defining “credit impaired” debtors are very helpful.</p> <p>For PCS, the key points of the EBA guidelines on this issue are:</p> <ul style="list-style-type: none"> a. <u>First</u> that the three listed conditions of credit impaired status (set out in article 20.11 (a) to (c) of the Regulation) amount to a full definition of what it means to be “credit impaired”. So that it is not necessary to reflect at what the term “credit impaired” could mean above and beyond those three items. 	

	<p>b. <u>Secondly</u>, in relation to entries in a credit registry, the EBA is very clear that the criterion should not be interpreted as excluding debtors with any entry on a credit registry. Providing further guidance, the example given in the EBA Guidelines of a credit registry entry that would not be indicative of a “credit impaired” debtor is the example of a failure to pay that can “reasonably be ignored” for the purposes of credit assessment.</p> <p>Therefore, the criterion, to be met, does not require the elimination from the pool of all debtors with any negative entry in a credit registry but only those whose entries it would not be reasonable to ignore for the purposes of credit assessments.</p> <p>Absent any further clarification from the EBA or a national competent authority regarding what it is reasonable to ignore, a judgement would still be necessary in cases where the originator does include in the pool some debtors with some negative entries in a credit registry.</p> <p>In making this judgement, PCS takes comfort from the intent of the legislators – including, crucially, the legislators’ belief that the STS Regulation was justified by the excellent performance of most “plain vanilla” European securitisation. It is clear to PCS that the “credit impaired” prohibition is driven by the desire of legislators to exclude from the STS category deals generally coming under the definition of “sub-prime”. Therefore, it is unreasonable to refuse STS status to a transaction considered by universal consensus to be a “prime/plain vanilla” transaction with no “sub-prime” aspects. Indeed, this approach seems to be the rationale behind the EBA Guidelines on this matter.</p> <p>To determine whether this requirement is met, PCS has discussed this matter with the Originator and uses its knowledge of the market and market stakeholders as well as the explicit statements made in the prospectus and transaction documentation.</p> <p>c. <u>Thirdly</u>, the EBA Guidelines on guaranteed obligations make it clear that the criterion is met so long as either the debtor or the guarantor are not “credit impaired”.</p>						
25	<p>STS criteria</p> <p>25.(a) 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.</p> <table border="1"> <tr> <td>Verified?</td><td>Yes</td></tr> <tr> <td colspan="2">PCS Comment</td></tr> <tr> <td colspan="2">See point 24 above.</td></tr> </table>	Verified?	Yes	PCS Comment		See point 24 above.	
Verified?	Yes						
PCS Comment							
See point 24 above.							
26	<p>STS criteria</p> <p>26. Or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p> <p>SEE RELATED EBA GUIDELINES</p> <table border="1"> <tr> <td>Verified?</td><td>Yes</td></tr> <tr> <td colspan="2">PCS Comment</td></tr> <tr> <td colspan="2">See point 24 above.</td></tr> </table>	Verified?	Yes	PCS Comment		See point 24 above.	
Verified?	Yes						
PCS Comment							
See point 24 above.							
27	<p>STS criteria</p> <p>27. (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and</p> <table border="1"> <tr> <td>Verified?</td><td>Yes</td></tr> <tr> <td colspan="2">PCS Comment</td></tr> </table>	Verified?	Yes	PCS Comment			
Verified?	Yes						
PCS Comment							

	See point 24 above: there's no exception to the absence of Borrowers with restructured debts.	
28	STS criteria	
	28. (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;	
	Verified?	Yes
	PCS Comment	
	See point 24 above: there's no exception to the absence of Borrowers with restructured debts.	
29	STS criteria	SEE RELATED EBA GUIDELINES
	29. (b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender;	
	Verified?	Yes
	PCS Comment	
	See point 24 above.	
30	STS criteria	SEE RELATED EBA GUIDELINES
	30. (c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.	
	Verified?	Yes
	PCS Comment	
	See point 24 above.	

31	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
	20.12. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.	
	STS criteria	SEE RELATED EBA GUIDELINES
	31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.	
	Verified?	Yes
	PCS Comment	
	<p>The rationale of this requirement, as highlighted in the EBA guidelines, is to minimise the extent to which investors are required to analyse and assess fraud and operational risk.</p> <p>A large portion of the Initial Portfolio comprises Receivables for which a specific first payment has been made. For these Receivables the assessment of compliance with this requirement is straightforward.</p> <p>A residual portion of the Portfolio, originated more recently, comprises Receivables for which a specific first payment has not yet been done. However, the reasoning for considering this requirement satisfied is based on the rationale of this STS provision and on an analysis of the specific type of assets. More in particular, those Receivables are to be paid by entities (defined as Eligible Entities or Eligible Pension Authorities) that have already made a significant amount of payments to the Originator in the recent past in respect of similar loans and in compliance with well-tested and reliable procedures. It is to be considered that the normal way of repayment of salary/pension backed receivables is through payments made by the relevant employer or pension authority and not directly by the borrower: under the relevant loan documentation, the payor is the relevant employer or pension fund and payments directly by the Borrower occur just in some exceptional cases.</p> <p>PCS' due diligence confirmed that the employer/pension funds defined as "Eligible Employers" and "Eligible Pension Authorities" <u>have already made to the Originator a high number of payments in relation to other loans backed by salary/pension assignment or delegation, similar to those included in this transaction</u>. This is confirmed in "Historical Performance Data", where it's stated that <<With regard to the Eligible Pension Authorities and the Eligible Employers, these historical data show that such Eligible Pension Authorities and Eligible Employers <u>have already paid to the Originator the required instalments for several debtors of similar loans in the recent years.</u>>>.</p> <p>Then, contractually, it is provided that the Originator, in respect of the Receivables that are payable by such "Eligible Employers" and "Eligible Pension Authorities" (being entities that have already made several payments in the past) must have received the "<i>benestare</i>", that is an express consent issued by those entities, based on the loan documentation received, and in compliance with an agreed procedure.</p> <p>On this matter, see also the criterion §(j) in Section "TRANSACTION OVERVIEW – Common Criteria", requiring that:</p> <p><<(j) <i>alternatively:</i></p> <p>(i) <i>with reference to the Receivables arising from Loans assisted by the Salary Assignment of the pension owed by Eligible Pension Authority or Payment Delegation to an Eligible Employer, at least one Instalment, including a principal component and an interest component, <u>has been paid</u> or, in the absence of such payment, the relevant Salary Assignment or Payment Delegation has been notified to the Eligible Pension Authority or Eligible Employer, as the case may be, and <u>accepted by it by giving its consent (benestare)</u>; or</i></p> <p>(ii) <i>with reference to the other Receivables, at least one Instalment, including a principal component and an interest component, <u>has been paid</u>;>> .</i></p> <p>Based on the above, PCS' view is that in this transaction this requirement is satisfied in relation to the whole Portfolio, including those Receivables for which an actual specific first payment has not yet been received by the Originator as at the relevant Valuation Date.</p> <p>In addition, in the specific case, all the Eligible Employers and Eligible Pension Authorities are public entities and part of the Italian public administration. Further, the Originator has also represented that in respect of these Loans, the payment of the first instalment will be made in any event no later than 120 days following the giving of the said consent (<i>benestare</i>) see R&W in §2.2(f) in Section 2. WARRANTY AND INDEMNITY AGREEMENT – Representations and warranties given by the Originator).</p>	

32	Legislative text – Article 20 - Requirements relating to simplicity	GO TO TABLE OF CONTENTS
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33	20.13. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures. This shall not prevent such assets from being subsequently rolled-over or refinanced. The repayment of the holders of the securitisation positions whose underlying exposures are secured by assets the value of which is guaranteed or fully mitigated by a repurchase obligation by the seller of the assets securing the underlying exposures or by another third party shall not be considered to depend on the sale of assets securing those underlying exposures.	
	STS criteria	SEE RELATED EBA GUIDELINES
	32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.	
	Verified?	Yes
	PCS Comment	
	The Loan Agreements are consumer loans whose repayment is not dependent on the sale of a specific asset. See the R&W in §2.5(f) of Section 2. WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements <<(f) For the purpose of compliance with article 20(13), of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that each Loan Agreement provides for an amortising plan with 12 (twelve) Instalments in each calendar year. In addition, as the Receivables arise from unsecured Loan Agreements, there are no security interests over any specified asset securing the Receivables; therefore, the repayment of the Notes has not been structured to depend predominantly on the sale of any such asset.>>. See Common Criteria §(i) confirming that the receivables arise from loans that have an agreed amortisation plan: <<(i) the relevant amortisation plan agreed with the relevant Debtor at the inception/disbursement of the Loan provides for the payment of both interest and principal components, with equal monthly instalments with a fixed interest rate, provided that the monthly instalments can be reduced/rescheduled due to events such as maternity leave etc.. as provided for under the relevant loan agreement and/or pursuant to the applicable law;>>. In the light of the above, PCS is sufficiently satisfied that the repayment of the Notes has not been structured to depend on the sale of any asset.	
33	Legislative text – Article 21 - Requirements relating to standardisation	
	GO TO TABLE OF CONTENTS	
	21.1. The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	
	STS criteria	SEE RELATED EBA GUIDELINES
	33.The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.	
	Verified?	Yes
	PCS Comment	
	See “TRANSACTION OVERVIEW - Retention holder and retention requirements”. <<(…) As at the Issue Date, such retention will consist of an interest in 5 per cent. of the principal amount of each Class of Notes in accordance with article 6(3)(a) of the EU Securitisation Regulation (…)>>. See also the Section headed “RISK RETENTION AND TRANSPARENCY REQUIREMENTS”.	

34	Legislative text – Article 21 - Requirements relating to standardisation	GO TO TABLE OF CONTENTS
	21.2. The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.	
	STS criteria	SEE RELATED EBA GUIDELINES
	34. The interest rate...risks arising from the securitisation shall be appropriately mitigated.	
	Verified?	Yes
	PCS Comment	
	<p>See "TRANSACTION OVERVIEW - Cap Agreement": where the following statement is included: <<Cap Agreement - On or about the Issue Date, the Issuer has entered into an interest rate cap agreement with the Cap Counterparty (the Cap Agreement) pursuant to which the Issuer and the Cap Counterparty have entered into an interest rate cap transaction (the Cap Transaction). The Cap Agreement comprises a 2002 ISDA Master Agreement and Schedule thereto, a 1995 ISDA Credit Support Annex thereto (the Credit Support Annex) and the Cap Transaction. The Issuer has entered into the Cap Transaction in order to hedge its floating interest rate exposure in relation to the Listed Notes (other than the Class X Notes).>>.</p> <p>Clearly and explicitly, "appropriate" hedging does not require "perfect" hedging. This is confirmed by the EBA Guidelines which require the hedges to cover a "major share" of the risk from an "economic perspective". However, the definition of "appropriate" hedging or a "major share" of the risk will always contain an element of subjectivity and must be analysed on a case by case basis.</p> <p>The fact that the Regulation was crafted by the legislators to recognise existing high-quality European securitisations rather than raise the bar to a level not previously encountered, together with the common-sense approach of the EBA, leads to the conclusion that transactions considered adequately hedged by common investor and rating agency consensus should be held to meet this criterion.</p> <p>This still requires an analysis of the matter. Since PCS is not a quantitative analysis provider or a credit rating agency, our verification is based on a second-hand analysis which focuses on:</p> <ul style="list-style-type: none"> • A statement in the Prospectus or other document setting out the boundary conditions of the hedging. This should state in effect how far the hedging stretches and under what scenario's it will break. For example, if interbank rates rise above X%. This will provide a common-sense feel for whether, at first glance, the hedging is reasonable. • Risk Factors section of the prospectus to check that no statements refer to the risks of "unhedged positions". This is based on the legal requirement to disclose any relevant information to investors. If the originator or its advisers believed that the hedging in a transaction was unusually light, this should be disclosed in the Risk Section. • The "pre-sale" report from a recognised credit rating agency (if used) so as to identify any issues with hedging. Again, rating agencies as credit specialists should highlight in their analysis any substantial and unusual hedging risks. <p><i>In the case of this Transaction, and also based on the analysis above, we note the following elements:</i></p> <ul style="list-style-type: none"> • the Notes accrue interest based on a floating rate of interest • the Class R Notes accrue a variable return • interest payable by Borrowers on the Loans is calculated on the basis of a fixed interest rate (see Common Criteria, §(i)). <p>The following acknowledgement in respect of the Cap Agreement is also noted:</p> <p><<Cap Agreement - Under the Intercreditor Agreement, the Originator and the Issuer have acknowledged and agreed that the interest rate risk arising from the mismatch between the interest rate applicable on the Loans and the Listed Notes is appropriately mitigated through the Cap Agreement pursuant to article 21(2) of the EU Securitisation Regulation.>>.</p> <p>It is also noted that the transaction Legal Counsel issued a legal opinion on the hedging documentation.</p> <p><i>In the light of the above, we note that the potential mismatch of interest rates for the more senior classes of Notes is hedged through a Cap Agreement.</i></p> <p><i>Further, we note that the possible liquidity risks are mitigated, in respect of the Class A Notes down to the Class D Notes, through the establishment of a Cash Reserve (see "Liquidity and credit risk arising from any delay or default in payment by the Debtors, the Employers, the Pension Authorities and the Pension Funds may impact the timely and full payment due under the Notes").</i></p>	

35	STS criteria	SEE RELATED EBA GUIDELINES
	35. Currency risks arising from the securitisation shall be appropriately mitigated.	
	Verified?	Yes
	PCS Comment	
	<p>See the Common Criteria, §(c) where it is required that the Receivables <<(c) are denominated in Euro and do not contain any provision allowing for the conversion in another currency;>>.</p> <p>The Notes are denominated in Euro (see Condition 3.1 (<i>Denomination</i>)).</p> <p>See also the definition of “Basic Terms Modification” in Article 2 of the Rules, which includes <<(e) a modification which would have the effect of altering the currency of payment of any Class of Notes or any alteration of the date of redemption or priority of any Class of Notes;>>.</p> <p>Therefore, on this basis and in the absence of any currency mismatch, PCS’ view is that no currency hedging is necessary.</p>	
36	STS criteria	SEE RELATED EBA GUIDELINES
	36. Any measures taken to that effect shall be disclosed.	
	Verified?	Yes
	PCS Comment	
	See points 34 and 35 above.	

37	Legislative text – Article 21 - Requirements relating to standardisation	GO TO TABLE OF CONTENTS
	<p>21.2. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives.</p> <p>Those derivatives shall be underwritten and documented according to common standards in international finance.</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...	
	Verified?	Yes
	PCS Comment	
	<p>We note that no other derivative contract is currently entered into by the Issuer in the context of this transaction.</p> <p>Further, a specific covenant is included in the Terms and Conditions to address this requirement:</p> <p>See Condition 5.14 (<i>Covenants - Derivatives</i>), where it is provided << For so long as any amount remains outstanding in respect of the Notes of any Class, the Issuer shall not, save with prior written consent of the Representative of the Noteholders or as expressly provided in or contemplated by any of the Transaction Documents: (...) enter into derivative contracts save as expressly permitted by article 21(2) of the EU Securitisation Regulation; (...)>>.</p>	

<p>We also note that the definition of “Eligible Investments” prohibits the inclusion <<actually or potentially, of (i) credit linked notes or similar claims resulting from the transfer of credit risk by means of credit derivatives nor may any amount available to the Issuer in the context of the Securitisation otherwise be invested in any such instruments at any time, or (ii) asset-backed securities, irrespective of their subordination, status or ranking, or (iii) tranches of other ABSs, credit-linked notes swaps, other derivatives instruments, or synthetic securities or any other instrument from time to time specified in the European Central Bank monetary policy regulations applicable from time to time, or (iv) any instrument not considered to be a “cash equivalent” for purposes of the Volcker Rule.>>.</p> <p>This requirement relates to the current structure of the transaction and to the future possibility that the relevant issuer enters into derivatives.</p> <p>PCS has noticed the current absence of derivatives other than under the Cap Agreement and the presence of specific covenants addressing this requirement.</p>	
38	<p>STS criteria SEE RELATED EBA GUIDELINES</p> <p>38. ...Shall ensure that the pool of underlying exposures does not include derivatives.</p> <p>Verified? Yes</p> <p>PCS Comment</p> <p>See section headed “DESCRIPTION OF THE TRANSACTION DOCUMENTS - 2. WARRANTY AND INDEMNITY AGREEMENT - 2.5 Compliance with certain EU STS Requirements” sub §(g) where it is represented that:</p> <p><<(g) For the purpose of compliance with article 21(2) of the EU Securitisation Regulation, the Originator has represented and warranted that, as at the relevant Transfer Date, the Initial Portfolio does not comprise, and each Additional Portfolio will not comprise, any derivative.>>.</p> <p>Further, the Common Criteria (see TRANSACTION OVERVIEW) do not permit the inclusion of derivatives.</p>
39	<p>STS criteria SEE RELATED EBA GUIDELINES</p> <p>39. Those derivatives shall be underwritten and documented according to common standards in international finance.</p> <p>Verified? Yes</p> <p>PCS Comment</p> <p>See “TRANSACTION OVERVIEW –Cap Agreement”, where it is specified that the Cap Agreement is entered into in the form of ISDA documentation, which clearly meets this requirement.</p>
40	<p>Legislative text – Article 21 - Requirements relating to standardisation GO TO TABLE OF CONTENTS</p> <p>21.3. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and shall not reference complex formulae or derivatives.</p> <p>STS criteria SEE RELATED EBA GUIDELINES</p> <p>40. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds and shall not reference complex formulae or derivatives.</p> <p>Verified? Yes</p> <p>PCS Comment</p>

<p>As for <u>assets</u>:</p> <ul style="list-style-type: none"> Interest payable by Borrowers on the Loans is calculated on the basis of a fixed rate of interest (see Common Criteria, §(i)). <p>As for <u>liabilities</u>:</p> <ul style="list-style-type: none"> the Notes (other than the Class R Notes) accrue interest based on a Euribor floating rate of interest and margin; the Class R Notes accrue a variable return (Residual Payments). <p><i>Based on the above, PCS is prepared to verify that this criterion is satisfied.</i></p>
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41	Legislative text – Article 21 - Requirements relating to standardisation	GO TO TABLE OF CONTENTS
	<p>21.4. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p> <p>(b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p> <p>(c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and</p> <p>(d) No provisions shall require automatic liquidation of the underlying exposures at market value.</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	<p>41. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p>	
	Verified?	Yes
	<p>PCS Comment</p> <p>See Condition 12.2(b) (Consequences of delivery of Trigger Notice):</p> <p><i><<(b) Following the delivery of a Trigger Notice, no amount of cash shall be trapped in the Issuer 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-Enforcement 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.>>.</i></p> <p>See also Post-Enforcement Priority of Payments (in TRANSACTION OVERVIEW and Condition 6.3 of Terms and Conditions of the Notes), items from (i) to (vi).</p> <p>We note that in a Post-Enforcement scenario, no amount of cash shall be trapped in the Issuer beyond what is necessary to ensure the payment of costs, senior fees and expenses or repayment of Collateral.</p> <p><i>Based on the above, PCS considers this requirement satisfied.</i></p>	
42	STS criteria	SEE RELATED EBA GUIDELINES
	<p>42. (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p>	

	Verified?	Yes
	PCS Comment	
	<p>We note that the “Post-Enforcement Priority of Payments”, applicable in a post enforcement scenario, contemplates only sequential payments (see items from seventh onwards) <i>In a pre-enforcement scenario, on the other hand, the repayment is made Pro-Rata.</i></p> <p><i>On this basis, PCS is prepared to verify this requirement.</i></p>	
43	STS criteria	
	43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	
	Verified?	Yes
	PCS Comment	
	See point 42 above.	
44	STS criteria	SEE RELATED EBA GUIDELINES
	44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.	
	Verified?	Yes
	PCS Comment	
	<p>See Condition 13.3 (Sale of Portfolio) in TERMS AND CONDITIONS OF THE NOTES, which regulates the disposal of the Aggregate Portfolio in a post enforcement scenario. This Condition 13.3 also contains the following provision:</p> <p><<(…) <i>It remains understood that no provisions of the Transaction Documents shall require the automatic liquidation of the Aggregate Portfolio or any part thereof pursuant to article 21(4)(d) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.</i>>>.</p>	
45	Legislative text – Article 21 - Requirements relating to standardisation	GO TO TABLE OF CONTENTS
	21.5. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.	
	STS criteria	SEE RELATED EBA GUIDELINES
	45. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.	
	Verified?	Yes
	PCS Comment	

	<p>The first step in analysing this criterion is to determine whether the transaction features non-sequential priorities of payment.</p> <p>This is not the case for this transaction and therefore this requirement does not apply.</p> <p>Further, we note that in the post-enforcement PoP (and subject to what specified in the Section “Ranking, status and subordination” of the TRANSACTION OVERVIEW in respect of Class D and Class X Notes) payments are made sequentially (see Condition 6.3 (Post-enforcement Priority of Payments) and therefore this requirement is satisfied.</p> <p>See also Section headed “USE OF PROCEEDS” confirming that the Class X Notes are not used for the purchase of the Portfolio.</p>
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46	Legislative text – Article 21 - Requirements relating to standardisation	GO TO TABLE OF CONTENTS
	<p>21.6. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <p>(a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;</p> <p>(b) the occurrence of an insolvency-related event with regard to the originator or the servicer;</p> <p>(c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);</p> <p>(d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	<p>46. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p>	
	Verified?	Yes
	PCS Comment	
	<p>This provision applies to transactions with a revolving period.</p> <p>This transaction contemplates a revolving period that may terminate upon the occurrence of a Purchase Termination Event.</p> <p>After the service of a Purchase Termination Notice, the Issuer shall refrain from purchasing any Additional Portfolios under the Master Receivables Purchase Agreement.</p> <p>See “TRANSACTION OVERVIEW - Purchase Termination Events”.</p>	
47	STS criteria	SEE RELATED EBA GUIDELINES
	<p>47. (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;</p>	
	Verified?	Yes
	PCS Comment	
	<p>See the following Purchase Termination Event:</p> <ul style="list-style-type: none"> Performance Event 	
48	STS criteria	SEE RELATED EBA GUIDELINES

	48. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;	
	Verified?	Yes
	PCS Comment	
	<p>See the following Purchase Termination Events:</p> <ul style="list-style-type: none"> • Insolvency of the Originator (which also includes insolvency of a different Servicer) • Winding up of the Originator or the different Servicer • Termination or withdrawal of the Originator's appointment as Servicer. 	
49	STS criteria SEE RELATED EBA GUIDELINES	
	49. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);	
	Verified?	Yes
	PCS Comment	
50	STS criteria SEE RELATED EBA GUIDELINES	
	50. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).	
	Verified?	Yes
	PCS Comment	
51	Legislative text – <i>Article 21 - Requirements relating to standardisation</i> GO TO TABLE OF CONTENTS	
	<p>21.7. The transaction documentation shall clearly specify:</p> <p>(a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;</p> <p>(b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and</p> <p>(c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.</p>	
	STS criteria SEE RELATED EBA GUIDELINES	

	<p>51. The transaction documentation shall clearly specify: (a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;</p>
	<p>Verified? Yes</p>
	<p>PCS Comment</p>
	<p>For the <u>Servicer</u>, see the description of the Servicing Agreement contained in Section “3. SERVICING AGREEMENT”.</p> <p>For the <u>Representative of the Noteholders</u> (that performs fiduciary services for the secured creditors, similarly to a trustee), see the “Rules of the Organisation of the Noteholders”, Article 26 (<i>Duties and powers of the Representative of the Noteholders</i>). See also the description of the Mandate Agreement contained in Section “8. MANDATE AGREEMENT” and, in particular:</p> <p><i><<Pursuant to the Mandate Agreement entered into on or about the Issue Date, the Representative of the Noteholders has been empowered, subject to the delivery of a Trigger Notice or upon failure by the Issuer to exercise its rights under the Transaction Documents, and fulfilment of certain other conditions, 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. (...)>>.</i></p>
52	<p>STS criteria SEE RELATED EBA GUIDELINES</p>
	<p>52. (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and</p>
	<p>Verified? Yes</p>
	<p>PCS Comment</p>
	<p>See the description of the Back-up Servicer Facilitator contained in Section “5. CASH ALLOCATION, MANAGEMENT AND PAYMENTS AGREEMENT - Appointment of the Back-up Servicer Facilitator”.</p> <p>In “Termination of the appointment of the Servicer” it is also stated that <i><<The outgoing Servicer shall continue to perform its services under the Servicing Agreement until the date on which the replacement of the Servicer with the Substitute Servicer.>>.</i></p> <p>See also the Risk Factor headed “The ability of the Issuer to meet its obligations under the Notes is dependent on the performance of the Servicer”, which contains the following statement:</p> <p><i><<Following the occurrence of a Servicer Termination Event under the Servicing Agreement, the performance of the Servicer’s obligations under the Servicing Agreement will be carried out by a Substitute Servicer to be identified by the Issuer, with the support of the Back-up Servicer Facilitator, provided that the outgoing Servicer shall continue to perform its services under the Servicing Agreement until the date on which the replacement of the Servicer with the Substitute Servicer becomes effective. >>.</i></p>
53	<p>STS criteria SEE RELATED EBA GUIDELINES</p>
	<p>53. (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.</p>
	<p>Verified? Yes</p>
	<p>PCS Comment</p>
	<p>In respect of the replacement of the Cap Provider: see “11. THE CAP AGREEMENT” and, in particular, the sub-section headed “<i>Early termination of the Cap Agreement</i>”.</p> <p>This section summarises the provisions of the Cap Agreement, including the relevant early termination events and the procedure for the replacement of the Cap Counterparty.</p> <p>We also note the statement contained in the Intercreditor Agreement (see relevant description contained in the Prospectus) that <i><<Under the Intercreditor Agreement it is provided that, if the Cap Transaction is terminated early and no Trigger Event has occurred, the Issuer will use its best endeavours to replace the Cap Transaction with a replacement cap counterparty on substantially the same terms as the Cap Agreement. However, there is no assurance that a replacement interest rate cap could be found and, upon such termination, the Issuer may be liable to make a termination payment. If the Issuer does not enter into a replacement interest rate cap, or is required to make a termination payment, it may have insufficient funds to make payments due on the Notes. >></i></p>

	In respect of the replacement of the account banks: see statement in the description of the “6. CASH ALLOCATION, MANAGEMENT AND PAYMENTS AGREEMENT” that <<Upon the resignation by or termination of the appointment of any of the Agents, the Issuer shall, with the prior written consent of the Representative of the Noteholders and prior notice to the Rating Agencies, appoint a relevant successor (which, in the case of the Account Bank and the Paying Agent, must be an Eligible Institution), provided that no resignation or termination of the appointment of any of the Agents shall take effect until the relevant successor has been appointed.>>.
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54	Legislative text – Article 21 - Requirements relating to standardisation	GO TO TABLE OF CONTENTS
	21.8. The servicer shall have expertise in servicing exposures of a similar nature to those securitised and shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	
	STS criteria	SEE RELATED EBA GUIDELINES
	54. The servicer shall have expertise in servicing exposures of a similar nature to those securitised	
	Verified?	Yes
	PCS Comment	
	<p>The Servicer is Creditis that is a financial intermediary authorised in Italy.</p> <p>As such, it is an entity that is subject to prudential and capital regulation and supervision in the European Union, as required by EBA Guidelines, §72(a).</p> <p>See also “THE ORIGINATOR AND THE SERVICER” subsection “A) History” where it is stated that: <<(…) Creditis is a consumer credit provider and a financial intermediary (intermediario finanziario) enrolled, since May 2016, in the albo unico degli intermediari finanziari held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act and therefore is subject to monitoring and supervision by the Bank of Italy for prudential and regulatory purposes. Creditis is also enrolled in the register of payment institutions pursuant to article 114-septies of the Consolidated Banking Act under no. 33318.7.>>.</p> <p>See also subsection “C) Lending Activities” where it is stated that: <<(…) Creditis is specialised in the field of personal loans since 2008 and therefore has a long experience and expertise in originating and servicing exposures of a similar nature to those assigned to the Issuer in the context of this transaction. Creditis has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures.>></p> <p>See also the description of the Servicing Agreement in Section “3. SERVICING AGREEMENT”, where it is stated that: <<Servicer’s expertise - remedies and actions related to delinquency and default of a debtor - For the purpose of compliance with article 21(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 those securitised for more than 5 (five) 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, any substitute servicer shall have expertise in servicing exposures of a similar nature to those securitised and 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.>>.</p>	
55	STS criteria	SEE RELATED EBA GUIDELINES
	55. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.	
	Verified?	Yes
	PCS Comment	
	<p>See point 54 above.</p> <p>See also policies/procedures described in “CREDIT AND COLLECTION POLICIES”.</p>	

	<p>See also the section containing the description of the Servicing Agreement in Section “3. SERVICING AGREEMENT - Amendments and Settlement Agreements”.</p> <p><i>The EBA Guidelines specify that the relevant servicer should be considered to have the requisite elements of the criterion if it is “an entity that is subject to prudential and capital regulation and supervision in the Union”.</i></p> <p><i>This requirement is certainly met by Creditis, as confirmed in the statements contained in the sections mentioned in point 54 and above.</i></p>
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56	Legislative text – Article 21 - Requirements relating to standardisation GO TO TABLE OF CONTENTS
	<p>21.9. The transaction documentation shall 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.</p>
	STS criteria SEE RELATED EBA GUIDELINES
	<p>56. The transaction documentation shall set out in clear and consistent terms definitions</p>
	Verified? Yes
	PCS Comment
	<p>See point 54 above. See also policies/procedures set out in in “CREDIT AND COLLECTION POLICIES” and in Annex 1 of the Servicing Agreement.</p> <p>PCS has reviewed the relevant documents to satisfy itself that this requirement is met.</p>
57	STS criteria SEE RELATED EBA GUIDELINES
	<p>57. The transaction documentation shall set out in clear and consistent terms, 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.</p>
	Verified? Yes
	PCS Comment
	<p>See point 56 above.</p> <p>PCS has reviewed the relevant documents to satisfy itself that this requirement is met.</p>

58	Legislative text – Article 21 - Requirements relating to standardisation GO TO TABLE OF CONTENTS
	<p>21.9. The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.</p>
	STS criteria
	<p>58. The transaction documentation shall clearly specify the priorities of payment,</p>
	Verified? Yes
	PCS Comment

	<p>See “Priority of Payments” in “TRANSACTION OVERVIEW” and the same provisions as contained in Condition 6 of the “TERMS AND CONDITIONS OF THE NOTES”.</p> <p>See in particular: Condition 6.1 (<i>Pre-Enforcement Interest Priority of Payments</i>), Condition 6.2 (<i>Pre-Enforcement Principal Priority of Payments</i>) and Condition 6.3 (<i>Post-Enforcement Priority of Payments</i>).</p> <p>PCS has reviewed the relevant documents to satisfy itself that this requirement is met.</p>				
59	<p>STS criteria</p> <p>59. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.</p> <table border="1"> <tr> <td>Verified?</td><td>Yes</td></tr> <tr> <td>PCS Comment</td><td></td></tr> </table> <p>See Condition 12 setting out the Trigger Events that trigger changes in the PoP to be applied.</p> <p>See also the definition of Purchase Termination Event. The delivery of a Purchase Termination Notice triggers the end of the Revolving Period.</p> <p>PCS has reviewed the relevant documents to satisfy itself that this requirement is met.</p>	Verified?	Yes	PCS Comment	
Verified?	Yes				
PCS Comment					
60	<p>STS criteria</p> <p>60. The transaction documentation shall clearly specify the obligation to report such events.</p> <table border="1"> <tr> <td>Verified?</td><td>Yes</td></tr> <tr> <td>PCS Comment</td><td></td></tr> </table> <p>See “RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements”, §(d)</p> <p>See also the definition of “Inside Information and Significant Event Report”: <i><<means the report containing the information set out in points (f) and (g) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation (including, inter alia, any material change of the Priority of Payments and of the credit policies relating to the Receivables to be included in any Additional Portfolio and the occurrence of any Purchase Termination Event or any Trigger Event), to be prepared and delivered by the Originator in accordance with the Intercreditor Agreement.>>.</i></p> <p>This is a future event. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</p> <p>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting, at the same time, that the absence of any such covenant – although possibly unsettling for some investors - would not invalidate the STS status of the transaction at closing.</p> <p>PCS notes the existence of such covenant in the Prospectus.</p>	Verified?	Yes	PCS Comment	
Verified?	Yes				
PCS Comment					
61	<p>STS criteria</p> <p>61. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.</p> <table border="1"> <tr> <td>Verified?</td><td>Yes</td></tr> <tr> <td>PCS Comment</td><td></td></tr> </table> <p>This criterion requires notification to investors of events occurring in the future. Therefore, this criterion is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</p>	Verified?	Yes	PCS Comment	
Verified?	Yes				
PCS Comment					

	<p>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement.</p> <p>PCS has identified the existence of such a covenant (see definition of Inside Information and Significant Event Report) and its attention has also been drawn to the fact that, since the notes are listed on the Luxembourg Stock Exchange, there is also an obligation to inform investors of events of this nature in accordance with the relevant listing rules.</p>
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62	Legislative text – Article 21 - Requirements relating to standardisation GO TO TABLE OF CONTENTS
	<p>21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.</p>
	STS criteria SEE RELATED EBA GUIDELINES
	<p>62. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders</p>
	Verified? Yes
	PCS Comment
	<p>See “Rules of the Organisation of the Noteholders” included as an Exhibit 1 to the Terms and Conditions of the Notes.</p> <p>(a) the method for calling meetings: as for method, see Article 6.1 (<i>Notice of meeting</i>) and 5.3 (<i>Time and place of the Meeting</i>)</p> <p>(b) the maximum timeframe for setting up a meeting: Article 6.1 (<i>Notice of meeting</i>) and 9 (<i>Adjournment for lack of quorum</i>)</p> <p>(c) the required quorum: Article 8 (<i>Quorum</i>)</p> <p>(d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision: Article 8.2 (<i>Passing of a Resolution</i>)</p> <p>(e) where applicable, a location for the meetings which should be in the EU. Article 5.4(e), 6.1 and 10 (<i>Adjourned Meeting</i>).</p> <p>Although the wording of the Regulation as to what constitutes the “facilitation of timely resolution of conflicts” is quite vague, the EBA Guidelines have helpfully set out the five minimum requirements that the documents should contain to meet this criterion.</p> <p>PCS has reviewed the underlying documents and verified that all the five requirements above are indeed present.</p>

63	Legislative text – Article 21 - Requirements relating to standardisation GO TO TABLE OF CONTENTS
	<p>21.10. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.</p>
	STS criteria SEE RELATED EBA GUIDELINES
	<p>63. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.</p>
	Verified? Yes

PCS Comment	
A role similar to the one of the trustee, as entity with fiduciary duties to investors and SPV's creditors, is carried out by the Representative of the Noteholders.	
As for its responsibilities and duties, see the "Rules of the Organisation of the Noteholders", Article 26 (Duties and Powers of the Representative of the Noteholders).	
See also point 51 above.	

64	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	22.1. The originator and the sponsor shall make available 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, to potential investors before pricing. Those data shall cover a period no shorter than five years.	
	STS criteria	SEE RELATED EBA GUIDELINES
	64. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised,	
	Verified?	Yes
65	PCS Comment	
	See "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements", §(a): <<As to pre-pricing information, the Originator has represented and warranted to the Issuer, the Representative of the Noteholders and the other Parties that: (a) for the purposes of compliance with article 22(1) of the EU Securitisation Regulation, (i) it has made available to potential investors in the Notes 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, provided that such data cover a period of at least 5 (five) years, and (ii) as initial holder of part of the principal amount of the Listed Notes and the whole principal amount of the Class R Notes, it has been in possession, before pricing, of 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, provided that such data cover a period of at least 5 (five) years; (...)>>.	
	STS criteria	SEE RELATED EBA GUIDELINES
	65. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.	
	Verified?	Yes
66	PCS Comment	
	See point 64 above.	
	STS criteria	SEE RELATED EBA GUIDELINES
	66. Those data shall cover a period no shorter than five years.	
	Verified?	Yes
66	PCS Comment	

	See point 64 above.
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67	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	22.2. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate.	
	STS criteria	SEE RELATED EBA GUIDELINES
	67. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party,	
	Verified?	Yes
	PCS Comment	
	<p>See statement in “THE AGGREGATE PORTFOLIO”, subsection “Pool Audit” confirming that:</p> <p><<Pool Audit</p> <p><i>Pursuant to article 22(2) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria, an appropriate and independent party has verified prior to the Issue Date (i) on a statistical basis, the integrity and referentiality of the information provided in the documentation and in the IT systems in respect of each selected position of a representative sample of a provisional portfolio substantially in final form from which the Initial Portfolio was extracted; (ii) the accuracy of the data disclosed in the paragraph entitled “Characteristics of the Initial Portfolio” above; and (iii) the compliance of the data contained in the loan by loan data tape prepared by the Originator in relation to the Receivables comprised in the Initial Portfolio with the Criteria that are able to be tested prior to the Issue Date.>>.</i></p> <p>PCS is not an auditing firm, nor has it or has it sought access to the underlying information which was the basis of the AUP. However, PCS has reviewed the results of the verification exercise made by the “appropriate and independent party”, including the analysis of the “agreed upon procedures” (AUP) commonly known as a “pool audit” with the aim of determining whether, on its face, it appears to cover the items required by the criterion.</p> <p>Based solely on the words of the AUP and without any additional due diligence or interaction with the “independent party” responsible for the AUP, PCS has concluded that the AUP appears to meet the requirements of the criterion. PCS also notes the representation to that effect made by the originator in the Prospectus.</p>	
68	STS criteria	SEE RELATED EBA GUIDELINES
	68. Including verification that the data disclosed in respect of the underlying exposures is accurate.	
	Verified?	Yes
	PCS Comment	
	See point 67 above.	

69	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
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<p>22.3. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE, and shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p>	
STS criteria	SEE RELATED EBA GUIDELINES
<p>69. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE.</p>	
Verified?	Yes
PCS Comment	
<p>See "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements", §(b):</p> <p><<As to pre-pricing information, the Originator has represented and warranted to the Issuer, the Representative of the Noteholders and the other Parties that:</p> <p>(b) for the purposes of compliance with article 22(3) of the EU Securitisation Regulation, (i) it has made available to potential investors in the Notes before pricing, through the website of Intex (being, as at the date of this Prospectus, www.intex.com), a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer, and (ii) as initial holder of the part of the principal amount of the Listed Notes and the whole principal amount of the Class R Notes, it has been in possession, before pricing, of a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer; (...)>>.</p> <p>To verify this criterion, PCS will require to see the model. It will then require a statement by the originator that the model was circulated as required by the criterion.</p> <p>PCS is not a modelling firm nor has any modelling expertise. Therefore, it will not verify the model's accuracy or perform any due diligence whatsoever on the model. However, it will seek to satisfy itself indirectly as to the likelihood of the model's accuracy by requesting details of the individuals (if employed by the originator) or the firms (if the model is outsourced) responsible for the model. PCS will then assess whether, in its sole opinion, the model was put together by persons or firms with a reputation and a track-record in such models.</p> <p>Having seen an excel file extracted by running the model, read a statement in the Prospectus that the model will be made available in accordance with the requirements of the criteria and assessed the firm responsible for the model, PCS is prepared to verify this criterion.</p>	
70	STS criteria
	SEE RELATED EBA GUIDELINES
<p>70. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p>	
Verified?	Yes
PCS Comment	
<p>See "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements", §(e):</p> <p><<As to post-closing information, the Originator, in its capacity as Reporting Entity, has undertaken to the other parties to the Intercreditor Agreement that it will: (...),</p> <p>(e) make available to investors in the Notes on an ongoing basis and to potential investors in the Notes upon request, through the website of Intex (being, as at the date of this Prospectus, www.intex.com), a liability cash flow model (as updated from time to time) which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer.>>.</p> <p>Although technically covering the period between pricing and closing, this is primarily a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</p>	

	<p>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting, at the same time, that the absence of any such covenant - although possibly unsettling for some investors - would not invalidate the STS status of the transaction at closing.</p> <p>PCS notes the existence of such covenant in the Intercreditor Agreement, as evidenced in the Prospectus.</p>
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71	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	<p>22.4. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).</p> <p>By way of derogation from the first subparagraph, originators may, from 1 June 2021, decide to publish the available information related to the principal adverse impacts of the assets financed by underlying exposures on sustainability factors</p> <p>22.6 By 10 July 2021, the ESAs shall develop, through the Joint Committee of the European Supervisory Authorities, draft regulatory technical standards in accordance with Articles 10 to 14 of Regulations (EU) No 1093/2010, (EU) No 1094/2010 and (EU) No 1095/2010 on the content, methodologies and presentation of information referred to in the second subparagraph of paragraph 4 of this Article, in respect of the sustainability indicators in relation to adverse impacts on the climate and other environmental, social and governance-related adverse impacts.</p>	
	STS criteria	SEE RELATED EBA GUIDELINES
	<p>71. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).</p>	
	Verified?	Yes
	PCS Comment	
	<p>This requirement does not apply to this Transaction, since it is a consumer loan securitisation. Some of these receivables, though, could be used for financing the purchase of vehicles. Therefore, in any event (see "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements", §(d)) the documentation confirms that the Sec Reg Asset Level Report shall include also the information related to the environmental performance of the assets financed by the relevant Loan, if available.</p> <p>As to the impacts on sustainability factors, PCS was informed that, for the time being, no specific publication is envisaged.</p>	

72	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	<p>22.5. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation. The information required by point (a) of the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.</p>	
	STS criteria	
	<p>72. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.</p>	
	Verified?	Yes
	PCS Comment	
	<p>See "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements", which contains the acknowledgement that the Originator shall be responsible for compliance with Article 7 of the EU Securitisation Regulation.</p>	

73	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	<p>22.5. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation. The information required by point (a) of the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.</p>	
	STS criteria	
	<p>73. The information required by point (a) the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request.</p>	
	Verified?	Yes
	PCS Comment	
	<p>See "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements",</p> <p><<As to pre-pricing information, the Originator has represented and warranted to the Issuer, the Representative of the Noteholders and the other Parties that: (...)</p> <p>(c) for the purposes of compliance with article 22(5) of the EU Securitisation Regulation, (i) it has made available to potential investors in the Notes before pricing the information and documentation under point (a) of article 7(1) of the EU Securitisation Regulation upon request and the information and documentation under points (b) and (d) of article 7(1) of the EU Securitisation Regulation in draft form, and (ii) as initial holder of part of the principal amount of the Listed Notes and the whole principal amount of the Class R Notes, it has been, before pricing, in possession of the data relating to each Loan (and therefore it has not requested to receive the information under point (a) of the first subparagraph of article 7(1) of the EU Securitisation Regulation) and of the information and documentation under points (b) and (d) of the first subparagraph of article 7(1) of the EU Securitisation Regulation.>>.</p>	
74	STS criteria	
	<p>74. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.</p>	
	Verified?	Yes
	PCS Comment	
	<p>See "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements",</p> <p><<As to pre-pricing information, the Originator has represented and warranted to the Issuer, the Representative of the Noteholders and the other Parties that: (...)</p> <p>(c) for the purposes of compliance with article 22(5) of the EU Securitisation Regulation, (i) it has made available to potential investors in the Notes before pricing the information and documentation under point (a) of article 7(1) of the EU Securitisation Regulation upon request and the information and documentation under points (b) and (d) of article 7(1) of the EU Securitisation Regulation in draft form, and (ii) as initial holder of part of the principal amount of the Listed Notes and the whole principal amount of the Class R Notes, it has been, before pricing, in possession of the data relating to each Loan (and therefore it has not requested to receive the information under point (a) of the first subparagraph of article 7(1) of the EU Securitisation Regulation) and of the information and documentation under points (b) and (d) of the first subparagraph of article 7(1) of the EU Securitisation Regulation.>>.</p> <p>We note that the information under point (c) of the first subparagraph of Article 7(1) shall be made available only in the cases where the Prospectus is not drawn up in compliance with the Prospectus regulation, therefore the requirement of providing the information under 7(1)(c) does not apply to this transaction.</p>	
75	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	<p>22.5. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.</p>	
	STS criteria	

75. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.	
Verified?	Yes
<p>PCS Comment</p> <p>See "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements",</p> <p><<(…) As to post-closing information, the Originator has further <u>undertaken to make available a copy of the final Prospectus, the other final Transaction Documents, the final STS Notification and any other final document or information required under article 22(5) of the EU Securitisation Regulation to the investors in the Notes by no later than 15 (fifteen) days after the Issue Date, and any other document or information that may be required to be disclosed to the investors or potential investors in the Notes and the relevant competent authorities in a timely manner (to the extent not already provided by other parties), in each case in accordance with the requirements provided by the EU Securitisation Regulation.>>.</u></p> <p>This criterion requires document disclosure within 15 days of closing and therefore is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if it is not met within the specified 15-day period, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost.</p> <p>Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.</p> <p>However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement.</p> <p>PCS notes that a covenant to make available copies of the relevant transaction documents is contained in the Intercreditor Agreement and the Prospectus.</p>	
76	<p>Legislative text – Article 22 - Requirements relating to transparency GO TO TABLE OF CONTENTS</p> <p>7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(a) information on the underlying exposures on a quarterly basis, or, in the case of ABCP, information on the underlying receivables or credit claims on a monthly basis;</p> <p>STS criteria</p> <p>76. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(a) information on the underlying exposures on a quarterly basis,</p> <p>Verified?</p> <p>Yes</p> <p>PCS Comment</p> <p>See "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements",</p> <p><<As to post-closing information, the Originator, in its capacity as Reporting Entity, has undertaken to the other parties to the Intercreditor Agreement that it will: (...)</p> <p>(c) at its own expense, no later than the relevant Sec Reg Report Date, prepare a report based on the information available to it and on certain information contained in the latest Payments Report or in the Post-Enforcement Payments Report, as the case may be and <u>containing all the information set forth under article 7(1)(a) of the EU Securitisation Regulation and the applicable Technical Standards</u> (including, inter alia, the information related to the environmental performance of the assets financed by the relevant Loan, if available) (the Sec Reg Asset Level Report) and arrange for each relevant Sec Reg Asset Level Report to be made available to the holders of a securitisation position, the relevant competent authorities and, upon request, to potential investors in the Notes as well as to the Rating Agencies on each relevant Sec Reg Report Date (simultaneously with the Sec Reg Investor Report and the Inside Information and Significant Event Report to be made available on the relevant Sec Reg Report Date), through publication on the Securitisation Repository;>>.</p> <p>All the criteria from 76 onwards are future event criteria, as to which we refer you to PCS' analysis in point 75 above.</p>

77	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	<p>7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:</p> <ul style="list-style-type: none"> (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions; (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust; (iii) the derivatives and guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator; (iv) the servicing, back-up servicing, administration and cash management agreements; (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value; (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements; 	
	STS criteria	
	<p>77. (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:</p> <p>(i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;</p>	
	Verified?	Yes
	PCS Comment	
	<p>See point 76 above.</p> <p>See also “GENERAL INFORMATION - Documents available for inspection”, which contains a list of the documents made available and the following statement:</p> <p><i><<The documents listed under paragraphs (c)(i) to (xiv) (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.>>.</i></p>	
	78 STS criteria	
	<p>78. (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;</p>	
	Verified?	Yes
	PCS Comment	
	<p>See point 77 above.</p>	
	79 STS criteria	
	<p>79. (iii) the derivatives and guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;</p>	
	Verified?	Yes
	PCS Comment	

	See point 77 above.	
80	STS criteria	
	80. (iv) the servicing, back-up servicing, administration and cash management agreements;	
	Verified?	Yes
	PCS Comment	
	See point 77 above.	
81	STS criteria	
	81. (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;	
	Verified?	Yes
	PCS Comment	
	See point 77 above. It is noted that the definitions are contained in the "Terms and Conditions of the Notes".	
82	STS criteria	
	82. (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;	
	Verified?	Yes
	PCS Comment	
	See point 77 above.	
83	Legislative text – Article 22 - Requirements relating to transparency	
	GO TO TABLE OF CONTENTS	
	7.1. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	
	STS criteria	
	83. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	
	Verified?	Yes
	PCS Comment	

	See point 77 above. In particular, the PoP is contained in the “Terms and Conditions of the Notes” – Condition 6 (<i>Priority of Payments</i>).
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84	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	<p>7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:</p> <ul style="list-style-type: none"> (i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure; (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features; (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors; (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position; 	
	STS criteria	
	<p>84. (c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:</p> <p>(i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;</p>	
	Verified?	Yes
	PCS Comment	
	<p>The Prospectus is made in compliance with the Prospectus Regulation (see cover page).</p> <p>This requirement is, therefore, satisfied.</p>	
85	STS criteria	
	<p>85. (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;</p>	
	Verified?	Yes
	PCS Comment	
	<p>See point 84 above: this requirement is, therefore, satisfied.</p>	
86	STS criteria	
	<p>86. (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;</p>	
	Verified?	Yes
	PCS Comment	

	See point 84 above: this requirement is, therefore, satisfied.	
87	STS criteria	
	87. (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;	
	Verified?	Yes
	PCS Comment	
	See point 84 above: this requirement is, therefore, satisfied.	

88	Legislative text – Article 22 - Requirements relating to transparency		GO TO TABLE OF CONTENTS
	7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors: (d) in the case of STS securitisations, the STS notification referred to in Article 27;		
	STS criteria		
	88. (d) in the case of STS securitisations, the STS notification referred to in Article 27;		
	Verified?	Yes	
	PCS Comment		
See statement on cover page, confirming that: << The Securitisation is intended to qualify as a 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, prior to the Issue Date, 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 EU STS Requirements has been complied with under the Securitisation. The STS Notification will be available for download at the ESMA website (being, as at the date of this Prospectus, https://www.esma.europa.eu/policy-activities/securitisation/simpletransparent-and-standardised-sts-securitisation) (the ESMA STS Register). The Notes can also qualify as STS under the UK Securitisation Regulation until maturity, provided that the Notes remain on the ESMA STS Register and continue to meet the EU STS Requirements. For further details, see the section headed "Risk Factors - The STS designation impacts on regulatory treatment of the Notes".>>. It is also noted that the Originator is designated as first contact point for investors and competent authorities pursuant to the third sub-paragraph of article 27(1) of the EU Securitisation Regulation (see "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements").			

89	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
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	<p>7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:</p> <ul style="list-style-type: none"> (i) all materially relevant data on the credit quality and performance of underlying exposures; (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation; (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6. 	
	STS criteria	
	89. (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:	
	Verified?	Yes
	PCS Comment	
	See "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements". See in particular the description to the "Sec Reg Investor Report".	
90	STS criteria	
	90. (i) all materially relevant data on the credit quality and performance of underlying exposures;	
	Verified?	Yes
	PCS Comment	
	See point 89 above.	
91	STS criteria	
	91. (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties,	
	Verified?	Yes
	PCS Comment	
	See point 89 above.	
92	STS criteria	
	92. (ii)...and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;	
	Verified?	Yes
	PCS Comment	

	See point 89 above.
93	STS criteria
	93. (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.
	Verified?
	PCS Comment
	See point 89 above.

94	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	<p>7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;</p>	
	STS criteria	
	94. (f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;	
	Verified?	Yes
	PCS Comment	
	<p>See "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements". See in particular the description to the "Inside Information and Significant Report".</p> <p>See also the definition of "Inside Information and Significant Event Report", being <<the report containing the information set out in points (f) and (g) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation (including, inter alia, any material change of the Priority of Payments and of the credit policies relating to the Receivables to be included in any Additional Portfolio and the occurrence of any Trigger Event), to be prepared and delivered by the Originator in accordance with the Intercreditor Agreement.>>.</p>	

95	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	<p>7.1. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:</p> <p>(g) where point (f) does not apply, any significant event such as:</p> <ul style="list-style-type: none"> (i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach; (ii) a change in the structural features that can materially impact the performance of the securitisation; (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation; (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions; 	

	(v) any material amendment to transaction documents.	
	STS criteria	
	95. (g) where point (f) does not apply, any significant event such as: (i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;	
	Verified?	Yes
	PCS Comment See point 94 above.	
96	STS criteria	
	96. (ii) a change in the structural features that can materially impact the performance of the securitisation;	
	Verified?	Yes
	PCS Comment See point 94 above.	
97	STS criteria	
	97. (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;	
	Verified?	Yes
	PCS Comment See point 94 above.	
98	STS criteria	
	98. (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions;	
	Verified?	Yes
	PCS Comment See point 94 above.	
99	STS criteria	
	99. (v) any material amendment to transaction documents.	
	Verified?	Yes

	PCS Comment
	See point 94 above.

100	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	7.1. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest (...ABCP provisions)	
	STS criteria	
	100. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest (...ABCP provisions)	
	Verified?	Yes
	PCS Comment	
	See "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements", §(a) and (c) confirming that the two reports are provided simultaneously.	

101	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	7.1. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay When complying with this paragraph, the originator, sponsor and SSPE of a securitisation shall comply with national and Union law governing the protection of confidentiality of information and the processing of personal data in order to avoid potential breaches of such law as well as any confidentiality obligation relating to customer, original lender or debtor information, unless such confidential information is anonymised or aggregated. In particular, with regard to the information referred to in point (b) the originator, sponsor and SSPE may provide a summary of the concerned documentation. Competent authorities referred to in Article 29 shall be able to request the provision of such confidential information to them in order to fulfil their duties under this Regulation.	
	STS criteria	
	101. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay	
	Verified?	Yes
	PCS Comment	
	See point 94 above.	

102	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
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<p>7.2. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1.</p> <p>The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.</p> <p>Or</p> <p>The obligations referred to in the second and fourth subparagraphs shall not apply to securitisations where no prospectus has to be drawn up in compliance with Directive 2003/71/EC.</p>	
STS criteria	
<p>102. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1.</p> <p>The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.</p>	
Verified?	Yes
PCS Comment	
<p>See "RISK RETENTION AND TRANSPARENCY REQUIREMENTS - Transparency requirements", containing the statement that the Originator is the entity that shall fulfil the transparency duties as Reporting Entity:</p> <p><i><<The Originator, 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. >>.</i></p> <p>At the date of the Prospectus, the data are made available through the Securitisation Repository, being <i><<the website of European DataWarehouse (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>>.</i></p>	

103	Legislative text – Article 22 - Requirements relating to transparency	GO TO TABLE OF CONTENTS
	<p>7.2. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (c), (e), (f) and (g) of the first subparagraph of paragraph 1.</p> <p>The entity responsible for reporting the information, and the securitisation repository where the information is made available shall be indicated in the documentation regarding the securitisation.</p>	
	STS criteria	
	103. The entity responsible for reporting the information, and the securitisation repository where the information is made available shall be indicated in the documentation regarding the securitisation.	
	Verified?	Yes
	PCS Comment	
	See point 102 above on Creditis being designated as Reporting Entity and European DataWarehouse as securitisation repository as at the date of the Prospectus.	

Definitions:

“AUP”: the agreed upon procedures through which an external firm verifies certain aspects of the asset pool.

“COMI”: centre of main interest – broadly, the legal jurisdiction where the insolvency of the seller of assets will be primarily determined.

“Issuer Notification”: the notification provided by the originator or sponsor pursuant to article 27 of the STS Regulation.

“Jurisdiction List”: the list of jurisdictions where it has been determined that severe clawback provisions do not apply.

“Legal Opinion”: an opinion signed by a law firm qualified in the relevant jurisdiction and acting for the originator or the arranger where the law firm sets out the reasons why, in its opinion and subject to customary assumptions and qualifications, the assets are transferred in such a way as to meet the STS Criterion for “true sale” or the same type of opinion for prior sales together with an opinion on the enforceability of the underlying assets.

“Marketing Documents”: Documents prepared by or on behalf of the originator and used in the marketing of the transaction with potential investors.

“Model”: a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE.

“Prospectus/Deal Sheet”: the prospectus, or for a deal where no prospectus needs to be drawn up, the deal sheet envisaged by article 7.1(c) of the STS Regulation.

“Prospectus Regulation”: Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

“Transaction Document”: a document entered into in relation to the transaction binding on one or more parties connected to the transaction.

EBA Final non-ABCP STS Guidelines:

1,	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
2	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	<p>True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</p> <p>16. The criterion specified in Article 20(1) aims to ensure that the underlying exposures are beyond the reach of, and are effectively ring-fenced and segregated from, the seller, its creditors and its liquidators, including in the event of the seller's insolvency, enabling an effective recourse to the ultimate claims for the underlying exposures.</p> <p>22. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) how to substantiate the confidence of third parties with respect to compliance with Article 20(1): it is understood that this should be achieved by providing a legal opinion. While the guidance does not explicitly require the provision of a legal opinion in all cases, the guidance expects a legal opinion to be provided as a general rule, and omission to be an exception;</p> <p>(b) the triggers to effect the perfection of the transfer if assignments are perfected at a later stage than at the closing of the transaction.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</p> <p>True sale, assignment or transfer with the same legal effect</p> <p>10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:</p> <p>(a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;</p> <p>(b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;</p> <p>(c) assessment of clawback risks and re-characterisation risks</p> <p>11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.</p> <p>12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.</p>	

2a	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</p> <p>17. The criterion in Article 20(2) is designed to ensure the enforceability of the transfer of legal title in the event of the seller's insolvency. More specifically, if the underlying exposures sold to the SSPE could be reclaimed for the sole reason that their transfer was effected within a certain period before the seller's insolvency, or if the SSPE could prevent the reclaim only by proving that it was unaware of the seller's insolvency at the time of transfer, such clauses would expose investors to a high risk that the underlying exposures would not effectively back their contractual claims. For this reason, Article 20(2) specifies that such clauses constitute severe clawback provisions, which may not be contained in STS securitisation.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))</p> <p><i>True sale, assignment or transfer with the same legal effect</i></p> <p>10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:</p> <p>(a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;</p> <p>(b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;</p> <p>(c) assessment of clawback risks and re-characterisation risks.</p> <p>11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.</p> <p>12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.</p>	

2b	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
	<p>18. Whereas, pursuant to Article 20(2), contractual terms and conditions attached to the transfer of title that expose investors to a high risk that the securitised assets will be reclaimed in the event of the seller's insolvency should not be permissible in STS securitisations, such prohibition should not include the statutory provisions granting the right to a liquidator or a court to invalidate the transfer of title with the aim of preventing or combating fraud, as referred to in Article 20(3).</p>	
	EBA Final non-ABCP STS Guidelines	
	4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
	<i>True sale, assignment or transfer with the same legal effect</i>	
	<p>10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:</p>	
	(a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;	
	(b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;	
	(c) assessment of clawback risks and re-characterisation risks.	
	<p>11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.</p>	
	<p>12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.</p>	

3	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>19. Article 20(4) specifies that, where the transfer of title occurs not directly between the seller and the SSPE but through one or more intermediary steps involving further parties, the requirements relating to the true sale, assignment or other transfer with the same legal effect, apply at each step.</p>	
	EBA Final non-ABCP STS Guidelines	
	4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
	<i>True sale, assignment or transfer with the same legal effect</i>	
	<p>10. For the purposes of Article 20(1) of Regulation (EU) 2017/2402 and in order to substantiate the confidence of third parties, including third parties verifying simple, transparent and standardised (STS) compliance in accordance with Article 28 of that Regulation and competent authorities meeting the requirements specified therein, all of the following should be provided:</p>	
	<p>(a) confirmation of the true sale or confirmation that, under the applicable national framework, the assignment or transfer segregate the underlying exposures from the seller, its creditors and its liquidators, including in the event of the seller's insolvency, with the same legal effect as that achieved by means of true sale;</p>	
	<p>(b) confirmation of the enforceability of the true sale, assignment or transfer with the same legal effect referred to in point (a) against the seller or any other third party, under the applicable national legal framework;</p>	
	<p>(c) assessment of clawback risks and re-characterisation risks.</p>	
	<p>11. The confirmation of the aspects referred to in paragraph 10 should be achieved by the provision of a legal opinion provided by qualified external legal counsel, except in the case of repeat issuances in standalone securitisation structures or master trusts that use the same legal mechanism for the transfer, including instances in which the legal framework is the same.</p>	
	<p>12. The legal opinion referred to in paragraph 11 should be accessible and made available to any relevant third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402 and any relevant competent authority from among those referred to in Article 29 of that regulation.</p>	

4	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
	<p>20. The objective of the criterion in Article 20(5) is to minimise legal risks related to unperfected transfers in the context of an assignment of the underlying exposures, by specifying a minimum set of events subsequent to closing that should trigger the perfection of the transfer of the underlying exposures.</p>	
	<p>22. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p>	
	<p>(a) how to substantiate the confidence of third parties with respect to compliance with Article 20(1): it is understood that this should be achieved by providing a legal opinion. While the guidance does not explicitly require the provision of a legal opinion in all cases, the guidance expects a legal opinion to be provided as a general rule, and omission to be an exception;</p>	
	<p>(b) the triggers to effect the perfection of the transfer if assignments are perfected at a later stage than at the closing of the transaction.</p>	
	EBA Final non-ABCP STS Guidelines	
	4.1 True sale, assignment or transfer with the same legal effect, representations and warranties (Article 20(1)-(6))	
	<i>Severe deterioration in the seller credit quality standing</i>	
	<p>13. For the purposes of Article 20(5) of Regulation (EU) 2017/2402, the transaction documentation should identify, with regard to the trigger of 'severe deterioration in the seller credit quality standing', credit quality thresholds that are objectively observable and related to the financial health of the seller.</p>	
	<i>Insolvency of the seller</i>	
	<p>14. For the purposes of Article 20(5) of Regulation (EU) 2017/2402, the trigger of 'insolvency of the seller' should refer, at least, to events of legal insolvency as defined in national legal frameworks.</p>	

5	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	21. The objective of the criterion in Article 20(6), which requires the seller to provide the representations and warranties confirming to the seller's best knowledge that the transferred exposures are neither encumbered nor otherwise in a condition that could potentially adversely affect the enforceability of the transfer of title, is to ensure that the underlying exposures are not only beyond the reach not only of the seller but equally of its creditors, and to allocate the commercial risk of the encumbrance of the underlying exposures to the seller.	
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6	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))	
	23. The objective of this criterion in Article 20(7) is to ensure that the selection and transfer of the underlying exposures in the securitisation is done in a manner which facilitates in a clear and consistent fashion the identification of which exposures are selected for/transferred into the securitisation, and to enable the investors to assess the credit risk of the asset pool prior to their investment decisions.	
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4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))		
Clear eligibility criteria		
17. For the purposes of Article 20(7) of Regulation (EU) 2017/2402, the criteria should be understood to be 'clear' where compliance with them is possible to be determined by a court or tribunal, as a matter of law or fact or both.		

7	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</p> <p>24. Consistently with this objective, the active portfolio management of the exposures in the securitisation should be prohibited, given that it adds a layer of complexity and increases the agency risk arising in the securitisation by making the securitisation's performance dependent on both the performance of the underlying exposures and the performance of the management of the transaction. The payments of STS securitisations should depend exclusively on the performance of the underlying exposures.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</p> <p>Active portfolio management</p> <p>15. For the purposes of Article 20(7) of Regulation (EU) 2017/2402, active portfolio management should be understood as portfolio management to which either of the following applies:</p> <p>(a) the portfolio management makes the performance of the securitisation dependent both on the performance of the underlying exposures and on the performance of the portfolio management of the securitisation, thereby preventing the investor from modelling the credit risk of the underlying exposures without considering the portfolio management strategy of the portfolio manager;</p> <p>(b) the portfolio management is performed for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit.</p> <p>16. The techniques of portfolio management that should not be considered active portfolio management include:</p> <p>(a) substitution or repurchase of underlying exposures due to the breach of representations or warranties;</p> <p>(b) substitution or repurchase of the underlying exposures that are subject to regulatory dispute or investigation to facilitate the resolution of the dispute or the end of the investigation;</p> <p>(c) replenishment of underlying exposures by adding underlying exposures as substitutes for amortised or defaulted exposures during the revolving period;</p> <p>(d) acquisition of new underlying exposures during the 'ramp up' period to line up the value of the underlying exposures with the value of the securitisation obligation(e) repurchase of underlying exposures in the context of the exercise of clean-up call options, in accordance with Article 244(3)(g) of Regulation (EU) 2017/2401;</p> <p>(f) repurchase of defaulted exposures to facilitate the recovery and liquidation process with respect to those exposures;</p> <p>(g) repurchase of underlying exposures under the repurchase obligation in accordance with Article 20(13) of Regulation (EU) 2017/2402.</p>	

8	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</p> <p>25. Revolving periods and other structural mechanisms resulting in the inclusion of exposures in the securitisation after the closing of the transaction may introduce the risk that exposures of lesser quality can be transferred into the pool. For this reason, it should be ensured that any exposure transferred into the securitisation after the closing meets the eligibility criteria, which are no less strict than those used to structure the initial pool of the securitisation.</p> <p>26. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) the purpose of the requirement on the portfolio management, and the provision of examples of techniques which should not be regarded as active portfolio management: this criterion should be considered without prejudice to the existing requirements with respect to the similarity of the underwriting standards in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402, which requires that all the underlying exposures in a securitisation be underwritten according to similar underwriting standards;</p> <p>(b) interpretation of the term ‘clear’ eligibility criteria;</p> <p>(c) clarification with respect to the eligibility criteria that need to be met with respect to the exposures transferred to the SSPE after the closing.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.2 Eligibility criteria for the underlying exposures, active portfolio management (Article 20(7))</p> <p><i>Eligibility criteria to be met for exposures transferred to the SSPE after the closing of the transaction</i></p> <p>18. For the purposes of Article 20(7) of Regulation (EU) 2017/2402, ‘meeting the eligibility criteria applied to the initial underlying exposures’ should be understood to mean eligibility criteria that comply with either of the following:</p> <p>(a) with regard to normal securitisations, they are no less strict than the eligibility criteria applied to the initial underlying exposures at the closing of the transaction;</p> <p>(b) with regard to securitisations that issue multiple series of securities including master trusts, they are no less strict than the eligibility criteria applied to the initial underlying exposures at the most recent issuance, with the results that the eligibility criteria may vary from closing to closing, with the agreement of securitisation parties and in accordance with the transaction documentation.</p> <p>19. Eligibility criteria to be applied to the underlying exposures in accordance with paragraph 18 should be specified in the transaction documentation and should refer to eligibility criteria applied at exposure level.</p>	
9	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p>27. The criterion on the homogeneity as specified in the first subparagraph of Article 20(8) has been further clarified in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402.</p>	
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10,	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
11	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p>28. The objective of the criterion specified in the third sentence in the first subparagraph and in the second subparagraph of Article 20(8) is to ensure that the underlying exposures contain valid and binding obligations of the debtor/guarantor, including rights to payments or to any other income from assets supporting such payments that result in a periodic and well-defined stream of payments to the investors.</p> <p>30. To facilitate consistent interpretation of this criterion, a clarification should be provided with respect to:</p> <p>(a) interpretation of the term 'contractually binding and enforceable obligations';</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p><i>Contractually binding and enforceable obligations</i></p> <p>20. For the purposes of Article 20(8) of Regulation (EU) 2017/2402, 'obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors' should be understood to refer to all obligations contained in the contractual specification of the underlying exposures that are relevant to investors because they affect any obligations by the debtor and, where applicable, the guarantor to make payments or provide security.</p>	

12,	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
13	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p>30 (b) a non-exhaustive list of examples of exposures types that should be considered to have defined periodic payment streams. The individual examples are without prejudice to applicable requirements, such as the requirement with respect to the defaulted exposures in accordance with Article 20(11) of Regulation (EU) 2017/2402 and the requirement with respect to the residual value in accordance with Article 20(13) of that regulation.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.3 Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))</p> <p><i>Exposures with periodic payment streams</i></p> <p>21. For the purposes of Article 20(8) of Regulation (EU) 2017/2402, exposures with defined periodic payment streams should include:</p> <p>(a) exposures payable in a single instalment in the case of revolving securitisation, as referred to in Article 20(12) of Regulation (EU) 2017/2402;</p> <p>(b) exposures related to credit card facilities;</p> <p>(c) exposures with instalments consisting of interest and where the principal is repaid at the maturity, including interest-only mortgages;</p> <p>(d) exposures with instalments consisting of interest and repayment of a portion of the principal, where either of the following conditions is met:</p> <p>(i) the remaining principal is repaid at the maturity;</p> <p>(ii) the repayment of the principal is dependent on the sale of assets securing the exposure, in accordance with Article 20(13) of Regulation (EU) 2017/2402 and paragraphs 47 to 49;</p> <p>(e) exposures with temporary payment holidays as contractually agreed between the debtor and the lender.</p>	

14	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Homogeneity, obligations of the underlying exposures, periodic payment streams, no transferable securities (Article 20(8))	
	29. The objective of the criterion specified in the third subparagraph is that the underlying exposures do not include transferable securities, as they may add to the complexity of the transaction and of the risk and due diligence analysis to be carried out by the investor.	
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15	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	No resecuritisation (Article 20(9))	
	31. The objective of this criterion is to prohibit resecuritisation subject to derogations for certain cases or for resecuritisation as specified in Regulation (EU) 2017/2402. This is a lesson learnt from the financial crisis, when resecuritisations were structured into highly leveraged structures in which notes of lower credit quality could be re-packaged and credit enhanced, resulting in transactions whereby small changes in the credit performance of the underlying assets had severe impacts on the credit quality of the resecuritisation bonds. The modelling of the credit risk arising in these bonds proved very difficult, also due to high levels of correlations arising in the resulting structures.	
	32. The criterion is deemed sufficiently clear and does not require any further clarification.	
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16	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Underwriting standards (Article 20(10))	
	33. The objective of the criterion specified in the first subparagraph of Article 20(10) is to prevent cherry picking and to ensure that the exposures that are to be securitised do not belong to exposure types that are outside the ordinary business of the originator, i.e. types of exposures in which the originator or original lender may have less expertise and/or interest at stake. This criterion is focused on disclosure of changes to the underwriting standards and aims to help the investors assess the underwriting standards pursuant to which the exposures transferred into securitisation have been originated.	
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17	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Underwriting standards (Article 20(10))</p> <p>37. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) the term ‘similar exposures’, with reference to requirements specified in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402;</p> <p>(b) the term ‘no less stringent underwriting standards’: independently of the guidance provided in these guidelines, it is understood that, in the spirit of restricting the ‘originate-to-distribute’ model of underwriting, where similar exposures exist on the originator’s balance sheet, the underwriting standards that have been applied to the securitised exposures should also have been applied to similar exposures that have not been securitised, i.e. the underwriting standards should have been applied not solely to securitised exposures;</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.4 Underwriting standards, originator’s expertise (Article 20(10))</p> <p><i>No less stringent underwriting standards</i></p> <p>23. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, the underwriting standards applied to securitised exposures should be compared to the underwriting standards applied to similar exposures at the time of origination of the securitised exposures.</p> <p>24. Compliance with this requirement should not require either the originator or the original lender to hold similar exposures on its balance sheet at the time of the selection of the securitised exposures or at the exact time of their securitisation, nor should it require that similar exposures were actually originated at the time of origination of the securitised exposures.</p>	

18	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Underwriting standards (Article 20(10))	
	<p>37 (c) clarification of the requirement to disclose material changes from prior underwriting standards to potential investors without undue delay: the guidance clarifies that this requirement should be forward-looking only, referring to material changes to the underwriting standards after the closing of the securitisation. The guidance clarifies the interactions with the requirement for similarity of the underwriting standards set out in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402, which requires that all the underlying exposures in securitisation be underwritten according to similar underwriting standards;</p>	
	EBA Final non-ABCP STS Guidelines	
	4.4 Underwriting standards, originator's expertise (Article 20(10))	
	<i>Disclosure of material changes from prior underwriting standards</i>	
	<p>25. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, material changes to the underwriting standards that are required to be fully disclosed should be understood to be those material changes to the underwriting standards that are applied to the exposures that are transferred to, or assigned by, the SSPE after the closing of the securitisation in the context of portfolio management as referred to in paragraphs 15 and 16.</p>	
	<p>26. Changes to such underwriting standards should be deemed material where they refer to either of the following types of changes to the underwriting standards:</p>	
	<p>(a) changes which affect the requirement of the similarity of the underwriting standards further specified in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402;</p>	
	<p>(b) changes which materially affect the overall credit risk or expected average performance of the portfolio of underlying exposures without resulting in substantially different approaches to the assessment of the credit risk associated with the underlying exposures.</p>	
	<p>27. The disclosure of all changes to underwriting standards should include an explanation of the purpose of such changes.</p>	
	<p>28. With regard to trade receivables that are not originated in the form of a loan, reference to underwriting standards in Article 20(10) should be understood to refer to credit standards applied by the seller to short-term credit generally of the type giving rise to the securitised exposures and proposed to its customers in relation to the sales of its products and services.</p>	

19	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Underwriting standards (Article 20(10))	
	34. The objective of the criterion specified in the second subparagraph of Article 20(10) is to prohibit the securitisation of self-certified mortgages for STS purposes, given the moral hazard that is inherent in granting such types of loans.	
	37 (d) the scope of the criterion with respect to the specific types of residential loans as referred to in the second subparagraph of Article 20(10) and to the nature of the information that should be captured by this criterion;	
	EBA Final non-ABCP STS Guidelines	
	4.4 Underwriting standards, originator's expertise (Article 20(10))	
	Residential loans	
	29. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, the pool of underlying exposures should not include residential loans that were both marketed and underwritten on the premise that the loan applicant or intermediaries were made aware that the information provided might not be verified by the lender.	
	30. Residential loans that were underwritten but were not marketed on the premise that the loan applicant or intermediaries were made aware that the information provided might not be verified by the lender, or become aware after the loan was underwritten, are not captured by this requirement.	
	31. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, the 'information' provided should be considered to be only relevant information. The relevance of the information should be based on whether the information is a relevant underwriting metric, such as information considered relevant for assessing the creditworthiness of a borrower, for assessing access to collateral and for reducing the risk of fraud.	
	32. Relevant information for general non-income-generating residential mortgages should normally be considered to constitute income, and relevant information for income-generating residential mortgages should normally be considered to constitute rental income. Information that is not useful as an underwriting metric, such as mobile phone numbers, should not be considered relevant information.	
20	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Underwriting standards (Article 20(10))	
	35. The objective of the criterion specified in the third subparagraph of Article 20(10) is to ensure that the assessment of the borrower's creditworthiness is based on robust processes. It is expected that the application of this article will be limited in practice, given that the STS is limited to originators based in the EU, and the criterion is understood to cover only exposures originated by the EU originators to borrowers in non-EU countries.	
	37. (e) clarification of the criterion with respect to the assessment of a borrower's creditworthiness based on equivalent requirements in third countries;	
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21	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Underwriting standards (Article 20(10))</p> <p>36. The objective of the criterion specified in the fourth subparagraph of Article 20(10) is for the originator or original lender to have an established performance history of credit claims or receivables similar to those being securitised, and for an appropriately long period of time.</p> <p>37. (f) identification of criteria on which the expertise of the originator or the original lender should be determined:</p> <p>(i) when assessing if the originator or the original lender has the required expertise, some general principles should be set out against which the expertise should be assessed. The general principles have been designed to allow a robust qualitative assessment of the expertise. One of these principles is the regulatory authorisation: this is to allow for more flexibility in such qualitative assessments of the expertise if the originator or the original lender is a prudentially regulated institution which holds regulatory authorisations or permissions that are relevant with respect to origination of similar exposures. The regulatory authorisation in itself should, however, not be a guarantee that the originator or original lender has the required expertise;</p> <p>(ii) irrespective of such general principles, specific criteria should be developed, based on specifying a minimum period for an entity to perform the business of originating similar exposures, compliance with which would enable the entity to be considered to have a sufficient expertise. Such expertise should be assessed at the group level, so that possible restructuring at the entity level would not automatically lead to non-compliance with the expertise criterion. It is not the intention of such specific criteria to form an impediment to the entry of new participants to the market. Such entities should also be eligible for compliance with the expertise criterion, as long as their management body and senior staff with managerial responsibility for origination of similar exposures, have sufficient experience over a minimum specified period.</p> <p>38. It is expected that information on the assessment of the expertise is provided in sufficient detail in the STS notification.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.4 Underwriting standards, originator's expertise (Article 20(10))</p> <p>Similar exposures</p> <p>22. For the purposes of Article 20(10) of Regulation (EU) 2017/2402, exposures should be considered to be similar when one of the following conditions is met:</p> <p>(a) the exposures belong to one of the following asset categories referred to in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402:</p> <ul style="list-style-type: none"> (i) residential loans secured with one or several mortgages on residential immovable property, or residential loans fully guaranteed by an eligible protection provider among those referred to in Article 20(1) of Regulation (EU) No 575/2013 qualifying for credit quality step 2 or above as set out in Part Three, Title II, Chapter 2 of that regulation; (ii) commercial loans secured with one or several mortgages on commercial immovable property or other commercial premises; (iii) credit facilities provided to individuals for personal, family or household consumption purposes; (iv) auto loans and leases; (v) credit card receivables; (vi) trade receivables; <p>(b) the exposures fall under the asset category of credit facilities provided to micro-, small-, medium-sized and other types of enterprises and corporates including loans and leases, as referred to in Article 2(d) of the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous in accordance with Articles 20(8) and 24(15) of Regulation (EU) 2017/2402, as underlying exposures of a certain type of obligor;</p> <p>(c) where they do not belong to any of the asset categories referred to in points (a) and (b) of this paragraph and as referred to in the Delegated Regulation further specifying which underlying exposures are deemed to be homogeneous for the purposes of Articles 20(8) and 24(15) of Regulation (EU) 2017/2402, the underlying exposures share similar characteristics with respect to the type of obligor, ranking of security rights, type of immovable property and/or jurisdiction.</p> <p><i>Criteria for determining the expertise of the originator or original lender</i></p> <p>34. For the purposes of determining whether an originator or original lender has expertise in originating exposures of a similar nature to those securitised in accordance with Article 20(10) of Regulation (EU) 2017/2402, both of the following should apply:</p>	

	<p>(a) the members of the management body of the originator or original lender and the senior staff, other than the members of the management body, responsible for managing the originating of exposures of a similar nature to those securitised should have adequate knowledge and skills in the origination of exposures of a similar nature to those securitised;</p> <p>(b) any of the following principles on the quality of the expertise should be taken into account:</p> <ul style="list-style-type: none"> (i) the role and duties of the members of the management body and the senior staff and the required capabilities should be adequate; (ii) the experience of the members of the management body and the senior staff gained in previous positions, education and training should be sufficient; (iii) the involvement of the members of the management body and the senior staff within the governance structure of the function of originating the exposures should be appropriate; (iv) in the case of a prudentially regulated entity, the regulatory authorisations or permissions held by the entity should be deemed relevant to origination of exposures of a similar nature to those securitised. <p>35. An originator or original lender should be deemed to have the required expertise when either of the following applies:</p> <p>(a) the business of the entity, or of the consolidated group to which the entity belongs for accounting or prudential purposes, has included the originating of exposures similar to those securitised, for at least five years;</p> <p>(b) where the requirement referred to in point (a) is not met, the originator or original lender should be deemed to have the required expertise where they comply with both of the following:</p> <ul style="list-style-type: none"> (i) at least two of the members of the management body have relevant professional experience in the origination of exposures similar to those securitised, at a personal level, of at least five years; (ii) senior staff, other than members of the management body, who are responsible for managing the entity's originating of exposures similar to those securitised, have relevant professional experience in the origination of exposures of a similar nature to those securitised, at a personal level, of at least five years. <p>36. For the purposes of demonstrating the number of years of professional experience, the relevant expertise should be disclosed in sufficient detail and in accordance with the applicable confidentiality requirements to permit investors to carry out their obligations under Article 5(3)(c) of Regulation (EU) 2017/2402.</p>
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23	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p>39. The objective of the criterion in Article 20(11) is to ensure that STS securitisations are not characterised by underlying exposures whose credit risk has already been affected by certain negative events such as disputes with credit-impaired debtors or guarantors, debt restructuring processes or default events as identified by the EU prudential regulation. Risk analysis and due diligence assessments by investors become more complex whenever the securitisation includes exposures subject to certain ongoing negative credit risk developments. For the same reasons, STS securitisations should not include underlying exposures to credit-impaired debtors or guarantors that have an adverse credit history. In addition, significant risk of default normally rises as rating grades or other scores are assigned that indicate highly speculative credit quality and high likelihood of default, i.e. the possibility that the debtor or guarantor is not able to meet its obligations becomes a real possibility. Such exposures to credit-impaired debtors or guarantors should therefore also not be eligible for STS purposes.</p> <p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) Interpretation of the term ‘exposures in default’: given the differences in interpretation of the term ‘default’, the interpretation of this criterion should refer to additional guidance on this term provided in the existing delegated regulations and guidelines developed by the EBA, while taking into account the limitation of scope of that additional guidance to certain types of institutions;</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p>Exposures in default</p> <p>37. For the purposes of the first subparagraph of Article 20(11) of Regulation (EU) 2017/2402, the exposures in default should be interpreted in the meaning of Article 178(1) of Regulation (EU) 575/2013, as further specified by the Delegated Regulation on the materiality threshold for credit obligations past due developed in accordance with Article 178 of that Regulation, and by the EBA Guidelines on the application of the definition of default developed in accordance with Article 178(7) of that regulation.</p> <p>38. Where an originator or original lender is not an institution and is therefore not subject to Regulation (EU) 575/2013, the originator or original lender should comply with the guidance provided in the previous paragraph to the extent that such application is not deemed to be unduly burdensome. In that case, the originator or original lender should apply the established processes and the information obtained from debtors on origination of the exposures, information obtained from the originator in the course of its servicing of the exposures or in the course of its risk management procedure or information notified to the originator by a third party.</p>	

24	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	<p>39. The objective of the criterion in Article 20(11) is to ensure that STS securitisations are not characterised by underlying exposures whose credit risk has already been affected by certain negative events such as disputes with credit-impaired debtors or guarantors, debt-restructuring processes or default events as identified by the EU prudential regulation. Risk analysis and due diligence assessments by investors become more complex whenever the securitisation includes exposures subject to certain ongoing negative credit risk developments. For the same reasons, STS securitisations should not include underlying exposures to credit-impaired debtors or guarantors that have an adverse credit history. In addition, significant risk of default normally rises as rating grades or other scores are assigned that indicate highly speculative credit quality and high likelihood of default, i.e. the possibility that the debtor or guarantor is not able to meet its obligations becomes a real possibility. Such exposures to credit-impaired debtors or guarantors should therefore also not be eligible for STS purposes.</p>	
	<p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p>	
	<p>(b) Interpretation of the term ‘exposures to a credit-impaired debtor or guarantor’: the interpretation should also take into account the interpretation provided in recital 26 of Regulation (EU) 2017/2402, according to which the circumstances specified in points (a) to (c) of Article 24(9) of that regulation are understood as specific situations of credit-impairedness to which exposures in the STS securitisation may not be exposed. Consequently, other possible circumstances of credit-impairedness that are not captured in points (a) to (c) should be outside the scope of this requirement. Moreover, taking into account the role of the guarantor as a risk bearer, it should be clarified that the requirement to exclude ‘exposures to a credit-impaired debtor or guarantor’ is not meant to exclude (i) exposures to a credit-impaired debtor when it has a guarantor that is not credit impaired; or (ii) exposures to a non-credit-impaired debtor when there is a credit-impaired guarantor;</p>	
	<p>(c) Interpretation of the term ‘to the best knowledge of’: the interpretation should follow the wording of recital 26 of Regulation (EU) 2017/2402, according to which an originator or original lender is not required to take all legally possible steps to determine the debtor’s credit status but is only required to take those steps that the originator/original lender usually takes within its activities in terms of origination, servicing, risk management and use of information that is received from third parties. This should not require the originator or original lender to check publicly available information, or to check entries in at least one credit registry where an originator or original lender does not conduct such checks within its regular activities in terms of origination, servicing, risk management and use of information received from third parties, but rather relies, for example, on other information that may include credit assessments provided by third parties. Such clarification is important because corporates that are not subject to EU financial sector regulation and that are acting as sellers with respect to STS securitisation may not always check entries in credit registries and, in line with the best knowledge standard, should not be obliged to perform additional checks at origination of any exposure for the purposes of later fulfilling this criterion in terms of any credit-impaired debtors or guarantors;</p>	
	EBA Final non-ABCP STS Guidelines	
	4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	<i>Exposures to a credit-impaired debtor or guarantor</i>	
	<p>39. For the purposes of Article 20(11) of Regulation (EU) 2017/2402, the circumstances specified in points (a) to (c) of that paragraph should be understood as definitions of credit-impairedness. Other possible circumstances of credit-impairedness that are not captured in points (a) to (c) should be considered to be excluded from this requirement.</p>	
	<p>40. The prohibition of the selection and transfer to SSPE of underlying exposures ‘to a credit-impaired debtor or guarantor’ as referred to in Article 20(11) of Regulation (EU) 2017/2402 should be understood as the requirement that, at the time of selection, there should be a recourse for the full securitised exposure amount to at least one non-credit-impaired party, irrespective of whether that party is a debtor or a guarantor. Therefore, the underlying exposures should not include either of the following:</p>	
	<p>(a) exposures to a credit-impaired debtor, when there is no guarantor for the full securitised exposure amount;</p>	
	<p>(b) exposures to a credit-impaired debtor who has a credit-impaired guarantor.</p>	
	<i>To the best of the originator’s or original lender’s knowledge</i>	
	<p>41. For the purposes of Article 20(11) of Regulation (EU) 2017/2402, the ‘best knowledge’ standard should be considered to be fulfilled on the basis of information obtained only from any of the following combinations of sources and circumstances:</p>	
	<p>(a) debtors on origination of the exposures;</p>	
	<p>(b) the originator in the course of its servicing of the exposures or in the course of its risk management procedures;</p>	
	<p>(c) notifications to the originator by a third party;</p>	
	<p>(d) publicly available information or information on any entries in one or more credit registries of persons with adverse credit history at the time of origination of an underlying exposure, only to the extent that this information had already been taken into account in the context of (a), (b) and (c), and in accordance with the applicable regulatory and supervisory requirements, including with respect</p>	

	to sound credit granting criteria as specified in Article 9 of Regulation (EU) 2017/2402. This is with the exception of trade receivables that are not originated in the form of a loan, with respect to which credit-granting criteria do not need to be met.
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26	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	<p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(d) Interpretation of the criterion with respect to the debtors and guarantors found on the credit registry: it is important to interpret this requirement in a narrow sense to ensure that the existence of a debtor or guarantor on the credit registry of persons with adverse credit history should not automatically exclude the exposure to that debtor/guarantor from compliance with this criterion. It is understood that this criterion should relate only to debtors and guarantors that are, at the time of origination of the exposure, considered entities with adverse credit history. Existence on a credit registry at the time of origination of the exposure for reasons that can be reasonably ignored for the purposes of the credit risk assessment (for example due to missed payments which have been resolved in the next two payment periods) should not be captured by this requirement. Therefore, this criterion should not automatically exclude from the STS framework exposures to all entities that are on the credit registries, taking into account that this would unintentionally exclude a significant number of entities given that different practices exist across EU jurisdictions with respect to entry requirements of such credit registries, and the fact that credit registries in some jurisdictions may contain both positive and negative information about the clients;</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p><i>Exposures to credit-impaired debtors or guarantors that have undergone a debt-restructuring process</i></p> <p>42. For the purposes of Article 20(11)(a) of Regulation (EU) 2017/2402, the requirement to exclude exposures to credit-impaired debtors or guarantors who have undergone a debt-restructuring process with regard to their non-performing exposures should be understood to refer to both the restructured exposures of the respective debtor or guarantor and those of its exposures that were not themselves subject to restructuring. For the purposes of this Article, restructured exposures which meet the conditions of points (i) and (ii) of that Article should not result in a debtor or guarantor becoming designated as credit-impaired.</p>	

29	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p>40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(d) Interpretation of the criterion with respect to the debtors and guarantors found on the credit registry: it is important to interpret this requirement in a narrow sense to ensure that the existence of a debtor or guarantor on the credit registry of persons with adverse credit history should not automatically exclude the exposure to that debtor/guarantor from compliance with this criterion. It is understood that this criterion should relate only to debtors and guarantors that are, at the time of origination of the exposure, considered entities with adverse credit history. Existence on a credit registry at the time of origination of the exposure for reasons that can be reasonably ignored for the purposes of the credit risk assessment (for example due to missed payments which have been resolved in the next two payment periods) should not be captured by this requirement. Therefore, this criterion should not automatically exclude from the STS framework exposures to all entities that are on the credit registries, taking into account that this would unintentionally exclude a significant number of entities given that different practices exist across EU jurisdictions with respect to entry requirements of such credit registries, and the fact that credit registries in some jurisdictions may contain both positive and negative information about the clients;</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))</p> <p>Credit registry</p> <p>43. The requirement referred to in Article 20(11)(b) of Regulation (EU) 2017/2402 should be limited to exposures to debtors or guarantors to which both of the following requirements apply at the time of origination of the underlying exposure:</p> <p>(a) the debtor or guarantor is explicitly flagged in a credit registry as an entity with adverse credit history due to negative status or negative information stored in the credit registry;</p> <p>(b) the debtor or guarantor is on the credit registry for reasons that are relevant to the purposes of the credit risk assessment.</p>	

30	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	40. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:	
	(e) Interpretation of the term 'significantly higher risk of contractually agreed payments not being made for comparable exposures': the term should be interpreted with a similar meaning to the requirement aiming to prevent adverse selection of assets referred to in Article 6(2) of Regulation (EU) 2017/2402, and further specified in the Article 16(2) of the Delegated Regulation specifying in greater detail the risk retention requirement in accordance with Article 6(7) of Regulation (EU) 2017/2402, given that in both cases the requirement (i) aims to prevent adverse selection of underlying exposures and (ii) relates to the comparison of the credit quality of exposures transferred to the SSPE and comparable exposures that remain on the originator's balance sheet. To facilitate the interpretation, a list is given of examples of how to achieve compliance with the requirement.	
	EBA Final non-ABCP STS Guidelines	
	4.5 No exposures in default and to credit-impaired debtors/guarantors (Article 20(11))	
	<i>Risk of contractually agreed payments not being made being significantly higher than for comparable exposures</i>	
	44. For the purposes of Article 20(11)(c) of Regulation (EU) 2017/2402, the exposures should not be considered to have a 'credit assessment of a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised' when the following conditions apply:	
	(a) the most relevant factors determining the expected performance of the underlying exposures are similar;	
	(b) as a result of the similarity referred to in point (a) it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the transaction or over a maximum of four years, where the life of the transaction is longer than four years, their performance would not be significantly different.	
	45. The requirement in the previous paragraph should be considered to have been met where either of the following applies:	
	(a) the underlying exposures do not include exposures that are classified as doubtful, impaired, non-performing or classified to the similar effect under the relevant accounting principles;	
	(b) the underlying exposures do not include exposures whose credit quality, based on credit ratings or other credit quality thresholds, significantly differs from the credit quality of comparable exposures that the originator originates in the course of its standard lending operations and credit risk strategy.	

31	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	At least one payment made (Article 20(12))	
	41. STS securitisations should minimise the extent to which investors are required to analyse and assess fraud and operational risk. At least one payment should therefore be made by each underlying borrower at the time of transfer, since this reduces the likelihood of the loan being subject to fraud or operational issues, unless in the case of revolving securitisations in which the distribution of securitised exposures is subject to constant changes because the securitisation relates to exposures payable in a single instalment or with an initial legal maturity of an exposure of below one year.	
	42. To facilitate consistent interpretation of this criterion, its scope and the types of payments referred to therein should be further clarified.	
	EBA Final non-ABCP STS Guidelines	
	4.6 At least one payment made (Article 20(12))	
	<i>Scope of the criterion</i>	
	46. For the purposes of Article 20(12) of Regulation (EU) 2017/2402, further advances in terms of an exposure to a certain borrower should not be deemed to trigger a new 'at least one payment' requirement with respect to such an exposure.	
	<i>At least one payment</i>	
	47. For the purposes of Article 20(12) of Regulation (EU) 2017/2402, the payment referred to in the requirement according to which 'at least one payment' should have been made at the time of transfer should be a rental, principal or interest payment or any other kind of payment.	

32	Article 20 - Requirements relating to simplicity	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on background and rationale	
	No predominant dependence on the sale of assets (Article 20(13))	
	<p>43. Dependence of the repayment of the holders of the securitisation positions on the sale of assets securing the underlying exposures increases the liquidity risks, market risks and maturity transformation risks to which the securitisation is exposed. It also makes the credit risk of the securitisation more difficult for investors to model and assess.</p>	
	<p>44. The objective of this criterion is to ensure that the repayment of the principal balance of exposures at the contract maturity – and therefore repayment of the holders of the securitisation positions – is not intended to be predominantly reliant on the sale of assets securing the underlying exposures, unless the value of the assets is guaranteed or fully mitigated by a repurchase obligation.</p>	
	<p>45. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p>	
	<p>(a) the term 'predominant dependence' on the sale of assets securing the underlying exposures should be further interpreted:</p>	
	<p>(i) when assessing whether the repayment of the holders of the securitisation positions is or is not predominantly dependent on the sale of assets, the following three aspects should be taken into account: (i) the principal balance at contract maturity of underlying exposures that depend on the sale of assets securing those underlying exposures to repay the balance; (ii) the distribution of maturities of such exposures across the life of the transaction, which aims to reduce the risk of correlated defaults due to idiosyncratic shocks; and (iii) the granularity of the pool of exposures, which aims to promote sufficient distribution in sale dates and other characteristics that may affect the sale of the underlying exposures.</p>	
	<p>(i) no types of securitisations should be excluded ex ante from the compliance with this criterion and from the STS securitisation as long as they meet all the requirements specified in the guidance. For example, this criterion does not aim to exclude leasing transactions and interest-only residential mortgages from STS securitisation, provided they comply with the guidance provided and all other applicable STS requirements. However, it is expected that commercial real estate transactions, or securitisations where the assets are commodities (e.g. oil, grain, gold), or bonds whose maturity dates fall after the maturity date of the securitisation, would not meet these requirements, as in all these cases it is expected that the repayment is predominantly reliant on the sale of the assets, that other possible ways to repay the securitisation positions are substantially limited, and that the granularity of the portfolio is low.</p>	
	<p>46. With respect to the exemption provided in the second subparagraph of Article 20(13) of Regulation (EU) 2017/2402, it should be ensured that the entity providing the guarantee or the repurchase obligation of the assets securing the underlying exposures is not an empty-shell or defaulted entity, so that it has sufficient loss absorbency to exercise the guarantee of the repurchase of the assets.</p>	
	EBA Final non-ABCP STS Guidelines	
	4.7 No Predominant dependence on the sale of assets	
	Predominant dependence on the sale of assets	
	<p>48. For the purposes of Article 20(13) of Regulation (EU) 2017/2402, transactions where all of the following conditions apply, at the time of origination of the securitisation in cases of amortising securitisation or during the revolving period in cases of revolving securitisation, should be considered not predominantly dependent on the sale of assets securing the underlying exposures, and therefore allowed:</p>	
	<p>(a) the contractually agreed outstanding principal balance, at contract maturity of the underlying exposures that depend on the sale of the assets securing those underlying exposures to repay the principal balance, corresponds to no more than 50% of the total initial exposure value of all securitisation positions of the securitisation;</p>	
	<p>(b) the maturities of the underlying exposures referred to in point (a) are not subject to material concentrations and are sufficiently distributed across the life of the transaction;</p>	
	<p>(c) the aggregate exposure value of all the underlying exposures referred to in point (a) to a single obligor does not exceed 2% of the aggregate exposure value of all underlying exposures in the securitisation.</p>	
	<p>49. Where there are no underlying exposures in the securitisation that depend on the sale of assets to repay their outstanding principal balance at contract maturity, the requirements in paragraph 48 should not apply.</p>	
	Exemption provided in the second subparagraph of Article 20(13) of Regulation (EU) 2017/2402	
	<p>50. The exemption referred to in the second subparagraph of Article 20(13) of Regulation (EU) 2017/2402 with regard to the repayment of holders of securitisation positions whose underlying exposures are secured by assets, the value of which is guaranteed or fully mitigated by a repurchase obligation of either the assets securing the underlying exposures or of the underlying exposures themselves by another third party or parties, the seller or the third parties should meet both of the following conditions:</p>	
	<p>(a) they are not insolvent;</p>	
	<p>(b) there is no reason to believe that the entity would not be able to meet its obligations under the guarantee or the repurchase obligation.</p>	

33	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Risk retention (Article 21(1))	
	47. The main objective of the risk retention criterion is to ensure an alignment between the originators'/sponsors'/original lenders' and investors' interests, and to avoid application of the originate-to-distribute model in securitisation.	
	48. The content of the criterion is deemed sufficiently clear that no further guidance in addition to that provided by the Delegated Regulation further specifying the risk retention requirement in accordance with Article 6(7) of Regulation (EU) 2017/2402 is considered necessary.	
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34	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Appropriate mitigation of interest-rate and currency risks (Article 21(2))	
	49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.	
	50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.	
	51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.	
	52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:	
	(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;	
	(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;	
	(c) clarification of the term 'common standards in international finance'.	
	EBA Final non-ABCP STS Guidelines	
	5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))	
	Appropriate mitigation of interest-rate and currency risks	
	51. For the purposes of Article 21(2) of Regulation (EU) 2017/2402 in order for the interest-rate and currency risks arising from the securitisation to be considered 'appropriately mitigated', it should be sufficient that a hedge or mitigation is in place, on condition that it is not unusually limited with the effect that it covers a major share of the respective interest-rate or currency risks under relevant scenarios, understood from an economic perspective. Such a mitigation may also be in the form of derivatives or other mitigating measures including reserve funds, over collateralisation, excess spread or other measures.	
	52. Where the appropriate mitigation of interest-rate and currency risks is carried out through derivatives, all of the following requirements should apply:	
	(a) the derivatives should be used only for genuine hedging of asset and liability mismatches of interest rates and currencies, and should not be used for speculative purposes;	
	(b) the derivatives should be based on commonly accepted documentation, including International Swaps or Derivatives Association (ISDA) or similar established national documentation standards;	
	(c) the derivative documentation should provide, in the event of the loss of sufficient creditworthiness of the counterparty below a certain level, measured either on the basis of the credit rating or otherwise, that the counterparty is subject to collateralisation requirements or makes a reasonable effort for its replacement or guarantee by another counterparty.	

	53. Where the mitigation of interest-rate and currency risks referred to in Article 21(2) of Regulation (EU) 2017/2402 is carried out not through derivatives but by other risk-mitigating measures, those measures should be designed to be sufficiently robust. When such risk-mitigating measures are used to mitigate multiple risks at the same time, the disclosure required by Article 21(2) of Regulation (EU) 2017/2402 should include an explanation of how the measures hedge the interest-rate risks and currency risks on one hand, and other risks on the other hand.
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35	<p>Article 21 - Requirements relating to standardisation</p> <p>EBA Final non-ABCP STS Guidelines – statements on background and rationale</p> <p>Appropriate mitigation of interest-rate and currency risks (Article 21(2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term ‘common standards in international finance’.</p> <p>EBA Final non-ABCP STS Guidelines</p> <p>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))</p> <p>Appropriate mitigation of interest-rate and currency risks</p> <p>51. For the purposes of Article 21(2) of Regulation (EU) 2017/2402 in order for the interest-rate and currency risks arising from the securitisation to be considered ‘appropriately mitigated’, it should be sufficient that a hedge or mitigation is in place, on condition that it is not unusually limited with the effect that it covers a major share of the respective interest-rate or currency risks under relevant scenarios, understood from an economic perspective. Such a mitigation may also be in the form of derivatives or other mitigating measures including reserve funds, over collateralisation, excess spread or other measures.</p> <p>52. Where the appropriate mitigation of interest-rate and currency risks is carried out through derivatives, all of the following requirements should apply:</p> <p>(a) the derivatives should be used only for genuine hedging of asset and liability mismatches of interest rates and currencies, and should not be used for speculative purposes;</p> <p>(b) the derivatives should be based on commonly accepted documentation, including International Swaps or Derivatives Association (ISDA) or similar established national documentation standards;</p> <p>(c) the derivative documentation should provide, in the event of the loss of sufficient creditworthiness of the counterparty below a certain level, measured either on the basis of the credit rating or otherwise, that the counterparty is subject to collateralisation requirements or makes a reasonable effort for its replacement or guarantee by another counterparty.</p> <p>53. Where the mitigation of interest-rate and currency risks referred to in Article 21(2) of Regulation (EU) 2017/2402 is carried out not through derivatives but by other risk-mitigating measures, those measures should be designed to be sufficiently robust. When such risk-mitigating measures are used to mitigate multiple risks at the same time, the disclosure required by Article 21(2) of Regulation (EU) 2017/2402 should include an explanation of how the measures hedge the interest-rate risks and currency risks on one hand, and other risks on the other hand.</p> <p>54. The measures referred to in paragraphs 52 and 53, as well as the reasoning supporting the appropriateness of the mitigation of the interest-rate and currency risks through the life of the transaction, should be disclosed.</p>	BACK TO CHECKLIST
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36	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Appropriate mitigation of interest-rate and currency risks (Article 21(2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term ‘common standards in international finance’.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))</p> <p>54. The measures referred to in paragraphs 52 and 53, as well as the reasoning supporting the appropriateness of the mitigation of the interest-rate and currency risks through the life of the transaction, should be disclosed.</p>	

37,	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
38	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Appropriate mitigation of interest-rate and currency risks (Article 21(2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term ‘common standards in international finance’.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))</p> <p>Derivatives</p> <p>55. For the purpose of Article 21(2) of Regulation (EU) 2017/2402, exposures in the pool of underlying exposures that merely contain a derivative component exclusively serving the purpose of directly hedging the interest-rate or currency risk of the respective underlying exposure itself, which are not themselves derivatives, should not be understood to be prohibited.</p>	

39	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Appropriate mitigation of interest-rate and currency risks (Article 21(2))</p> <p>49. The objective of this criterion is to reduce any payment risk arising from different interest-rate and currency profiles of assets and liabilities. Mitigating or hedging interest-rate and currency risks arising in the transaction enhances the simplicity of the transaction, since it helps investors to model those risks and their impact on the credit risk of the securitisation investment.</p> <p>50. It should be clarified that hedging (through derivative instruments) is only one possible way of addressing the risks mentioned. Whichever measure is applied for the risk mitigation, it should, however, be subject to specific conditions so that it can be considered to appropriately mitigate the risks mentioned.</p> <p>51. One of these conditions aims to prohibit derivatives that do not serve the purpose of hedging interest-rate or currency risk from being included in the pool of underlying exposures or entered into by the SSPE, given that derivatives add to the complexity of the transaction and to the complexity of the risk and due diligence analysis to be carried out by the investor. Derivatives hedging interest-rate or currency risk enhance the simplicity of the transaction, since hedged transactions do not require investors to engage in the modelling of currency and interest-rate risks.</p> <p>52. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <p>(a) conditions that the measures should comply with so that they can be considered to appropriately mitigate the interest-rate and currency risks;</p> <p>(b) clarification with respect to the scope of derivatives that should and should not be captured by this criterion;</p> <p>(c) clarification of the term 'common standards in international finance'.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>5.1 Appropriate mitigation of interest-rate and currency risks (Article 21(2))</p> <p>Common standards in international finance</p> <p>56. For the purposes of Article 21(2) of Regulation (EU) 2017/2402, common standards in international finance should include ISDA or similar established national documentation standards.</p>	

40	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Referenced interest payments (Article 21(3))	
	<p>53. The objective of this criterion is to prevent securitisations from making reference to interest rates that cannot be observed in the commonly accepted market practice. The credit risk and cash flow analysis that investors must be able to carry out should not involve atypical, complex or complicated rates or variables that cannot be modelled on the basis of market experience and practice.</p>	
	<p>54. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p>	
	<p>(a) the scope of the criterion (by specifying the common types and examples of interest rates captured by this criterion);</p>	
	<p>(b) the term 'complex formulae or derivatives'.</p>	
	EBA Final non-ABCP STS Guidelines	
	5.2 Referenced interest payments (Article 21(3))	
	Referenced rates	
	<p>57. For the purposes of Article 21(3) of Regulation (EU) 2017/2402, interest rates that should be considered to be an adequate reference basis for referenced interest payments should include all of the following:</p>	
	<p>(a) interbank rates including the Libor, Euribor and other recognised benchmarks;</p>	
	<p>(b) rates set by monetary policy authorities, including FED funds rates and central banks' discount rates;</p>	
	<p>(c) sectoral rates reflective of a lender's cost of funds, including standard variable rates and internal interest rates that directly reflect the market costs of funding of a bank or a subset of institutions, to the extent that sufficient data are provided to investors to allow them to assess the relation of the sectoral rates to other market rates.</p>	
	Complex formulae or derivatives	
	<p>58. For the purposes of Article 21(3) of Regulation (EU) 2017/2402, a formula should be considered to be complex when it meets the definition of an exotic instrument by the Global Association of Risk Professionals (GARP), which is a financial asset or instrument with features that make it more complex than simpler, plain vanilla, products. A complex formula or derivative should not be deemed to exist in the case of the mere use of interest-rate caps or floors.</p>	

41	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Requirements in case of enforcement or delivery of an acceleration notice (Article 21(4))</p> <p>55. The objective of this criterion is to prevent investors from being subjected to unexpected repayment profiles and to provide appropriate legal comfort regarding their enforceability, for instances where an enforcement or an acceleration notice has been delivered.</p> <p>56. STS securitisations should be such that the required investor's risk analysis and due diligence do not have to factor in complex structures of the payment priority that are difficult to model, nor should the investor be exposed to complex changes in such structures throughout the life of the transaction. Therefore, it should be ensured that junior noteholders do not have inappropriate payment preference over senior noteholders that are due and payable.</p> <p>57. In addition, taking into account that market risk on the underlying collateral constitutes an element of complexity in the risk and due diligence analysis to be carried out by investors, the objective is also to ensure that the performance of STS securitisations does not rely, due to contractual triggers, on the automatic liquidation at market price of the underlying collateral.</p> <p>58. To facilitate consistent interpretation of this criterion, the scope and operational functioning of conditions specified under letters (a), (b) and (d) of Article 21(4) should be specified further.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))</p> <p><i>Exceptional circumstances</i></p> <p>59. For the purposes of Article 21(4)(a) of Regulation (EU) 2017/2402, a list of 'exceptional circumstances' should, to the extent possible, be included in the transaction documentation.</p> <p>60. Given the nature of 'exceptional circumstances' and in order to allow some flexibility with respect to potential unusual circumstances requiring that cash be trapped in the SSPE in the best interests of investors, where a list of 'exceptional circumstances' is included in the transaction documentation in accordance with paragraph 59, such a list should be non-exhaustive.</p> <p><i>Amount trapped in the SSPE in the best interests of investors</i></p> <p>61. For the purposes of Article 21(4)(a) of Regulation (EU) 2017/2402, the amount of cash to be considered as trapped in the SSPE should be that agreed by the trustee or other representative of the investors who is legally required to act in the best interests of the investors, or by the investors in accordance with the voting provisions set out in the transaction documentation.</p> <p>62. For the purposes of Article 21(4)(a) of Regulation (EU) 2017/2402, it should be permissible to trap the cash in the SSPE in the form of a reserve fund for future use, as long as the use of the reserve fund is exclusively limited to the purposes set out in Article 21(4)(a) of Regulation (EU) 2017/2402 or to orderly repayment to the investors.</p>	

42	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Requirements in case of enforcement or delivery of an acceleration notice (Article 21(4))	
	55. The objective of this criterion is to prevent investors from being subjected to unexpected repayment profiles and to provide appropriate legal comfort regarding their enforceability, for instances where an enforcement or an acceleration notice has been delivered.	
	56. STS securitisations should be such that the required investor's risk analysis and due diligence do not have to factor in complex structures of the payment priority that are difficult to model, nor should the investor be exposed to complex changes in such structures throughout the life of the transaction. Therefore, it should be ensured that junior noteholders do not have inappropriate payment preference over senior noteholders that are due and payable.	
	57. In addition, taking into account that market risk on the underlying collateral constitutes an element of complexity in the risk and due diligence analysis to be carried out by investors, the objective is also to ensure that the performance of STS securitisations does not rely, due to contractual triggers, on the automatic liquidation at market price of the underlying collateral.	
	58. To facilitate consistent interpretation of this criterion, the scope and operational functioning of conditions specified under letters (a), (b) and (d) of Article 21(4) should be specified further.	
	EBA Final non-ABCP STS Guidelines	
	5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))	
	Repayment	
	63. The requirements in Article 21(4)(b) of Regulation (EU) 2017/2402 should be understood as covering only the repayment of the principal, without covering the repayment of interest.	
	64. For the purposes of Article 21(4)(b) of Regulation (EU) 2017/2402, non-sequential payments of principal in a situation where an enforcement or an acceleration notice has been delivered should be prohibited. Where there is no enforcement or acceleration event, principal receipts could be allowed for replenishment purposes pursuant to Article 20(12) of that Regulation.	

44	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	EBA Final non-ABCP STS Guidelines	
	5.3 Requirements in the event of enforcement or delivery of an acceleration notice (Article 21(4))	
	Liquidation of the underlying exposures at market value	
	65. For the purposes of Article 21(4)(d) of Regulation (EU) 2017/2402, the investors' decision to liquidate the underlying exposures at market value should not be considered to constitute an automatic liquidation of the underlying exposures at market value.	

45	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Non-sequential priority of payments (Article 21(5))	
	<p>59. The objective of this criterion is to ensure that non-sequential (pro rata) amortisation should be used only in conjunction with clearly specified contractual triggers that determine the switch of the amortisation scheme to a sequential priority, safeguarding the transaction from the possibility that credit enhancement is too quickly amortised as the credit quality of the transaction deteriorates, thereby exposing senior investors to a decreasing amount of credit enhancement.</p> <p>60. To facilitate consistent interpretation of this criterion, a non-exhaustive list of examples of performance-related triggers that may be included is provided in the guidance.</p>	
	EBA Final non-ABCP STS Guidelines	
	5.4 Non-sequential priority of payments (Article 21(5))	
	Performance-related triggers	
	<p>66. For the purposes of Article 21(5) of Regulation (EU) 2017/2402, the triggers related to the deterioration in the credit quality of the underlying exposures may include the following:</p>	
	<p>(a) with regard to underlying exposures for which a regulatory expected loss (EL) can be determined in accordance with Regulation (EU) 575/2013 or other relevant EU regulation, cumulative losses that are higher than a certain percentage of the regulatory one-year EL on the underlying exposures and the weighted average life of the transaction;</p>	
	<p>(b) cumulative non-matured defaults that are higher than a certain percentage of the sum of the outstanding nominal amount of tranche held by the investors and the tranches that are subordinated to them;</p>	
	<p>(c) the weighted average credit quality in the portfolio decreasing below a given pre-specified level or the concentration of exposures in high credit risk (probability of default) buckets increasing above a pre-specified level.</p>	

46, 47, 48, 49, 50	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))	
	<p>61. The objective of this criterion is to ensure that, in the presence of a revolving period mechanism, investors are sufficiently protected from the risk that principal amounts may not be fully repaid. In all such transactions, irrespective of the nature of the revolving mechanism, investors should be protected by a minimum set of early amortisation triggers or triggers for the termination of the revolving period that should be included in the transaction documentation.</p> <p>62. In order to facilitate the consistent interpretation of this criterion, interactions of this criterion with the criterion under Article 21(7)(b) with respect to the insolvency-related event with respect to the servicer should be further clarified.</p>	
	EBA Final non-ABCP STS Guidelines	

5.5 Early amortisation provisions/triggers for termination of the revolving period (Article 21(6))		
<i>Insolvency-related event with regard to the servicer</i>		
<p>67. For the purposes of Article 21(6)(b) of Regulation (EU) 2017/2402, an insolvency-related event with respect to the servicer should lead to both of the following:</p> <p>(a) it should enable the replacement of the servicer in order to ensure continuation of the servicing;</p> <p>(b) it should trigger the termination of the revolving period.</p>		

51, 52, 53	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Transaction Documentation (Article 21(7))	
	<p>63. The objective of this criterion is to help provide full transparency to investors, assist investors in the conduct of their due diligence and prevent investors from being subject to unexpected disruptions in cash flow collections and servicing, as well as to provide investors with certainty about the replacement of counterparties involved in the securitisation transaction.</p> <p>64. This criterion is considered sufficiently clear and no further guidance is considered necessary.</p>	
	EBA Final non-ABCP STS Guidelines	

54	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Expertise of the Servicer (Article 21(8))	
	<p>65. The objective of this criterion is to ensure that all the conditions are in place for the proper functioning of the servicing function, taking into account the crucial importance of servicing in securitisation and the central nature of this function within any securitisation transaction.</p>	
	<p>66. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p>	
	<p>(a) criteria for determining the expertise of the servicer;</p>	
	<p>(b) criteria for determining well-documented and adequate policies, procedures and risk management controls of the servicer.</p>	
	<p>67. The criteria for the expertise of the servicer should correspond to those for the expertise of the originator or the original lender. Newly established entities should be allowed to perform the tasks of servicing, as long as the back-up servicer has the appropriate experience. It is expected that information on the assessment of the expertise is provided in sufficient detail in the STS notification.</p>	
	EBA Final non-ABCP STS Guidelines	
	5.8 Expertise of the servicer (Article 21(8))	
	<i>Criteria for determining the expertise of the servicer</i>	
	<p>68. For the purposes of determining whether a servicer has expertise in servicing exposures of a similar nature to those securitised in accordance with Article 21(8) of Regulation (EU) 2017/2402, both of the following should apply:</p>	
	<p>(a) the members of the management body of the servicer and the senior staff, other than members of the management body, responsible for servicing exposures of a similar nature to those securitised should have adequate knowledge and skills in the servicing of exposures similar to those securitised;</p>	
	<p>(b) any of the following principles on the quality of the expertise should be taken into account in the determination of the expertise:</p>	
	<p>(i) the role and duties of the members of the management body and the senior staff and the required capabilities should be adequate;</p>	
	<p>(ii) the experience of the members of the management body and the senior staff gained in previous positions, education and training should be sufficient;</p>	
	<p>(iii) the involvement of the members of the management body and the senior staff within the governance structure of the function of servicing the exposures should be appropriate;</p>	
	<p>(iv) in the case of a prudentially regulated entity, the regulatory authorisations or permissions held by the entity should be deemed relevant to the servicing of similar exposures to those securitised.</p>	
	<p>69. A servicer should be deemed to have the required expertise where either of the following applies:</p>	
	<p>(a) the business of the entity, or of the consolidated group, to which the entity belongs, for accounting or prudential purposes, has included the servicing of exposures of a similar nature to those securitised, for at least five years;</p>	
	<p>(b) where the requirement referred to in point (a) is not met, the servicer should be deemed to have the required expertise where they comply with both of the following:</p>	
	<p>(i) at least two of the members of its management body have relevant professional experience in the servicing of exposures of a similar nature to those securitised, at personal level, of at least five years;</p>	
	<p>(ii) senior staff, other than members of the management body, who are responsible for managing the entity's servicing of exposures of a similar nature to those securitised, have relevant professional experience in the servicing of exposures of a similar nature to those securitised, at a personal level, of at least five years;</p>	
	<p>(iii) the servicing function of the entity is backed by the back-up servicer compliant with point (a).</p>	
	<p>70. For the purpose of demonstrating the number of years of professional experience, the relevant expertise should be disclosed in sufficient detail and in accordance with the applicable confidentiality requirements to permit investors to carry out their obligations under Article 5(3)(c) of Regulation (EU) 2017/2402.</p>	
	<p><i>Exposures of similar nature</i></p>	
	<p>71. For the purposes of Article 21(8) of Regulation (EU) 2017/2402, interpretation of the term 'exposures of similar nature' should follow the interpretation provided in paragraph 23 above.</p>	

55	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	<p>Expertise of the Servicer (Article 21(8))</p> <p>65. The objective of this criterion is to ensure that all the conditions are in place for the proper functioning of the servicing function, taking into account the crucial importance of servicing in securitisation and the central nature of this function within any securitisation transaction.</p> <p>66. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) criteria for determining the expertise of the servicer;</p> <p>(b) criteria for determining well-documented and adequate policies, procedures and risk management controls of the servicer.</p> <p>67. The criteria for the expertise of the servicer should correspond to those for the expertise of the originator or the original lender. Newly established entities should be allowed to perform the tasks of servicing, as long as the back-up servicer has the appropriate experience. It is expected that information on the assessment of the expertise is provided in sufficient detail in the STS notification.</p>	
	EBA Final non-ABCP STS Guidelines	
	<p>Expertise of the Servicer (Article 21(8))</p> <p><i>Well-documented and adequate policies, procedures and risk management controls</i></p> <p>72. For the purposes of Article 21(8) of Regulation (EU) 2017/2402, the servicer should be considered to have well documented and adequate policies, procedures and risk management controls relating to servicing of exposures' where either of the following conditions is met:</p> <p>(a) The servicer is an entity that is subject to prudential and capital regulation and supervision in the Union and such regulatory authorisations or permissions are deemed relevant to the servicing;</p> <p>(b) The servicer is an entity that is not subject to prudential and capital regulation and supervision in the Union, and a proof of existence of well-documented and adequate policies and risk management controls is provided that also includes a proof of adherence to good market practices and reporting capabilities. The proof should be substantiated by an appropriate third-party review, such as by a credit rating agency or external auditor.</p>	

56,	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
57	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Remedies and actions related to delinquency and default of debtor (Article 21(9))	
	<p>68. Investors should be in a position to know, when they receive the transaction documentation, what procedures and remedies are planned in the event that adverse credit events affect the underlying exposures of the securitisation. Transparency of remedies and procedures, in this respect, allows investors to model the credit risk of the underlying exposures with less uncertainty. In addition, clear, timely and transparent information on the characteristics of the waterfall determining the payment priorities is necessary for the investor to correctly price the securitisation position.</p> <p>69. To facilitate consistent interpretation of this criterion, the terms ‘in clear and consistent terms’ and ‘clearly specify’ should be further clarified.</p>	
	EBA Final non-ABCP STS Guidelines	
	5.7 Remedies and actions related to delinquency and default of debtor (Article 21(9))	
	<i>Clear and consistent terms</i>	
	<p>For the purposes of Article 21(9) of Regulation (EU) 2017/2402, to ‘set out clear and consistent terms’ and to ‘clearly specify’ should be understood as requiring that the same precise terms are used throughout the transaction documentation in order to facilitate the work of investors.</p>	

62,	Article 21 - Requirements relating to standardisation	BACK TO CHECKLIST
63	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
	Resolution of conflicts between different classes of investors	
	<p>70. The objective of this criterion is to help ensure clarity for securitisation noteholders of their rights and ability to control and enforce on the underlying credit claims or receivables. This should make the decision-making process more effective, for instance in circumstances where enforcement rights on the underlying assets are being exercised.</p> <p>71. To facilitate consistent interpretation of this criterion, the term ‘clear provisions that facilitate the timely resolution of conflicts between different classes of investors’ should be further interpreted.</p>	
	EBA Final non-ABCP STS Guidelines	
	5.8 Resolution of conflicts between different classes of investors (Article 20(10))	
	<i>Clear provisions facilitating the timely resolution of conflicts between different classes of investors</i>	
	<p>73. For the purposes of Article 21(10) of Regulation (EU) 2017/2402, provisions of the transaction documentation that ‘facilitate the timely resolution of conflicts between different classes of investors’, should include provisions with respect to all of the following:</p> <ul style="list-style-type: none"> (a) the method for calling meetings or arranging conference calls; (b) the maximum timeframe for setting up a meeting or conference call; (c) the required quorum; (d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision; (e) where applicable, a location for the meetings which should be in the Union. <p>74. For the purposes of Article 21(10) of Regulation (EU) 2017/2402, where mandatory statutory provisions exist in the applicable jurisdiction that set out how conflicts between investors have to be resolved, the transaction documentation may refer to these provisions.</p>	

64,	Article 22 - Requirements relating to transparency	BACK TO CHECKLIST
65,	EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	
66	<p>Data on historical default and loss performance (Article 22(1))</p> <p>72. The objective is to provide investors with sufficient information on an asset class to conduct appropriate due diligence and to provide access to a sufficiently rich data set to enable a more accurate calculation of expected loss in different stress scenarios. These data are necessary for investors to carry out proper risk analysis and due diligence, and they contribute to building confidence and reducing uncertainty regarding the market behaviour of the underlying asset class. New asset classes entering the securitisation market, for which a sufficient track record of performance has not yet been built up, may not be considered transparent in that they cannot ensure that investors have the appropriate tools and knowledge to carry out proper risk analysis.</p> <p>73. To facilitate consistent interpretation of this criterion, the following aspects should be further clarified:</p> <p>(a) its application to external data;</p> <p>(b) the term 'substantially similar exposures'.</p>	
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	<p>6.1 Data on historical default and loss performance (Article 22(1))</p> <p>Data</p> <p>75. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, where the seller cannot provide data in line with the data requirements contained therein, external data that are publicly available or are provided by a third party, such as a rating agency or another market participant, may be used, provided that all of the other requirements of that article are met.</p> <p>Substantially similar exposures</p> <p>76. For the purposes of Article 22(1) of Regulation (EU) 2017/2402, the term 'substantially similar exposures' should be understood as referring to exposures for which both of the following conditions are met:</p> <p>(a) the most relevant factors determining the expected performance of the underlying exposures are similar;</p> <p>(b) as a result of the similarity referred to in point (a) it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the transaction, or over a maximum of four years, where the life of the transaction is longer than four years, their performance would not be significantly different.</p> <p>77. The substantially similar exposures should not be limited to exposures held on the balance sheet of the originator.</p>	

67,	Article 22 - Requirements relating to transparency	BACK TO CHECKLIST
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	<p>Verification of a sample of the underlying exposures (Article 22(2))</p> <p>74. The objective of the criterion is to provide a level of assurance that the data on and reporting of the underlying credit claims or receivables is accurate and that the underlying exposures meet the eligibility criteria, by ensuring checks on the data to be disclosed to the investors by an external entity not affected by a potential conflict of interest within the transaction.</p> <p>75. To facilitate consistent interpretation of this criterion, the following aspects should be clarified:</p> <ul style="list-style-type: none"> (a) requirements on the sample of the underlying exposures subject to external verification; (b) requirements on the party executing the verification; (c) scope of the verification; (d) requirement on the confirmation of the verification. 	
	<p>EBA Final non-ABCP STS Guidelines</p> <p>6.2 Verification of a sample of the underlying exposures (Article 22(2))</p> <p><i>Sample of the underlying exposures subject to external verification</i></p> <p>78. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, the underlying exposures that should be subject to verification prior to the issuance should be a representative sample of the provisional portfolio from which the securitised pool is extracted and which is in a reasonably final form before issuance.</p> <p><i>Party executing the verification</i></p> <p>79. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, an appropriate and independent party should be deemed to be a party that meets both of the following conditions:</p> <ul style="list-style-type: none"> (a) it has the experience and capability to carry out the verification; (b) it is none of the following: <ul style="list-style-type: none"> (i) a credit rating agency; (ii) a third party verifying STS compliance in accordance with Article 28 of Regulation (EU) 2017/2402; (iii) an entity affiliated to the originator. <p><i>Scope of the verification</i></p> <p>80. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, the verification to be carried out based on the representative sample, applying a confidence level of at least 95%, should include both of the following:</p> <ul style="list-style-type: none"> (a) verification of the compliance of the underlying exposures in the provisional portfolio with the eligibility criteria that are able to be tested prior to issuance; (b) verification of the fact that the data disclosed to investors in any formal offering document in respect of the underlying exposures is accurate. <p><i>Confirmation of the verification</i></p> <p>81. For the purposes of Article 22(2) of Regulation (EU) 2017/2402, confirmation that this verification has occurred and that no significant adverse findings have been found should be disclosed.</p>	

69, 70	Article 22 - Requirements relating to transparency EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	BACK TO CHECKLIST
	Liability cashflow model (Article 22(3)) 76. The objective of this criterion is to assist investors in their ability to appropriately model the cash flow waterfall of the securitisation on the liability side of the SSPE. 77. To facilitate consistent interpretation of this criterion, the following aspects should be clarified: (a) interpretation of the term ‘precise’ representation of the contractual relationships; (b) implications when the model is provided by third parties.	
	EBA Final non-ABCP STS Guidelines Liability cash flow model (Article 22(3)) Precise representation of the contractual relationship 82. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, the representation of the contractual relationships between the underlying exposures and the payments flowing among the originator, sponsor, investors, other parties and the SSPE should be considered to have been done ‘precisely’ where it is done accurately and with an amount of detail sufficient to allow investors to model payment obligations of the SSPE and to price the securitisation accordingly. This may include algorithms that permit investors to model a range of different scenarios that will affect cash flows, such as different prepayment or default rates. Third parties 83. For the purposes of Article 22(3) of Regulation (EU) 2017/2402, where the liability cash flow model is developed by third parties, the originator or sponsor should remain responsible for making the information available to potential investors.	
71	Article 22 - Requirements relating to transparency EBA Final non-ABCP STS Guidelines – statements on <i>background and rationale</i>	BACK TO CHECKLIST
	Environmental performance of assets (Article 22(4)) 78. It should be clarified that this is a requirement of disclosure about the energy efficiency of the assets when this information is available to the originator, sponsor or SSPE, rather than a requirement for a minimum energy efficiency of the assets. 79. To facilitate consistent interpretation of this criterion, the term ‘available information related to the environmental performance’ should be further clarified.	
	EBA Final non-ABCP STS Guidelines Environmental performance of assets (Article 22(4)) Available information related to the environmental performance 84. This requirement should be applicable only if the information on the energy performance certificates for the assets financed by the underlying exposures is available to the originator, sponsor or the SSPE and captured in its internal database or IT systems. Where information is available only for a proportion of the underlying exposures, the requirement should apply only in respect of the proportion of the underlying exposures for which information is available.	