COPPEDÈ SPV S.R.L.

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

Euro 436,000,000 Class A Asset Backed Floating Rate Notes due January 2039

Issue price: 100 per cent.

This prospectus (the **Prospectus**) contains information relating to the issue by Coppedè SPV S.r.l., a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated under the laws of the Republic of Italy, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 05352460264, quota capital of Euro 10,000 fully paid-up, enrolled with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 7 June 2017 under no. 35955.4, having as its sole corporate object the realisation of securitisation transactions pursuant to the Securitisation Law (the **Issuer**), of Euro 436,000,000 Class A Asset Backed Floating Rate Notes due January 2039 (the **Class A Notes** or the **Senior Notes**). In connection with the issuance of the Senior Notes, the Issuer will also issue Euro 71,362,000 Class J Asset Backed Fixed Rate and Variable Return Notes due January 2039 (the **Class J Notes** or the **Junior Notes** and, together with the Senior Notes, the **Notes**).

This Prospectus has been approved by the Central Bank of Ireland (the **Central Bank**), as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**). **The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the Central Bank should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.** Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) for the Senior Notes to be admitted to the official list of the Euronext Dublin and to trading on its regulated market with effect from the Issue Date. Such approval relates only to the Senior Notes which are to be admitted to trading on the regulated market of Euronext Dublin which is a regulated market for the purposes of Directive 2014/65/EU. The Class J Notes are not being offered pursuant to this Prospectus and no application has been made to list the Class J Notes on any stock exchange.

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

This Prospectus is valid until 23 November 2022. The obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies will cease to apply once the Notes have been admitted to trading on the regulated market. This Prospectus will be published by the Issuer on the website of the Euronext Dublin (being, as at the date of this Prospectus, https://www.euronext.com/en/markets/dublin) and will remain available for inspection on such website for at least 10 years.

The Notes will be issued on 23 November 2022 (the **Issue Date**) at an issue price equal to the following percentages of their principal amount upon issue: (a) Class A Notes: 100 per cent.; and (b) Class J Notes: 116.87 per cent. The minimum denomination of the Notes will be Euro 100,000 and integral multiples of Euro 1,000 in excess thereof. The Notes will be issued in dematerialised form (*in forma dematerializzata*) on behalf of the ultimate owners, until redemption and/or cancellation thereof, through Monte Titoli for the account of the relevant Monte Titoli Account Holders. Monte Titoli will act as depository for Clearstream and Euroclear in accordance with article 83-*bis* of the Consolidated Financial Act, through the authorised institutions listed in article 83-*quarter* of the Consolidated Financial Act. Title to the Notes will at all times be evidenced by book-entries in accordance with the provisions of (i) article 83-*bis* of the Consolidated Financial Act, and (ii) the CONSOB and Bank of Italy Joint Resolution. No physical document of title will be issued in respect of the Notes.

The principal source of payments of interest and repayment of principal on the Notes, as well as payment of Class J Variable Return (if any) on the Class J Notes, will be the proceeds of the Portfolio and the other Securitisation Assets. Pursuant to the terms of the Transfer Agreement, the Originator has assigned and transferred to the Issuer, which has purchased, without recourse (*pro soluto*), in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and article 58 of the Consolidated Banking Act, the Portfolio with economic effects from (but excluding) the Valuation Date and legal effects from (and including) the Transfer Date. The Purchase Price for the Portfolio will be financed by the Issuer using part of the proceeds of the issuance of the Notes and will be payable to the Originator on the Issue Date. The Receivables comprised in the Portfolio arise from Loans granted by Fides - Ente Commissionario per Facilitazioni Rateali ai Lavoratori - S.p.A. (**Fides**) to Debtors which are assisted by Salary Assignment and/or Payment Delegation.

Each Note will bear interest on its Principal Amount Outstanding from (and including) the Issue Date until final redemption and/or cancellation as provided for in Condition 6 (*Redemption, purchase and cancellation*). The rate of interest applicable from time to time to the Notes (the **Rate of Interest**) will be: (a) in respect of the Class A Notes, a floating rate equal to EURIBOR (as determined in accordance with the Conditions), plus a margin of 1.30 per cent. per annum; and (b) in respect of the Class J Notes, a fixed rate equal to 2.00 per cent. per annum. To the extent permitted by law, there shall be no maximum or minimum Rate of Interest in respect of the Class A Notes, provided that, should in relation to any Interest Period the algebraic sum of the EURIBOR and the relevant margin applicable to the Class A Notes result in a negative rate, then the Rate of Interest applicable to the Class A Notes shall be deemed to be 0 (zero).

Interest on the Notes will accrue on a daily basis and will be payable in Euro in arrear by reference to successive Interest Periods on each date falling (i) prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, on 28 January, 28 April, 28 July and 28 October in each year (or, if such day is not a Business Day, the immediately following Business Day), or (ii) following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, on any such Business Day as determined by the Representative of the Noteholders on which payments are to be made under the Securitisation (each, a **Payment Date**), in each case in accordance with the applicable Priority of Payments. The first payment of interest on the Notes will be due on the Payment Date falling on 30 January 2023 in respect of the Interest Period from (and including) the Issue Date up to (but excluding) such Payment Date. In addition, a variable return may or may not be payable on the Class J Notes (the **Class J Variable Return**) in Euro on each Payment Date, in accordance with the applicable Priority of Payments. On each Payment Date, the Class J Variable Return will be equal to any Issuer Available Funds remaining

after making payments under items (i) (*first*) to (xiii) (*thirteenth*) (inclusive) of the Pre-Acceleration Priority of Payments or under items (i) (*first*) to (xii) (*twelfth*) (inclusive) of the Post-Acceleration Priority of Payments, as the case may be, and may be equal to 0 (zero).

The Senior Notes are expected, on issue, to be assigned the following ratings: (a) "AA (sf)" by Fitch Ratings Ireland Limited (*Sede Secondaria Italiana*); and (b) "Aa3 (sf)" by Moody's Investors Service España, S.A.. The Class J Notes are not expected to be assigned any credit rating.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision or withdrawal at any time by the assigning rating organisation. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under Regulation (EC) no. 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as subsequently amended (the **EU CRA Regulation**), unless such rating is provided by a credit rating agency not established in the European Union but is endorsed by a credit rating agency established in the European Union and registered under the EU CRA Regulation or such rating is provided by a credit rating agency not established in the European Union which is certified under the EU CRA Regulation. In general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the UK and registered under Regulation (EC) no. 1060/2009 on credit rating agencies, as it forms part of domestic law of the United Kingdom by virtue of the EUWA (the **UK CRA Regulation**), unless such rating is provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or such rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation.

As at the date of this Prospectus, each of Fitch Ratings Ireland Limited (*Sede Secondaria Italiana*) and Moody's Investors Service España, S.A. (together, the **Rating Agencies**) is established in the European Union and is registered under the EU CRA Regulation, as evidenced in the latest update of the list published by ESMA on its website (being, as at the date of this Prospectus, www.esma.europa.eu). As at the date of this Prospectus, each of the Rating Agencies is not established in the UK but the ratings assigned by each of Fitch Ratings Ireland Limited (*Sede Secondaria Italiana*) and Moody's Investors Service España, S.A. are endorsed by, respectively, Fitch Ratings Limited and Moody's Investors Service, each of which is registered under the UK CRA Regulation, as evidenced in the latest update of the list published by FCA on its website (being, as at the date of this Prospectus, https://register.fca.org.uk/s/).

After the Issue Date an application will be made to a central bank in the Euro-zone to record the Class A Notes as eligible collateral, within the meaning of the guidelines of the European Central Bank (**ECB**). However, there is no assurance that the Class A Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life.

The Notes will constitute direct and limited recourse obligations solely of the Issuer backed by the Portfolio and the other Securitisation Assets. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by, any person except the Issuer and no person other than the Issuer will be liable in respect of any failure by the Issuer to make payment of any amount due on the Notes. The Notes will benefit of the provisions of the Securitisation Law pursuant to which the Portfolio and the other Securitisation Assets will be segregated (*costituiscono patrimonio separato*) under Italian law from all other assets of the Issuer and from the assets relating to any Further Securitisation and will only be available, both before and after a winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor. The Notes will have also the benefit of the Issuer Transaction Security.

All payments in respect of the Notes by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties or charges of whatsoever nature unless such withholding or deduction is required by law. Neither the Issuer nor any other person shall be obliged to pay any additional amount to any Noteholder on account of such withholding or deduction.

Unless previously redeemed in full or cancelled, the Issuer shall redeem the Notes at their Principal Amount Outstanding (together with any accrued but unpaid interest), in accordance with the Post-Acceleration Priority of Payments, on the Payment Date falling in January 2039 (the **Final Maturity Date**). The Issuer may not redeem the Notes in whole or in part prior to the Final Maturity Date except as provided for in Condition 6(c) (*Mandatory redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), but without prejudice to Condition 9 (*Trigger Events*) and Condition 10 (*Enforcement*).

The Notes will be finally and definitively cancelled on: (i) the earlier of (A) the Final Maturity Date if the Notes are redeemed in full, and (B) the date on which the Notes are finally redeemed following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or pursuant to Condition 6(c) (*Mandatory redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*); or (ii) if the Notes cannot be redeemed in full on the Final Maturity Date as a result of the Issuer having insufficient Issuer Available Funds for application in or towards such redemption, on the later of (A) the Payment Date immediately following the date on which all the Receivables will have been paid in full; and (B) the Payment Date immediately following the date on which all the Receivables then outstanding will have been entirely written off by the Issuer as a consequence of the Servicer having determined that there is no reasonable likelihood of there being any further realisations in respect of the Portfolio and the other Securitisation Assets (whether arising from judicial enforcement proceedings or otherwise) which would be available to pay unpaid amounts outstanding under the Notes (the applicable date of cancellation, the **Cancellation Date**).

The Notes will be subject to mandatory redemption (*pro rata* within each Class) in whole or in part on each Payment Date to the extent that the Issuer has sufficient Issuer Available Funds for such purpose in accordance with the applicable Priority of Payments. Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the Class A Notes shall be redeemed up to the Class A Redemption Amount and the Class J Notes shall be redeemed up to the Class J Redemption Amount in accordance with the Pre-Acceleration Priority of Payments. Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), all Classes of Notes shall be redeemed up to their respective Principal Amount Outstanding in accordance with the Post-Acceleration Priority of Payments.

Under the Intercreditor Agreement, the Originator has undertaken that, from the Issue Date, it will: (a) retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, in accordance with option (d) of article 6(3) of the EU Securitisation Regulation and of article 6(3) of the UK Securitisation Regulation (as interpreted and applied on the date hereof) and the applicable Technical Standards; (b) not change the manner in which the net economic interest is held, unless expressly permitted by article 6(3) of the EU Securitisation Regulation and article 6(3) of the UK Securitisation Regulation (as interpreted and applied on the date hereof) and the applicable Technical Standards; (c) procure that any change to the manner in which such retained interest is held in accordance with paragraph (b) above will be notified to the Calculation Agent to be disclosed in the SR Investor Report; and (d) comply with the disclosure obligations imposed on originators under article 7(1)(e)(iii) of the EU Securitisation Regulation and article 7(1)(e)(iii) of the UK Securitisation Regulation (as interpreted and applied on the date hereof), subject always to any requirement of law, by providing the Issuer and the Calculation Agent with the relevant information about the risk retained to be disclosed in the SR Investor Report, in each case provided that the Originator is only required to do so to the extent that the retention and disclosure requirements under the EU Securitisation Regulation and the UK Securitisation Regulation (as interpreted and applied on the date hereof) are applicable to the Securitisation.

The Securitisation will not involve risk retention by the Originator for the purposes of the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the **U.S. Risk Retention Rules**) and the issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules. The Originator intends to rely on an exemption provided for in Section __.20 of the U.S. Risk Retention Rules regarding non-U.S. transactions that meet certain requirements. Consequently, except with the prior written consent of the Originator (a **U.S. Risk Retention Consent**) and where such sale falls within the exemption provided by Section __.20 of the U.S. Risk Retention Rules, any Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any "U.S. persons" as defined in the U.S. Risk Retention Rules (**Risk Retention U.S. Persons**). Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is different from the definition of "U.S. person" in Regulation S. Each purchaser of Notes, including beneficial interests therein will, by its acquisition of a Note or beneficial interest therein, be deemed, and in certain circumstances will be required, to have made certain representations and agreements, including that it (1) either (i) is not a Risk Retention U.S. Person or (ii) has obtained a U.S. Risk Retention Consent from the Originator, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section_.20 of the U.S. Risk Retention Rules).

The Securitisation is intended to qualify as a simple, transparent and standardised (**STS**) securitisation within the meaning of article 18 of Regulation (EU) no. 2402 of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation (the **EU Securitisation Regulation**). Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of articles 19 to 22 of the EU Securitisation Regulation (the **EU STS Requirements**) and, on or about the Issue Date, will be notified by the Originator to be included in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation (the **STS Notification**). Pursuant to article 27(2) of the EU Securitisation Regulation, the STS Notification includes an explanation by the Originator of how each of the EU STS Requirements has been complied with in the Securitisation. The STS Notification will be available for download on the ESMA website (being, as at the date of this Prospectus, https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre) (the **ESMA STS Register**). The 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.

The Originator has used the service of Prime Collateralised Securities (PCS) EU SAS (**PCS**), as a third party verifying STS compliance authorised under article 28 of the EU Securitisation Regulation in connection with an assessment of compliance of the Notes with the EU STS Requirements (the **STS Verification**) and to prepare an assessment of compliance of the Notes with the relevant provisions of article 243 of the CRR (the **CRR Assessment** and, together with the STS Verification, the **STS Assessments**). It is expected that the STS Assessments prepared by PCS will be available on the PCS website (being, as at the date of this Prospectus, https://pcsmarket.org/transactions/) together with a detailed explanation of its scope at https://pcsmarket.org/disclaimer/. For the avoidance of doubt, such PCS website and the contents thereof do not form part of this Prospectus. **No assurance can be provided that the Securitisation does or will continue to qualify as an STS-securitisation under the EU Securitisation Regulation and/or the UK Securitisation Regulation as at the date of this Prospectus or at any point in time in the future**. **The STS status of a transaction is not static and investors should verify the current status of the Securitisation on the ESMA STS Register**. None of the Issuer, Fides (in any capacity), the Arranger, the Representative of the Noteholders or any other Transaction Party makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation and/or the UK Securitisation Regulation at any point in time.

There will be restrictions on the sale of the Notes and on the distribution of information in respect thereof (for further details, see the section headed "*Subscription and Sale*").

IMPORTANT - EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the **EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of article 4(1) of Directive 2014/65/EU (**MiFID II**); (ii) a customer within the meaning of Directive (UE) 2016/97 (**IDD**), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or (iii) not a qualified investor as defined in article 2 of Regulation (EU) 2017/1129. Consequently no key information document required by Regulation (EU) no. 1286/2014 (the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT - UK RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of article 2 of Regulation (EU) no. 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) (**EUWA**); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of article 2(1) of Regulation (EU) no. 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in

article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) no. 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MiFID II product governance / target market - Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

UK MiFIR product governance / target market - Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) no. 600/2014 as it forms part of domestic law by virtue of the EUWA (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer's target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

Benchmark Regulation - Interest amounts payable in respect of the Senior Notes will be calculated by reference to EURIBOR as specified in the Conditions. As at the date of this Prospectus, EURIBOR is provided and administered by the European Money Markets Institute (**EMMI**). As at the date of this Prospectus, EMMI is authorised as benchmark administrator and included on the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of Regulation (EU) no. 2016/1011 (the **Benchmark Regulation**).

Capitalised words and expressions used in this Prospectus shall, unless defined in any other section and except so far as the context otherwise requires, have the meanings set out in the section headed "*Glossary*".

For a discussion of material risk factors and other factors that should be considered in connection with an investment in the Notes, see the section headed "*Risk Factors*" beginning on page 54.

Arranger

MEDIOBANCA - BANCA DI CREDITO FINANZIARIO S.P.A.

The date of this Prospectus is 22 November 2022.

Responsibility for information

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer, the information contained in this Prospectus is in accordance with the facts and the Prospectus makes no omission likely to affect the import of such information. The information in respect of which each of Fides, Banca Finanziaria Internazionale S.p.A. and BNP Paribas accepts, jointly with the Issuer, responsibility in the paragraphs identified below has been obtained by the Issuer from each of them. The Issuer confirms that the information in which Fides, Banca Finanziaria Internazionale S.p.A. and BNP Paribas accepts, jointly with the Issuer, responsibility has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by each of Fides, Banca Finanziaria Internazionale S.p.A. and BNP Paribas, no facts have been omitted which would render the reproduced information inaccurate or misleading.

None of the Issuer, the Representative of the Noteholders, the Arranger or any other Transaction Party other than Fides has undertaken or will undertake any investigations, searches or other actions to verify the details of the Receivables transferred by the Originator to the Issuer, nor has any of the Issuer, the Representative of the Noteholders, the Arranger or any other Transaction Party (other than Fides) undertaken, nor will they undertake, any investigations, searches or other actions to establish the creditworthiness of any Debtor in respect of the Receivables.

Fides accepts, jointly with the Issuer, responsibility for the information relating to itself, the Receivables, the Loan Agreements, the Debtors, the Loans, the Credit and Collection Policies and any other information relating to the Portfolio contained in the sections headed "The Principal Parties", "The Portfolio", "Fides", "The Credit and Collection Policies" and "Risk Retention and Transparency Requirements". Fides has also provided the data used as assumptions to make the calculations contained in the section headed "Estimated Weighted Average Life of the Senior Notes" on the basis of which the information and assumptions contained in the same section have been extrapolated and, together with the Issuer, accepts responsibility for such data. To the best of the knowledge of Fides, such information is in accordance with the facts and contains no omission likely to affect the import of such information.

Banca Finanziaria Internazionale S.p.A. accepts, jointly with the Issuer, responsibility for the information relating to itself contained in the sections headed "The Principal Parties" and "Banca Finint". To the best of the knowledge of Banca Finanziaria Internazionale S.p.A., such information is in accordance with the facts and contains no omission likely to affect the import of such information. The information relating to Banca Finanziaria Internazionale S.p.A. contained in the sections headed "The Principal Parties" and "Banca Finint" has been provided by Banca Finanziaria Internazionale S.p.A. solely for use in this Prospectus and Banca Finanziaria Internazionale S.p.A. is only responsible for the accuracy of the information relating to itself contained in those sections.

BNP Paribas accepts, jointly with the Issuer, responsibility for the information relating to itself contained in the sections headed "The Principal Parties" and "BNP Paribas". To the best of the knowledge of BNP Paribas, such information is in accordance with the facts and contains no omission likely to affect the import of such information. The information relating to BNP Paribas contained in the sections headed "The Principal Parties" and "BNP Paribas" has been provided by BNP Paribas solely for use in this Prospectus and BNP Paribas is only responsible for the accuracy of the information relating to itself contained in those sections.

To the fullest extent permitted by law, the Arranger does not accept any responsibility whatsoever for the contents of this Prospectus or for any other statement, made or purported to be made by the Arranger or on its behalf, in connection with the Issuer, the Originator, any other Transaction Party

or the issue and offering of the Notes. The Arranger disclaims all and any liability, whether arising in tort or contract or otherwise, which it might otherwise have in respect of this Prospectus or any such statement.

Representation about the Notes

No person has been authorised to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer, the Representative of the Noteholders, the Arranger or any other Transaction Party. Neither the delivery of this Prospectus nor any sale or allotment made in connection with the offering of any of the Notes shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer or any other Transaction Party or in any of the other information contained herein since the date hereof or that the information contained herein is correct as at any time subsequent to the date hereof. No person other than the Issuer (or in the case of Fides, Banca Finanziaria Internazionale S.p.A. and BNP Paribas solely to the extent described above) makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus.

Limited recourse

*The Notes will constitute direct and limited recourse obligations solely of the Issuer backed by the Portfolio and the other Securitisation Assets. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by, any person except the Issuer and no person other than the Issuer will be liable in respect of any failure by the Issuer to make payment of any amount due on the Notes. The Notes will benefit of the provisions of the Securitisation Law pursuant to which the Portfolio and the other Securitisation Assets will be segregated (*costituiscono patrimonio separato*) under Italian law from all other assets of the Issuer and from the assets relating to any Further Securitisation and will only be available, both before and after a winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor. The Notes will have also the benefit of the Issuer Transaction Security.*

Interest material to the offer

Save as described under the sections headed "Subscription and Sale" and "Risk Factors - Counterparty Risks - Conflicts of interest may influence the performance by the Transaction Parties of their respective obligations under the Securitisation", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

Other business relations

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

business even where to do so may be in conflict with the interests of Noteholders. The Relevant Entities may in so doing act without notice to, and without regard to, the interests of the Noteholders or any other person.

Selling Restrictions

The distribution of this Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law and by the Transaction Documents, in particular, as provided for by the Subscription Agreements. Persons into whose possession this Prospectus (or any part of it) comes are required by the Issuer to inform themselves about, and to observe, any such restrictions. Neither this Prospectus nor any part of it constitutes an offer, or may be used for the purpose of an offer, to sell any of the Notes, or a solicitation of an offer to buy any of the Notes, by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful.

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

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

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

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

The Notes may not be purchased by, or for the account or benefit of, any person except for persons that are not Risk Retention U.S. Persons. Consequently, except with the prior written consent of the Originator (a ***U.S. Risk Retention Consent****) and where such sale falls within the exemption provided by Section __.20 of the U.S. Risk Retention Rules, any Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any "U.S. persons" as defined in the U.S. Risk Retention Rules (****Risk Retention U.S. Persons****). Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is different from the definition of "U.S. person" in Regulation S. Each purchaser of Notes, including beneficial interests therein will, by its acquisition of a Note or beneficial interest therein, be deemed, and in certain circumstances will be required, to*

have made certain representations and agreements, including that it (1) either (i) is not a Risk Retention U.S. Person or (ii) has obtained a U.S. Risk Retention Consent from the Originator, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section_.20 of the U.S. Risk Retention Rules).

The Issuer will be relying on an exclusion or exemption from the definition of "Investment Company" under the Investment Company Act contained in Section 3(c)(1) of the Investment Company Act, although there may be additional statutory or regulatory exclusions or exemptions available to the Issuer. The Issuer is being structured so as not to constitute a "covered fund" for purposes of regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the "Volcker Rule".

***IMPORTANT - EEA RETAIL INVESTORS** - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the **EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of article 4(1) of Directive 2014/65/EU (**MiFID II**); (ii) a customer within the meaning of Directive (UE) 2016/97 (**IDD**), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or (iii) not a qualified investor as defined in article 2 of Regulation (EU) 2017/1129. Consequently no key information document required by Regulation (EU) no. 1286/2014 (the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.*

***IMPORTANT - UK RETAIL INVESTORS** - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of article 2 of Regulation (EU) no. 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) (**EUWA**); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of article 2(1) of Regulation (EU) no. 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) no. 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.*

***MiFID II product governance / target market** - Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own*

target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

UK MiFIR product governance / target market *- Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) no. 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer's target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.*

Benchmark Regulation - *Interest amounts payable in respect of the Senior Notes will be calculated by reference to EURIBOR as specified in the Conditions. As at the date of this Prospectus, EURIBOR is provided and administered by the European Money Markets Institute (**EMMI**). As at the date of this Prospectus, EMMI is authorised as benchmark administrator and included on the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of Regulation (EU) no. 2016/1011 (the **Benchmark Regulation**).*

Interpretation

Words and expressions in this Prospectus shall, except so far as the context otherwise requires, have the same meanings as those set out in the section headed "Glossary". These and other terms used in this Prospectus are subject to the definitions of such terms set out in the Transaction Documents, as they may be amended from time to time.

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

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

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

Forward-looking statements, including estimates, any other projections, forecasts and estimates in this Prospectus, are necessarily speculative and subjective in nature and some or all of the assumptions underlying the projections may not materialise or may vary significantly from actual results. Such statements are subject to risks and uncertainties that could cause the actual results to differ materially from those expressed or implied by such forward-looking statements. Prospective Noteholders are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this document and are based on assumptions that may prove to be inaccurate. No-one undertakes any obligation to update or revise any forward-looking statements contained herein to reflect events or circumstances occurring after the date of this Prospectus.

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

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

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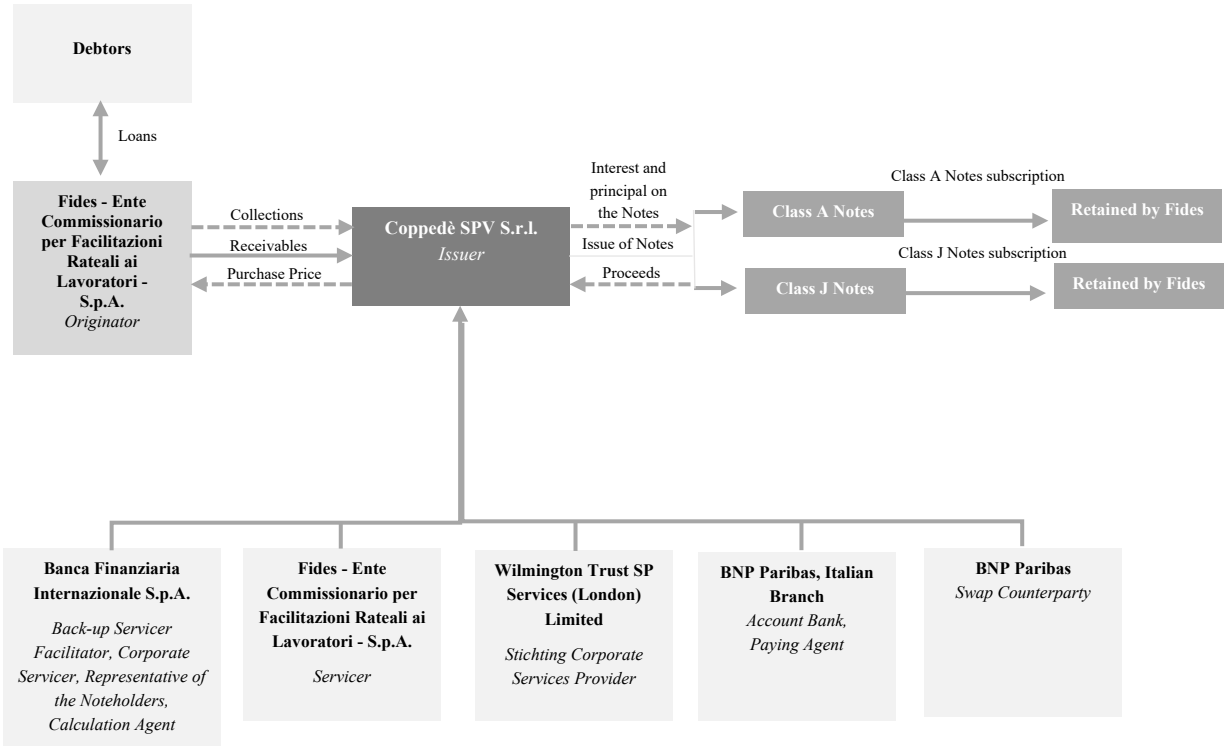
TRANSACTION OVERVIEW

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

Capitalised terms used, but not defined, in the overview below shall have the meanings given to them in the section headed "*Glossary*".

1. TRANSACTION DIAGRAM



2. THE PRINCIPAL PARTIES

Issuer

Coppedè SPV S.r.l., a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated under the laws of the Republic of Italy, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 05352460264, quota capital of Euro 10,000 fully paid-up, enrolled with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 7 June 2017 under no. 35955.4, having as its sole corporate object the realisation of securitisation transactions pursuant to the Securitisation Law.

The Issuer has been established as a special purpose vehicle

	for the purposes of issuing asset backed securities in the context of one or more securitisation transactions, subject to Condition 4(o) (*Further securitisations and corporate existence*). For further details, see the section headed "*The Issuer*".
Originator	**Fides - Ente Commissionario per Facilitazioni Rateali ai Lavoratori - S.p.A.**, a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Viale Regina Margherita, 279B, 00198 Rome, Italy, share capital equal to Euro 35,000,000, fiscal code and enrolment with the companies' register of Rome no. 00667720585, enrolled in the register of financial intermediaries ("*Albo Unico*") held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act under no. 29 (**Fides**). For further details, see the section headed "*Fides*".
Servicer	**Fides**. The Servicer will act as such pursuant to the Servicing Agreement. For further details, see the section headed "*Fides*".
Back-up Servicer Facilitator	**Banca Finanziaria Internazionale S.p.A.**, *breviter* **Banca Finint S.p.A.**, a bank incorporated as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, having its registered office in Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, share capital of Euro 91,743,007.00 fully paid up, tax code and enrolment in the companies' register of Treviso-Belluno no. 04040580963, VAT Group "*Gruppo IVA FININT S.P.A.*" - VAT no. 04977190265, registered in the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act under no. 5580 and in the register of the banking groups held by the Bank of Italy as parent company of the Banca Finanziaria Internazionale banking group, member of the "*Fondo Interbancario di Tutela dei Depositi*" and of the "*Fondo Nazionale di Garanzia*" (**Banca Finint**). The Back-up Servicer Facilitator will act as such pursuant to the Intercreditor Agreement. For further details, see the section headed "*Banca Finint*".
Corporate Servicer	**Banca Finint**. The Corporate Servicer will act as such pursuant to the Corporate Services Agreement. For further details, see the section headed "*Banca Finint*".

Representative of the Noteholders	**Banca Finint**. The Representative of the Noteholders will act as such pursuant to the Intercreditor Agreement and the Rules of the Organisation of the Noteholders. For further details, see the section headed "*Banca Finint*".
Calculation Agent	**Banca Finint**. The Calculation Agent will act as such pursuant to the Agency and Accounts Agreement. For further details, see the section headed "*Banca Finint*".
Account Bank	**BNP PARIBAS, Italian Branch**, a bank incorporated under the laws of France licensed to conduct banking operations, having its registered office at Boulevard des Italiens n. 16, Paris, France, registered with the Chamber of Commerce of Paris under number B662 042 449, with a fully paid-up share capital of Euro 2,468,663,292, which acts for the purposes hereof through its Italian branch, whose offices are located in Piazza Lina Bo Bardi n. 3, Milan, enrolled in the register of banks held by the Bank of Italy under no. 5482, fiscal code and VAT code no. 04449690157, REA no. 731270 (**BNP**). The Account Bank will act as such pursuant to the Agency and Accounts Agreement. For further details, see section headed "*BNP*".
Paying Agent	**BNP**. The Paying Agent will act as such pursuant to the Agency and Accounts Agreement. For further details, see the section headed "*BNP*".
Reporting Entity	**Issuer**. The Reporting Entity will act as such pursuant to the Intercreditor Agreement. For further details, see the section headed "*The Issuer*".
Quotaholder	**Stichting Lapislazzuli**, a Dutch law foundation (*stichting*) incorporated under the laws of The Netherlands, having its registered office at Locatellikade 1, 1076AZ Amsterdam, The Netherlands, with Italian fiscal code no. 91051520269 and enrolled with the Chamber of Commerce of The Netherlands under no. 86538551. For further details, see the section headed "*The Issuer*".

Stichting Corporate Services Provider	**Wilmington Trust SP Services (London) Limited**, a private limited liability company incorporated under the laws of England and Wales, having its registered office at Third Floor, 1 King's Arms Yard, London EC2R 7AF, United Kingdom, enrolled with the Trade Register of the Chamber of Commerce of England and Wales under no. 02548079. The Stichting Corporate Services Provider will act as such pursuant to the Stichting Corporate Services Agreement.
Listing Agent	**Walkers Listing Services Limited**, having its registered office at 5th Floor, The Exchange, George's Dock, IFSC, Dublin 1, D01 W3P9, Ireland.
Swap Counterparty	**BNP PARIBAS**, a bank incorporated under the laws of France licensed to conduct banking operations, having its registered office at Boulevard des Italiens n. 16, Paris, France, registered with the Chamber of Commerce of Paris under number B662 042 449, with a fully paid-up share capital of Euro 2,468,663,292. The Swap Counterparty will act as such pursuant to the Swap Agreement. For further details, see the section headed "*BNP*".
Arranger	**Mediobanca - Banca di Credito Finanziario S.p.A.** a bank incorporated under the laws of Italy, having its registered office at Piazzetta Enrico Cuccia, 1, 20121 Milan, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi under no. 00714490158, enrolled under no. 4753 with the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act and in the register of the banking groups held by the Bank of Italy as parent company of the Mediobanca banking group (**Mediobanca**).

As at the date of this Prospectus, there are no relationships of direct or indirect control or ownership among the parties listed above, except for the relationships between the Issuer and the Quotaholder as described in the section headed "*The Issuer*".

3. PRINCIPAL FEATURES OF THE NOTES

The Notes

On the Issue Date, the Issuer will issue:

(a) Euro 436,000,000 Class A Asset Backed Floating Rate Notes due January 2039 (the Class A Notes or the Senior Notes); and

(b) Euro 71,362,000 Class J Asset Backed Fixed Rate and Variable Return Notes due January 2039 (the Class J Notes or the Junior Notes and, together with the

Senior Notes, the Notes).

Issue Price

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

(a) Class A Notes: 100 per cent.;

(b) Class J Notes: 116.87 per cent.

Form and denomination

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

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

Interest on the Notes

Each Note will bear interest on its Principal Amount Outstanding from (and including) the Issue Date until final redemption and/or cancellation as provided for in Condition 6 (*Redemption, purchase and cancellation*).

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

(a) in respect of the Class A Notes, a floating rate equal to EURIBOR (as determined in accordance with the Conditions), plus a margin of 1.30 per cent. per annum; and

(b) in respect of the Class J Notes, a fixed rate equal to 2.00 per cent. per annum.

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

Interest on the Notes will accrue on a daily basis and will be payable in Euro in arrear by reference to successive Interest Periods on each date falling (i) prior to the delivery of a

	Trigger Notice or the occurrence of an Issuer Insolvency Event, on 28 January, 28 April, 28 July and 28 October in each year (or, if such day is not a Business Day, the immediately following Business Day), or (ii) following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, on any such Business Day as determined by the Representative of the Noteholders on which payments are to be made under the Securitisation (each, a **Payment Date**), in each case in accordance with the applicable Priority of Payments. The first payment of interest on the Notes will be due on the Payment Date falling on 30 January 2023 in respect of the Interest Period from (and including) the Issue Date up to (but excluding) such Payment Date
Interest deferral	Payments of interest on the Junior Notes will be subject to deferral to the extent that there are insufficient Issuer Available Funds on any Payment Date in accordance with the Pre-Acceleration Priority of Payments to pay in full the Aggregate Interest Amount which would otherwise be payable on the Junior Notes. The amount by which the aggregate amount of interest paid on the Junior Notes on any Payment Date in accordance with Condition 5 (*Interest and Class J Variable Return*) falls short of the Aggregate Interest Amount which otherwise would be payable on the Junior Notes on that date shall be aggregated with the amount of, and treated for the purposes of Condition 5 (*Interest and Class J Variable Return*) as if it were interest due on, the Junior Notes and, subject to as provided for below, payable on the next succeeding Payment Date. No interest will accrue on any amount so deferred. If, on the Cancellation Date, there remains any such shortfall, the amount of such shortfall will become due and payable on such date, subject in each case to the amounts of Issuer Available Funds and, to the extent unpaid, will be cancelled. Any Aggregate Interest Amount due but not payable on the Senior Notes on any Payment Date will not be deferred and any failure to pay such Aggregate Interest Amount will constitute a Trigger Event pursuant to Condition 9 (*Trigger Events*).
Class J Variable Return	In addition, a variable return may or may not be payable on the Class J Notes (the **Class J Variable Return**) in Euro on each Payment Date, in accordance with the applicable Priority of Payments. On each Payment Date, the Class J Variable Return will be equal to any Issuer Available Funds remaining after making payments under items (i) (*first*) to (xiii) (*thirteenth*) (inclusive) of the Pre-Acceleration Priority of Payments or under items (i) (*first*) to (xii) (*twelfth*) (inclusive) of the Post-Acceleration Priority of Payments, as the case may be, and may be equal to 0 (zero).

Status

The Notes will constitute direct and limited recourse obligations solely of the Issuer backed by the Portfolio and the other Securitisation Assets. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by, any person except the Issuer and no person other than the Issuer will be liable in respect of any failure by the Issuer to make payment of any amount due on the Notes.

Ranking and subordination

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*):

(a) in respect of the obligation of the Issuer to pay interest on the Notes:

(i) the Class A Notes will rank *pari passu* without preference or priority amongst themselves and in priority to repayment of principal on the Class A Notes up to the Class A Redemption Amount, payment of interest on the Class J Notes, repayment of principal on the Class J Notes up to the Class J Redemption Amount and payment of the Class J Variable Return (if any) on the Class J Notes; and

(ii) the Class J Notes will rank *pari passu* without preference or priority amongst themselves and in priority to repayment of principal on the Class J Notes up to the Class J Redemption Amount and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes and repayment of principal on the Class A Notes up to the Class A Redemption Amount;

(b) in respect of the obligation of the Issuer to pay the Class J Variable Return (if any) on the Class J Notes, the Class J Notes will rank *pari passu* without preference or priority amongst themselves, but subordinated to payment of interest on the Class A Notes, repayment of principal on the Class A Notes up to the Class A Redemption Amount, payment of interest on the Class J Notes and repayment of principal on the Class J Notes up to the Class J Redemption Amount;

(c) in respect of the obligation of the Issuer to repay principal on the Notes:

(i) the Class A Notes will rank *pari passu* without preference or priority amongst themselves and in priority to payment of interest on the Class J Notes, repayment of principal on the Class J Notes up to the Class J Redemption Amount and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes;

(ii) the Class J Notes will rank *pari passu* without preference or priority amongst themselves and in priority to payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes, repayment of principal on the Class A Notes up to the Class A Redemption Amount and payment of interest on the Class J Notes.

Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*):

(a) in respect of the obligation of the Issuer to pay interest on the Notes:

(i) the Class A Notes will rank *pari passu* without preference or priority amongst themselves and in priority to repayment of principal on the Class A Notes up to their Principal Amount Outstanding, payment of interest on the Class J Notes, repayment of principal on the Class J Notes up to their Principal Amount Outstanding and payment of the Class J Variable Return (if any) on the Class J Notes; and

(ii) the Class J Notes will rank *pari passu* without preference or priority amongst themselves and in priority to repayment of principal on the Class J Notes up to their Principal Amount Outstanding and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes and repayment of principal on the Class A Notes up to their Principal Amount Outstanding;

(b) in respect of the obligation of the Issuer to pay the Class J Variable Return (if any) on the Class J Notes,

the Class J Notes will rank *pari passu* without preference or priority amongst themselves, but subordinated to payment of interest on the Class A Notes, repayment of principal on the Class A Notes up to their Principal Amount Outstanding, payment of interest on the Class J Notes and repayment of principal on the Class J Notes up to their Principal Amount Outstanding;

(c) in respect of the obligation of the Issuer to repay principal on the Notes:

(i) the Class A Notes will rank *pari passu* without preference or priority amongst themselves and in priority to payment of interest on the Class J Notes, repayment of principal on the Class J Notes up to their Principal Amount Outstanding and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes;

(ii) the Class J Notes will rank *pari passu* without preference or priority amongst themselves and in priority to payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes, repayment of principal on the Class A Notes up to their Principal Amount Outstanding and payment of interest on the Class J Notes.

The rights of the Noteholders in respect of priority of payment of interest and principal on the Notes, as well as payment of the Class J Variable Return (if any) on the Class J Notes, are set out in Condition 3(a) (*Pre-Acceleration Priority of Payments*) or Condition 3(b) (*Priority of Payments - Post-Acceleration Priority of Payments*), as the case may be, and are subject to the provisions of the Intercreditor Agreement and subordinated to certain prior ranking amounts due by the Issuer as set out therein.

Withholding tax

All payments in respect of the Notes by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties or charges of whatsoever nature unless such withholding or deduction is required by law. Neither the Issuer nor any other person shall be obliged to pay any additional amount to any Noteholder on account of such withholding or deduction.

According to the provisions of article 6 of Decree 239, a holder of a Note who (i) is not a person resident for tax purposes (or an institutional investor incorporated) in a country which allows an adequate exchange of information

with the Republic of Italy, or (ii) is resident or incorporated in such a country but has not, *inter alia*, fulfilled all the requisite documentary requirements under Decree 239, receive amounts of interest payable on the Notes net of the Decree 239 Withholding.

For further details, see the section headed "*Taxation in the Republic of Italy*".

Final redemption

Unless previously redeemed in full or cancelled, the Issuer shall redeem the Notes at their Principal Amount Outstanding (together with any accrued but unpaid interest), in accordance with the Post-Acceleration Priority of Payments, on the Payment Date falling in January 2039 (the **Final Maturity Date**).

The Issuer may not redeem the Notes in whole or in part prior to the Final Maturity Date except as provided for in Condition 6(c) (*Mandatory redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), but without prejudice to Condition 9 (*Trigger Events*) and Condition 10 (*Enforcement*).

Cancellation

The Notes will be finally and definitively cancelled:

(a) on the earlier of (A) the Final Maturity Date if the Notes are redeemed in full, and (B) the date on which the Notes are finally redeemed following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or pursuant to Condition 6(c) (*Mandatory redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*); or

(b) if the Notes cannot be redeemed in full on the Final Maturity Date as a result of the Issuer having insufficient Issuer Available Funds for application in or towards such redemption, on the later of (A) the Payment Date immediately following the date on which all the Receivables will have been paid in full, and (B) the Payment Date immediately following the date on which all the Receivables then outstanding will have been entirely written off by the Issuer as a consequence of the Servicer having determined that there is no reasonable likelihood of there being any further realisations in respect of the Portfolio and the other Securitisation Assets (whether arising from judicial enforcement proceedings or otherwise) which would be available to pay unpaid amounts outstanding under the Notes,

(the applicable date of cancellation, the Cancellation Date).

Estimated Weighted Average Life of the Senior Notes	Calculations as to the estimated weighted average life of the Senior Notes are based on various assumptions relating also to unforeseeable circumstances. For further details, see the sections headed "*Risk Factors - Risks Relating to the Underlying Assets - Yield to maturity, amortisation and weighted average life of the Senior Notes are influenced by a number of factors*" and "*Estimated Weighted Average Life of the Senior Notes*". **No assurance can be given that such assumptions and estimates will be accurate and, therefore, calculations as to the estimated weighted average life of the Senior Notes must be viewed with considerable caution.**
Mandatory redemption	The Notes will be subject to mandatory redemption (*pro rata* within each Class) in whole or in part on each Payment Date to the extent that the Issuer has sufficient Issuer Available Funds for such purpose in accordance with the applicable Priority of Payments. Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the Class A Notes shall be redeemed up to the Class A Redemption Amount and the Class J Notes shall be redeemed up to the Class J Redemption Amount in accordance with the Pre-Acceleration Priority of Payments. Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), all Classes of Notes shall be redeemed up to their respective Principal Amount Outstanding in accordance with the Post-Acceleration Priority of Payments.
Early redemption for Tax or Illegality Event	Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer may redeem at its option the Senior Notes (in whole but not in part) and the Junior Notes (in whole or in part) at their Principal Amount Outstanding (together with any accrued but unpaid interest) in accordance with the Post-Acceleration Priority of Payments, on any Payment Date following the occurrence of a Tax or Illegality Event in accordance with Condition 6(d) (*Early redemption for Tax or Illegality Event*). For the purposes of Condition 6(d) (*Early redemption for Tax or Illegality Event*), **Tax or Illegality Event** means the circumstance that, by reason of a change in law or regulation

or the interpretation or administration thereof since the Issue Date:

(a) the Securitisation Assets become subject to taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any applicable taxing authority having jurisdiction; or

(b) either the Issuer or any paying agent or any custodian appointed in respect of the Notes is required to deduct or withhold any amount (other than in respect of a Decree 239 Withholding) in respect of any Class of Notes, from any payment of principal or interest on such Payment Date for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction and provided that such deduction or withholding may not be avoided by appointing a replacement paying agent or custodian in respect of the Notes before the Payment Date following the change in law or the interpretation or administration thereof; or

(c) any amounts of interest payable on the Loans to the Issuer are required to be deducted or withheld from the Issuer or the relevant payor for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction; or

(d) it is or becomes unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any Transaction Document.

The Issuer's right to redeem the Notes in the manner described above shall be subject to the Issuer:

(a) giving not more than 60 (sixty) nor less than 30 (thirty) days' written notice (which notice shall be irrevocable) to the Representative of the Noteholders, the Swap Counterparty and the Noteholders in accordance with Condition 16 (*Notices*) of its intention to redeem the Senior Notes (in whole but not in part) and the Junior Notes (in whole or in part) on

the next succeeding Payment Date at their Principal Amount Outstanding (together with any accrued but unpaid interest), pursuant to Condition 6(d) (*Early redemption for Tax or Illegality Event*); and

(b) on or prior to the delivery of the notice referred to in paragraph (a) above, providing to the Representative of the Noteholders:

(i) a legal opinion from a firm of lawyers of international reputation opining on the relevant change in law or regulation or interpretation or administration thereof;

(ii) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) stating that any of the Tax or Illegality Events will apply on the next Payment Date and cannot be avoided by the Issuer taking reasonable endeavours; and

(iii) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) to the effect that the Issuer will have sufficient funds on such Payment Date to discharge at least its obligations under the Senior Notes and any obligations ranking in priority thereto, or *pari passu* therewith, together with any additional taxes payable by the Issuer by reason of such early redemption of the Notes, in accordance with the Post-Acceleration Priority of Payments.

Under the Transfer Agreement, the Issuer has irrevocably granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase (in whole but not in part) the Portfolio then outstanding following the occurrence of a Tax or Illegality Event in order to finance the early redemption of the Notes in accordance with Condition 6(d) (*Early redemption for Tax or Illegality Event*). If the Originator exercises such option, then the Issuer shall redeem the Notes as described above.

For further details, see the section headed "*Description of the Transaction Documents - The Transfer Agreement*".

Early redemption for Clean-up Call Event

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer may redeem at its option the Senior Notes (in whole but not in part) and the Junior Notes (in whole or in part) at their Principal Amount Outstanding (together with any accrued but unpaid interest) in accordance with the Post-Acceleration Priority of Payments, on any Payment Date following the occurrence of a Clean-up Call Event in accordance with Condition 6(e) (*Early*

redemption for Clean-up Call Event).

For the purposes of Condition 6(e) (*Early redemption for Clean-up Call Event*), **Clean-up Call Event** means the circumstance that, on any date, the Principal Amount Outstanding of the Senior Notes is equal to or lower than 10 per cent. of the principal amount of the Senior Notes upon issue.

The Issuer's right to redeem the Notes in the manner described above shall be subject to the Issuer:

(a) giving not more than 60 (sixty) nor less than 30 (thirty) days' written notice (which notice shall be irrevocable) to the Representative of the Noteholders, the Swap Counterparty and the Noteholders in accordance with Condition 16 (*Notices*) of its intention to redeem the Senior Notes (in whole but not in part) and the Junior Notes (in whole or in part) on the next succeeding Payment Date at their Principal Amount Outstanding (together with any accrued but unpaid interest), pursuant to Condition 6(e) (*Early redemption for Clean-up Call Event*); and

(b) on or prior to the delivery of the notice referred to in paragraph (a) above, providing to the Representative of the Noteholders a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) to the effect that the Issuer will have sufficient funds on such Payment Date to discharge at least its obligations under the Senior Notes and any obligations ranking in priority thereto, or *pari passu* therewith, in accordance with the Post-Acceleration Priority of Payments.

Under the Transfer Agreement, the Issuer has irrevocably granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase (in whole but not in part) the Portfolio then outstanding following the occurrence of the Clean-up Call Event, in order to finance the early redemption of the Notes in accordance with Condition 6(e) (*Early redemption for Clean-up Call Event*). If the Originator exercises such option, then the Issuer shall redeem the Notes as described above.

Source of payments of the Notes

The principal source of payments of interest and repayment of principal on the Notes, as well as payment of the Class J Variable Return (if any) on the Class J Notes, will be the proceeds of the Portfolio and the other Securitisation Assets.

Segregation of the Portfolio and the other Securitisation Assets

The Notes will benefit of the provisions of the Securitisation Law pursuant to which the Portfolio and the other Securitisation Assets will be segregated (*costituiscono patrimonio separato*) under Italian law from all other assets of

the Issuer and from the assets relating to any Further Securitisation and will only be available, both before and after a winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor. The Notes will have also the benefit of the Issuer Transaction Security.

For further details, see the section headed "*Selected Aspects of Italian Law - Ring-fencing of the assets*".

The Portfolio and the other Securitisation Assets may not be seized or attached in any form by creditors of the Issuer other than the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor until full discharge by the Issuer of its payment obligations under the Notes and/or cancellation thereof. Pursuant to the terms of the Intercreditor Agreement, the Issuer has empowered the Representative of the Noteholders, following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or a Specified Event, to exercise all the Issuer's rights, powers and discretions under the Transaction Documents taking such action in the name and on behalf of the Issuer as the Representative of the Noteholders will deem necessary to protect the interests of the Issuer, the Noteholders and the Other Issuer Creditors in respect of the Portfolio and under the Transaction Documents. Italian law governs the delegation of such power.

For further details, see the section headed "*Description of the Transaction Documents - The Intercreditor Agreement*".

Trigger Events

The occurrence of any of the following events will constitute a **Trigger Event**:

(i) *Non-payment*: default is made by the Issuer:

(A) in respect of any payment of interest due on the Senior Notes, provided that such default remains unremedied for 5 (five) Business Days; or

(B) in respect of any repayment of principal due on any Class of Notes on the Final Maturity Date, provided that such default remains unremedied for 5 (five) Business Days; or

(C) in respect of any repayment of principal due and payable on the Senior Notes on any Payment Date prior to the Final Maturity Date (to the extent the Issuer has sufficient Issuer Available Funds to make such repayment of principal in accordance with the applicable Priority of Payments), provided that such default remains unremedied for 5 (five)

Business Days (it being understood that, prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Servicer fails to deliver the Servicer's Report to the Calculation Agent by the relevant Servicer's Report Date (or such later date as may be agreed between the Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), no amount of principal will be due and payable in respect of the Notes); or

(ii) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its obligations (other than any payment obligations under paragraph (i) above) under the Notes or the Transaction Documents in any respect which is material for the interests of the Noteholders, provided that such default remains unremedied for 15 (fifteen) Business Days after the occurrence thereof (except where such default is not capable of remedy, in which case no remedy period will be given); or

(iii) *Misrepresentation*: any of the representations and warranties made by the Issuer under any of the Transaction Documents proves to be untrue, incorrect or misleading when made or repeated in any respect which is material for the interests of the Noteholders, provided that such breach remains unremedied for 15 (fifteen) Business Days after the occurrence thereof (except where such breach is not capable of remedy, in which case no remedy period will be given); or

(iv) *Issuer Insolvency Event*: an Issuer Insolvency Event occurs; or

(v) *Unlawfulness*: it is or will become unlawful for the Issuer (by reason of a change in law or the interpretation or administration thereof since the Issue Date) to perform or comply with any of its obligations under or in respect of the Notes or any Transaction Document, or any obligation of the Issuer under any Transaction Document ceases to be legal, valid, binding and enforceable or any Transaction Document or any obligation contained or purported to be contained therein is not effective or is alleged by the Issuer to be ineffective for any reason, or any of

the Issuer's rights under the Notes or any Transaction Document are or will (by reason of a change in law or the interpretation or administration thereof since the Issue Date) be materially adversely affected

If a Trigger Event occurs, then the Representative of the Noteholders:

(a) in the circumstances under paragraphs (i) (*Non-payment*), (iv) (*Issuer Insolvency Event*) and (v) (*Unlawfulness*) above, shall; or

(b) in the circumstances under paragraphs (ii) (*Breach of other obligations*) or (iii) (*Misrepresentation*) above, may (with the prior consent of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes),

serve a written notice on the Issuer (with copy to the Originator, the Servicer, the Calculation Agent and the Noteholders in accordance with Condition 16 (*Notices*)) (the **Trigger Notice**), provided that the Representative of the Noteholders shall have been indemnified and/or secured to its satisfaction against all duly documented fees, costs, expenses and liabilities to which it may thereby become liable or which it may incur by so doing.

Upon the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Notes shall (subject to Condition 15 (*Limited recourse and non-petition*)) become immediately due and repayable at their Principal Amount Outstanding (together with any accrued but unpaid interest) without further action, notice or formalities, and all payments due by the Issuer shall be made in accordance with the Post-Acceleration Priority of Payments and on such dates as the Representative of the Noteholders shall determine as being Payment Dates.

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

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

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

In case of disposal of the Portfolio then outstanding, pursuant to the Intercreditor Agreement the Issuer has granted to the Originator a pre-emption right whereby the Originator will be entitled to purchase (or cause any third party designated by it to purchase) the outstanding Portfolio for a consideration equal to the sale price determined in accordance with the provisions of the Intercreditor Agreement and to be preferred to any third party potential purchaser. The Originator has the right to exercise such pre-emption right and purchase the outstanding Portfolio by serving a written notice on the Issuer and the Representative of the Noteholders within 30 (thirty) Business Days from receipt of a written communication from the Representative of the Noteholders informing the same of the proposed disposal of the Portfolio and the relevant sale price.

For further details, see the section headed "*Description of the Transaction Documents - The Intercreditor Agreement*".

Limited Recourse

All obligations of the Issuer to make payments to each Issuer Creditor, including, without limitation, the obligations under the Notes or any Transaction Document to which such Issuer Creditor is a party (other than the obligation to pay the Purchase Price for the Portfolio to the Originator), will be limited in recourse and shall arise and become due and payable in an amount equal as at the relevant date to the lower of (i) the aggregate nominal amount of such payment which, but for the operation of the applicable Priority of Payments, would be due and payable at such time to such Issuer Creditor; and (ii) the Issuer Available Funds net of any sums which are payable by the Issuer in accordance with the

applicable Priority of Payments in priority to, or *pari passu* with, sums payable to such Issuer Creditor.

In particular:

(a) without prejudice to the provisions of Condition 5(i) (*Interest and Class J Variable Return - Interest Deferral*) regarding the Senior Notes, if the Issuer Available Funds are insufficient to pay any amount due and payable on any Payment Date in accordance with the applicable Priority of Payments, the shortfall then occurring will not be payable on that Payment Date but will become payable on the subsequent Payment Date if and to the extent that funds may be used for this purpose in accordance with the applicable Priority of Payments. Such shortfall will not accrue interest;

(b) accordingly, it is agreed that (A) the limited recourse nature of the obligations under the Notes or any Transaction Document produces the effect of a *contratto aleatorio* and the consequences thereof are accepted, including but not limited to the provisions of article 1469 of the Italian civil code, and (B) the Issuer Creditors will have an existing claim against the Issuer only in respect of the Issuer Available Funds which may be applied for the relevant purpose as at the relevant date and will not have any claim, by operation of law or otherwise, against, or recourse to, the Issuer's other assets or its contributed capital;

(c) all payments to be made by the Issuer to each Issuer Creditor, whether under the Notes or any Transaction Document to which such Issuer Creditor is a party or otherwise, will be made by the Issuer solely on the Payment Dates from the Issuer Available Funds, except as permitted in the Transaction Documents; and

(d) unless paid before in accordance with the provisions set out above, all the obligations of the Issuer to each Issuer Creditor will expire on the Cancellation Date.

It is understood that any amount which is expressly stated to be paid by the Issuer outside the Priority of Payments pursuant to the Transaction Documents will not be subject to the Priority of Payments and will be due and payable within the limits of the funds standing to the credit of the relevant Account at that time.

Non-petition

Only the Representative of the Noteholders may pursue the remedies available under the general law or under the Transaction Documents to obtain payment of the obligations of the Issuer arising under the Notes and the Transaction

Documents or enforce the Issuer Transaction Security and no Issuer Creditor shall be entitled to proceed directly against the Issuer to obtain payment of such obligation or enforce the Issuer Transaction Security.

In particular:

(a) no Issuer Creditor (nor any person on its behalf) is entitled, save as expressly permitted by the Transaction Documents, to direct the Representative of the Noteholders to enforce the Issuer Transaction Security or to take any proceedings against the Issuer to enforce the Issuer Transaction Security;

(b) no Issuer Creditor (nor any person on its behalf, other than the Representative of the Noteholders) is entitled, save as expressly permitted by the Transaction Documents, to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due by the Issuer to such Issuer Creditor;

(c) until the date falling 2 (two) years and 1 (one) day after the Cancellation Date or, if later, the date on which the notes issued by the Issuer in the context of any Further Securitisation have been redeemed in full and/or cancelled in accordance with the relevant terms and conditions, no Issuer Creditor (nor any person on its behalf, other than the Representative of the Noteholders when so directed by an Extraordinary Resolution of the Noteholders and only if the representatives of the noteholders of all Further Securitisations carried out by the Issuer (if any) have been so directed by an extraordinary resolution of the noteholders under the relevant securitisation transaction) shall initiate or join any person in initiating an Issuer Insolvency Event; and

(d) no Issuer Creditor is entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step that would result in any Priority of Payments not being complied with.

The Organisation of the Noteholders and the Representative of the Noteholders

The Organisation of the Noteholders will be established upon and by virtue of the issuance of the Notes and will remain in force and in effect until redemption in full and/or cancellation of the Notes.

Pursuant to the Rules of the Organisation of the Noteholders, for as long as any Note is outstanding, there will at all times be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of the Noteholders, will be made by the Noteholders subject to and in accordance with the Rules of the

	Organisation of the Noteholders, except for the initial Representative of the Noteholders which has been appointed by the Senior Notes Subscriber and the Junior Notes Subscriber in the Intercreditor Agreement. Each Noteholder is deemed to accept such appointment. Pursuant to the Intercreditor Agreement, the Issuer has irrevocably appointed, effective as from the Issue Date, the Representative of the Noteholders, as its true and lawful agent (*mandatario con rappresentanza*) in the interest, and for the benefit of, the Noteholders and the Other Issuer Creditors pursuant to article 1411 and article 1723, second paragraph, of the Italian civil code, to exercise, in the name and on behalf of the Issuer, all and any of the Issuer's rights (other than the rights and powers pertaining to the activities delegated to the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Stichting Corporate Services Provider or the Agents under the Transaction Documents) arising from each of the Transaction Documents to which the Issuer is or will be a party. Pursuant to the Intercreditor Agreement, the Other Issuer Creditors have jointly appointed the Representative of the Noteholders as their true and lawful agent (*mandatario con rappresentanza*) to act also in the name and on behalf of the Other Issuer Creditors and in accordance with the provisions of articles 1723, second paragraph, and 1726 of the Italian civil code, and have authorised the Representative of the Noteholders to (i) do any act, matter or thing which it considers necessary to exercise or protect the Other Issuer Creditors' rights under any of the Transaction Documents, and (ii) receive, following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, as sole agent (*mandatario esclusivo*) all monies payable by the Issuer to the Other Issuer Creditors in accordance with the Post-Acceleration Priority of Payments. For further details, see the sections headed "*Terms and Conditions of the Notes*" and "*Description of the Transaction Documents - The Intercreditor Agreement*".
Selling Restrictions	There are restrictions on the sale of the Notes and on the distribution of information in respect thereof. For further details, see the section headed "*Subscription and Sale*".
Purchase of Notes by the Issuer	The Issuer may not purchase any Notes at any time.
Approval, listing and admission to trading of the Senior Notes	This Prospectus has been approved by the Central Bank of Ireland (the **Central Bank**) as competent authority under the Prospectus Regulation. The Central Bank only approves this Prospectus as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Regulation.

Application has been made to the Euronext Dublin for the Class A Notes to be admitted to the official list of the Euronext Dublin and trading on the regulated market of Euronext Dublin. Such approval relates only to the Class A Notes which are to be admitted to trading on the regulated market of Euronext Dublin which is a regulated market for the purposes of Directive 2014/65/EU.

The Class J Notes are not being offered pursuant to this Prospectus and no application has been made to list the Class J Notes on any stock exchange.

This Prospectus will be published by the Issuer on the website of the Euronext Dublin (being, as at the date of this Prospectus, https://www.euronext.com/en/markets/dublin) and will remain available for inspection on such website for at least 10 years.

Credit ratings of the Senior Notes

The Senior Notes are expected, on issue, to be assigned the following ratings:

(a) "AA (sf)" by Fitch Ratings Ireland Limited (*Sede Secondaria Italiana*); and

(b) "Aa3 (sf)" by Moody's Investors Service España, S.A.

The Class J Notes are not expected to be assigned any credit rating.

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

With reference to the rating specified above to be assigned by Fitch Ratings Ireland Limited (*Sede Secondaria Italiana*), in accordance with Fitch definitions available as at the date of this Prospectus on the website https://www.fitchratings.com/products/rating-definitions#rating-scales, "AA" means expectations of very low default risk. It indicates very strong capacity for payment of financial commitments. This capacity is not significantly vulnerable to foreseeable events.

With reference to the rating specified above to be assigned by Moody's Investors Service España, S.A., in accordance with Moody's definitions available as at the date of this Prospectus on the website https://www.moodys.com/sites/products/productattachments/ap075378_1_1408_ki.pdf, "Aa3" means high quality and very low credit risk. Modifier 3 indicates a ranking in the lower end of the relevant rating category.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under Regulation (EC) no. 1060/2009 on credit rating agencies, as subsequently amended (the **EU CRA Regulation**), unless such rating is provided by a credit rating agency not established in the European Union but is endorsed by a credit rating agency established in the European Union and registered under the EU CRA Regulation or such rating is provided by a credit rating agency not established in the European Union which is certified under the EU CRA Regulation. In general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the UK and registered under Regulation (EC) no. 1060/2009 on credit rating agencies, as it forms part of domestic law of the United Kingdom by virtue of the EUWA (the **UK CRA Regulation**), unless such rating is provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or such rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation.

As at the date of this Prospectus, each of Fitch Ratings Ireland Limited (*Sede Secondaria Italiana*) and Moody's Investors Service España, S.A. (together, the **Rating Agencies**) is established in the European Union and is registered under the EU CRA Regulation, as evidenced in the latest update of the list published by ESMA on its website (being, as at the date of this Prospectus, www.esma.europa.eu). As at the date of this Prospectus, each of the Rating Agencies is not established in the UK but the ratings assigned by each of Fitch Ratings Ireland Limited (*Sede Secondaria Italiana*) and Moody's Investors Service España, S.A. are endorsed by, respectively, Fitch Ratings Limited and Moody's Investors Service, each of which is registered under the UK CRA Regulation, as evidenced in the latest update of the list published by FCA on its website (being, as at the date of this Prospectus, https://register.fca.org.uk/s/).

STS-Securitisation

The Securitisation is intended to qualify as a simple, transparent and standardised (**STS**) securitisation within the meaning of article 18 of Regulation (EU) no. 2402 of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation (the **EU Securitisation Regulation**). Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of articles 19 to 22 of the EU Securitisation Regulation (the **EU STS Requirements**) and, on or about the Issue Date, will be notified by the Originator to be included in the list published

by ESMA referred to in article 27(5) of the EU Securitisation Regulation (the **STS Notification**). Pursuant to article 27(2) of the EU Securitisation Regulation, the STS Notification includes an explanation by the Originator of how each of the EU STS Requirements has been complied with in the Securitisation. The STS Notification will be available for download on the ESMA website (being, as at the date of this Prospectus, https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre) (the **ESMA STS Register**).

The 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*".

The Originator has used the service of Prime Collateralised Securities (PCS) EU SAS (**PCS**), as a third party verifying STS compliance authorised under article 28 of the EU Securitisation Regulation in connection with an assessment of compliance of the Notes with the EU STS Requirements (the **STS Verification**) and to prepare an assessment of compliance of the Notes with the relevant provisions of article 243 of the CRR (the **CRR Assessment** and, together with the STS Verification, the **STS Assessments**). It is expected that the STS Assessments prepared by PCS will be available on the PCS website (being, as at the date of this Prospectus, https://pcsmarket.org/transactions/) together with a detailed explanation of its scope at https://pcsmarket.org/disclaimer/. For the avoidance of doubt, such PCS website and the contents thereof do not form part of this Prospectus. **No assurance can be provided that the Securitisation does or will continue to qualify as an STS-securitisation under the EU Securitisation Regulation and/or the UK Securitisation Regulation as at the date of this Prospectus or at any point in time in the future**. **The STS status of a transaction is not static and investors should verify the current status of the Securitisation on the ESMA STS Register**. None of the Issuer, Fides (in any capacity), the Arranger, the Representative of the Noteholders or any other Transaction Party makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation and/or the UK Securitisation Regulation at any point in time.

Retention requirements

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

(a) retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, in accordance with option (d) of article

6(3) of the EU Securitisation Regulation and article 6(3) of the UK Securitisation Regulation (as interpreted and applied on the date hereof) and the applicable Technical Standards;

(b) not change the manner in which the net economic interest is held, unless expressly permitted by article 6(3) of the EU Securitisation Regulation and article 6(3) of the UK Securitisation Regulation (as interpreted and applied on the date hereof) and the applicable Technical Standards;

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

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

in each case provided that the Originator is only required to do so to the extent that the retention and disclosure requirements under the EU Securitisation Regulation and the UK Securitisation Regulation (as interpreted and applied on the date hereof) are applicable to the Securitisation.

For further details, see the section headed "*Risk Retention and Transparency Requirements*".

The Securitisation will not involve risk retention by the Originator for the purposes of the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended (the **U.S. Risk Retention Rules**) and the issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules. The Originator intends to rely on an exemption provided for in Section __.20 of the U.S. Risk Retention Rules regarding non-U.S. transactions that meet certain requirements. Consequently, except with the prior written consent of the Originator (a **U.S. Risk Retention Consent**) and where such sale falls within the exemption provided by Section __.20 of the U.S. Risk Retention Rules, any Notes offered and sold by the Issuer may not be purchased by, or for the account or benefit of, any "U.S. persons" as defined in the U.S. Risk Retention Rules (**Risk Retention U.S. Persons**). Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is different from the definition of "U.S. person" in

Regulation S. Each purchaser of Notes, including beneficial interests therein will, by its acquisition of a Note or beneficial interest therein, be deemed, and in certain circumstances will be required, to have made certain representations and agreements, including that it (1) either (i) is not a Risk Retention U.S. Person or (ii) has obtained a U.S. Risk Retention Consent from the Originator, (2) is acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section_.20 of the U.S. Risk Retention Rules).

Transparency requirements

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

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

Each of the Issuer and the Originator has also contractually agreed to comply with the requirements of article 7 of the UK Securitisation Regulation (as interpreted and applied on the date hereof). In addition, each of the Issuer and the Originator has agreed 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.

For further details, see the section headed "*Risk Retention and Transparency Requirements*".

Governing Law and Jurisdiction of the Notes

The Notes, the Conditions and the Rules of the Organisation of the Noteholders, and any non-contractual obligation arising out or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the Notes, the Conditions and the Rules of the Organisation of the Noteholders, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive

jurisdiction of the Courts of Rome.

4. THE PORTFOLIO

Transfer of the Portfolio

Pursuant to the terms of the Transfer Agreement, the Originator has assigned and transferred to the Issuer, which has purchased, without recourse (*pro soluto*), in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and article 58 of the Consolidated Banking Act, the Portfolio with economic effects from (but excluding) the Valuation Date and legal effects from (and including) the Transfer Date.

The Purchase Price for the Portfolio will be financed by the Issuer using part of the proceeds of the issuance of the Notes and will be payable to the Originator on the Issue Date.

The Receivables comprised in the Portfolio arise from Loans granted by Fides to Debtors which are assisted by a Salary Assignment and/or Payment Delegation.

For further details, see the sub-section "*Criteria*" below and the sections headed "*The Portfolio*" and "*Description of the Transaction Documents - The Transfer Agreement*".

Criteria

The Receivables comprised in the Portfolio shall, as at the Valuation Date, comply with the following Criteria:

(a) Receivables in relation to which at least one Instalment including a Principal Component and an Interest Component has expired and has been paid;

(b) Receivables arising from Loans whose Amortisation Plan provides for monthly Instalments of the same amount at a fixed rate, each including a Principal Component and an Interest Component;

(c) Receivables arising from Loans which have not been classified as "defaulted" (*sofferenze*) or as "unlikely to pay" (*inadempienze probabili*) or "*impaired overdue exposures*" (*esposizioni scadute deteriorate*) pursuant to the circular of the Bank of Italy no. 217 of 5 August 1996, as amended and supplemented from time to time;

(d) Receivables arising from Loans whose principal amount does not exceed Euro 75,000;

(e) Receivables arising from Loans whose Amortisation Plan has a final maturity date falling

after 31 December 2023;

(f) Receivables arising from Loans granted to consumers pursuant to article 121 of the Consolidated Banking Act, assisted by a Payment Delegation and/or Salary Assignment pursuant to Decree 180/1950, notified to the relevant Employer or Pension Authority (as the case may be) qualifying as Debtor of the Receivables assigned pursuant to each Salary Assignment and accepted by such Employer or Pension Authority;

(g) Receivables arising from Loans disbursed by Fides;

(h) Receivables arising from Loan Agreements governed by Italian law;

(i) Receivables denominated in Euro and arising from Loan Agreements which do not contain provisions allowing currency conversion;

(j) Receivables arising from Loans granted to individuals, Employees of a Public Administration or a Parapublic Company or a Private Company, or to pensioners who, at the date of execution of the relevant Loan Agreement, are resident in Italy;

(k) in relation to Loan Agreements assisted by Salary Assignment entered into with Employees of Private Companies, Receivables in respect of which the relevant Debtor has, as of the date of execution of the relevant Loan Agreement, a permanent employment contract;

(l) Receivables arising from Loans backed by an Insurance Policy to cover the risk of death and/or employment of the relevant Debtor, of which Fides is a beneficiary;

(m) Receivables which have not been granted to directors or Employees of Fides;

(n) Receivables which do not provide for and/or that are not connected to government grants of any kind, discounts provided for by law, limits on the interest rate and/or other provisions that allow concessions or reductions to Debtors in relation to the repayment of principal and/or payment of interest;

(o) Receivables arising from Loans which provide for an annual nominal rate (TAN) equal to or greater than 2 per cent.;

(p) Receivables arising from Loans in relation to which no event qualifying as a Life Damage or Job Damage has occurred, with the exception of damages subsequently cancelled;

(q) Receivables which, according to the provisions of the relevant Loan Agreements, do not require the consent of the relevant Debtors to be assigned;

(r) Receivables arising from Loans which are not subject to suspension and/or moratoria;

(s) Receivables individually set out in a dedicated virtual list that can be accessed at the request of the relevant Debtors at the website https://www.fidesspa.com/it as well as at the registered office of Fides.

Warranties in relation of the Portfolio

Pursuant to the Warranty and Indemnity Agreement, the Originator (i) has given certain representations and warranties in favour of the Issuer in relation to, *inter alia*, itself, the Receivables, the Loans, the Debtors, the Employers, the Pension Authorities and the Insurance Companies, and (ii) has agreed to indemnify the Issuer in respect of those Receivables which do not comply with any such representation and warranty or repurchase the relevant Receivables.

For further details, see the sections headed "*Description of the Transaction Documents - The Warranty and Indemnity Agreement*".

Servicing of the Portfolio

Pursuant to the Servicing Agreement, the Servicer has agreed to administer and service the Receivables comprised in the Portfolio in accordance with the terms thereof and in compliance with the Securitisation Law.

The Servicer is the "*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*" and it shall verify that the operations comply with the law and this Prospectus, pursuant to article 2, paragraph 3, letter (c) and paragraphs 6 and 6-*bis*, of the Securitisation Law.

Pursuant to the Servicing Agreement, the Servicer shall transfer the Collections into the Collection Account within 2 (two) Business Days from reconciliation thereof.

The Servicer has undertaken to prepare and deliver, on or prior to each Servicer's Report Date, the Servicer's Report to the Issuer, the Account Bank, the Calculation Agent, the Representative of the Noteholders, the Paying Agent, the Back-up Servicer Facilitator, the Corporate Servicer, the Arranger, the Swap Counterparty and the Rating

Agencies.

In addition, pursuant to the Servicing Agreement, the Servicer shall prepare the Loan by Loan Report setting out information relating to each Loan as at the end of the immediately preceding Collection Period, in compliance with point (a) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and article 7(1) of the UK Securitisation Regulation and the applicable Technical Standards, and deliver it to the Reporting Entity in a timely manner (and in any case no later than 5 (five) Business Days prior to the relevant SR Report Date) in order for the Reporting Entity (through the Calculation Agent) to make available, via the Securitisation Repository, the Loan by Loan Report (simultaneously with the SR Investor Report and the Inside Information and Significant Event Report to be made available on the relevant SR Report Date) to the holders of a securitisation position, the competent authorities referred to in article 29 of the EU Securitisation Regulation and of the UK Securitisation Regulation and, upon request, to potential investors in the Notes on each SR Report Date.

For further details, see the sections headed "*The Credit and Collection Policies*", "*Risk Retention and Transparency Requirements*" and "*Description of the Transaction Documents - The Servicing Agreement*".

5. THE AGENCY AND ACCOUNTS AGREEMENT AND THE ACCOUNTS

Agency and Accounts Agreement

Pursuant to the Agency and Accounts Agreement, the Account Bank, the Paying Agent and the Calculation Agent shall provide the Issuer with certain agency services and calculation, notification, cash management and reporting services together with account handling services in relation to the moneys and securities standing from time to time to the credit of the Accounts.

On each Calculation Date, the Calculation Agent shall prepare and deliver to the Issuer, the Originator, the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Stichting Corporate Services Provider, the Paying Agent, the Account Bank, the Representative of the Noteholders, the Arranger, the Swap Counterparty and the Rating Agencies the Payments Report, with respect to the allocation of the Issuer Available Funds on the immediately following Payment Date in accordance with the applicable Priority of Payments.

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or*

Illegality Event) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Servicer fails to deliver the Servicer's Report to the Calculation Agent by the relevant Servicer's Report Date (or such later date as may be agreed between the Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), the Calculation Agent shall prepare the Payments Report relating to the immediately following Payment Date on the basis of the provisions of the Transaction Documents and any other information available on the relevant Calculation Date (including, without limitation, the balance standing to the credit of the Accounts), irrespective of its completeness and only interest on the Senior Notes and any amounts ranking in priority thereto under the Pre-Acceleration Priority of Payments shall be due and payable on such Payment Date, to the extent there are sufficient Issuer Available Funds to make such payments (the **Provisional Payments**). It is understood that the non-payment of principal on the Notes on such Payment Date would not constitute a Trigger Event. On the next Calculation Date and subject to the receipt of the relevant Servicer's Report, in a timely manner, from the Servicer, the Calculation Agent shall, in determining the amounts due and payable on the immediately following Payment Date, make any necessary adjustment to take into account the difference (if any) between the Provisional Payments made on the immediately preceding Payment Date and the actual amounts that would have been due on that Payment Date.

On or prior to each Investor Report Date, the Calculation Agent shall prepare and deliver to the Issuer, the Originator, the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Stichting Corporate Services Provider, the Paying Agent, the Account Bank, the Representative of the Noteholders, the Arranger, the Swap Counterparty and the Rating Agencies the Investor Report, setting out certain information with respect to the Portfolio and the Notes. The Calculation Agent will be authorised to publish the Investor Report on its website (being, as at the date of this Prospectus, www.securitisation-services.com).

The Calculation Agent shall, subject to receipt of any relevant information from the Issuer or the Servicer, as the case may be, prepare the SR Investor Report setting out certain information with respect to the Portfolio and the Notes (including the information referred to in point (e), items (i), (ii) and (iii), of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and of the UK Securitisation Regulation), in compliance with point (e) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and article 7(1) of the UK Securitisation Regulation and the applicable Technical

Standards, and deliver it to the Reporting Entity in a timely manner (and in any case no later than 5 (five) Business Days prior to the relevant SR Report Date) in order for the Reporting Entity (through the Calculation Agent) to make available, via the Securitisation Repository, the SR Investor Report (simultaneously with the Loan by Loan Report and the Inside Information and Significant Event Report to be made available on the relevant SR Report Date) to the holders of a securitisation position, the competent authorities referred to in article 29 of the EU Securitisation Regulation and of the UK Securitisation Regulation and, upon request, to potential investors in the Notes on each SR Report Date.

In addition, the Calculation Agent shall, subject to receipt of any relevant information from the Issuer or the Servicer, as the case may be, prepare the Inside Information and Significant Event 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 and article 7(1) of the UK Securitisation Regulation (including, *inter alia*, any material change of the Priority of Payments and the occurrence of any Trigger Event), and deliver it to the Reporting Entity (through the Calculation Agent) in a timely manner in order for the Reporting Entity to make available, via the Securitisation Repository, the Inside Information and Significant Event Report to the holders of a securitisation position, the competent authorities referred to in article 29 of the EU Securitisation Regulation and of the UK Securitisation Regulation and, upon request, to potential investors in the Notes without undue delay following the occurrence of the relevant event triggering the delivery of such report in accordance with the EU Securitisation Regulation and the UK Securitisation Regulation and the applicable Technical Standards and, in any case, on each SR Report Date (simultaneously with the Loan by Loan Report and the SR Investor Report).

For further details, see the sections headed "*Description of the Transaction Documents - The Agency and Accounts Agreement*", "*Terms and Conditions of the Notes*" and "*Risk Retention and Transparency Requirements*".

Accounts

The Issuer has opened with the Account Bank, the Collection Account, the Payments Account, the Cash Reserve Account, the Swap Cash Collateral Account and the Expenses Account.

The Account Bank shall at all times be an Eligible Institution.

In addition, the Issuer (i) has opened with Banca Finanziaria Internazionale S.p.A. the Quota Capital Account, into which its contributed quota capital has been

deposited, and (ii) may, after the Issue Date, open with the Account Bank the Securities Account and the Swap Securities Collateral Account.

For further details, see the section headed "*The Accounts*".

Eligible Investments

If the Issuer (as directed by the Servicer) intends to apply any amount standing to the credit of the Collection Account and the Cash Reserve Account to make Eligible Investments, it shall open with the Account Bank the Securities Account.

The Account Bank shall (i) manage the Securities Account, (ii) settle, upon written instructions of the Issuer (as directed by the Servicer), any Eligible Investments, and (iii) on each Eligible Investments Report Date, prepare and deliver to the Issuer, the Calculation Agent, the Servicer, the Representative of the Noteholders and the Account Bank the Eligible Investments Report.

For further details, see the section headed "*Description of the Transaction Documents - The Agency and Accounts Agreement*".

6. ISSUER AVAILABLE FUNDS AND PRIORITY OF PAYMENTS

Issuer Available Funds

The Issuer Available Funds will comprise, with reference to each Payment Date, the aggregate (without double counting) of:

(a) all Collections received or recovered by the Issuer in respect of the Portfolio in relation to the immediately preceding Collection Period;

(b) any other amount received by the Issuer in respect of the Portfolio in relation to the immediately preceding Collection Period (including any proceeds deriving from the repurchase by the Originator of individual Receivables pursuant to the Transfer Agreement and any amount paid by the Originator to the Issuer pursuant to the Warranty and Indemnity Agreement, but excluding, for the avoidance of doubt, any sum erroneously transferred to the Issuer or Collection remained unpaid (*insoluto*) after its transfer to the Issuer pursuant to the Servicing Agreement, as well as any sum recovered by the Issuer from third parties after receipt of any payment from the Originator pursuant to the Warranty and Indemnity Agreement);

(c) all amounts payable to the Issuer under or in relation to the Swap Agreement in respect of such

Payment Date (other than any early termination amount or Replacement Swap Premium and any Swap Collateral, Swap Tax Credits, Excess Swap Collateral, or any other amount standing to the credit of the Swap Cash Collateral Account);

(d) notwithstanding item (c) above, (i) any early termination amount received from the Swap Counterparty in excess of the amount required and applied by the Issuer to enter into one or more replacement swap agreements, and (ii) any Replacement Swap Premium received from a replacement Swap Counterparty in excess of the amount required and applied to pay the outgoing Swap Counterparty;

(e) all amounts on account of interest, premium or other profit received (net of any withholding or deduction on account of tax), up to the immediately preceding Eligible Investments Maturity Date, from any Eligible Investments made in accordance with the Agency and Accounts Agreement using funds standing to the credit of the Collection Account and the Cash Reserve Account in relation to the immediately preceding Collection Period;

(f) the Cash Reserve Amount as at the immediately preceding Payment Date (after making payments due under the Pre-Acceleration Priority of Payments on that Payment Date) or, in respect of the first Payment Date, the Cash Reserve Initial Amount;

(g) all amounts of interest accrued (net of any withholding or expenses, if due) and paid on the Collection Account, the Cash Reserve Account and the Payments Account during the immediately preceding Collection Period;

(h) any amount credited to the Collection Account pursuant to item (xiii) (*thirteenth*) of the Pre-Acceleration Priority of Payments or (xii) (*twelfth*) of the Post-Acceleration Priority of Payments (as the case may be) on any preceding Payment Date;

(i) the proceeds deriving from the sale, if any, of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of early redemption of the Notes pursuant to Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*);

(j) the Issuer Available Funds relating to the immediately preceding Payment Date, to the extent not applied in full on that Payment Date due to the failure of the Servicer to deliver the Servicer's Report in a timely manner;

(k) any other amount received by the Issuer from any Transaction Party pursuant to the Transaction Documents in relation to the immediately preceding Collection Period and not already included in any of the other items of this definition of Issuer Available Funds

provided that, prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Servicer fails to deliver the Servicer's Report to the Calculation Agent by the relevant Servicer's Report Date (or such later date as may be agreed between the Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), the Issuer Available Funds in respect of the relevant Payment Date shall be limited to the amounts necessary to pay interest on the Senior Notes and any amounts ranking in priority thereto under the Pre-Acceleration Priority of Payments.

Pre-Acceleration Priority of Payments

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the Issuer Available Funds shall be applied, on each Payment Date, in making the following payments in the following order of priority (in each case, only if and to the extent that payments of a higher priority have been made in full):

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

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

(iii) *third*, to pay, *pari passu* and *pro rata* according to

the respective amounts thereof, all fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders;

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

(v) *fifth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all amounts (if any) due and payable to the Swap Counterparty under the Swap Agreement (but excluding any Subordinated Swap Amounts);

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

(vii) *seventh*, to credit to the Cash Reserve Account an amount necessary to bring the Cash Reserve Amount up to (but not exceeding) the Cash Reserve Required Amount;

(viii) *eighth*, to repay, *pari passu* and *pro rata*, the Class A Redemption Amount due and payable on the Class A Notes;

(ix) *ninth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Subordinated Swap Amounts due and payable to the Swap Counterparty;

(x) *tenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any indemnities due and payable to the Arranger pursuant to the Senior Notes Subscription Agreement;

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

(xii) *twelfth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class J Notes;

(xiii) *thirteenth*, following redemption in full of the Class A Notes, to repay, *pari passu* and *pro rata*, the Class J Redemption Amount due and payable on the Class J Notes (in the case of all Payment

Dates other than the Cancellation Date, up to an amount that makes the aggregate Principal Amount Outstanding of all the Class J Notes not lower than Euro 1,000, provided that an amount equal to the principal amount not redeemed as a consequence of this limitation will be credited to the Collection Account); and

(xiv) *fourteenth*, to pay, *pari passu* and *pro rata*, the Class J Variable Return (if any) on the Class J Notes.

Post-Acceleration Priority of Payments

Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the Issuer Available Funds shall be applied, on each Payment Date, in making the following payments in the following order of priority (in each case, only if and to the extent that payments of a higher priority have been made in full):

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

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

(iii) *third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders;

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

(v) *fifth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all amounts (if any) due and payable to the Swap Counterparty under the Swap Agreement (but excluding any Subordinated Swap Amounts);

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

(vii) *seventh*, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class A Notes;

(viii) *eighth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Subordinated Swap Amounts due and payable to the Swap Counterparty;

(ix) *ninth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any indemnities due and payable to the Arranger pursuant to the Senior Notes Subscription Agreement;

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

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

(xii) *twelfth*, following redemption in full of the Class A Notes, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class J Notes (in the case of all Payment Dates other than the Cancellation Date, up to an amount that makes the aggregate Principal Amount Outstanding of all the Class J Notes not lower than Euro 1,000, provided that an amount equal to the principal amount not redeemed as a consequence of this limitation will be credited to the Collection Account); and

(xiii) thirteenth, to pay, *pari passu* and *pro rata*, the Class J Variable Return (if any) on the Class J Notes.

7. CREDIT STRUCTURE

Cash Reserve

On the Issue Date, part of the proceeds of the issuance of the Class J Notes, in an amount equal to the Cash Reserve Initial Amount, will be transferred from the Payments Account into the Cash Reserve Account.

On each Payment Date up to (but excluding) the earlier of (i) the Payment Date following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event,

and (ii) the Payment Date on which the Senior Notes will be redeemed in full and/or cancelled, the Cash Reserve Amount shall form part of the Issuer Available Funds and shall be available to cover any shortfall of other Issuer Available Funds in making payments under items from (i) (*first*) to (vi) (*sixth*) (inclusive) of the Pre-Acceleration Priority of Payments.

On each Payment Date up to (but excluding) the earlier of (i) the Payment Date following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, and (ii) the Payment Date on which the Senior Notes will be redeemed in full and/or cancelled, the Issuer Available Funds shall be applied in accordance with the Pre-Acceleration Priority of Payments to credit to the Cash Reserve Account an amount necessary to bring the Cash Reserve Amount up to (but not exceeding) the Cash Reserve Required Amount.

On the earlier of (i) the Payment Date following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, and (ii) the Payment Date on which the Senior Notes will be redeemed in full and/or cancelled, the Cash Reserve Required Amount shall be reduced to 0 (zero) and the Cash Reserve Amount shall form part of the Issuer Available Funds and applied in accordance with the applicable Priority of Payments.

Swap Agreement

Pursuant to the Swap Agreement, the Swap Counterparty will hedge certain risks arising as a result of the interest rate mismatch between the fixed rate of interest received by the Issuer in respect of the Receivables and the floating rate of interest payable by the Issuer under the Senior Notes.

For further details, see the section headed "*Description of the Transaction Documents - The Swap Agreement*".

Principal redemption

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the Class A Notes shall be redeemed up to the Class A Redemption Amount and the Class J Notes shall be redeemed up to the Class J Redemption Amount.

Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), all Classes of Notes

shall be redeemed up to their respective Principal Amount Outstanding.

8. OTHER TRANSACTION DOCUMENTS

Intercreditor Agreement

Pursuant to the Intercreditor Agreement, the parties thereto have agreed on the cash flow allocation of the Issuer Available Funds and the Representative of the Noteholders has been granted certain rights in relation to the Portfolio and the Transaction Documents.

Under the terms of the Intercreditor Agreement, the Issuer has irrevocably appointed, effective as from the Issue Date, the Representative of the Noteholders, as its true and lawful agent (*mandatario con rappresentanza*) in the interest, and for the benefit of, the Noteholders and the Other Issuer Creditors pursuant to article 1411 and article 1723, second paragraph, of the Italian civil code, to exercise, in the name and on behalf of the Issuer, all and any of the Issuer's rights arising from the Transaction Documents.

The mandate conferred by the Issuer on the Representative of the Noteholders as described above shall take effect upon the earlier to occur of:

(a) the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event; and

(b) the occurrence of a Specified Event (but in this case, such mandate shall be limited to authorising and empowering the Representative of the Noteholders to exercise or enforce the rights, entitlements, or remedies, or to exercise the discretions, authorities or powers to give any direction or make any determination which the Issuer failed to exercise or enforce, and which gave rise to the occurrence of the Specified Event).

In addition, under the terms of the Intercreditor Agreement:

(a) each of the Senior Notes Subscriber (as initial holder of the Class A Notes) and the Junior Notes Subscriber (as initial holder of the Class J Notes) has appointed Banca Finint, effective as from the Issue Date, as Representative of the Noteholders subject to and in accordance with the Rules of the Organisation of the Noteholders and has granted to the Representative of the Noteholders the powers set out in the Conditions and the Rules of the Organisation of the Noteholders; and

(b) the Other Issuer Creditors have jointly appointed the Representative of the Noteholders as their true and lawful agent (*mandatario con rappresentanza*) to act also in the name and on behalf of the Other Issuer Creditors, in accordance with the provisions of articles 1723, second paragraph, and 1726 of the Italian civil code, and have authorised the Representative of the Noteholders to (i) do any act, matter or thing which it considers necessary to exercise or protect the Other Issuer Creditors' rights under any of the Transaction Documents, and (ii) receive, following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, as sole agent (*mandatario esclusivo*) all monies payable by the Issuer to the Other Issuer Creditors in accordance with the Post-Acceleration Priority of Payments.

Under the Intercreditor Agreement, the Issuer has appointed Banca Finint as Back-up Servicer Facilitator to (i) do its best effort in order to identify an entity to be appointed by the Issuer as Substitute Servicer in accordance with the Servicing Agreement; and (ii) cooperate with the Issuer in the performance of all activities to be carried out in connection with the appointment of the Substitute Servicer and the replacement of the Servicer with the same.

In addition, under the Intercreditor Agreement the relevant parties thereto have agreed upon certain provisions relating to compliance with (i) risk retention in accordance with the EU Securitisation Regulation and the UK Securitisation Regulation (as interpreted and applied on the date hereof), and (ii) transparency requirements in accordance with the EU Securitisation Regulation and the UK Securitisation Regulation.

For further details, see the sections headed "*Risk Retention and Transparency Requirements*" and "*Description of the Transaction Documents - The Intercreditor Agreement*".

Quotaholder's Agreement

Pursuant to the Quotaholder's Agreement, the Quotaholder has assumed certain undertakings in relation to the management of the Issuer and the exercise of its rights as quotaholder of the Issuer.

For further details, see the section headed "*Description of the Transaction Documents - The Quotaholder's Agreement*".

Corporate Services Agreement

Pursuant to the Corporate Services Agreement, the Corporate Servicer has agreed to provide the Issuer with certain corporate administrative services, including the

	maintenance of corporate books and of accounting and tax registers, in compliance with reporting requirements relating to the Receivables and with other regulatory requirements applicable to the Issuer. For further details, see the section headed "*Description of the Transaction Documents - The Corporate Services Agreement*".
Stichting Corporate Services Agreement	Pursuant to the Stichting Corporate Services Agreement, the Stichting Corporate Services Provider has undertaken to provide certain management and administration services in relation to the Quotaholder. For further details, see the section headed "*Description of the Transaction Documents - The Stichting Corporate Services Agreement*".
Deed of Charge	Pursuant to the Deed of Charge, the Issuer has assigned by way of security in favour of the Representative of the Noteholders (acting for itself and as security trustee for the Noteholders and the Other Issuer Creditors) all the Issuer's rights, title, interest and benefit in and to the Swap Agreement and all payments due to it thereunder. For further details, see the section headed "*Description of the Transaction Documents - The Deed of Charge*".
Governing Law and Jurisdiction of the Transaction Documents	The Transaction Documents (other than the Swap Agreement and the Deed of Charge) and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law. The Swap Agreement and the Deed of Charge, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, English law. Any dispute which may arise in relation to the interpretation or the execution of the Transaction Documents (other than the Swap Agreement and the Deed of Charge), or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Rome. Any dispute which may arise in relation to the interpretation or the execution of the Swap Agreement and the Deed of Charge, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

RISK FACTORS

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

The Issuer believes that the factors described herein represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal and any other amount in respect of the Notes may, exclusively or concurrently, occur for other unknown reasons and the Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision. While the various structural elements described in this Prospectus are intended to lessen some of these risks for holders of the Notes, there can be no assurance that these measures will be sufficient or effective to ensure payment to the holders of the Notes of interest and repayment of principal on the Notes on a timely basis or at all. Additional risks and uncertainties not presently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations.

Prospective investors in the Notes should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision. Words and expressions defined in the Conditions or elsewhere in this Prospectus have the same meanings in this section.

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

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

The Notes will be limited recourse obligations solely of the Issuer and will not be the responsibility of, or be guaranteed by, any other entity. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by, any of the Originator, the Servicer, the Back-up Servicer Facilitator, the Representative of the Noteholders, the Calculation Agent, the Account Bank, the Paying Agent, the Corporate Servicer, the Swap Counterparty, the Stichting Corporate Services Provider, the Arranger, the Reporting Entity, the Quotaholder or any other person (other than the Issuer). None of any such persons, other than the Issuer, will be liable in respect of any failure by the Issuer to make any payment of any amount due on the Notes.

The Issuer has a limited set of resources available to make payments on the Notes

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

The Notes will be limited recourse obligations solely of the Issuer. The ability of the Issuer to meet its obligations in respect of the Notes will be dependent on, *inter alia*, (i) the receipt by the Issuer of Collections made in respect of the Portfolio, (ii) the timely payment of amounts due under the Loans by the Debtors, the Employers and the Pension Authorities, (iii) with reference to the Class A Notes, the amounts standing to the credit of the Cash Reserve Account, (iv) with reference to the Senior Notes, any payments made by the Swap Counterparty under the Swap Agreement, and (v) any other amounts received by the Issuer pursuant to the terms of the Transaction Documents. The performance by such parties of their respective obligations under the relevant Transaction Documents is dependent on the solvency of each relevant party. For further details, see the section headed "*Transaction*

Overview - Credit Structure". There is no assurance that, over the life of the Notes or at the redemption date of the Notes (whether on maturity or upon redemption by acceleration of maturity following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event or otherwise), there will be sufficient funds to enable the Issuer to pay interest when due on the Notes and to repay the Principal Amount Outstanding of the Notes in full. If there are not sufficient funds available to the Issuer to pay in full interest, principal and any other amount due in respect of the Notes, then the Noteholders will have no further claims against the Issuer in respect of any such unpaid amounts.

Following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer (or the Representative of the Noteholders on its behalf) may (with the prior consent of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes) dispose of the Portfolio then outstanding in accordance with the provisions of the Intercreditor Agreement (for further details, see the section headed "*Description of the Transaction Documents - The Intercreditor Agreement*"). In case of disposal of the Portfolio then outstanding, pursuant to the Intercreditor Agreement the Issuer has granted to the Originator a pre-emption right whereby the Originator will be entitled to purchase (or cause any third party designated by it to purchase) the outstanding Portfolio for a consideration equal to the sale price determined in accordance with the provisions of the Intercreditor Agreement and to be preferred to any third party potential purchaser. The Originator has the right to exercise such pre-emption right and purchase the outstanding Portfolio by serving a written notice on the Issuer and the Representative of the Noteholders within 30 (thirty) Business Days from receipt of a written communication from the Representative of the Noteholders informing the same of the proposed disposal of the Portfolio and the relevant sale price. However, there is no assurance that a purchaser could be found nor that the proceeds of the sale of the Portfolio would be sufficient to pay in full all amounts due to the Noteholders.

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

In respect of the obligations of the Issuer to pay interest and repay principal on the Notes, each Class of Notes will rank as set out in Condition 2(c) (Ranking and subordination) and Condition 3 (Priority of Payments).

To the extent that any losses are suffered by any of the Noteholders, such losses will be borne by the holders of the Class J Notes and, thereafter, by the holders of the Class A Notes while they remain outstanding.

Prospective Noteholders should note that the subordination described above may affect the amount and timing of payments of interest and/or principal and/or Class J Variable Return (if any) in respect of the Class J Notes.

Liquidity and credit risk arising from any delay or default in payment by the Debtors, the Employers and the Pension Authorities may impact the timely and full payment of amounts due under the Notes

The Issuer is subject to a liquidity risk in case of delay arising between the receipt of payments due from the Debtors, the Employers and the Pension Authorities and the scheduled payment dates under the Loan Agreements.

The Issuer is also subject to the risk of default in payment by the Debtors, the Employers and the Pension Authorities and failure by the Servicer to collect or recover or transfer sufficient funds in respect of the Receivables in order to enable the Issuer to discharge all amounts payable under the Notes. Individual, personal or financial conditions of the Debtors, the Employers and the Pension

Authorities may affect the ability of the Debtors, the Employers and/or the Pension Authorities (as the case may be) to repay the Loans. Unemployment, loss of earnings, illness (including any illness arising in connection with an epidemic) and other similar factors may lead to an increase in delinquencies and could ultimately have an adverse impact on the ability of the Debtors, the Employers and the Pension Authorities to repay the Loans.

These risks are addressed in respect of the Notes through: (i) the support provided to the Senior Notes by the subordination of the Junior Notes; (ii) the liquidity support provided to the Issuer in respect of interest payments on the Senior Notes, by the Cash Reserve; and (iii) the support provided to the Senior Notes by the Cash Reserve on the Final Maturity Date (or the earlier date on which the Senior Notes are redeemed in full). For further details, see the section headed "*Transaction Overview - Credit Structure*".

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

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

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

In order to reduce the risk arising from a situation where EURIBOR increases to such an extent that the Collections are no longer sufficient to cover the Issuer's obligations under the Senior Notes, the Issuer has entered into the Swap Agreement with the Swap Counterparty in respect of the Senior Notes. For further details, see the sections headed "*Transaction Overview - Credit Structure*" and "*Description of the Transaction Documents - The Swap Agreement*". Under the Intercreditor Agreement, the Issuer has covenanted with the Representative of the Noteholders that, in the event of early termination of the Swap Agreement, including any termination upon failure by the Swap Counterparty to perform its obligations, it will use its best endeavours to find, in consultation with the Originator, a suitably rated replacement swap counterparty who is willing to enter into a replacement swap agreement substantially on the same terms as the Swap Agreement. However, no assurance can be given that the Issuer will be able to enter into a replacement swap agreement with a suitably rated entity that will provide the Issuer with the same level of protection as the Swap Agreement.

Commingling risk may affect availability of funds to pay the Notes

The Issuer is subject to the risk that certain Collections may be lost or frozen in case of insolvency of the Account Bank or the Servicer.

Indeed, although article 3, paragraphs 2-*bis* and 2-*ter*, of the Securitisation Law provides that the sums credited to the accounts opened in the name of the issuer or the servicer with an account bank (whether before or during the relevant insolvency proceedings of such account bank) will not be subject to suspension of payments or will not be deemed to form part of the estate of the account bank or the servicer, as the case may be, and shall be immediately and fully repaid to the issuer, without the need to file any petition (*domanda di ammissione al passivo o di rivendica*) and wait for the distributions (*riparti*) and the restitutions of sums (*restituzioni di somme*), such provisions of the Securitisation Law have not been the subject of any official interpretation and to date they have been

commented by a limited number of legal commentators. Consequently, there remains a degree of uncertainty with respect to the interpretation and application thereof. In addition, pursuant to article 95-*bis* of the Consolidated Banking Act, the liquidation and reorganisation proceedings of an account bank would be governed by the laws of the member state in which the relevant account bank has been licensed; therefore in the event that an account bank is a foreign entity, there is a risk that the insolvency receiver of the same may disregard the provisions of article 3, paragraph 2-*bis*, of the Securitisation Law.

Prospective Noteholders should note that, in order to mitigate any possible risk of commingling, (i) pursuant to the Agency and Accounts Agreement, it is required the Account Bank with which the Accounts are opened shall at all times be an Eligible Institution, and (ii) under the Servicing Agreement, the Servicer has undertaken to transfer all the amounts received or recovered under the Receivables into the Collection Account no later than the 2nd (second) Business Day following the relevant reconciliation date.

In addition, pursuant to the Servicing Agreement, upon the service of a notice of termination to the Servicer following the occurrence of any Servicer Termination Event, the Servicer shall promptly and in any event within 10 (ten) Business Days from the receipt of such notice, instruct the Debtors, the Employers, the Pension Authorities and Insurance Companies to make any payment in relation to the Receivables exclusively into the Collection Account. However, no assurance can be given that all data necessary to make such notifications will be available and that the Debtors, the Employers, the Pension Authorities and Insurance Companies will comply with such payment instructions. For further details, please see the sections headed "*Description of the Transaction Documents - The Agency and Accounts Agreement*" and "*Description of the Transaction Documents - The Servicing Agreement*".

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

The Issuer is unlikely to have a large number of creditors unrelated to the Securitisation or any Further Securitisation because the corporate object of the Issuer, as contained in its by-laws (*statuto*), is limited to the carrying out of securitisation transactions and activities related or ancillary thereto and the Issuer has provided certain covenants in the Intercreditor Agreement and the other Transaction Documents which contain restrictions on the activities which the Issuer may carry out with the result that the Issuer may only carry out limited transactions. Nonetheless, there remains the risk that the Issuer may incur unexpected Expenses payable to Connected Third Party Creditors (which rank ahead of all other items in the applicable Priority of Payments), as a result of which the funds available to the Issuer for purposes of fulfilling its payment obligations under the Notes could be reduced.

Failure by any Noteholder or Other Issuer Creditor to comply with non-petition undertakings may affect the ability of the Issuer to meet its obligations under the Notes

By operation of article 3 of the Securitisation Law, the Portfolio and the other Securitisation Assets are segregated (*costituiscono patrimonio separato*) under Italian law from all other assets of the Issuer and from the assets relating to any Further Securitisation and will only be available, both before and after a winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor.

Pursuant to the Conditions and the Intercreditor Agreement, until the date falling 2 (two) years and 1 (one) day after the Cancellation Date or, if later, the date on which the notes issued by the Issuer in the context of any Further Securitisation have been redeemed in full and/or cancelled in accordance with the relevant terms and conditions, no Issuer Creditor (nor any person on its behalf, other than the Representative of the Noteholders when so directed by an Extraordinary Resolution of the Noteholders and only if the representatives of the noteholders of all Further Securitisations carried out

by the Issuer (if any) have been so directed by an extraordinary resolution of the noteholders under the relevant securitisation transaction) shall initiate or join any person in initiating an Issuer Insolvency Event.

If any Issuer Insolvency Event were to be initiated against the Issuer, no creditors other than the Representative of the Noteholders on behalf of the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor would have the right to claim in respect of the Receivables. However, there can in any event be no assurance that the Issuer would be able to meet all of its obligations under the Notes.

2. RISKS RELATING TO THE UNDERLYING ASSETS

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

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

In addition, the yield to maturity, the amortisation and the weighted average life of the Notes may be adversely affected by a number of factors including, without limitation, a higher or lower rate of prepayment, delinquency and default on the Loans, the exercise by the Originator of its right to repurchase individual Receivables or the outstanding Portfolio pursuant to the Transfer Agreement, any settlement by the Servicer in relation to Defaulted Receivables in accordance with the provisions of the Servicing Agreement and/or the early redemption of the Notes pursuant to Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*).

Prepayments may result in connection with voluntary refinancing by the Borrowers. The receipt of proceeds from the Insurance Policies may also impact on the way in which the Loans are repaid. The level of delinquency and default on payment of the relevant Instalments or request for renegotiation under the Loans or level of early repayment of the Loans cannot be predicted and is influenced by a wide variety of economic, market industry, social and other factors, including prevailing loan market interest rates and margin offered by the banking system, the availability of alternative financing, local and regional economic conditions as well as special legislation that may affect the refinancing terms.

Calculations as to the estimated weighted average life of the Senior Notes are based on various assumptions relating also to unforeseeable circumstances (for further details, see the section headed "*Estimated Weighted Average Life of the Senior Notes*"). No assurance can be given that such assumptions and estimates will be accurate and, therefore, calculations as to the estimated weighted average life of the Senior Notes must be viewed with considerable caution.

The performance of the Portfolio may deteriorate in case of default by the Debtors, the Employers and the Pension Authorities

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

However, there can be no guarantee that the Debtors, the Employers and/or the Pension Authorities, as the case may be, will not default or that they will continue to perform their respective payment obligations in relation to the Loans. It should be noted that adverse changes in economic conditions may affect the ability of the Debtors, the Employers and/or the Pension Authorities to make payments in respect of the Loans.

The recovery of overdue amounts in respect of the Loans will be affected by the length of enforcement proceedings in respect of the Loans, which in the Republic of Italy can take a considerable amount of time depending on the type of action required and where such action is taken. Factors which can have a significant effect on the length of the proceedings include the following: (i) certain courts may take longer than the national average to enforce the Loans and (ii) more time will be required for the proceedings if it is necessary first to obtain a payment injunction (*decreto ingiuntivo*) or if a defence or counterclaim to the proceedings is raised. Moreover, the recovery amount and timing of the indemnification payments from the Insurance Companies will depend on the terms of the relevant Insurance Policies and the capability of the Insurance Companies to fulfil the relevant contractual obligations.

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

The Issuer has entered into the Transfer Agreement with the Originator on the basis of, and upon reliance on, the representations and warranties made by the Originator under the Warranty and Indemnity Agreement.

The Issuer would not have entered into the Transfer Agreement without having received such representations and warranties given that neither the Issuer, nor the Arranger or any other Transaction Party (other than the Originator) has carried out any due diligence in respect of the Receivables and the relevant Loan Agreements. More generally, none of the Issuer, the Arranger nor any other Transaction Party (other than the Originator) has undertaken or will undertake any other investigation, searches or other actions to verify the details of the Receivables comprised in the Portfolio, nor has any of such persons undertaken, nor will any of them undertake, any investigations, searches or other actions to establish the creditworthiness of any Debtors, Employers and/or Pension Authorities.

Therefore, the only remedies of the Issuer in respect of the occurrence of a breach of a representation and warranty which materially and adversely affects the value of a Receivable will be the requirement that the Originator repurchases the Receivables which do not comply with any such representation and warranty or complies with certain indemnity obligations undertaken in favour of the Issuer pursuant to the Warranty and Indemnity Agreement (for further details, see the sections headed "*Description of the Transaction Documents - The Warranty and Indemnity Agreement*"). The repurchase and indemnification obligations undertaken by the Originator under the Warranty and Indemnity Agreement give rise to unsecured claims of the Issuer and no assurance can be given that the Originator will pay the relevant amounts if and when due.

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

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

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

In respect of the Originator, such risk is mitigated by the fact that, according to the Transfer Agreement, the Originator shall provide the Issuer with (i) a solvency certificate signed by an authorised representative of the Originator dated the Transfer Date; and (ii) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*), dated no earlier than 5 (five) Business Days prior to the Transfer Date, stating that the Originator is not subject to any insolvency proceeding. Furthermore, under the Warranty and Indemnity Agreement, the Originator has represented that it is solvent as at the Transfer Date and as at the Issue Date.

Moreover, in case of repurchase by the Originator of individual Receivables or of the outstanding Portfolio pursuant to the Transfer Agreement or disposal by the Issuer (or the Representative of the Noteholders on its behalf) of the Portfolio to third parties (including the Originator) following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in the event of an early redemption of the Notes pursuant to Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*) pursuant to the Intercreditor Agreement, the payment of the relevant purchase price may be subject to claw-back pursuant to article 166, paragraph 1 or 2, of the Italian Insolvency Code. In order to mitigate such risk, pursuant to the Transfer Agreement or the Intercreditor Agreement, as the case may be, the Originator (or the relevant third party purchaser, as the case may be) shall provide the Issuer with (i) a solvency certificate signed by an authorised representative of the Originator (or the relevant third party purchaser, as the case may be) and dated no earlier than the date on which the relevant Receivables will be sold; and (ii) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*) dated no earlier than 5 (five) Business Days before the date on which the relevant Receivables will be sold, stating that the Originator (the relevant third party purchaser, as the case may be) is not subject to any insolvency proceeding, or any other equivalent certificate under the relevant jurisdiction in which the relevant third party purchaser is incorporated.

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

Payments made to the Issuer by the Transaction Parties may be subject to claw-back upon certain conditions being met

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

More in detail, payments made to the Issuer by any Transaction Party in the 1 (one) year or 6 (six) month suspect period, as applicable, prior to the date on which such party has been subject to insolvency proceedings, may be subject to claw-back according to article 166 of the Italian Insolvency Code (or any equivalent rules under the applicable jurisdiction of incorporation of the Transaction Party). In case of application of article 166, paragraph 1, of the Italian Insolvency Code, the relevant payment will be set aside and clawed-back if the Issuer is not able to demonstrate that it was not aware of the state of insolvency of the relevant Transaction Party when the payments were made, whereas, in case of application of article 166, paragraph 2, of the Italian Insolvency Code, the relevant payment will be set aside and clawed-back if the receiver is able to demonstrate that the Issuer was aware, or ought to be aware, of the state of insolvency of the relevant Transaction Party. The question as to whether or not the Issuer had actual or constructive knowledge of the state of insolvency at the time of the payment is a question of fact with respect to which a court in its discretion may consider all relevant circumstances.

Claw-back risk does not apply to payments made by assigned debtors, which are exempted from claw-back pursuant to article 166 of the Italian Insolvency Code and from declaration of

ineffectiveness (*declaratoria di inefficacia*) pursuant to article 164, first paragraph, of the Italian Insolvency Code.

Insurances may not cover losses in full

The risks of death, inability to work, unemployment or reduction of the net monthly pension or salary of the Borrower are properly covered through an Insurance Policy underwritten by the Borrower to the benefit of Fides.

However, there can be no assurance that the insured losses will be covered in full for the benefit of the Issuer. For instance, the Insurance Policies do not cover the case of voluntary resignation by the Borrower or the case of job dismissal for just cause (*giusta causa*). Any loss incurred which is not covered, in whole or in part, by the relevant Insurance Policy could adversely affect the value of the Receivables and the ability of the Issuer to recover the full amount due under the relevant Loan.

Eligible Investments may not be fully recoverable in certain circumstances

Pursuant to the Agency and Accounts Agreement, the amounts from time to time standing to the credit of the Collection Account and the Cash Reserve Account may be invested in Eligible Investments to be settled by the Account Bank as directed by the Issuer (acting upon written instructions of the Servicer). Such investments must comply with appropriate rating criteria, as set out in the definition of Eligible Investments. However, it may happen that, irrespective of any such rating, such investments will be irrecoverable due to the insolvency of the debtor under the investment.

This risk is mitigated by the provisions of the Agency and Accounts Agreement pursuant to which, if any Eligible Investments cease to have any of the minimum ratings, or to meet any of the other requirements, set out in the definition of Eligible Investments (each, a **Non-Eligibility Event**), the Issuer shall, acting upon written instructions of the Servicer, instruct the Account Bank to: (i) in respect of Eligible Investments consisting of securities, facilitate the liquidation of such securities within the earlier of the date falling 30 (thirty) days following the occurrence of the relevant Non-Eligibility Event and the Eligible Investments Maturity Date immediately following such Non-Eligibility Event; or (ii) in respect of Eligible Investments consisting of deposits, transfer such deposits, within the earlier of the date falling 30 (thirty) days following the occurrence of the relevant Non-Eligibility Event and the Eligible Investments Maturity Date immediately following such Non-Eligibility Event, into another account (A) opened with a depositary institution organised under the law of any state which is a member of the European Union or the UK or of the United States and satisfies the rating requirements set out in the definition of Eligible Investments, and (B) meeting the maturity, currency and other requirements set out in the definition of Eligible Investments, provided that such transfer shall be made at cost of the account bank with which the relevant deposits were held.

Prospective Noteholders should note that none of the Originator, the Arranger or any other Transaction Party will be responsible for any loss or shortfall deriving from the investment of amounts standing to the credit of the Collection Account and the Cash Reserve Account and/or the liquidation thereof.

New Payment Delegations may need to be issued with the cooperation of Borrowers and Employers in case of termination of the appointment of the Servicer

The Payment Delegations relating to the Portfolio have been issued in favour of Fides. The termination of the appointment of Fides as Servicer could give rise to the termination of the Payment Delegations.

As a result, in order for the Issuer to be entitled to receive the relevant quotas of salaries from the Employers in discharge of the payment obligations under the Receivables, it would be necessary that (i) the Borrowers issue new Payment Delegations in favour of the Issuer or the Substitute Servicer and (ii) the Employers accept such new Payment Delegations, in accordance with the applicable laws and regulations.

In this respect, it should be noted that the Borrowers and the Employers are under no obligation to execute a new Payment Delegation and accept it, respectively.

3. OTHER RISKS RELATING TO THE NOTES AND THE STRUCTURE

Investment in the Notes is only suitable for certain investors

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

Investment in the Notes is only suitable for investors who (i) have the requisite knowledge and experience in financial and business matters to evaluate such merits and risks of an investment in the Notes; (ii) have access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their financial situation; (iii) are capable of bearing the economic risk of an investment in the Notes; and (iv) recognise that it may not be possible to dispose of the Notes for a substantial period of time, if at all.

Prospective Noteholders should not rely on or construe any communication (written or oral) of the Issuer, the Originator, the Arranger or any other Transaction Party as investment advice or as a recommendation to invest in the Notes, it being understood that information and explanations related to the Conditions shall not be considered to be investment advice or a recommendation to invest in the Notes. No communication (written or oral) received from the Issuer, the Originator, the Arranger or any other Transaction Party shall be deemed to be an assurance or guarantee as to the expected results of an investment in the Notes.

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

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

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

Payments of interest on the Junior Notes will be subject to deferral to the extent that there are insufficient Issuer Available Funds on any Payment Date in accordance with the Pre-Acceleration Priority of Payments to pay in full the Aggregate Interest Amount which would otherwise be payable on the Junior Notes. The amount by which the aggregate amount of interest paid on the Junior Notes on any Payment Date in accordance with Condition 5 (*Interest and Class J Variable Return*) falls short of the Aggregate Interest Amount which otherwise would be payable on the Junior Notes on that date shall be aggregated with the amount of, and treated for the purposes of Condition 5 (*Interest and Class J Variable Return*) as if it were interest due on, the Junior Notes and, subject as provided for

below, payable on the next succeeding Payment Date. No interest will accrue on any amount so deferred.

If, on the Cancellation Date, there remains any such shortfall, the amount of such shortfall will become due and payable on such date, subject in each case to the amounts of Issuer Available Funds and, to the extent unpaid, will be cancelled.

Any Aggregate Interest Amount due but not payable on the Senior Notes on any Payment Date will not be deferred and any failure to pay such Aggregate Interest Amount will constitute a Trigger Event pursuant to Condition 9 (*Trigger Events*).

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

Individual Noteholders have limited enforcement rights

The protection and exercise of the Noteholders' rights against the Issuer under the Notes is one of the duties of the Representative of the Noteholders.

The Conditions and the Rules of the Organisation of the Noteholders limit the ability of individual Noteholders to bring individual actions and commence proceedings (including proceedings for a declaration of insolvency) against the Issuer in certain circumstances by conferring on the Meeting the power to determine in accordance with the Rules of the Organisation of the Noteholders on the ability of any Noteholder to commence any such individual actions. Accordingly, individual Noteholders may not, without breaching the Conditions, be able to commence proceedings or take other individual remedies against the Issuer unless the Meeting has approved such action in accordance with the provisions of the Rules of the Organisation of the Noteholders.

Conflicts of interest will be managed by the Representative of the Noteholders in a manner which may not be in line with the interests of the Junior Notes

Without prejudice to the provisions of the Rules of the Organisation of the Noteholders concerning the Basic Terms Modifications, where the Representative of the Noteholders is required to consider the interests of the Noteholders and, in its opinion, there is a conflict between the interests of the Class A Noteholders and the interests of the Class J Noteholders, the Representative of the Noteholders shall consider only the interests of the Class A Noteholders (subject to paragraph 27(d) (*Swap Counterparty Entrenched Rights*) of the Rules of the Organisation of the Noteholders).

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

Directions of the holders of the Senior Notes following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event may affect the interests of the holders of the Junior Notes

Pursuant to the Intercreditor Agreement and the Rules of the Organisation of the Noteholders, at any time after the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer (or the Representative of the Noteholders on its behalf) may (with the prior consent of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes) dispose of the Portfolio then outstanding in accordance with the provisions of the Intercreditor Agreement.

In addition, at any time after the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Representative of the Noteholders may, at its discretion and without further notice, take such steps and/or institute such proceedings as it thinks fit to enforce repayment of the

Notes and payment of accrued interest thereon or at any time to enforce any other obligation of the Issuer under the Notes or any Transaction Document, but, in either case, it shall not be bound to do so unless it shall have been so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes and, in any such case, only if it shall have been indemnified and/or secured to its satisfaction against all fees, costs, expenses and liabilities to which it may thereby become liable or which it may incur by so doing.

The directions of the holders of the Senior Notes in such circumstances will prevail over any other different directions of the holders of the Junior Notes and may be adverse to the interests of the holders of the Junior Notes.

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

After the Issue Date an application will be made to a central bank in the Euro-zone to record the Class A Notes as eligible collateral, within the meaning of the guidelines of the European Central Bank (**ECB**). However, there is no assurance that the Class A Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria and, in accordance with its policies, will not be given prior to issue of the Class A Notes. If the Class A Notes are accepted for such purposes, Eurosystem may amend or withdraw any such approval in relation to the Class A Notes at any time.

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

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

4. RISKS RELATED TO CHANGES TO THE STRUCTURE AND DOCUMENTS

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

Pursuant to the Rules of the Organisation of the Noteholders, subject to paragraph 27(d) (*Swap Counterparty Entrenched Rights*) thereof:

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

(b) any Ordinary Resolution or Extraordinary Resolution involving any matter other than a Basic Terms Modification that is passed by the holders of the Senior Notes shall be binding on the holders of the Junior Notes irrespective of the effect thereof on their interests;

(c) no Ordinary Resolution or Extraordinary Resolution involving any matter other than a Basic Terms Modification that is passed by the holders of the Junior Notes shall be effective unless

it is sanctioned by an Ordinary Resolution or Extraordinary Resolution, as the case may be, of the holders of the Senior Notes.

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

Noteholders' interests are subject to Swap Counterparty's interests in respect of Swap Counterparty Entrenched Rights

Pursuant to the Rules of the Organisation of the Noteholders, any of the following matters will require the prior consent of the Swap Counterparty (each, a **Swap Counterparty Entrenched Right**):

(a) any amendment to any Priority of Payments;

(b) the approval of any proposed Alternative Base Rate determined by the Rate Determination Agent on the basis of Condition 5(d)(iv)(C);

(c) any Resolution by the Noteholders and/or amendment to any Transaction Document if such amendment(s) would have the effect (i) to change the timing of the payments to the Swap Counterparty, or (ii) that the Swap Counterparty would be reasonably required to pay more or receive less than would otherwise have been the case immediately prior to such amendment or otherwise negatively impact the position of the Swap Counterparty;

(d) any amendment to paragraph 27(d) (*Swap Counterparty Entrenched Rights*) of the Rules of the Organisation of the Noteholders; or

(e) any amendment to this definition of Swap Counterparty Entrenched Right.

There can be no assurance that the Swap Counterparty will provide consent to any such matter in a timely manner or at all. The Swap Counterparty may act solely in the interests of itself and does not have any duties to any of the Noteholders.

Certain modifications may be approved by the Representative of the Noteholders without Noteholders' consent

Pursuant to the Rules of the Organisation of the Noteholders, the Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditors, concur with the Issuer and any other relevant parties in making: (i) any amendment or modification to the Conditions (other than in respect of a Basic Terms Modification) or any of the Transaction Documents which, in the opinion of the Representative of the Noteholders, it may be economically reasonable to make and will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes; and (ii) any amendment or modification to these Conditions or to any of the Transaction Documents, if, in the opinion of the Representative of the Noteholders, such amendment or modification is expedient to make, is of a formal, minor or technical nature, is made to correct a manifest error or an error which, in the opinion of the Representative of the Noteholders, is proven or is necessary or desirable for the purposes of clarification.

In addition, the Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditor (other than those which are parties to the relevant Transaction Documents), authorise or waive any proposed breach or breach of the Notes (including a Trigger Event) or of the Intercreditor Agreement or of any other Transaction Document, if, in the opinion of the Representative of the Noteholders, the interests of the holders of the Most Senior Class of Notes will

not be materially prejudiced by such authorisation or waiver, provided that the Representative of the Noteholders shall not exercise any of such powers in contravention of any express direction by an Extraordinary Resolution or so as to authorise or waive any proposed breach or breach relating to a Basic Terms Modification.

Furthermore, subject to certain conditions set out in the Rules of the Organisation of the Noteholders, the Representative of the Noteholders: (a) shall be obliged, without any consent or sanction of the Noteholders or any of the Other Issuer Creditors (other than the Swap Counterparty), to concur with the Issuer or any other relevant parties in making any modification (other than in respect of a Basic Terms Modification) to the Conditions or any other Transaction Document that the Issuer considers necessary for the purposes of effecting a Base Rate Modification pursuant to Condition 5(d) (*Interest and Class J Variable Return - Fallback provisions*); and (b) shall be obliged, without any consent or sanction of the Noteholders or any of the Other Issuer Creditors, to concur with the Issuer or any other relevant parties in making any modification (other than in respect of a Basic Terms Modification) to the Conditions or any other Transaction Document that the Issuer considers necessary (i) in order to enable the Issuer and/or the Swap Counterparty to comply with any obligation which applies to it under EMIR; (ii) for so long as the Senior Notes are intended to be held in a manner which will allow for Eurosystem eligibility (the criteria in respect of which are currently set out in the ECB Guideline (EU) 2015/510, as amended), for the purposes of maintaining such eligibility; or (iii) for the purposes of complying with the specific framework for STS-securitisation and the rest of the EU Securitisation Regulation or the UK Securitisation Regulation. For further details, see the section headed "*Schedule 1 to the Terms and Conditions of the Notes - Rules of the Organisation of the Noteholders*". There is no assurance that each Noteholder concurs with any such modification by the Representative of the Noteholders.

5. COUNTERPARTY RISKS

The ability of the Issuer to meet its obligations under the Notes is dependent on the performance of the Servicer

The Receivables comprised in the Portfolio have been serviced by Fides as Originator up to the Transfer Date and, following such date, have continued and will continue to be serviced by Fides as Servicer in accordance with the Servicing Agreement.

The Servicer has undertaken to prepare and deliver, on or prior to each Servicer's Report Date, the Servicer's Report to the Issuer, the Account Bank, the Calculation Agent, the Representative of the Noteholders, the Paying Agent, the Back-up Servicer Facilitator, the Corporate Servicer, the Arranger, the Swap Counterparty and the Rating Agencies. Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Servicer fails to deliver the Servicer's Report to the Calculation Agent by the relevant Servicer's Report Date (or such later date as may be agreed between the Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), the Calculation Agent shall prepare the Payments Report relating to the immediately following Payment Date on the basis of the provisions of the Transaction Documents and any other information available on the relevant Calculation Date (including, without limitation, the balance standing to the credit of the Accounts), irrespective of its completeness and only interest on the Senior Notes and any amounts ranking in priority thereto under the Pre-Acceleration Priority of Payments shall be due and payable on such Payment Date, to the extent there are sufficient Issuer Available Funds to make such payments (the **Provisional Payments**). It is understood that the non-payment of principal on the Notes on such Payment Date would not constitute a Trigger Event. On the next Calculation Date and subject to the receipt of the relevant Servicer's Report, in a timely manner, from the Servicer, the Calculation Agent shall, in determining the amounts due and payable on the immediately following Payment Date, make any

necessary adjustment to take into account the difference (if any) between the Provisional Payments made on the immediately preceding Payment Date and the actual amounts that would have been due on that Payment Date.

Following the termination of the appointment of the Servicer pursuant to the Servicing Agreement, the obligations of the Servicer will be undertaken by the Substitute Servicer appointed by the Issuer with the cooperation of the Back-up Servicer Facilitator. However, there can be no assurance that a Substitute Servicer who is able and willing to service the relevant Receivables could be found. Any delay or inability of the Substitute Servicer to replace the Servicer and/or the Issuer to appoint a Substitute Servicer may affect payments on the Notes.

Furthermore, it is not certain whether the Substitute Servicer would service the Receivables on the same terms as those provided for in the Servicing Agreement. The ability of the Substitute Servicer to fully perform the required services will depend, *inter alia*, on the information, software and records available to it at the time of replacement of the Servicer.

The ability of the Issuer to meet its obligations under the Notes is dependent on the performance of other Transaction Parties

The timely payment of amounts due on the Notes will depend on the performance of other Transaction Parties, including, without limitation, (i) in respect of the Senior Notes, the ability of the Swap Counterparty to make the payments due under the Swap Agreement, and (ii) in respect of the Notes, the ability of the Calculation Agent, the Corporate Servicer, the Stichting Corporate Services Provider, the Paying Agent and the Account Bank to duly perform their respective obligations under the relevant Transaction Documents. In addition, the ability of the Issuer to make payments under the Notes may depend to an extent upon the due performance by the Originator of its obligations under the Warranty and Indemnity Agreement in respect of the Portfolio and by the Insurance Companies of their obligations under the Insurance Policies. The performance of such parties of their respective obligations under the relevant Transaction Documents may be influenced by the solvency of each relevant party.

The inability of any of the Transaction Parties to provide its services to the Issuer (including any failure arising from circumstances beyond its control, such as pandemics) may ultimately affect the Issuer's ability to make payments on the Notes.

Conflicts of interest may influence the performance by the Transaction Parties of their respective obligations under the Securitisation

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

Without limiting the generality of the foregoing, under the Securitisation: (i) Fides will act as Originator and Servicer; (ii) the Issuer will act as Reporting Entity; (iii) BNP Paribas, Italian Branch will act as Account Bank and Paying Agent and BNP Paribas will act as Swap Counterparty; and (iv) Banca Finint will act as Calculation Agent, Corporate Servicer, Representative of the Noteholders and Back-up Servicer Facilitator..

In addition, the Originator may hold and/or service receivables arising from loans other than the Receivables and providing general financial services to the Borrowers. Even though under the Servicing Agreement the Servicer has undertaken to renegotiate the terms of the Loans only having regard primarily to the interests of the Issuer and the Noteholders, it cannot be excluded that, in certain circumstances, a conflict of interest may arise with respect to other relationships with the same Borrowers.

Mediobanca may also be involved in a broad range of transactions with other parties. For further details, see the section headed "*Other business relations*".

Conflict of interest may influence the performance by the Transaction Parties of their respective obligations under the Securitisation and ultimately affect the interests of the Noteholders.

6. ORIGINATOR RISKS

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

The historical, financial and other information set out in the sections headed "*The Portfolio - Historical Performance Data*", "*Fides*" and "*The Credit and Collection Policies*", including information in respect of collection rates, represents the historical experience of the Originator.

There can be no assurance that the future experience and performance of Fides, as Servicer of the Portfolio, will be similar to the experience shown in this Prospectus. Should such experience and performance become worse in the future, this might affect the amounts payable under the Notes.

7. MACRO-ECONOMIC AND MARKET RISKS

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

Although an application has been made to list on the official list of Euronext Dublin and to admit to trading on its regulated market the Senior Notes, there can be no assurance that a secondary market for the Senior Notes will develop or, if a secondary market does develop in respect of the Senior Notes, that it will provide the holders of such Senior Notes with liquidity of investments or that it will continue until the final redemption and/or cancellation of the Senior Notes. Consequently, any purchaser of the Senior Notes may be unable to sell such Senior Notes to any third party and it may therefore have to hold the Senior Notes until final redemption and/or cancellation thereof. The Notes have not been, and will not be, registered under the Securities Act and will be subject to significant restrictions on resale in the United States.

Limited liquidity in the secondary market may continue to have an adverse effect on the market value of the asset backed securities, especially those securities that are more sensitive to prepayment, credit or interest rate risk and those securities that have been structured to meet the requirements of limited categories of investors. Consequently, whilst these market conditions persist, an investor in the Notes may not be able to sell or acquire credit protection on its Notes readily and market values of the Notes are likely to fluctuate. Any of these fluctuations may be significant and could result in significant losses to an investor.

Risks connected with disruptions and volatility in the global financial markets may affect the performance of the Securitisation

The Issuer as well as the market value and the liquidity of the Notes may be affected by disruptions and volatility in the global financial markets.

Pursuant to a referendum held in June 2016, the UK has voted to leave the European Union (**EU**) The UK left the EU on 31 January 2020 at 11pm, and the transition period has ended on 31 December 2020 at 11pm. The exit of the United Kingdom from the European Union, and the possibility that other European Union countries could hold similar referendums to the one held in the United Kingdom and/or call into question their membership of the European Union or prolonged periods of uncertainty connected to these eventualities could have significant negative impacts on global economic conditions and the stability of international financial markets. These could include further

falls in equity markets, a further fall in the value of the pound and, more in general, increase in financial markets volatility, reduction of global markets liquidities.

On February 24, 2022, Russian troops began a full-scale invasion of Ukraine and, as of the date of this Offering Circular, the countries remain in active armed conflict. Around the same time, the United States, the United Kingdom, the European Union, and several other nations announced a broad array of new or expanded sanctions, export controls, and other measures against Russia, Russia-backed separatist regions in Ukraine, and certain banks, companies, government officials, and other individuals in Russia and Belarus, as well as a number of Russian oligarchs. The ongoing conflict and the rapidly evolving measures in response could be expected to have a negative impact on the economy and business activity globally (including in the countries in which the Issuer invests), and therefore could adversely affect the performance of the Issuer's investments. The severity and duration of the conflict and its impact on global economic and market conditions are impossible to predict, and as a result, present material uncertainty and risk with respect to the Issuer and the performance of its investments and operations, and the ability of the Issuer to achieve its investment objectives.

Should any of these circumstances occur, the performance of the Portfolio may deteriorate and, as result, the amounts payable under the Notes might be affected.

Geographic concentration risks

The Receivables arise from Loans in respect of which the Borrowers are individuals who, at the time of the disbursement of the relevant Loans, were resident in the Republic of Italy. A deterioration in economic conditions including the ongoing uncertainty surrounding COVID-19 or rising geopolitical tensions, resulting in increased supply chain problems, unemployment rates, loss of earnings, increased short or long-term interest rates, increased consumer and commercial insolvency filings, a decline in the strength of national or local economies, the associated implications of a local, regional or national lockdown due to an epidemic or a pandemic, increased inflation or other outcomes (including geopolitical and economic risks relating to Russia's invasion of Ukraine which could impact the Italian economy, in particular by pushing up energy and oil prices and increasing inflation (and the cost of living) further) which negatively impact household incomes, could have an adverse effect on the ability of the Borrowers to make payments on the Loans and result in losses on the Notes.

Loans in the Portfolio may also be subject to geographic concentration risks within certain regions of Italy. To the extent that specific geographic regions in Italy have experienced, or may experience in the future, weaker regional economic conditions (due to local, national and/or global macroeconomic factors) than other regions in Italy, a concentration of the Loans in such a region may exacerbate the risks relating to the Loans described in this section. Certain geographic regions in Italy rely on different types of industries. Any downturn in a local economy or particular industry may adversely affect the regional employment levels and consequently the repayment ability of the Debtors in that region or the region that relies most heavily on that industry. In addition, any natural disasters or widespread health crises or the fear of such crises (such as coronavirus, measles, SARS, Ebola, H1N1, Zika, avian influenza, swine flu, or other epidemic diseases) in a particular region or geopolitical instabilities, including Russia's invasion of Ukraine and the implication on the global economy (such as the increase of energy and oil prices or the inflation), may weaken economic conditions and negatively impact the ability of affected Borrowers to make timely payments on the Loans. This may affect receipts on the Loans. If the timing and payment of the Loans is adversely affected by any of the risks described in this paragraph, then payments on the Notes could be reduced and/or delayed and could ultimately result in losses on the Notes.

For an overview of the geographical distribution of the Loans, see the section headed "*The Portfolio*".

Given the unpredictable effect such factors may have on the local, national or global economy, no assurance can be given as to the impact of any of the matters described above and, in particular, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes.

Changes or uncertainty in respect of EURIBOR may affect the value or payment of interest under the Senior Notes

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

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

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Investors should be aware that the euro risk-free rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referring EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates. Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark"; or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on the Senior Notes (which are linked to EURIBOR).

While (i) an amendment may be made under Condition 5(d) (*Interest and Class J Variable Return - Fallback provisions*) to change the base rate on the Senior Notes from EURIBOR to an Alternative Base Rate under certain circumstances broadly related to EURIBOR dysfunction or discontinuation and subject to certain conditions being satisfied, (ii) the Issuer is under an obligation to appoint a Rate Determination Agent which must be the investment banking division of a bank of international repute and which is not an affiliate of the Originator to determine an Alternative Base Rate in accordance with Condition 5(d) (*Interest and Class J Variable Return - Fallback provisions*), and (iii) an amendment may be made under paragraph 27(j) (*Additional modifications*) of the Rules of the Organisation of the Noteholders to change the base rate that then, subject to the consent of the Swap Counterparty, applies in respect of the Swap Agreement for the purpose of aligning the base rate of

the Swap Agreement to the Reference Rate of the Senior Notes following a Base Rate Modification, there can be no assurance that any such amendments will be made or, if made, that they (a) will fully or effectively mitigate all relevant interest rate risks or result in an equivalent methodology for determining the interest rates on the Senior Notes and the Swap Agreement or (b) will be made prior to any date on which any of the risks described in this risk factor may become relevant.

It is a condition of any Base Rate Modification that the Swap Counterparty has approved the proposed Alternative Base Rate determined by the Rate Determination Agent on the basis of Condition 5(d)(iv)(C).

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmark Regulation reforms in making any investment decision with respect to the Senior Notes.

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

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

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

A rating is not a recommendation to purchase, hold or sell the Senior Notes. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the EU CRA Regulation, unless such rating is provided by a credit rating agency not established in the European Union but is endorsed by a credit rating agency established in the European Union and registered under the EU CRA Regulation or such rating is provided by a credit rating agency not established in the European Union which is certified under the EU CRA Regulation. In general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the UK and registered under the UK CRA Regulation, unless such rating is provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or such rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation. As at the date of this Prospectus, each of the Rating Agencies is established in the European Union and is registered under the EU CRA Regulation, as evidenced in the latest update of the list published by ESMA on its website (being, as at the date of this Prospectus, www.esma.europa.eu). As at the

date of this Prospectus, each of the Rating Agencies is not established in the UK but the ratings assigned by each of Fitch Ratings Ireland Limited (*Sede Secondaria Italiana*) and Moody's Investors Service España, S.A. are endorsed by, respectively, Fitch Ratings Limited and Moody's Investors Service, each of which is registered under the UK CRA Regulation, as evidenced in the latest update of the list published by FCA on its website (being, as at the date of this Prospectus, https://register.fca.org.uk/s/).

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

Assignment of unsolicited ratings may affect the market value of the Senior Notes

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

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

8. LEGAL AND REGULATORY RISKS

Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Arranger or any other Transaction Party makes any representation to any prospective investor or purchaser of the Notes regarding the regulatory capital treatment of their investment in the Notes on the Issue Date or at any time in the future.

Investors should note in particular that the Basel Committee on Banking Supervision (**BCBS**) has approved a series of significant changes to the Basel framework for prudential regulation (such changes being referred to by the BCBS as Basel III, and referred to, colloquially, as Basel III in respect of reforms finalised prior to 7 December 2017 and Basel IV in respect of reforms finalised on or following that date). The Basel III/IV reforms, which include revisions to the credit risk framework in general and the securitisation framework in particular, may result in increased regulatory capital and/or other prudential requirements in respect of securitisation positions. The BCBS continues to work on new policy initiatives. National implementation of the Basel III/IV reforms may vary those reforms and/or their timing. It should also be noted that changes to prudential requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework in Europe.

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

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

The EU Securitisation Regulation applies in general (subject to certain grandfathering) from 1 January 2019 and, from 9 April 2021, the EU Securitisation Regulation applies as amended by Regulation (EU) 2021/557. However, some legislative measures necessary for the full implementation of the EU Securitisation Regulation regime have not yet been finalised and compliance with certain requirements is subject to the application of transitional provisions. In addition, further amendments are expected to be introduced to the EU Securitisation Regulation regime as a result of its wider review on which the European Commission is expected to report in 2022.

The UK Securitisation Regulation applies in the UK from 11pm (London time) on 31 December 2020 following the end of the transition period relating to the UK's withdrawal from the EU (note that the UK is also no longer part of the EEA). The UK Securitisation Regulation largely mirrors (with some adjustments) the EU Securitisation Regulation as it applied in the EU at the end of 2020 (meaning that the amendments that took effect in the EU from 9 April 2021 are not part of the UK regime). The UK Securitisation Regulation regime is currently subject to a review and the HM Treasury issued a report on this review in December 2021 outlining a number of areas where legislative changes may be introduced in due course and further legislative reforms, including under the Financial Services and Markets Bill published in July 2022, impacting the UK Securitisation Regulation are under way. Therefore, some divergence between EU and UK regimes exists already and the risk of more divergence in the future between EU and UK regimes cannot be ruled out.

Certain European-regulated institutional investors or UK-regulated institutional investors, which include relevant credit institutions, investment firms, authorised alternative investment fund managers, insurance and reinsurance undertakings, certain undertakings for the collective investment of transferable securities and certain regulated pension funds (institutions for occupational retirement provision), are required to comply under article 5 of the EU Securitisation Regulation or article 5 of the UK Securitisation Regulation, as applicable, with certain due diligence requirements prior to holding a securitisation position and on an ongoing basis while holding the position. Among other things, prior to holding a securitisation position, such institutional investors are required to verify under their respective EU or UK regime certain matters with respect to compliance of the relevant transaction parties with credit granting standards, risk retention and transparency requirements and, on transactions notified as EU STS or UK STS, compliance of that transaction with the EU or UK STS requirements, as applicable. If the relevant European- or UK-regulated institutional investor elects to acquire or holds the Notes having failed to comply with one or more of these requirements, as applicable to them under their respective EU or UK regime, this may result in the imposition of a penal capital charge on the Notes for institutional investors subject to regulatory capital requirements or a requirement to take a corrective action, in the case of a certain type of regulated fund investors. Certain aspects of the requirements of the EU Securitisation Regulation and the UK Securitisation Regulation and what is or will be required to demonstrate compliance to national regulators remain unclear. Prospective investors in the Notes should therefore make themselves aware of the requirements applicable to them in their respective jurisdictions and are required to independently assess and determine the sufficiency of the information described in this Prospectus generally for the purposes of complying with such due diligence requirements under the EU Securitisation Regulation and any corresponding national measures which may be relevant or the UK Securitisation Regulation, as applicable.

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

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

The STS designation impacts on regulatory treatment of the Notes

The Securitisation is intended to qualify as a simple, transparent and standardised (**STS**) securitisation within the meaning of article 18 of Regulation (EU) no. 2402 of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation (the **EU Securitisation Regulation**). Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of articles 19 to 22 of the EU Securitisation Regulation (the **EU STS Requirements**) and, on or about the Issue Date, will be notified by the Originator to be included in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation (the **STS Notification**). Pursuant to article 27(2) of the EU Securitisation Regulation, the STS Notification includes an explanation by the Originator of how each of the EU STS Requirements has been complied with under the Securitisation. The STS Notification will be available for download on the ESMA website (being, as at the date of this Prospectus, https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre) (the **ESMA STS Register**).

The Notes can also qualify as UK STS until maturity, provided the Notes remain on the ESMA STS Register and continue to meet the EU STS Requirements and, as such, the EU STS securitisation designation impacts on the potential ability of the Notes to achieve better or more flexible regulatory treatment from the perspective of the applicable UK regulatory regimes, such as the prudential regulation of UK CRR firms and UK Solvency II firms, and from the perspective of the UK EMIR regime.

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

It is important to note that the involvement of PCS as an authorised third party verifying STS compliance is not mandatory and the responsibility for compliance with the EU Securitisation Regulation (or, if applicable, the UK Securitisation Regulation) remains with the relevant institutional investors, originators and issuers, as applicable in each case. The STS Assessments will not absolve such entities from making their own assessment and assessments with respect to the EU Securitisation Regulation (or, if applicable, the UK Securitisation Regulation) and the STS Assessments cannot be relied on to determine compliance with the foregoing regulations in the absence of such assessments by the relevant entities. In addition, Fides has not used the service of PCS, as a third party verifying STS compliance authorised under article 28 of the EU Securitisation Regulation, to prepare an assessment of compliance of the Notes with article 7 and article 13 of Delegated Regulation (EU) 2015/61 of 10 October 2014 to supplement Regulation (EU) no. 575 of 26 June 2013 of the European Parliament and the Council with regard to liquidity coverage requirement for credit institutions, as amended by Commission Delegated Regulation (EU) no. 1620 of 13 July 2018 (the **LCR Regulation**); in this regard, it should be noted that as at the date of this Prospectus the Senior Notes are not expected to satisfy the requirements of the LCR Regulation. Furthermore, the STS Assessments are not an opinion on the creditworthiness of the Notes nor on the level of risk associated with an investment in the Notes. It is not an indication of the suitability of the Notes for any investor

and/or a recommendation to buy, sell or hold Notes. Institutional investors that are subject to the due diligence requirements of the EU Securitisation Regulation or the UK Securitisation Regulation need to make their own independent assessment and may not solely rely on the STS Assessments, the STS Notification or other disclosed information. No assurance can be provided that the Securitisation does or continues to qualify as an STS-securitisation under the EU Securitisation Regulation and/or the UK Securitisation Regulation at any point in time. The STS status of a transaction is not static and investors should verify the current status of the Securitisation on the ESMA STS Register. None of the Issuer, Fides (in any capacity), the Arranger, the Representative of the Noteholders or any other Transaction Party makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation and/or the UK Securitisation Regulation at any point in time.

The EU STS securitisation designation impacts on the potential ability of the Notes to achieve better or more flexible regulatory treatment under various EU regimes that were amended (or will be amended in due course) to take into account the EU STS framework (such as Type 1 securitisation under Solvency II, as amended, regulatory capital treatment under the securitisation framework of the CRR, as amended by the CRR Amendment Regulation and the changes to the EMIR regime that provide for certain exemptions for EU STS securitisation swaps, as to which investors are referred to the risk factor entitled "*EMIR may impact the obligations of the Swap Counterparties and the Issuer under the Swap Agreement*".

Italian consumer legislation contains certain protections in favour of debtors

The Portfolio comprises only Receivables deriving from Loans qualifying as consumer loans or personal credit facilities, *i.e.* loans granted to individuals acting outside the scope of their entrepreneurial, commercial, craft or professional activities.

The Loans falling within the category of "consumer loans" are regulated by, *inter alia*: (i) articles 121 to 126 of the Consolidated Banking Act; and (ii) the Bank of Italy's regulation dated 29 July 2009, entitled "*Trasparenza delle operazioni e dei servizi bancarie e finanziari. Correttezza delle relazioni tra intermediari e client*" (as amended and/or supplemented from time to time). Under the current legislation, consumer loans are only those granted for amounts respectively lower and higher than the maximum and minimum levels set by article 122, paragraph 1, letter (a) of the Consolidated Banking Act, such levels being currently set at Euro 75,000 and Euro 200, respectively.

The following risks, *inter alia*, could arise in relation to a consumer loan contract.

(A) *Linked contracts (contratti collegati)*

Pursuant to paragraphs 1 and 2 of article 125-*quinquies* of the Consolidated Banking Act, borrowers under consumer loan contracts linked to supply contracts have the right to terminate the relevant contract with the lender following a default by the supplier, provided that (i) they have previously and unsuccessfully made an injunction (*costituzione in mora*) against the supplier and (ii) such default constitutes a material default pursuant to, and for the purposes of, article 1455 of the Italian civil code.

In case of termination of the consumer loan contract, the lender must reimburse all instalments and sums paid by the consumer. However, the lender has the right to claim these payments from the relevant defaulting supplier.

Pursuant to paragraph 4 of article 125-*quinquies* of the Consolidated Banking Act, borrowers are entitled to exercise against the assignee of any lender under such consumer loan contracts any of the defences mentioned under paragraphs 1 to 3 of the same article, which they had against the original lender.

In this respect, prospective Noteholders should note that, pursuant to the Warranty and Indemnity Agreement, Fides has undertaken, upon written and duly documented request of the Issuer, to indemnify and hold harmless the Issuer for any damage, loss, claim, reduced income (*minor incasso*), cost, lost profit (*lucro cessante*) and expense (including, but not limited to, legal expenses and fees, as well as any VAT if due) incurred by the Issuer as a consequence of the exercise by any Debtor, Employer, Pension Authority and/or Insurance Company of any right of set-off.

(B) *Prepayment right*

Pursuant to article 125-*sexies* of the Consolidated Banking Act borrowers under consumer loan agreements may, at any time, prepay, in whole or in part, the loans and, in such case, they would be entitled to a reduction of the aggregate interest and costs under the loans, in proportion to the residual duration of the loans. In case of prepayment, the lenders would have the right to an equitable and objectively justified compensation for any cost directly connected with such repayment, provided that the relevant compensation shall not exceed (i) 1 per cent. of the prepaid amounts, if the residual duration of the loans is longer than 1 (one) year, or (ii) 0.5 per cent. of the prepaid amounts, if the residual duration of the loans is equal to or lower than 1 (one) year, and (iii) in any case the interest amount that the borrower would have paid for the residual duration of the loans. This compensation would not apply if (i) the prepayment were made under an insurance credit policy covering such prepayment; (ii) the prepayment relates to an overdraft facility; (iii) the prepayment occurs in a period during which no fixed interest rate already set in the relevant consumer loan agreements applies; or (iv) the prepaid amounts correspond to the whole outstanding debt or is equal to or lower than Euro 10,000.

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

The amendments to article 125-*sexies* of the Consolidated Banking Act introduced by the *Sostegni-bis* Decree would apply to the consumer loan agreements executed after the entry into force of conversion law. Any prepayment relating to consumer loan agreements entered into prior to such date would continue to be governed by the previous provisions of article 125-*sexies*, as well as by the Bank of Italy's regulations applicable at the time of the relevant prepayment.

In this respect, prospective Noteholders should note that, pursuant to the Warranty and Indemnity Agreement, Fides has undertaken, upon written and duly documented request of the Issuer, to indemnify and hold harmless the Issuer for any damage, loss, claim, reduced income (*minor incasso*), cost, lost profit (*lucro cessante*) and expense (including, but not limited to, legal expenses and fees, as well as any VAT if due) incurred by the Issuer as a consequence of the exercise by any Debtor, Employer, Pension Authority and/or Insurance Company of any right of set-off.

(C) *Set-off*

Pursuant to article 125-*septies*, paragraph 1, of the Consolidated Banking Act, debtors are entitled to exercise, against the assignee of a lender under a consumer loan contract, any defence (including set-off) which they had against the original lender, in derogation of the provisions of article 1248 of the Italian civil code (that is even if the borrower has accepted the assignment or has been notified thereof). It is debated whether article 125-*septies*, paragraph 1, of the Consolidated Banking Act

allows the assigned consumer to set-off against the assignee only claims that had arisen vis-à-vis the assignor before the assignment or also those claims arising after the assignment, regardless of any notification/acceptance of the same. In this respect it should be noted that the Securitisation Law provides, *inter alia*, that, notwithstanding any provision of law providing otherwise, no set-off may be exercised by a debtor *vis-à-vis* the issuer grounded on claims which have arisen towards the seller after the date of publication of the notice of transfer of the relevant receivables in the Official Gazette.

In this respect, prospective Noteholders should note that, pursuant to the Warranty and Indemnity Agreement, Fides has undertaken, upon written and duly documented request of the Issuer, to indemnify and hold harmless the Issuer for any damage, loss, claim, reduced income (*minor incasso*), cost, lost profit (*lucro cessante*) and expense (including, but not limited to, legal expenses and fees, as well as any VAT if due) incurred by the Issuer as a consequence of the exercise by any Debtor, Employer, Pension Authority and/or Insurance Company of any right of set-off.

(D) Consumer *Code's protection*

The Loans, being disbursed to Debtors qualifying as a "*consumer*" pursuant to the Consolidated Banking Act, are also regulated by article 1469-*bis* of the Italian civil code and by Italian Legislative Decree no. 206 of 6 September 2005 (*Codice del consumo, a norma dell'articolo 7 della legge 29 luglio 2003, n. 229*) (the **Consumer Code**), which implement EC Directive 93/13/CEE on unfair terms in consumer contracts, and provide that any clause in a consumer contract which contains a material imbalance between the rights and obligations of the consumer under the contract, is deemed to be unfair and is not enforceable against the consumer whether or not the consumer's counterparty acted in good faith.

Article 33 of the Consumer Code identifies clauses which, if included in consumer contracts, are deemed to be *prima facie* unfair but which are binding on the consumer if it can be shown that such clauses were actually individually negotiated or that they can be considered fair in the circumstances of the relevant consumer contract. Such clauses include, *inter alia*, clauses which give the right to the non-consumer contracting party to (i) terminate the contract without reasonable cause (*giusta causa*) or (ii) modify the conditions of the contract without a valid reason (*giustificato motivo*) previously stated in such contract. However, with regard to financial contracts, if there is a valid reason, the non-consumer party is empowered to modify the economic terms subject to prior notice to the consumer. In this case, the consumer has the right to terminate the contract.

Pursuant to article 36 of the Consumer Code, the following clauses, *inter alia*, are considered null and void as a matter of law and are not enforceable: (i) any clause which has the effect of excluding or limiting the remedies of the consumers in case of total or partial failure by the non-consumer parties to perform their obligations under the consumer contract; and (ii) any clause which has the effect of making the consumer parties bound by clauses they have not had any opportunity to consider and evaluate before entering into the consumer contract.

In this respect, prospective Noteholders should note that, pursuant to the Warranty and Indemnity Agreement, Fides has undertaken, upon written and duly documented request of the Issuer, to indemnify and hold harmless the Issuer for any damage, loss, claim, reduced income (*minor incasso*), cost, lost profit (*lucro cessante*) and expense (including, but not limited to, legal expenses and fees, as well as any VAT if due) incurred by the Issuer which arise out of or result from any amount of any Receivable not being collected or recovered by the Issuer as a consequence of the exercise by any Debtor of claims and/or counterclaims.

Application of the Securitisation Law has a limited interpretation

As at the date of this Prospectus, limited interpretation of the application of the Securitisation Law has been issued by any Italian governmental or regulatory authority. Consequently, it is possible that such

authorities may issue further regulations relating to the Securitisation Law or to the interpretation thereof, the impact of which cannot be predicted by the Issuer or any other party as at the date of this Prospectus.

The Originator intends to rely on an exemption from U.S. Risk Retention Requirements

Section 941 of the Dodd-Frank Act amended the Exchange Act to generally require the "securitizer" of a "securitization transaction" to retain at least 5 (five) per cent. of the "credit risk" of "securitized assets" as such terms are defined for the purposes of that statute, and generally prohibit a "securitizer" from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the "securitizer" is required to retain. Final rules implementing the statute (the **U.S. Risk Retention Rules**) came into effect on 24 December 2016 with respect to non-RMBS securitisations. The U.S. Risk Retention Rules provide that the securitiser of an asset backed securitisation is its sponsor. The U.S. Risk Retention Rules also provide for certain exemptions from the risk retention obligation that they generally impose.

The Originator does not intend to retain at least 5 per cent. of the credit risk of the Issuer for the purposes of the U.S. Risk Retention Rules and the issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules, the Originator intends to rely on an exemption provided for in Section __.20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as Risk Retention U.S. Persons); (3) neither the sponsor nor the issuer is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

The Originator has advised the Issuer that it has not acquired, and it does not intend to acquire more than 25 per cent. of the assets from an affiliate or branch of the Originator or the Issuer that is organised or located in the United States.

Prospective investors should note that the definition of "U.S. person" in the U.S. Risk Retention Rules is different from the definition of "U.S. person" under Regulation S. The definition of U.S. person in the U.S. Risk Retention Rules is excerpted below. Particular attention should be paid to clauses (b) and (h), which are different than comparable provisions from Regulation S.

Under the U.S. Risk Retention Rules, and subject to limited exceptions, "U.S. person" means any of the following:

(a) any natural person resident in the United States;

(b) any partnership or corporation organised or incorporated under the laws of the United States;

(c) any estate of which any executor or administrator is a U.S. person (as defined under any other clause of this definition);

(d) any trust of which any trustee is a U.S. person (as defined under any other clause of this definition);

(e) any agency or branch of a foreign entity located in the United States;

(f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person (as defined under any other clause of this definition);

(g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; and

(h) any partnership, corporation, limited liability company, or other organisation or entity if:

(i) organised or incorporated under the laws of any foreign jurisdiction; and

(ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in 17 CFR 230.501(a)) who are not natural persons, estates or trusts.

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

Failure on the part of the Originator to comply with the U.S. Risk Retention Rules (regardless of the reason for such failure to comply) could give rise to regulatory action against the Originator which may adversely affect the Notes and the ability of the Originator to perform its obligations under the Transaction Documents. Furthermore, a failure by the Originator to comply with the U.S. Risk Retention Rules could negatively affect the value and secondary market liquidity of the Notes.

None of the Arranger, the Originator, the Issuer or any of their affiliates makes any representation to any prospective investor or purchaser of the Notes as to whether the transactions described in this Prospectus comply as a matter of fact with the U.S. Risk Retention Rules on the Issue Date or at any time in the future. Investors should consult their own advisors as to the U.S. Risk Retention Rules. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

Volcker Rule may restrict the ability of relevant individual prospective purchasers to invest in the Notes

The enactment of the Dodd-Frank Act, which was signed into law on 21 July 2010, imposed a new regulatory framework over the U.S. financial services industry and the U.S. consumer credit markets in general. On 10 December 2013, U.S. regulators adopted final regulations to implement Section 619 of the Dodd-Frank Act. Section 619 of the Dodd-Frank Act added a new section 13 to the Bank Holding Company Act of 1956, commonly referred to as the **Volcker Rule**.

The Volcker Rule generally prohibits "banking entities" broadly defined to include U.S. banks, bank holding companies and foreign banking organisations (together with their respective subsidiaries and other affiliates) from (i) engaging in proprietary trading in financial instruments, (ii) acquiring or retaining any "ownership interest" in, or in "sponsoring", a "covered fund" and (iii) entering into certain transactions with such funds subject to certain exemptions and exclusions.

An "ownership interest" is defined widely and may arise through a holder's exposure to the profits and losses of the "covered fund", as well as through certain rights of the holder to participate in the selection or removal of an investment advisor, investment manager, or general partner, trustee, or member of the board of directors of the "covered fund". A "covered fund" is defined widely, and includes any issuer which would be an investment company under the Investment Company Act of 1940, as amended (the **Investment Company Act**) but is exempt from registration solely in reliance on section 3(c)(1) or 3(c)(7) of the Investment Company Act, subject to certain exemptions found in the Volcker Rule's implementing regulations.

Not all investment vehicles or funds, however, fall within the definition of a "covered fund" for the purposes of the Volcker Rule. For example, for most non-U.S. banking entities, a non-U.S. issuer that offers its securities only to non-U.S. persons may be considered not to be a "covered fund". Additionally, the Issuer should not be a "covered fund" for the purposes of the regulations adopted to implement Section 619 of the Volcker Rule, and also should be able to rely on an exemption from the definition of investment company under Section 3(c)(5)(A) of the Investment Company Act, although there may be additional exclusions or exemptions available to the Issuer. However, if the Issuer is deemed to be a "covered fund", the provisions of the Volcker Rule and its related regulatory provisions, will severely limit the ability of "banking entities" to hold an "ownership interest" in the Issuer or enter into certain credit related financial transactions with the Issuer and this could adversely impact the ability of the banking entity to enter into new transactions with the Issuer and may require amendments to certain existing transactions and arrangements. "Ownership interest" is defined to include, among other things, interests arising through a holder's exposure to profits and losses in the covered fund or through any right of the holder to participate in the selection of an investment manager or advisor or the board of directors of such covered fund.

The Volcker Rule and any similar measures introduced in another relevant jurisdiction may restrict the ability of relevant individual prospective purchasers to invest in the Notes and, in addition, may have a negative impact on the price and liquidity of the Notes in the secondary market. There is limited interpretive guidance regarding the Volcker Rule, and implementation of the regulatory framework for the Volcker Rule is still evolving. The Volcker Rule's prohibitions and lack of interpretive guidance could negatively impact the liquidity and value of the Notes. Any entity that is a "banking entity" as defined under the Volcker Rule and is considering an investment in "ownership interests" of the Issuer should consult its own legal advisors and consider the potential impact of the Volcker Rule in respect of such investment and on its portfolio generally. Each investor must determine for itself whether it is a "banking entity" subject to regulation under the Volcker Rule. If investment by "banking entities" in the Notes of any Class is prohibited or restricted by the Volcker Rule, this could impair the marketability and liquidity of such Notes. None of the Issuer, the Arranger or the other Transaction Parties makes any representation regarding (i) the status of the Issuer under the Volcker Rule or (ii) the ability of any purchaser to acquire or hold the Notes, now or at any time in the future.

EMIR may impact the obligations of the Swap Counterparty and the Issuer under the Swap Agreement

EMIR (as amended by Regulation (EU) no. 2019/834 (**EMIR Refit 2.1**)) prescribes a number of regulatory requirements for counterparties to derivatives contracts including (i) a mandatory clearing obligation for certain classes of OTC derivatives contracts (the **Clearing Obligation**); (ii) collateral exchange, daily valuation and other risk mitigation requirements for OTC derivatives contracts not

subject to clearing (the **Risk Mitigation Requirements**); and (iii) certain reporting requirements. In general, the application of such regulatory requirements in respect of a swap transaction will depend on the classification of the counterparties to such derivative transaction.

Pursuant to EMIR, counterparties can be classified as: (i) financial counterparties (**FCs**) (which, following changes made by EMIR Refit 2.1, includes a sub-category of small FCs (**SFCs**)), and (ii) non-financial counterparties (**NFCs**). The category of "NFC" is further split into: (i) non-financial counterparties above the "clearing threshold" (**NFC+s**), and (ii) non-financial counterparties below the "clearing threshold" (**NFC-s**). Whereas FCs and NFC+ entities may be subject to the Clearing Obligation or, to the extent that the relevant swaps are not subject to clearing, to the collateral exchange obligation and the daily valuation obligation under the Risk Mitigation Requirements, such obligations do not apply in respect of NFC- entities.

The Issuer is currently an NFC-, although a change in its position cannot be ruled out. Should the status of the Issuer change to NFC+ or FC, this may result in the application of the Clearing Obligation or the collateral exchange obligation and daily valuation obligation under the Risk Mitigation Requirements, although it seems unlikely that the Swap Agreement would be a relevant type of OTC derivative contract that would be subject to the Clearing Obligation under the relevant implementing measures made to date. It should also be noted that, given the STS designation of the Securitisation, should the status of the Issuer change to NFC+ or FC, another exemption from the Clearing Obligation and a partial exemption from the collateral exchange obligation may be available for the Issuer, provided that the applicable conditions are satisfied. With regard to the latter, please refer to the section headed "*Transaction Overview - Principal features of the Notes*" and the risk factor entitled "*The STS designation impacts on regulatory treatment of the Notes*".

Prospective investors should note that there is some uncertainty with respect to the ability of the Issuer to comply with the Clearing Obligation and the collateral exchange obligation were they to be applicable, which may (i) lead to regulatory sanctions, (ii) adversely affect the ability of the Issuer to continue to be party to the Swap Agreement (possibly resulting in a restructuring or termination of the Swap Agreement) or to enter into replacement swap agreements and/or (iii) significantly increase the cost of such arrangements, thereby negatively affecting the ability of the Issuer to hedge the interest rate risk in respect of the Senior Notes. As a result, the amounts available to the Issuer to meet its obligations may be reduced, which may in turn result in investors' receiving less interest on the Senior Notes than expected.

Lastly, it should be noted that, as described above under the risk factor entitled "*Certain modifications may be adopted by the Representative of the Noteholders without Noteholders' consent*", EMIR-related amendments may be made to the Transaction Documents and/or to the Conditions without Noteholders' consent for the purpose of complying with any obligation which applies to the Issuer under EMIR.

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

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

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

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

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

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

Italian Usury Law has been subject to different interpretations over the time

Italian Law no. 108 of 7 March 1996 (as amended and supplemented, the **Usury Law**) introduced legislation preventing lenders from applying interest rates equal to or higher than rates (the **Usury Rates**) set every three months on the basis of a Decree issued by the Italian Treasury (the last such Decree having entered into force on 1 October 2022). In addition, even where the applicable Usury Rates are not exceeded, interest and other advantages and/or remuneration may be held to be usurious if: (a) they are disproportionate to the amount lent (taking into account the specific circumstances of the transaction and the average rate usually applied for similar transactions) and (b) the person who paid or agreed to pay was in financial and economic difficulties. The provision of usurious interest, advantages or remuneration has the same consequences as non-compliance with the Usury Rates.

With a view to limiting the impact of the application of the Usury Law to Italian loans executed prior to the entering into force of the Usury Law, the Italian Government has specified with Law Decree no. 394 of 29 December 2000 (the **Usury Law Decree**), converted into Law no. 24 by the Italian Parliament on 28 February 2001, that an interest rate is to be deemed usurious only if it is higher than the Usury Rate in force at the time the relevant agreement is reached, regardless of the time at which interest is repaid by the borrower. However, it should be noted that few commentators and some lower court decisions have held that, irrespective of the principle set out in the Usury Law Decree, if

an interest originally agreed at a rate falling below the then applicable usury limit were, at a later date, to exceed the usury limit from time to time in force, such interest should nonetheless be reduced to the then applicable usury limit. Recently, such opinion seems confirmed by the Italian Supreme Court (Cass. Sez. I, 11 January 2013, no. 602 and Cass. Sez. I, 11 January 2013, no. 603), which stated that an automatic reduction of the applicable interest rate to the Usury Rates applicable from time to time shall apply to the loans.

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

The validity of the Usury Law Decree has been challenged before the Italian Constitutional Court by certain consumers' associations claiming that the Usury Law Decree does not comply with the principles set out in the Italian Constitution. By decision no. 29 of 14 February 2002, the Italian Constitutional Court stated, *inter alia*, that the Usury Law Decree complies with the principles set out in the Italian Constitution except for those provisions of the Usury Law Decree which provide that the interest rates due on instalments payable after 2 January 2001 on loans are to be replaced by lower interest rates fixed in accordance with the Usury Law Decree. By such decision the Italian Constitutional Court has established that the lower interest rates fixed in accordance with the Usury Law Decree are to be substituted on instalments payable from the date on which such Decree came into force (31 December 2000) and not on instalments payable after 2 January 2001.

The Italian Supreme Court, under decision no. 350/2013 clarified that default interest is relevant for the purposes of determining whether an interest rate is usurious. Such interpretation is in contradiction with the current methodology for determining the Usury Rates, considering that the relevant surveys aimed at calculating the applicable average rate never took into account the default interest rates.

The Italian Supreme Court, under decision no. 350/2013, as recently confirmed by decisions no. 23192/17 and no. 19597/2020, has clarified that the default interest rates are relevant and must be taken into account when calculating the aggregate remuneration of any given financing for the purposes of determining its compliance with the applicable Usury Rates.

If the Usury Law were to be applied to the Notes, the amount payable by the Issuer to the Noteholders may be subject to reduction, renegotiation or repayment.

Pursuant to the Warranty and Indemnity Agreement, the Originator has (i) represented that the interest rates applicable on the Loans have always been or will be, as the case may be, applied, owed and received in full compliance with the laws applicable from time to time (including, in particular, the Usury Law, where applicable), and (ii) undertaken to indemnify the Issuer for the non-compliance of the interest rate applicable to the Loan Agreements with the provisions of Italian law relating to the payment of interest and, in particular, the Usury Law or repurchase the relevant Receivables. However, if a Loan is found to contravene the Usury Law, the relevant Debtor might be able to claim relief on any interest previously paid and oblige the Issuer to accept a reduced rate of interest, or potentially no interest on such Loan. In such cases, the ability of the Issuer to maintain scheduled payments of interest and principal on the Notes may be adversely affected.

Rules on compounding of interest (anatocismo) have been subject to different interpretation over the time

Pursuant to article 1283 of the Italian civil code, in respect of a monetary claim or receivable, accrued interest may be capitalised after a period of not less than 6 (six) months only (i) under an agreement entered into after the date on which it has become due and payable or (ii) from the date when any

legal proceedings are commenced in respect of that monetary claim or receivable. Article 1283 of the Italian civil code allows derogation from this provision in the event that there are recognised customary practices ("*usi*") to the contrary. Banks and other financial institutions in the Republic of Italy have traditionally capitalised accrued interest on a quarterly basis on the grounds that such practice could be characterised as a customary practice ("*uso normativo*"). However, a number of judgements from Italian courts (including the judgements from the Italian Supreme Court (*Corte di Cassazione*) no. 2374/99, no. 2593/03, no. 21095/2004 as confirmed by judgement no. 24418/2010 of the same Court) have held that such practices may not be defined as customary practices ("*uso normativo*").

Consequently, if Debtors were to challenge this practice, it is possible that such interpretation of the Italian civil code would be upheld before other courts in the Republic of Italy and that the returns generated from the relevant Loan Agreements may be prejudiced.

It should be noted that paragraph 2 of article 120 of the Consolidated Banking Act, concerning compounding of interest accrued in the context of banking transactions, has been recently amended by article 17-*bis* of Law Decree no. 18 of 14 February 2016 (as converted into law by Law no. 49 of 8 April 2016), providing that interests (other than defaulted interests) shall not accrue on capitalised interest. Paragraph 2 of article 120 of the Consolidated Banking Act also requires the *Comitato Interministeriale per il Credito e il Risparmi*o (**CICR**) to establish the methods and criteria for the compounding of interest. Decree no. 343 of 3 August 2016 of the CICR, implementing paragraph 2 of article 120 of the Consolidated Banking Act, has been published in the Official Gazette no. 212 of 10 September 2016. Given the novelty of this new legislation and the absence of any jurisprudential interpretation, the impact of such new legislation may not be predicted as at the date of this Prospectus.

In this respect, under the Warranty and Indemnity Agreement the Originator has undertaken to indemnify the Issuer for the non-compliance of any Loan Agreement, up to the relevant Transfer Date, with the provisions of articles 1283, 1345 and/or 1346 of the Italian civil code and, more generally, the provisions relating to the capitalisation of interest (*anatocismo*) with respect to the Receivables, also on the basis of the judicial interpretations or legislation entered into force after the execution of the Warranty and Indemnity Agreement.

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

Certain rights of the Issuer under the Transaction Documents may become barred under statutes of limitation by operation of law. In particular, there is a possibility that the 1 (one) year statute of limitation period set out in article 1495 of the Italian civil code could be held to apply to some or all of the representations and warranties given by the Originator in the Warranty and Indemnity Agreement, on the ground that such provisions may not be derogated from by the parties to a sale contract (*contratto di compravendita*) (such as the Transfer Agreement).

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

Change of law may impact the Securitisation

The structure of the Securitisation and the ratings assigned to the Senior Notes are based on Italian and English laws and tax regulations and their official interpretations in force as at the date of this Prospectus.

In the event of any change in the law and/or tax regulations and/or their official interpretations after the Issue Date, the performance of the Securitisation and the ratings assigned to the Senior Notes may

be affected. In addition, it should be noted that regulatory requirements (including any applicable retention, due diligence or disclosure obligations) may be recast or amended and there can be no assurance that any such changes will not adversely affect the compliance position of any transaction described in this Prospectus or of any party under any applicable law or regulation.

9. TAX RISKS

No gross-up will be made by the Issuer in case withholding tax applies on the Notes

Payments of interest and other proceeds under the Notes may in certain circumstances be subject to a Decree 239 Withholding. In such circumstance, payment of interest and other proceeds relating to the Notes of any Class may be subject to a Decree 239 Withholding. A Decree 239 Withholding, if applicable, is levied at the rate of 26 per cent., or such lower rate as may be applicable under the relevant double taxation treaty.

In the event that any Decree 239 Withholding or any other deduction or withholding for or on account of tax is imposed in respect of payments to Noteholders of amounts due pursuant to the Notes, the Issuer will not be obliged to gross-up or otherwise compensate Noteholders for the lesser amounts the Noteholders will receive as a result of the imposition of any such deduction or withholding, or otherwise to pay any additional amounts to any of the Noteholders. For further details, see the section headed "*Taxation*".

The scope of application of FATCA is unclear in some respects

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (commonly known as **FATCA**), provides that various information reporting requirements must be satisfied with respect to (i) certain payments from sources within the United States, (ii) "foreign pass-through payments" made to certain non-U.S. financial institutions that do not comply with this new reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution. Failure to comply with such information reporting requirements may trigger a U.S. withholding tax, currently at 30 per cent. rate on such payments.

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (the **IGAs**). Pursuant to FATCA and the Model 1 and Model 2 IGAs released by the United States, an FFI in an IGA signatory country could be treated as a Reporting FI (as defined in FATCA) not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction would generally not be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments it makes. The Model 2 IGA leaves open the possibility that a Reporting FI might in the future be required to withhold as a Participating FFI (as defined in FATCA) on foreign pass-through payments and payments that it makes to Recalcitrant Holders (as defined in FATCA). Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States and the Republic of Italy have entered into an agreement (the **US-Italy IGA**) based largely on the Model 1 IGA, which has been ratified in Italy by Law no. 95 of 18 June 2015.

Since the FATCA regulations are complex and uncertain in some respects, in particular with respect to the definition of so-called "pass-thru payments" the application of FATCA to payments between financial intermediaries is not entirely certain. Indeed, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of any withholding applicable under FATCA or an IGA (or any law implementing an IGA) (a **FATCA Withholding**). It also may affect payment to any ultimate investor that is a financial institution that is not entitled to

receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA Withholding.

Accordingly it is not completely clear how FATCA may affect the Notes and/or the Transaction Parties; therefore, investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. However, the Issuer will not pay any additional amounts to the Noteholders in respect of taxes imposed under FATCA or any law enacted to implement an intergovernmental agreement relating to FATCA and they have no responsibility for any amount thereafter transmitted through the custodians or intermediaries.

The tax treatment of the Issuer is based on the current interpretation of the Securitisation Law

Taxable income of the Issuer is determined in accordance with Italian Presidential Decree no. 917 of 22 December 1986. Pursuant to the regulations issued by the Bank of Italy on 15 December 2015 (the **2015 Bank of Italy Provision**) (*Istruzioni per la redazione dei bilanci e dei rendiconti degli intermediari finanziari, degli istituti di pagamento, degli istituti di moneta elettronica, delle SGR e delle SIM*), the assets, liabilities, costs and revenues of the Issuer in relation to the Securitisation will be treated as off-balance sheet assets, liabilities, costs and revenues, to be reported in the notes to the financial statements. As of 2016 the Bank of Italy has issued new regulations, as amended from time to time (*Il bilancio degli intermediari IFRS diversi dagli intermediari bancari*), in which all the references to the special purpose vehicles incorporated for the purposes of the carrying out of securitisation transactions have been deleted in accordance with a general principle that special purpose vehicles should not be subject to regulatory supervision. In the lack of any specific accounting provisions and any clarification by the Bank of Italy, the market operators have nonetheless continued applying the 2015 Bank of Italy Provision, treating the assets, liabilities, costs and revenues of special purpose vehicles incorporated pursuant to the Securitisation Law as off-balance sheet items.

Based on the general rules, the net taxable income of a company resident in Italy should be calculated on the basis of accounting earnings (i.e. on-balance sheet earnings), subject to such adjustments as are specifically provided for by applicable income tax rules and regulations. However, no taxable income should accrue to the Issuer in the context of the transfer to the Issuer of the Portfolio and the Securitisation until the satisfaction of the obligations of the Issuer to the holder of the Notes, to any other Issuer's secured creditors and to any third party creditor in respect of which the Issuer has incurred costs, liabilities, fees and expenses in relation to the Securitisation (*fino a che non siano stati soddisfatti tutti i creditori del patrimonio separato dell'Issuer*). This is because, on the basis of the terms of the documents, during the Securitisation the Issuer is required to apply all amounts from time to time available to it and deriving from the receivables and the documents solely in order to fulfil its obligations to the holder of the Notes, to any other Issuer's secured creditors and to fulfil its obligations to other third parties in respect of any taxes, costs, fees, expenses or liabilities incurred by the Issuer in relation to the Securitisation, in each case in accordance with the applicable priority of payments.

This opinion has been expressed by scholars and tax specialists and has been confirmed by the Italian tax authority (*Agenzia delle Entrate*) (Circular no. 8/E of 6 February 2003, Resolution no. 222/E of 5 December 2003 and Rulings no. 77/E of 4 August 2010, no. 18 of 30 January 2019, no. 56 of 15 February of 2019 and no. 132 of 2 March 2021, all issued by the Italian Revenue Agency, confirmed by the decisions of the Italian Supreme Court no. 13162 of 16 May 2019 and no.10885 of 27 May 2015) on the grounds that the net proceeds generated by the securitised assets may not be considered as legally available to an issuer insofar as any and all amounts deriving from the underlying assets are specifically destined to satisfy the obligations of such issuer to the noteholders, the originator and any other creditors of the issuer in respect of the securitisation of the underlying assets in compliance with

applicable laws. Specifically, it has been upheld that, due to the segregation of the assets relating to a securitisation transaction, the economic results (*risultati economici*) deriving from the management of the assets of the securitisation transaction shall not be deemed to be attributable or to pertain to the relevant issuer (*non entrano nella disponibilità giuridica della società veicolo*). Accordingly, only at the end of the securitisation, once the obligations vis-à-vis all the creditors of the segregated assets have been discharged, the residual economic result, if any, deriving from the management of the assets of the securitisation may become attributable and pertain (if so agreed) to the relevant issuer and, as such, be included in its taxable income for the purposes of Italian corporation tax (IRES) and the Italian regional tax on productive activities (IRAP).

It is, however, possible that future rulings, guidelines, regulations or letters relating to the Securitisation Law or to the interpretation of certain provisions of Italian corporate income tax which may be issued by the Ministry of Economy and Finance, the Italian Revenue Agency or another competent authority might alter or affect the tax position of the Issuer as described above.

THE PORTFOLIO

Introduction

Pursuant to the terms of the Transfer Agreement, the Originator has assigned and transferred to the Issuer, which has purchased, without recourse (*pro soluto*), in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and article 58 of the Consolidated Banking Act, the Portfolio with economic effects from (but excluding) the Valuation Date and legal effects from (and including) the Transfer Date.

The Purchase Price for the Portfolio will be financed by the Issuer using part of the proceeds of the issuance of the Notes and will be payable to the Originator on the Issue Date.

The Receivables comprised in the Portfolio arise from Loans granted by Fides to Debtors which are assisted by a Salary Assignment and/or Payment Delegation.

Insurance Policies

The risks of death, inability to work, unemployment or reduction of the net monthly pension or salary of the Borrower are properly covered through an Insurance Policy.

Criteria

The Receivables comprised in the Portfolio shall, as at the Valuation Date or any other date indicated in the relevant Criterion, meet the following Criteria:

(a) Receivables in relation to which at least one Instalment including a Principal Component and an Interest Component has expired and has been paid;

(b) Receivables arising from Loans whose Amortisation Plan provides for monthly Instalments of the same amount at a fixed rate, each including a Principal Component and an Interest Component;

(c) Receivables arising from Loans which have not been classified as "defaulted" (*sofferenze*) or as "unlikely to pay" (*inadempienze probabili*) or "*impaired overdue exposures*" (*esposizioni scadute deteriorate*) pursuant to the circular of the Bank of Italy no. 217 of 5 August 1996, as amended and supplemented from time to time;

(d) Receivables arising from Loans whose principal amount does not exceed Euro 75,000;

(e) Receivables arising from Loans whose Amortisation Plan has a final maturity date falling after 31 December 2023;

(f) Receivables arising from Loans granted to consumers pursuant to article 121 of the Consolidated Banking Act, assisted by a Payment Delegation and/or Salary Assignment (pursuant to Decree 180/1950), notified to the relevant Employer or Pension Authority (as the case may be) qualifying as Debtor of the Receivables assigned pursuant to each Salary Assignment and accepted by such Employer or Pension Authority;

(g) Receivables arising from Loans disbursed by Fides;

(h) Receivables arising from Loan Agreements governed by Italian law;

(i) Receivables denominated in Euro and arising from Loan Agreements which do not contain provisions allowing currency conversion;

(j) Receivables arising from Loans granted to individuals, Employees of a Public Administration or a Parapublic Company or a Private Company, or to pensioners who, at the date of execution of the relevant Loan Agreement, are resident in Italy;

(k) in relation to Loan Agreements assisted by Salary Assignment entered into with Employees of Private Companies, Receivables in respect of which the relevant Debtor has, as of the date of execution of the relevant Loan Agreement, a permanent employment contract;

(l) Receivables arising from Loans backed by an Insurance Policy to cover the risk of death and/or employment of the relevant Debtor, of which Fides is a beneficiary;

(m) Receivables which have not been granted to directors or Employees of Fides;

(n) Receivables which do not provide for and/or that are not connected to government grants of any kind, discounts provided for by law, limits on the interest rate and/or other provisions that allow concessions or reductions to Debtors in relation to the repayment of principal and/or payment of interest;

(o) Receivables arising from Loans which provide for an annual nominal rate (TAN) equal to or greater than 2 per cent.;

(p) Receivables arising from Loans in relation to which no event qualifying as a Life Damage or Job Damage has occurred, with the exception of damages subsequently cancelled;

(q) Receivables which, according to the provisions of the relevant Loan Agreements, do not require the consent of the relevant Debtors to be assigned;

(r) Receivables arising from Loans which are not subject to suspension and/or moratoria; and

(s) Receivables individually set out in a dedicated virtual list that can be accessed at the request of the relevant Debtors at the website https://www.fidesspa.com/it as well as at the registered office of Fides.

Homogeneity

Under the Warranty and Indemnity Agreement, the Originator has represented that, as at the Valuation Date and as at the Transfer Date, the Receivables comprised in the Portfolio 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, pursuant to article 20(8), first paragraph, of the EU Securitisation Regulation and the applicable Technical Standards, given that:

(a) all Receivables are originated by the Originator based on underwriting standards applying approaches to the assessment of credit risk associated with the underlying exposures in place at time of the disbursement of the Loans which are similar amongst themselves;

(b) all Receivables are serviced by the Originator according to similar servicing procedures;

(c) the Receivables fall within the same asset category of the relevant Technical Standards named "credit facilities to individuals for personal, family or household consumption purposes"; and

(d) although compliance with any specific homogeneity factor is not required pursuant to the applicable law, at the Valuation Date all the Debtors are individuals resident in Italy.

Other features of the Portfolio

Under the Warranty and Indemnity Agreement, the Originator has represented and warranted that:

(a) (*Centre of main interest*) The "centre of main interests" of the Originator (as that term is used in article 3(1) of the EU Insolvency Regulation) is located within the territory of the Republic of Italy, pursuant to articles 20(2) and 20(3) of the EU Securitisation Regulation.

(b) (*No encumbrance*) As at the Valuation Date and as at the Transfer Date, to the best of Fides' knowledge, the Receivables comprised in the Portfolio are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the transfer of the Receivables to the Issuer pursuant to article 20(6) of the EU Securitisation Regulation.

(c) (*Binding and enforceable obligations*) The Receivables comprised in the Portfolio contain obligations that are contractually binding and enforceable, with full recourse to the Debtors, Employers, Pension Authorities and Insurance Companies pursuant to article 20(8), first paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

(d) (*No underlying transferable securities*) The Portfolio does not include any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU, pursuant to article 20(8), last paragraph, of the EU Securitisation Regulation.

(e) (*No underlying securitisation position*) The Portfolio does not include any securitisation position pursuant to article 20(9) of the EU Securitisation Regulation.

(f) (*Originator's ordinary course of business*) The Loans from which the Receivables comprised in the Portfolio arise have been disbursed in the Originator's ordinary course of business. Fides has been originating loans and underwriting exposures similar to the Loans and the Receivables for more than 5 (five) years, pursuant to article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

(g) (*Credit policies*) The Receivables comprised in the Portfolio have been originated by the Originator in accordance with credit policies which are no less stringent than those that the Originator applied at the time of origination to similar exposures that have not been assigned in the context of the Securitisation, pursuant to article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

(h) (*Creditworthiness*) Fides has assessed the Borrowers' creditworthiness in compliance with the requirements set out in article 8 of the Directive 2008/48/EC, pursuant to article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

(i) (*No exposures in default or to a credit-impaired Debtor*) As at the Valuation Date and as at the Transfer Date, the Receivables comprised in the Portfolio are not qualified as exposures in default within the meaning of article 178, paragraph 1, of the CRR or as exposures to a credit-impaired Debtor, who, to the best of Fides's knowledge:

(i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within 3 (three) years prior to the date of disbursement of the Loan from which the relevant Receivable arises or has undergone a debt-restructuring process with regard to his non-performing exposures within 3 (three) years prior to the Transfer Date; or

(ii) was, at the time of the disbursement of the Loan from which the relevant Receivable arises, 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 payments agreed under the Loan Agreement from which the relevant Receivable arises not being made is significantly higher than the ones of comparable exposures held by Fides which have not been assigned under the Securitisation,

in each case pursuant to article 20(11) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

(j) (*No* predominant *dependence on the sale of assets*) There are no Receivables that depend on the sale of assets securing the Receivables to repay their Outstanding Principal at contract maturity pursuant to article 20(13) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria since the Loans are not secured over any specified asset.

(k) (*No underlying derivative*) The Portfolio does not include any derivative pursuant to article 21(2) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

(l) (*Borrower's concentration*) On the Valuation Date and on the Transfer Date, the Outstanding Balance owed by the same Debtor - excluding, for the avoidance of doubt, the relevant Employer and/or Pension Authority - does not exceed 2 per cent. of the aggregate Outstanding Balance of all Receivables comprised in the Portfolio, for the purposes of article 243(2)(a) of the CRR.

Level of collateralisation

As to the level of collateralisation, the ratio between (a) the aggregate of (i) the Outstanding Principal, as at the Valuation Date, of the Receivables comprised in the Portfolio, and (ii) the Cash Reserve Initial Amount and (b) the principal amount of the Senior Notes upon issue, is equal to 119.12 per cent.

Description of the Portfolio

The following tables set out details of the Portfolio deriving from information provided by Fides. The information in the following tables reflects the characteristics of the Portfolio as at the Valuation Date.

Portfolio Summary	
Number of Loans	24.464
Number of Borrowers	23.402
Original Balance (EUR)	629.148.366,08 €
Outstanding Balance (EUR)	507.361.269,23 €
Average Loan Size (EUR)	20.739,10 €
Weighted-Average Remaining Term (years)	7,74
Weighted-Average Seasoning (years)	2,10
Weighted-Average Original Term (years)	9,83
Weighted-Average Interest Rate	5,68%
Fixed-Rate Loans	100%
Average Instalment (EUR)	288,26 €

Largest Debtor	0,02%
Top 10 Debtors	0,18%
Top 50 Debtors	0,74%

Product Type	Outstanding Balance (EUR)	Outstanding Balance (%)	No. Loans	No. Loans (%)
SA Loans	261.189.103,46	51,48%	11.528	47,12%
PA Loans	208.367.251,12	41,07%	11.229	45,90%
PD Loans	37.804.914,65	7,45%	1.707	6,98%
Total	**507.361.269,23**	**100,0%**	**24.464**	**100,0%**

Origination Channel	Outstanding Balance (EUR)	Outstanding Balance (%)	No. Loans	No. Loans (%)
Agents	462.039.594,29	91,07%	21.762	88,96%
106/107	20.976.764,63	4,13%	1.198	4,90%
BD	19.026.258,79	3,75%	1.169	4,78%
MEDIATORI	5.216.452,86	1,03%	329	1,34%
BANCHE ALTRE	102.198,66	0,02%	6	0,02%
Total	**507.361.269,23**	**100,0%**	**24.464**	**100,0%**

Type of debtor	Outstanding Balance (EUR)	Outstanding Balance (%)	No. Loans	No. Loans (%)
Public	261.738.621,37	51,59%	11.156	45,60%
Pensioner	208.095.684,17	41,02%	11.208	45,81%
Private	30.439.720,14	6,00%	1.721	7,03%
Parapublic	7.087.243,55	1,40%	379	1,55%
Total	**507.361.269,23**	**100,0%**	**24.464**	**100,0%**

Origination	Outstanding Balance (EUR)	Outstanding Balance (%)	No. Loans	No. Loans (%)
2022	109.010.179,37	21,49%	4.428	18,10%
2021	132.253.052,49	26,07%	6.004	24,54%
2020	104.411.644,69	20,58%	4.977	20,34%
2019	95.726.953,11	18,87%	4.947	20,22%
2018	43.207.878,67	8,52%	2.472	10,10%
2017	14.959.489,01	2,95%	1.018	4,16%
2016	7.792.071,89	1,54%	618	2,53%
Total	**507.361.269,23**	**100,0%**	**24.464**	**100,0%**

Employer's Region	Outstanding Balance (EUR)	Outstanding Balance (%)	No. Loans	No. Loans (%)
LAZIO	308.276.928,61	60,8%	15.156	62,0%
SICILIA	39.813.638,84	7,9%	1.831	7,5%
ABRUZZO	30.438.871,78	6,0%	1.303	5,3%
SARDEGNA	20.735.304,34	4,1%	952	3,9%
TOSCANA	18.964.195,55	3,7%	842	3,4%
LOMBARDIA	17.615.110,08	3,5%	907	3,7%

CALABRIA	10.793.216,89	2,1%	515	2,1%
CAMPANIA	10.339.324,43	2,0%	510	2,1%
PIEMONTE	8.907.572,53	1,8%	455	1,9%
EMILIA ROMAGNA	8.302.067,39	1,6%	380	1,6%
UMBRIA	6.621.475,92	1,3%	344	1,4%
MARCHE	6.286.933,19	1,2%	291	1,2%
VENETO	6.173.914,55	1,2%	332	1,4%
PUGLIA	5.466.835,38	1,1%	248	1,0%
LIGURIA	3.335.026,76	0,7%	132	0,5%
MOLISE	2.182.717,40	0,4%	107	0,4%
FRIULI-VENEZIA GIULIA	1.769.841,14	0,4%	89	0,4%
TRENTINO-ALTO ADIGE	775.445,67	0,2%	40	0,2%
VALLE D'AOSTA	288.820,63	0,1%	14	0,1%
BASILICATA	274.028,15	0,05%	16	0,07%
Total	**507.361.269,23**	**100,0%**	**24.464**	**100,0%**

Life Insurance	Outstanding Balance (EUR)	Outstanding Balance (%)	No. Loans	No. Loans (%)
NET INSURANCE S.p.A.	83.450.068,38	16,45%	4.072	16,64%
AFI ESCA SA	81.284.730,35	16,02%	4.071	16,64%
CARDIF ASSURANCES RD	77.547.752,75	15,28%	3.024	12,36%
CNP VITA ASSICURAZIONE SPA	75.233.082,31	14,83%	4.065	16,62%
METLIFE EUROPE LTD	58.907.203,99	11,61%	2.828	11,56%
RHEINLAND VERSICHERUNGS AG	38.064.129,23	7,50%	1.658	6,78%
HDI ASSICURAZIONI S.p.A.	27.552.710,50	5,43%	1.117	4,57%
NET INSURANCE LIFE S.p.A.	19.109.263,60	3,77%	972	3,97%
CF ASSICURAZIONI S.p.A.	13.002.894,80	2,56%	637	2,60%
CREDIT LIFE INTERNATIONAL	10.350.248,91	2,04%	728	2,98%
CARDIF ASSURANCE VIE	6.476.068,12	1,28%	470	1,92%
GENERTEL SPA	5.313.814,17	1,05%	214	0,87%
AXA FRANCE SA	4.187.353,36	0,83%	213	0,87%
AXA FRANCE IARD SA	2.874.611,54	0,57%	163	0,67%
SOGECAP	1.998.705,54	0,39%	116	0,47%
GENERTELLIFE SPA	795.037,51	0,16%	38	0,16%
CATTOLICA	710.350,04	0,14%	57	0,23%
AFI ESCA IARD SA	503.244,13	0,10%	21	0,09%
Total	**507.361.269,23**	**100,0%**	**24.464**	**100,0%**

Job Insurance	Outstanding Balance (EUR)	Outstanding Balance (%)	No. Loans	No. Loans (%)
NO INSURANCE (PA Loans)	208.367.251,12	41,07%	11.229	45,90%
NET INSURANCE S.p.A.	83.450.068,38	16,45%	4.072	16,64%
CARDIF ASSURANCES RD	77.547.752,75	15,28%	3.024	12,36%

G.A.I.I.L.	47.142.302,18	9,29%	2.090	8,54%
RHEINLAND VERSICHERUNGS AG	38.064.129,23	7,50%	1.658	6,78%
HDI ASSICURAZIONI S.p.A.	27.552.710,50	5,43%	1.117	4,57%
CF ASSICURAZIONI S.p.A.	13.002.894,80	2,56%	637	2,60%
GENERTEL SPA	5.313.814,17	1,05%	214	0,87%
ALLIANZ VIVA SPA	3.067.297,90	0,60%	206	0,84%
AXA FRANCE IARD SA	2.874.611,54	0,57%	163	0,67%
AFI ESCA IARD SA	503.244,13	0,10%	21	0,09%
CATTOLICA	475.192,53	0,09%	33	0,13%
Total	**507.361.269,23**	**100,0%**	**24.464**	**100,0%**

Debtor's Region	Outstanding Balance (EUR)	Outstanding Balance (%)	No. Loans	No. Loans (%)
SICILIA	89.408.842,31	17,62%	4.183	17,10%
SARDEGNA	58.844.305,33	11,60%	2.774	11,34%
LAZIO	54.320.241,71	10,71%	2.551	10,43%
LOMBARDIA	43.021.282,92	8,48%	2.290	9,36%
TOSCANA	40.553.740,62	7,99%	1.900	7,77%
CAMPANIA	37.210.907,05	7,33%	1.881	7,69%
CALABRIA	33.157.077,73	6,54%	1.614	6,60%
ABRUZZO	30.712.736,95	6,05%	1.424	5,82%
PIEMONTE	24.536.628,94	4,84%	1.267	5,18%
UMBRIA	21.123.051,38	4,16%	1.133	4,63%
MARCHE	14.609.004,65	2,88%	693	2,83%
EMILIA ROMAGNA	14.550.246,52	2,87%	662	2,71%
VENETO	14.395.960,70	2,84%	700	2,86%
PUGLIA	10.519.404,61	2,07%	466	1,90%
MOLISE	6.208.818,63	1,22%	280	1,14%
FRIULI-VENEZIA GIULIA	5.784.509,91	1,14%	255	1,04%
LIGURIA	5.005.454,77	0,99%	236	0,96%
TRENTINO-ALTO ADIGE	1.340.639,81	0,26%	56	0,23%
VALLE D'AOSTA	1.078.809,80	0,21%	50	0,20%
BASILICATA	979.604,89	0,19%	49	0,20%
Total	**507.361.269,23**	**100,0%**	**24.464**	**100,0%**

Year of Maturity	Outstanding Balance (EUR)	Outstanding Balance (%)	No. Loans	No. Loans (%)
2024	281.586,27	0,06%	22	0,09%
2025	1.391.278,82	0,27%	124	0,51%
2026	12.262.850,23	2,42%	951	3,89%
2027	22.720.681,89	4,48%	1.549	6,33%
2028	51.378.740,03	10,13%	2.967	12,13%
2029	99.522.060,10	19,62%	5.107	20,88%

2030	102.852.338,92	20,27%	4.791	19,58%
2031	121.052.395,14	23,86%	5.266	21,53%
2032	95.899.337,83	18,90%	3.687	15,07%
Total	**507.361.269,23**	**100,0%**	**24.464**	**100,0%**

Interest Rate (%)	Outstanding Balance (EUR)	Outstanding Balance (%)	No. Loans	No. Loans (%)
2 - 3	7.485.226,93 €	1,48%	246	1,01%
3 - 4	127.222.447,75 €	25,08%	4.916	20,09%
4 - 5	121.359.224,78 €	23,92%	5.475	22,38%
5 - 6	75.317.440,25 €	14,84%	3.632	14,85%
6 - 7	56.461.977,83 €	11,13%	2.907	11,88%
7 - 8	42.456.089,76 €	8,37%	2.360	9,65%
8 - 9	29.414.487,12 €	5,80%	1.739	7,11%
9 - 10	18.395.805,52 €	3,63%	1.159	4,74%
> 10	29.248.569,29 €	5,76%	2.030	8,30%
Total	**507.361.269,23 €**	**100,0%**	**24.464**	**100,0%**

Original Balance	Outstanding Balance (EUR)	Outstanding Balance (%)	No. Loans	No. Loans (%)
<=10.000	1.146.089,33 €	0,23%	128	0,52%
10.000 – 15.000	32.934.971,01 €	6,49%	2988	12,21%
15.000 – 20.000	54.898.370,30 €	10,82%	3825	15,64%
20.000 – 25.000	93.704.539,46 €	18,47%	5232	21,39%
25.000 – 30.000	100.831.637,56 €	19,87%	4649	19,00%
30.000 – 35.000	99.630.170,49 €	19,64%	3903	15,95%
35.000 – 40.000	67.823.802,39 €	13,37%	2237	9,14%
40.000 – 45.000	30.588.521,53 €	6,03%	888	3,63%
45.000 – 50.000	10.367.367,75 €	2,04%	272	1,11%
50.000 – 55.000	5.843.368,46 €	1,15%	143	0,58%
> 55.000	9.592.430,95 €	1,89%	199	0,81%
Total	**507.361.269,23 €**	**100,0%**	**24.464**	**100,0%**

Outstanding Balance	Outstanding Balance (EUR)	Outstanding Balance (%)	No. Loans	No. Loans (%)
<=10.000	12.681.626,03 €	2,50%	1360	5,56%
10.000 – 15.000	68.102.712,68 €	13,42%	5414	22,13%
15.000 – 20.000	102.862.801,84 €	20,27%	5880	24,04%
20.000 – 25.000	115.759.938,99 €	22,82%	5166	21,12%
25.000 – 30.000	94.476.619,77 €	18,62%	3468	14,18%
30.000 – 35.000	58.497.364,08 €	11,53%	1815	7,42%
35.000 – 40.000	31.668.789,94 €	6,24%	854	3,49%
40.000 – 45.000	12.221.708,64 €	2,41%	290	1,19%
45.000 – 50.000	5.466.912,85 €	1,08%	115	0,47%

50.000 – 55.000	3.025.186,40 €	0,60%	58	0,24%
> 55.000	2.597.608,01 €	0,51%	44	0,18%
Total	**507.361.269,23 €**	**100,0%**	**24.464**	**100,0%**

Historical Performance Data

Data on the historical performance of receivables originated by Fides are made available as pre-pricing information on the Securitisation Repository.

These historical data are substantially similar to those of the Receivables comprised in the Portfolio pursuant to, and for the purposes of, article 22(1) of the EU Securitisation Regulation, given that (i) the most relevant factors determining the expected performance of the underlying exposures are similar; and (ii) as a result of the similarity referred to in paragraph (i) above, it could reasonably have been expected, on the basis of indications such as past performance or applicable models, that, over the life of the Securitisation, their performance would not be significantly different.

Pool Audit

Pursuant to article 22(2) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria, an external verification has been made in respect of the Portfolio prior to the Issue Date by an appropriate and independent party and no significant adverse findings have been found. Such verification has confirmed: (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 the Provisional Portfolio; (ii) the accuracy of the data relating to the Portfolio disclosed to the investors in the Notes before pricing; 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 Portfolio with the Criteria that are able to be tested prior to the Issue Date.

Capacity to produce funds

The arrangements entered into or to be entered into by the Issuer on or prior to the Issue Date, taken together with the structural features of the Securitisation (including the Portfolio and the proceeds expected to be received therefrom, the Conditions and the rights and benefits set out in the Transaction Documents), have characteristics that demonstrate capacity to produce funds to service any payment which become due and payable in respect of the Notes in accordance with the Conditions. However, both the characteristics of the Portfolio and the other assets and rights available to the Issuer under the Securitisation and the risks to which the Issuer and the Notes may be exposed should be regarded. Prospective Noteholders should consider the detailed information set out elsewhere in this Prospectus, including without limitation under the section headed "*Risk Factors*" above.

FIDES

The information contained in this section of this Prospectus relates to and has been obtained from Fides - Ente Commissionario per Facilitazioni Rateali ai Lavoratori - S.p.A. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of Fides - Ente Commissionario per Facilitazioni Rateali ai Lavoratori - S.p.A. since the date hereof, or that the information contained or referred to in this section of this Prospectus is correct as of any time subsequent to its date.

Fides – Ente Commissionario per Facilitazioni Rateali ai Lavoratori - S.p.A. is a financial intermediary incorporated under the laws of the Republic of Italy as a joint stock company (*società per azioni*), having its registered office at Viale Regina Margherita 279B, 00198 Rome, Italy, share-capital of Euro 35,000,000.00 (fully paid-up), fiscal code and enrolment with the companies register of Rome No. 00667720585, enrolled in the *albo unico degli intermediari finanziari* held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act under no. 29.

History

Active since 1947, Fides is a consumer credit provider and a financial intermediary (*intermediario finanziario*) enrolled 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. Furthermore, Fides is associated with ABI (*Associazione Bancaria Italiana*), ASSOFIN (*Associazione Italiana del Credito al Consumo e Immobiliare*) and UFI (*Unione Finanziarie Italiane*).

Fides 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 (*delegazione di pagamento*) and severance pay backed loans (*prestito contro cessione del trattamento di fine servizio*).

In 2007, the totality of the shares of Fides was acquired by Banco di Desio e della Brianza S.p.A. (**Banco Desio**). As at the date of this Prospectus, Banco Desio owns 35,000,000 shares of Fides, representing 100% of the share capital of Fides as at the date hereof.

As of the date of this Prospectus, the distribution of loans is managed by:

- the branches of the Banco Desio Group. The Group's territorial network is comprised of 240 bank branches;
- exclusive financial agents, of which 31 are affiliated and 350 are collaborators;
- credit brokerage firms; and
- financial intermediaries enrolled in the *albo unico degli intermediari finanziari* held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act.

Corporate governance and organisational structure

Fides is managed by a board of directors and by a general manager (Mr. Maurizio Fuso).

As of the date of this Prospectus, the members of the Board of Directors are:

Chairman of the Board of Directors Mr. Gerolamo Pellicanò

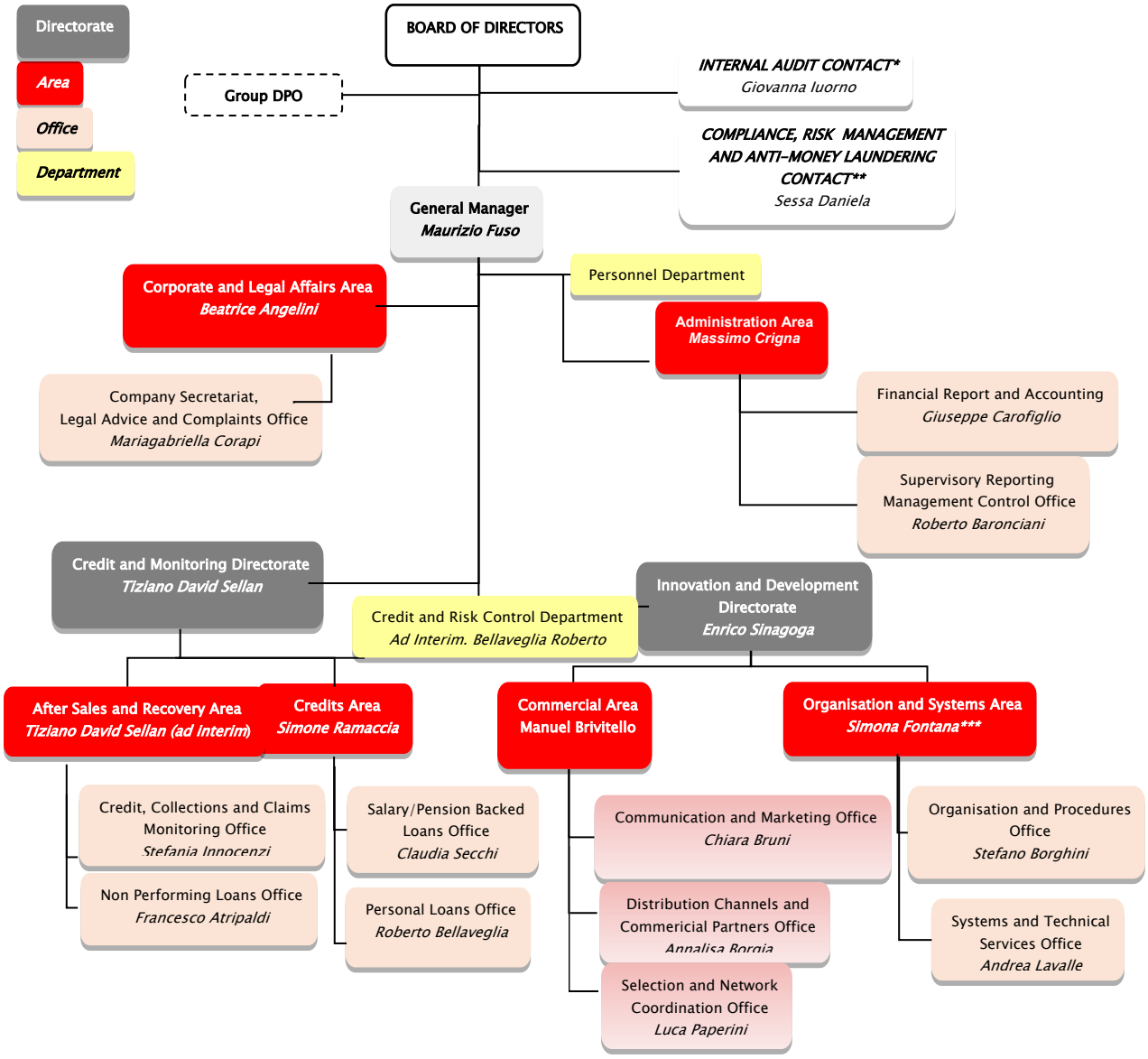
Deputy Chairperson	Mrs. Gabriella Bastelli
Director	Mr. Tommaso Adami
Director	Mr. Pier Antonio Cutellé
Director	Mr. Alessandro Maria Decio
Director	Mr. Paolo Gavazzi
Director	Mr. Tito Gavazzi

The Board of Directors is vested with powers for Fides' ordinary and extraordinary management and may perform all required actions for the implementation and achievement of corporate objectives, excepting actions expressly reserved, in accordance with the by-laws and/or the Italian law, for the shareholders' meeting of Fides.

In accordance with the applicable provisions of Italian law, the shareholders' meeting of Fides appointed a Board of Statutory Auditors *(collegio sindacale)* which consists of three regular statutory auditors *(sindaci effettivi)* and two alternate statutory auditors *(sindaci supplenti)*. As of the date of this Prospectus, the members of the Board of Statutory Auditors are:

Chairman of the Board of Statutory Auditors	Mr. Rodolfo Anghileri
Regular Statutory Auditor	Mrs. Daniela D'Agata
Regular Statutory Auditor	Mr. Fabrizio Iacuitto
Alternate Statutory Auditor	Mr. Erminio Beretta
Alternate Statutory Auditor	Mrs. Marianna Tognoni

The organisational chart of Fides is shown in the diagram below:



*/** Outsourced activity by the Parent Company*
**** Corporate contact DPO*

The current organisational model of Fides is characterised by the insourcing of all production processes, from the appraisal of credit to the servicing activity. The model is made possible by the high level of specialization of all its employees and the high efficiency of the processes in use.

As of the date of this Prospectus Fides has 56 employees.

Lending Activities

Fides is specialised in the field of personal loans since 1947 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. Fides has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures.

Fides' activity is focused on offering three lending products: personal loans, salary/pension backed loans, and severance pay backed loans.

Fides' offer is diversified and at the same time well balanced, with the aim to maintain the portfolio prevalence on lower risk segments (public employers, retired). Multichannel offer, diversified

channels, differentiated prices in relation to customer profile, his creditworthiness and needs. Commercial proposal is based on final customers' requirements.

The table below shows the origination volume of consumer loans similar to those securitised in the years 2017 to 2021.

Year	**Principal amount (Euro)**
2017	251,013,920
2018	272,080,992
2019	279,526,464
2020	260,028,300
2021	266,372,760

In addition, new business of CQS originated by Fides in the first quarter of 2022 was equal to Euro 70,173,924, resulting in an increase of 15% in terms of volumes versus the first quarter of 2021.

Product description

The following paragraph will describe Fides's retail financial product that will be securitised in the transaction.

Salary and Pension backed loans

The loans assisted by salary and/or pension assignement are fixed-rate loan for public and private employees and pensioners. This particular form of consumer credit provides that each instalment may not exceed the value of one fifth of the salary/pension (net of statutory deductions). The repayment occurs by direct deduction from the employer/pensioner's pay slip/pension by the employer/social security institution. The salary and pension backed loans are guaranteed loans, with insurance coverage in the event of death or loss of employment provided for by law. Below are the main features of the products:

- minimum tenor of 24 months and maximum tenor of 120 months;
- amortisation plan providing for monthly instalments. Each instalment being not lower than Euro 50.00 and not higher than one fifth of the salary/pension;
- fixed interest rate; and
- the beneficiaries are:
- with regard to salary backed loans, public/private employees resident in Italy with a maximum age of 75 years old at the end of the loan; and
- with regard to pension backed loans, pensioners with a transferable portion of their pension available and a maximum age of 90 years old at the end of the loan.

Delegation of Payment

The delegation of payment is a form of consumer credit similar to the assignment of the fifth in which the repayment occurs through a delegation granted by the customer to the third-party administration to withhold, from its own salary, an amount equal to the monthly instalment in order to pay the lending institution for the loan. Below are the main features of the products:

– minimum tenor of 24 months and maximum tenor of 120 months;

– amortisation plan providing for monthly instalments. Each instalment being not lower than Euro 50.00 and not higher than one fifth of the salary/pension;

– fixed interest rate; and

– the beneficiaries are public/private employees resident in Italy with a maximum age of 75 years old at the end of the loan.

Criteria for credit granting

Fides has applied to the Loans the same sound and well-defined criteria for credit-granting in which it applies to non-securitised loans. In particular, Fides:

(a) has applied the same clearly established processes for approving and, where relevant, amending, renewing and refinancing the Loans; and

(b) has effective systems in place to apply those criteria and processes in order to ensure that credit granting is based on a thorough assessment of the Borrower's creditworthiness taking appropriate account of factors relevant to assess the prospect of each Borrower meeting his obligations under the relevant Loan.

THE CREDIT AND COLLECTION POLICIES

The description of the Credit and Collection Policies set out below is an overview of certain features of the Credit and Collection Policies adopted by Fides – Ente Commissionario per Facilitazioni Rateali ai Lavoratori S.p.A. and is qualified by reference to the detailed contents of the Credit and Collection Policies enclosed under annex 1 to the Servicing Agreement, which is in the Italian language and which represents the procedure agreed and effected by the Issuer and the Servicer for, inter alia, the collection and recovery of the Receivables. Prospective Noteholders may inspect copies of the Transaction Documents (including the Servicing Agreement and the annexes thereof) on the Securitisation Repository. Any material changes to the Credit and Collection Policies will be disclosed to the investors without delay.

1. CREDIT POLICIES

The salary/pension assignment (*cessione del quinto dello stipendio/pensione*) (**CQS/CQP**) and payment delegation (*delegazione di pagamento*) (**DLG**) are among the lowest risk types of financing, thanks to the following features:

- CQS/CQP and DLG financing contracts are notified to the administration where the assignor is employed or to the relevant pension institution. The latter, after issuing approval or an equivalent declaration (or assuming conclusive conduct), directly deducts from the remuneration due to the employee or pensioner the amount due on the basis of the relevant loan agreement, paying it monthly to the relevant lender;

- CQS/CQP and DLG loan agreements are covered by insurance guarantees that are activated in the event of the customer's death or loss of employment;

- or private employees, the accrued severance pay is pledged as additional security for the loan.

The severance pay advance product (**TFS**) is a form of financing with low risk, similar to the CQS. Loan agreements are notified to the relevant pension institution, which directly transfers to Fides the instalments of the TFS, transferred by the customer, according to the certified settlement plan (*piano di liquidazione*). The financing is disbursed only following the issue of the acknowledgement by the relevant entity to which the TFS agreement is notified.

CQS and CQP

Customers' creditworthiness

Fides assesses the request for the granting of the loan in accordance with the commercial and strategic policies defined by the Board of Directors and on the basis of the financing requirements indicated below:

	CQS	DLG	CQP
Beneficiaries	Italian and foreign consumers, resident in Italy, employed in public/state, public/state assimilated and private companies; Professionals contracted on an ongoing basis at national health facilities (*strutture sanitarie nazionali*)		Persons with permanent pension treatment in possession of a transferable quota

Permitted Tenors	From 2 (two) years to 10 (ten) years	
Products Plafond	The ratio between the outstanding amount of loans granted by DLG and the total amount of loans to customers must not exceed 20%	
T.A.N.	Fixed T.A.N with constant instalments	
Instalment peridiocity	Amortisation plan providing for monthly instalments	
Minimum Instalment	Euro 50.00	
Maximum Instalment	1/5 of the net monthly salary/pension	
Customer's age	Up to 75 years old at the end of the loan amortisation plan	Up to 90 years old at the end of the loan amortisation plan
Non-EU foreign citizens	Valid residence permit	
Minimum intangible income	The salary net of all payroll deductions must not fall below the minimum subsistence threshold, using as a benchmark the minimum treatment annually indicated by INPS	

The assessment of creditworthiness therefore takes into account both the underwriting criteria adopted by Fides and those defined by the insurance companies in the agreements signed with Fides, on the basis of the risks to which they are exposed.

ATCs' creditworthiness

As part of the evaluation conducted by Fides, the latter shall also analyse the reliability of private and public/state assimilated administrations (**ATCs**).

Public/state assimilated ATCs
Public or state shareholding higher than 40%
Regularity of quota collections for administrations already surveyed (censite)
Private ATCs
Minimum 16 employees for private companies Minimum 50 employees for cooperative companies
Maximum number of assumable transactions 10% of the number of employees
The ratio between the outstanding amount of loans granted to customers employed by these administrations and the total outstanding amount of loans to customers must not exceed 20%.
Regularity of quota collections for administrations already surveyed
No loans are granted to persons directly or indirectly connected to corporate officers or shareholders

The credit rating of the administration is important in order to detect any indicators of possible financial defaults of the employer during the life of the loan.

For this reason, and in order to mitigate the credit risk, the maximum risk exposure of each ATC is also determined according to the following limits, which may be derogated on the basis of the decision of the *Responsabile Area Crediti*, within the limits identified in the *pro tempore* delegation of powers scheme in force:

- *State and public sector ATCs*: for central and local government employees there is no operational limit on lending;

- *ATC INPS*: in consideration of the exclusive concentration of pensioners in the pension institution, there is no operational limit on lending.

- *Private and public assimilated ATCs*: there is a limit of Euro 750,000 of exposure on individual private and public assimilated ATCs, in accordance with the limits identified in the *pro tempore* delegation of powers scheme in force.

It is also provided a risk plafond for each contracted insurance company in order to guarantee a more effective control over the concentration of credit exposure when a claim event occurs.

The commercial area, in determining the annual risk plafond, ensures that the solvency 2 ratio of the company or its group (defined as the ratio between its own funds over the solvency capital requirements (**SCR**)), must be greater than 100%.

In addition to the overall solvency assessment criterion, the following 2 conditions are also required to be met:

(i) the risk plafond allocated to the insurance group does not exceed, under any circumstances, the solvency margin expressed in monetary value;

(ii) the concentration of capital at maturity of the transaction covered by an individual insurance group, at the time of the renewal of the reference ceiling, must not exceed the concentration limit of:

  (a) with regard to the limit concentration of the insurance group (defined as the ratio between the principal amount at maturity of the transaction covered by the entrusted insurance group and the principal amount at maturity of all the outstanding transaction), within 35% of the plafond granted;

  (b) with regard to the limit concentration for class of rating (defined as the ratio between the principal amount at maturity of transactions covered by insurance groups rated lower than BBB-/Baa3 (if rated by Moody's) or with no rating assigned and the amount of principal amount at maturity of all the outstanding transactions), within 45% of the plafond granted.

Advances' requests

The granting of any advances to customers may be made exclusively by Fides at its own and unquestionable discretion, assessing (i) type of financing; (ii) type of ATC (public, state, private, etc.); (iii) exposure to the individual distribution network (total outstanding advances).

The exposure to the individual distribution network may be revised over time on the basis of: (i) volumes of work channeled; (ii) portfolio quality; (iii) processing times of the dossiers; (iv) type of sales channel.

The maximum plafond attributable to the individual distribution network is set at Euro 125,000.00 while the company's overall maximum exposure is set at Euro 2,000,000.

The plafonds are allocated by the authorised parties and within the limits provided for by the *pro tempore* delegation of powers system in force.

Renewals

In the event that the loan requested by the customer provides for the extinction of a previous loan contracted with another intermediary or with Fides, the *CQ Credit Office* verifies that the new loan request (renewal) is within the terms permitted by law.

Fides does not follow up on requests for extinguishment if the minimum legal deadlines are not met.

The detection of signs of credit deterioration entails greater caution and restrictive exceptions to the powers delegated for the resolution of cases, and in particular in the case of renewals and/or requests for new loans to customers classified as past-due impaired, probable default or non-performing, the related decision-making powers are assigned to the pro tempore delegated bodies by the board of directors, which exercise them consistently with the provisions of the system of delegated powers.

2. COLLECTION POLICIES

The whole collection process is governed by internal regulations that are subject to continuous amendments and updates that respond to changes in the general law and regulations on the subject.

Fides manages, through its office dedicated to the credit monitoring, collections and insurance claims (*Ufficio Monitoraggio del credito, incassi e sinistri*), the loan monitoring process through the management system application OCS denominated *Modulo Recupero Crediti* that gathers information on non-payments, selecting loans with overdue and unpaid instalments for which it is necessary to perform credit recovery actions.

The automatic acquisition of the loan practices in the *Modulo Recupero Crediti* occurs on a monthly basis based on 3 different criteria:

(i) the loan has at least one instalment (for an amount at least equal to Euro 150.00) due but unpaid for more than 60 days. In case of partial payment of an instalment, the relevant instalment is considered unpaid if at least 10% of the relevant instalment amount has not been paid when due; or

(ii) with reference to the so-called other charges (*Altri Addebiti*) (*e.g.*, in case of insurance claims) the loan is overdue for an amount equal or higher than Euro 1; or

(iii) the loan has instalments not paid in full (unpaid amounts on a single instalment lower than 10% of the total amount of the relevant instalment) and the amount due and unpaid on the loan, in aggregate, exceeds the threshold (*franchigia*) of Euro 150.00.

Upon the acquisition, each practice is flagged with a code that indicates to the operator the subsequent recovery activities to be performed. The parameters by which the attribution of the classification (*classificazione*) is based are:

(i) the presence of a claim, both provisional and definitive;

(ii) the expired amortisation plan;

(iii) the lack of instalments (messa in quota) (defaults on the first instalments of the amortisation plan); and

(iv) the number of unpaid instalments, divided by type of administration.

The classification assigned to the practices is monitored on a daily basis by a programme that automatically updates the classification on the basis of the current status of the practice. In the event the loans no longer meet at least one of the abovementioned criteria, they shall exit the recovery module.

The compliance with the recent EBA/New Dod regulations has allowed the integration of the monitoring activities and the credit recovery activities through the use of the so called "*Counterparty File*" ("*File Controparti*").

The recent regulation provides that the classification of a debtor as past due occurs if material overdue amounts (*sconfini*) are recorded for 90 consecutive days. An overdue amount is deemed to be material if it exceeds the two following thresholds: a) a "relative" materiality threshold, calculated as the *ratio* between the amount past due for more than 90 days and the debtor's total exposure to the banking group, set at 1%; and b) an "absolute" materiality threshold differentiated by type of exposure and equal to, respectively, Euro 100.00 for retail exposures and Euro 500.00 for exposures other than retail exposures. On a daily basis, the "*Counterparty File*" flags the positions in relation to which the relative threshold and the absolute threshold are integrated and/or exceeded at the same time and, through the application of filters, the *credit monitoring*, *collections and claims office* (*ufficio monitoraggio del credito, incassi e sinistri*) officer shall (i) identify the positions for which the days counter is approaching the 90-day deadline; (ii) initiate the procedure in advance to avoid, if appropriate, the deterioration of the position.

The collection management is performed according to different criteria depending on the type of loan granted.

Loans granted to pensioners

In cases of insolvency relating to contracts for the assignment of one-fifth of the private pension scheme's pension, the officer shall preliminarily verify whether the loan falls within the queuing (*accodamento*) procedure started by INPS as from 1 September 2015 with note no. 5301 of 12 August 2015.

In particular, for contracts for the assignment of one-fifth of the private pension scheme's pension signed on or after 1 September 2015 - as well as for those with the written consent of the customer/pensioner (the **Addendum**) and the consent of the insurance company - the residual amounts can be queued up at the natural repayment date, in case the relevant requirements (*e.g.* maximum of 18 additional monthly instalments and absence of judicial and extrajudicial debt recovery actions against the pensioner for unpaid instalments) are fulfilled.

Ordinary credit recovery activities shall be carried out against the customer/pensioner for any residual amount not recovered at the end of the queuing period.

In the event of insolvency relating to contracts for the assignment of one-fifth of the pension from (i) the public sector pension scheme; or (ii) the private sector pension scheme that are not eligible for queuing, the officer shall proceed with recovery actions directly against the assignor.

In case the officer shall become aware of the customer's death, he shall promptly initiate the Life Claim (*Sinistro Vita*) and the subsequent actions.

In the recovering activities the officer, based on the practice, shall (i) contact the pension institution by PEC or e-mail and the customer by telephone; (ii) send reminder letters (*lettere di sollecito*); and (iii) send letter of formal notice (*lettera di messa in mora*).

Insurance claims

The insurance claims management is generally performed by the credit monitoring, collections and claims office. nevertheless, such activity is performed by the non performing loan office exclusively in case the claim occurs during insolvency proceedings or when the position has been classified as non performing.

The practices concerned by a final claim (*sinistro definitivo*) – both life or employment - are managed through the *modulo recupero crediti* which verifies and flags on a daily basis the practices for which a claim has been entered in the management system, thus enabling the credit monitoring, collections and claims office officer to assign the correct classification of the practices in macro-categories that enables the uniform management of positions with the same status. Upon the full recovery of the position, the officer shall proceed to record the closure of the position from the *modulo recupero crediti*.

Upon the occurrence of a definitive claim, formally communicated by the administration or the customer, the credit monitoring office shall activate to manage the claim event.

The communication of the event, in order to formally initiate the management of any claim, must:

(i) be a written communication (it is not possible, except in exceptional cases, to manage the claim on the basis of information gathered by telephone call);

(ii) come from a clearly identifiable subject that can be attributable to the loan (*e.g.* administration, customer, pension fund, investigation agencies); and

(iii) be dated or otherwise datable.

The documents produced during the opening of the claim shall be filed in the folder relating to the case in electronic format as well as any original document.

Temporary Claim

Temporary claims are those events (e.g., leave of absence, redundancy pay, maternity leave, illness, foreclosures, etc.) that generate the temporary suspension, in whole or in part, of deductions and related payments of the loan instalments.

Upon the occurrence of a temporary claim, and in case the conditions provided for in the relevant insurance agreement have been verified, the officer shall:

(i) open the temporary claim in the system from the date of the event to which the suspension is attributable (if foreseen by the insurance company) indicating the period of suspension, if known and/or communicated, and at the same time record the said event in the temporary claims file, also delivering a precautionary complaint to the relevant insurance company, if applicable to the latter, to which is also attached the communication received from the administration or the customer indicating the nature of the event that occurred;

(ii) initiate the recovery of the instalments that are subject to the temporary claim against the customer and/or agree with the administration on the rescheduling of the instalments; and

(iii) verify the presence of outstanding and unpaid instalments pertaining before the date of the event of the temporary claim. The officer shall perform the activities necessary for the recovery of the due unpaid instalments.

In the event that the insurance agreement does not cover the event that caused the suspension of the deductions, the officer shall, after entering the temporary claim into the system, handle the unpaid amount as a mere default.

After the verification of (i) the insurance cover, and (ii) the queuing, by the administration, of the monthly payments subject to the temporary claim, the officer shall proceed to queue the instalments in the system.

Definitive Claim

With regard to the management of definitive claim, the officer, upon becoming aware of the occurrence of an event that leads to the opening of a definitive "employment claim" and having verified the conditions set out in the relevant insurance agreement, shall:

(i) open the claim in the information system by recording this event in OCS and assigning the correct classification in the *modulo recupero crediti*.

(ii) send communications to the other parties and, in particular:

(a) with regard to the administration, a request for payment of the severance pay (TFR) and/or a possible reminder letter for the payment of unpaid amounts prior to termination of employment;

(b) with regard to the supplementary pension fund, a request for redemption of any eventual pension position accrued by the customer; and

(c) with regard to the insurance company, a precautionary complaint, with the information notice of the event that is subject of the claim received from the administration or the customer.

Should the amount received as severance payment fully cover the outstanding debt, the officer shall close the customer's debt position and proceed to refund any excess amount paid.

Should the amount received or expected as severance payment not cover the outstanding debt, the officer shall:

(a) send the letter of formal notice to the customer, requesting the payment of the outstanding debt net of the severance pay and, if no response is received, it shall request the payment of the indemnity to the insurance company;

(b) in case of employment with a new employer or in case of retirement, notify to the pension institution or to the new administration the loan agreement, confirming (only to the latter, if it is private) the lien (*obbligo di vincolo*) on the accrued severance payment, by providing to:

(i) request to the assignment of the fifth office to census the new administration in the management procedure, by also providing an updated chamber of commerce view (*visura camerale*), and

(ii) change the status of the practice in the system to "re-notification" or "take-over";

With regard to the management of public/state sector definitive claim, the abovementioned procedure is applicable, with the exemption of the severance payment request, considering the impossibility, as a rule, of binding it *ab origine* as a guarantee for the loan, and without prejudice to any insurance claim.

Severance pay advances

Private companies' employees, with amortising loans, may make a request for an advance on the severance pay set aside with the supplementary pension fund or with the employer.

The lien on the severance pay contractually agreed in favour of Fides in order to guarantee the loan must be maintained on the amount necessary to settle the outstanding principal amount of the loan in the event any termination of employment and/or arrears occurs.

Should there be no inconsistencies or if such inconsistencies have been remedied, the officer shall, after verifying the regularity of the loan payments, convey the request for the severance pay advance to the relevant insurance company by uploading it on the relevant portal or by sending the documentation by e-mail, stating the amount of the severance pay in the company and in the fund, the outstanding amount and any co-existence with other loans/salary encumbrances also guaranteed by the severance pay.

Partial repayment

In case the customer decides for the partial repayment of the outstanding principal amount of the loan, he shall submit a signed written request accompanied by a valid identity document, specifying (i) the amount intended to be paid in advance, and (ii) whether to maintain the amount of the instalment while reducing the duration of the loan or reduce the amount of the instalment while maintaining the original duration of the amortisation plan.

The credit monitoring, collections and claims office officer shall (i) record the partial repayment in OCS, consequently reformulating the amortisation plan in accordance with the amount collected and the customer's request, and (ii) communicate the new amortisation plan with the modification in duration and/or instalment amount to the customer and to the employer/pension institution - exclusively for CQ and the delegation of payment - for the implementation of such amendment.

Collections and balances

The accounting and budget functional unit officer shall, on a daily basis, export the bank and postal account statements through the remote banking procedures where the Fides receipts are collected.

The credit monitoring, collections and claims office officers shall (i) record and reconcile bank flows related to the loans, and (ii) identify the paying agent.

The types of collections to be managed are:

(i) payments of amounts due relating to the amortisation plans: the assigned third party administrations and pension institutions shall remit to Fides the amounts due withheld from customers by bank or postal transfer;

(ii) payments of recovery plans: the customers agree a repayment plan with the office handling the practice for the payment of the outstanding principal amount. Such payments may also be made by postal bulletin (*bollettino postale*) and RID debit;

(iii) early repayments: third-party financial institutions or customers shall pay to Fides the amounts to cover the outstanding amount of the loans for early repayment. The payments are made by bank transfer;

(iv) employee severance payment: the private or public assimilated administrations and pension funds pay to Fides the severance pay accrued and set aside to cover the outstanding amount in case of the customers' termination of employment;

(v) insurance reimbursement in the event of Claims: the insurance companies pay the indemnities to cover the principal amount at maturity in the event of activation of the insurance policy.

Subsequently, the credit monitoring, collections and claims officer shall record, balance and reconciliate the payments received.

Release

The credit monitoring, collections and claims office officer shall, following the verification and the recording of the sums received from customers or third party financiers by way of early repayment of the loan, shall produce the letter of release (*lettera liberatoria*) (to be sent to the customer, the administration and the fund if any) and the form containing the instructions to be followed by the customer to request the reimbursement of any instalments paid to Fides by the administration/pension institution in excess of the amount due.

Non performing Loans

The non performing positions (non-performing, unlikely to pay and past due) are identified in OCS.

Unlikely to pay

The non performing loans office and the credit monitoring, collections and claims office constantly monitor the corporate portfolio and, after having ascertained the conditions for the change of status, in accordance with regulatory provisions and the criteria adopted by Fides, the head of each office shall propose to the authorised body the classification of the customer or the administration as an unlikely to pay on the basis of the evidence gathered.

The officer shall, following the authorization of the authorised body, update the information system by classifying the customer's master data in 'IP' (unlikely to pay).

Non performing loans

The head of the non-performing loans office shall, also on the basis of evidence provided by the credit monitoring, collections and claims office, propose to the authorised body the change of status of the non-performing positions, reporting the estimate of the related loss forecasts based on the recoverability status of the practices. In particular, fall within the non performing category:

(i) the positions of customers and administrations for which the actions undertaken by Fides for the extrajudicial recovery of the outstanding amount have not been effective and the debtor's state of insolvency is proven (even if not declared by a court); and

(ii) the positions for which judicial recovery actions have been commenced.

The non performing loans office shall (i) update the OCS information system, classifying the customers' or the administrations' master data in 'SOF' (non performing); and (ii) standardize the reporting of the status of these parties to the one of the parent company.

Forborne exposures

The qualification of forborne loans is determined by reference to the individual contractual relationship and is recorded when a forbearance measure granted to a customer is completed.

Positions are classified as forborne when the following two requirements are met:

(i) the evident financial difficulty of the debtor; and

(ii) the granting of modifications to the existing contractual terms, either through formalised repayment plans or new concessions that would not have been granted had the debtor not been in financial difficulty.

Positions classified as forborne shall be reported to the management control, supervisory reporting and central risk office for supervisory reporting.

Downgrading and rehabilitation of non performing positions

Non performing positions for which extrajudicial recovery actions performed by the non performing loans office have given a positive or partially positive outcome, may respectively return to performing status or be changed from non-performing to IP/UTP.

The return to performing status of a position previously classified as non-performing or unlikely to pay may occur only after a 90-day monitoring period (cure period), in which the regularity of payments is assessed, together with the verification of the debtor's overall position.

Evaluation of the portfolio

With regard to the calculation of the value adjustments for performing and past due loans, the parent company's risk management department shall determine the devaluation parameters to be applied to performing loans (stage 1 and stage 2) and past due loans (stage 3) for the purpose of determining the value adjustments.

With regard to the calculation of the value adjustments for unlikely to pay and non performing loans, the non performing loans office shall analyse such positions and determine the estimate percentage of loss forecasts and, for non-performing positions only, the estimated time value.

The percentage of analytical devaluation and the estimated time value are then communicated to the administration area, which shall proceed to calculate and register in the accounts the value adjustments to be recorded in the profit and loss account.

Unlikely to pay management

The non performing loans office manages insolvency issues relating to loan practices for which the activities performed by the credit, collections and claims monitoring office ended with a negative outcome and which, as a consequence, have been classified as unlikely to pay (*inadempienze probabili*) or non performing loans (*sofferenze*) for both the one fifth assignment / delegation of payment contracts.

The credit, collections and claims monitoring office shall take, depending on the cause of the insolvency, different and specific actions:

(a) customer delinquency due to non-payment - partial or in full - of monthly instalments;

With reference to the one fifth assignment, the credit, collections and claims monitoring office shall verify if the insolvency is determined by the non-payment in full or in part of the monthly instalments. In the event of:

(i) partial or full payment of the instalment - with or without other past due instalments - the non performing loans office shall send, at least once every six months, a letter of formal notice to the customer, with a payment notice for the outstanding amounts and a warning (*diffida*) to continue making the payments due until the end of the amortisation plan;

(ii) full and persistent non-payment of the instalments, Fides shall undertake the activities aimed at qualifying the relevant debtor as non performing (*a sofferenza*).

(b) ATC delinquency due to demonstrated non-payment of the amounts withheld and not paid by the ATC. Fides shall send (i) a letter of formal notice to the ATC for the amount withheld and not paid; and (ii) after a reasonable period of time from the receipt of letter sub (i), a notice of classification as non performing (a *sofferenza*); and

(c) over-indebtedness procedure initiated by the relevant debtor.

Non performing loans management

Once the unlikely to pay management activities have been performed and the conditions for the classification as non performing are met, the position may be placed on non-performing status and the credit collection may be delegated to external legal counsels, and legal actions against the customer and/or the ATC (with respect to the one fifth assignment) can be started, provided that the conditions for the performance of such activities are fulfilled.

The specific legal actions are assessed and decided by the credit and monitoring director and the external legal counsel on the basis of the following criteria:

(i) the cost-effectiveness of the legal action with respect to the expected loss and probability of recovery; and

(ii) the legal actions recovery timeframe.

Without prejudice to the possibility of direct management by the non performing loans office of the non performing loans, the latter shall support and monitor the external legal counsel's management, and shall transmit the necessary documents in order to undertake the concerted actions and those actions that may be necessary during the course of the assignment.

In case of direct management by the non performing loans office, any settlement proposals (*proposte saldo e stralcio*) is assessed in light of all relevant circumstances (*e.g.*, the state of management, the expected timing and amount of recovery) and then submitted to the authorised body together with a specific report in order to verify the possibility of acceptance of such proposals.

In the event the financial and economic requirements to initiate legal actions are lacking, insolvency positions are managed through periodic reminders (by telephone) and default notices (at least one every six months). Updates on the position are solicited from the ATCs as well in order to obtain information useful for the management of the position.

Insolvency proceedings

Upon the occurrence of insolvency proceedings, the non performing loans office shall notify the circumstance to the salary/pension backed loans office.

The insolvency proceedings may involve either the administration or the customer (individual bankruptcy).

Depending on the type of proceeding, the non performing loans office shall, *inter alia*:

(i) verify the relevant court and the bodies appointed by it;

(ii) investigate the status of the proceeding in order to determine the most appropriate activities to be performed;

(iii) ascertain which and how many practices are affected by the proceeding;

(iv) draft and transmit, to the proceedings bodies, the document by which Fides' claim is presented to the competent court and for which either admission to the statement of liabilities (*ammissione allo stato passivo*) is requested or the title of the claim and the amount are specified.

In the presence of outstanding amounts that have not been paid during the proceedings, the non performing loans office shall also request payment from the customer by means of telephone recovery activities and default notices.

The non performing loans office shall also constantly monitor the development of the proceeding and the progress of the contracts, without intervening with recovery actions in case the payments are regular.

In case the insolvency proceedings are followed by the termination of the customer's employment, the non performing loan office - if the requirements are met – shall request the intervention of the treasury fund (*fondo di tesoreria*) or the INPS guarantee fund (*fondo di garanzia INPS*) in order to obtain the payment of the last three salary instalments and the severance pay not paid by the administration.

RISK RETENTION AND TRANSPARENCY REQUIREMENTS

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

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

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

Risk retention

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

(a) retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, in accordance with option (d) of article 6(3) of the EU Securitisation Regulation and article 6(3) of the UK Securitisation Regulation (as interpreted and applied on the date hereof) and the applicable Technical Standards;

(b) not change the manner in which the net economic interest is held, unless expressly permitted by article 6(3) of the EU Securitisation Regulation and article 6(3) of the UK Securitisation Regulation (as interpreted and applied on the date hereof) and the applicable Technical Standards;

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

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

in each case provided that the Originator is only required to do so to the extent that the retention and disclosure requirements under the EU Securitisation Regulation and the UK Securitisation Regulation (as interpreted and applied on the date hereof) are applicable to the Securitisation.

In addition, the Originator has undertaken and warranted that:

(a) the material net economic interest held by it will not be split amongst different types of retainers and will not be subject to any credit-risk mitigation or hedging, in accordance with article 6(1) of the EU Securitisation Regulation and article 6(1) of the UK Securitisation Regulation (as interpreted and applied on the date hereof);

(b) it will not sell, transfer or otherwise surrender all or part of the rights, benefits or obligations arising from the material net economic interest held by it, except to the extent permitted under the EU Securitisation Regulation and the UK Securitisation Regulation (as interpreted and applied on the date hereof), and it will not enter into any transaction synthetically effecting any of these actions;

(c) during the life of the Securitisation, it will provide the Issuer, the Arranger and the Calculation Agent with all information within its possession or control or reasonably capable of being obtained by it which is required for the purposes of complying with the EU Securitisation Regulation and the UK Securitisation Regulation (as interpreted and applied on the date hereof); and

(d) it has not selected the Receivables comprised in the Portfolio with the aim of rendering losses on the Receivables transferred to the Issuer higher than the losses on comparable receivables held on the balance sheet of the Originator, pursuant to article 6(2) of the EU Securitisation Regulation and article 6(2) of the UK Securitisation Regulation (as interpreted and applied on the date hereof).

Transparency requirements

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

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

Each of the Issuer and the Originator has also contractually agreed to comply with the requirements of article 7 of the UK Securitisation Regulation (as interpreted and applied on the date hereof). In addition, each of the Issuer and the Originator has agreed 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.

As to pre-pricing information:

(a) the Reporting Entity has confirmed that, before pricing, it has made available to Fides as initial holder of the Notes, and, in case of subsequent sale of the Notes to third parties, it will make available to potential investors in the Notes, through the Securitisation Repository, the information under point (a) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and article 7(1) of the UK Securitisation Regulation and, in draft form, the information and documentation under points (b) and (d) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and article 7(1) of the UK Securitisation Regulation;

(b) Fides has confirmed that, before pricing, it has been as initial holder of the Notes in possession of, and, in case of subsequent sale of the Notes to third parties, it will make available to potential investors in the Notes, through the Securitisation Repository and this Prospectus, data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised covering a period of at least 5 (five) years, and the sources of those data and the basis for claiming similarity, pursuant to article 22(1) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria; and

(c) Fides has confirmed that, before pricing, it has been as initial holder of the Notes in possession of, and, in case of subsequent sale of the Notes to third parties, it will make available to potential investors in the Notes, through Bloomberg and Intex, 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 pursuant to article 22(3) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

As to post-closing information, the relevant parties to the Intercreditor Agreement have agreed and undertaken as follows:

(a) the Servicer shall prepare the Loan by Loan Report setting out information relating to each Loan as at the end of the immediately preceding Collection Period, in compliance with point (a) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and article 7(1) of the UK Securitisation Regulation and the applicable Technical Standards, and deliver it to the Reporting Entity in a timely manner (and in any case no later than 5 (five) Business Days prior to the relevant SR Report Date) in order for the Reporting Entity (through the Calculation Agent) to make available, via the Securitisation Repository, the Loan by Loan Report (simultaneously with the SR Investor Report and the Inside Information and Significant Event Report to be made available on the relevant SR Report Date) to the holders of a securitisation position, the competent authorities referred to in article 29 of the EU Securitisation Regulation and of the UK Securitisation Regulation and, upon request, to potential investors in the Notes on each SR Report Date;

(b) the Calculation Agent shall, subject to receipt of any relevant information from the Issuer or the Servicer, as the case may be:

(i) prepare the SR Investor Report setting out certain information with respect to the Portfolio and the Notes (including the information referred to in point (e), items (i), (ii) and (iii), of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and of the UK Securitisation Regulation), in compliance with point (e) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and article 7(1) of the UK Securitisation Regulation and the applicable Technical Standards, and deliver it to the Reporting Entity in a timely manner (and in any case no later than 5 (five) Business Days prior to the relevant SR Report Date) in order for the Reporting Entity (through the Calculation Agent) to make available, via the Securitisation Repository, the SR Investor Report (simultaneously with the Loan by Loan Report and the Inside Information and Significant Event Report to be made available on the relevant SR Report Date) to the holders of a securitisation position, the competent authorities referred to in article 29 of the EU Securitisation Regulation and of the UK Securitisation Regulation and, upon request, to potential investors in the Notes on each SR Report Date; and

(ii) prepare the Inside Information and Significant Event 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 and article 7(1) of the UK Securitisation Regulation (including, *inter alia*, any material change of the Priority of Payments and the occurrence of any Trigger Event), and deliver it to the Reporting Entity (through the Calculation Agent) in a timely manner in order for the Reporting Entity to make available, via the Securitisation Repository, the Inside Information and Significant Event Report to the holders of a securitisation position, the competent authorities referred to in article 29 of the EU Securitisation Regulation and of the UK Securitisation Regulation and, upon request, to potential investors in the Notes without undue delay following the occurrence of the relevant event triggering the delivery of such report in accordance with the EU Securitisation Regulation and the UK Securitisation Regulation and the applicable Technical Standards and, in any case, on each SR Report Date (simultaneously with the Loan by Loan Report and the SR Investor Report);

(c) the Issuer, as Reporting Entity, shall, through the Calculation Agent, make available, via the Securitisation Repository, (A) 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 (B) any other document or information that may be required to be disclosed to the investors or potential investors in the Notes and the competent authorities referred to in article 29 of the EU Securitisation Regulation and of the UK Securitisation Regulation pursuant to the EU Securitisation Regulation, the UK Securitisation Regulation and the applicable Technical Standards 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, the UK Securitisation Regulation and the applicable Technical Standards.

Pursuant to the Intercreditor Agreement, the Originator has further undertaken to make available to investors in the Notes on an ongoing basis and to potential investors in the Notes upon request, through Bloomberg and Intex, 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 pursuant to article 22(3) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

THE ISSUER

Introduction

The Issuer was incorporated on 1 September 2022 in the Republic of Italy pursuant to the Securitisation Law as a limited liability company under the name "Coppedè SPV S.r.l." and is a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated and operating under the laws of the Republic of Italy, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 05352460264, quota capital of Euro 10,000 fully paid-up, enrolled with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 7 June 2017 under no. 35955.4, having as its sole corporate object the realisation of securitisation transactions pursuant to the Securitisation Law. The length of life of the Issuer is until 31 December 2100. The Issuer's telephone number is +39 0438360926. The legal entity identifier (LEI) of the Issuer is 81560071E6C2E5D44D72.

Since the date of its incorporation the Issuer has not commenced any operation (other than the purchase of the Receivables comprised in the Portfolio pursuant to the Transfer Agreement) and no financial statements have been drawn up as at the date of this Prospectus. No dividends have been declared or paid and no indebtedness, other than the Issuer's costs and expenses of incorporation, has been incurred by the Issuer. The Issuer has no employees and no subsidiaries.

The authorised and issued capital of the Issuer is Euro 10,000, fully paid up. As at the date of this Prospectus, the entire quota capital of the Issuer is directly owned by the Quotaholder, being Stichting Lapislazzuli, a Dutch law foundation (*stichting*) incorporated under the laws of The Netherlands, having its registered office at Locatellikade 1, 1076AZ Amsterdam, The Netherlands, with Italian fiscal code no. 91051520269 and enrolled with the Chamber of Commerce of The Netherlands under no. 86538551. The corporate capital of Stichting Lapislazzuli is not directly or indirectly controlled by any other entity.

Under the Quotaholder's Agreement, the Quotaholder has undertaken to exercise the voting rights and the other administrative rights in such a way as not to prejudice the interests of the Noteholders.

Further information on the Issuer is available on the Securitisation Repository. It is understood that any such websites are for information purposes only, do not form part of this Prospectus and have not been scrutinised or approved by the competent authority. For further details, see the section headed "*General Information - Documents available for inspection*".

Issuer's principal activities

The principal corporate object of the Issuer as set out in its by-laws (*statuto*) and in compliance with the Securitisation Law is to perform securitisation transactions.

The Issuer has undertaken to observe the restrictions in Condition 4 (*Covenants*). So long as any of the Notes remains outstanding, the Issuer shall not, *inter alia*, without the prior consent of the Representative of the Noteholders, (i) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities which the Transaction Documents provide for, or envisage that the Issuer may engage in, or any other activity necessary in connection therewith or incidental thereto; (ii) create, incur or permit to subsist any indebtedness whatsoever in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness or of any obligation of any person; or (iii) consolidate or merge with any other person or convey or transfer any of its assets substantially as an entirety to any other person.

Sole Director and Board of Statutory Auditors

As at the date of this Prospectus, the Issuer has a sole director being Mr. Andrea Fantuz (the **Sole Director**). The domicile of the Sole Director is at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy. Mr. Andrea Fantuz is an employee of Banca Finanziaria Internazionale S.p.A.

As at the date of this Prospectus, no board of statutory auditors is appointed.

Capitalisation and indebtedness statement

As at the date of this Prospectus, the capitalisation of the Issuer, adjusted for the issue of the Notes, is as follows:

Capital	*Euro*
Issued, authorised and fully paid-up capital	10,000
Loan Capital	*Euro*
Class A Notes	436,000,000
Class J Notes	71,362,000
Total capitalisation and indebtedness	507,372,000

Save as provided for above, as at the date of this Prospectus the Issuer has no other borrowings or indebtedness in respect of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities.

Financial statements and auditor's report

The Issuer's accounting reference date is 31 December in each year starting from December 2022. As long as any of the Notes remains outstanding, the annual financial statements of the Issuer will be audited by an auditing company appointed by the Issuer and copies of the Issuer's annual financial statements shall be made available, upon publication, on the Securitisation Repository (for further details, see the section headed "*General Information*").

As at the date of this Prospectus, no financial statements have been drawn up and no auditors have been appointed.

Following the issue of the Notes, the Issuer will appoint an auditing company in accordance with the provisions of Italian Legislative Decree no. 39 of 27 January 2010. Notice of such appointment will be given to the Noteholders in accordance with Condition 16 (*Notices*).

BANCA FININT

The information contained in this section of this Prospectus relates to and has been obtained from Banca Finanziaria Internazionale S.p.A. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of Banca Finanziaria Internazionale S.p.A. since the date hereof, or that the information contained or referred to in this section of this Prospectus is correct as of any time subsequent to its date.

Banca Finanziaria Internazionale S.p.A., *breviter* Banca Finint S.p.A., is a bank incorporated as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, having its registered office in Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, share capital of Euro 91,743,007.00 fully paid up, tax code and enrolment in the companies' register of Treviso-Belluno no. 04040580963, VAT Group "*Gruppo IVA FININT S.P.A*." - VAT no. 04977190265, registered in the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act under no. 5580 and in the register of the banking group held by the Bank of Italy as parent company of the Banca Finanziaria Internazionale Banking Group, member of the "*Fondo Interbancario di Tutela dei Depositi*" and of the "*Fondo Nazionale di Garanzia*".

Under the Securitisation, Banca Finint S.p.A. will act as Back-up Sevicer Facilitator, Calculation Agent, Corporate Servicer and Representative of the Noteholders.

BNP PARIBAS

The information contained in this section relates to BNP Paribas and has been obtained from it. The information concerning BNP Paribas and the BNP Paribas Group contained herein is made available solely to provide limited introductory information regarding BNP Paribas and the BNP Paribas Group and does not purport to be exhaustive. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of BNP Paribas or the BNP Paribas Group since the date hereof, or that the information contained or referred to in this section is correct as of any time subsequent to such date.

BNP Paribas is a French multinational bank and financial services company with its registered office located at 16 boulevard des Italiens 75009 Paris, France, and its corporate website in English is http://www.bnpparibas.com/en.

BNP Paribas, together with its consolidated subsidiaries (the **BNP Paribas Group**) is a global financial services provider, conducting retail, corporate and investment banking, private banking, asset management, insurance and specialized and other financial activities throughout the world.

The BNP Paribas Group, one of Europe's leading providers of banking and financial services, has four domestic retail banking markets in Europe, namely in Belgium, France, Italy and Luxembourg.

It operates in 65 countries and has nearly 190,000 employees, including nearly 145,000 in Europe. BNP Paribas holds key positions in its three main businesses:

- Commercial, Personal Banking & Services, including:
  - Commercial & Personal Banking in the euro zone:
    - Commercial & Personal Banking in France (CPBF);
    - BNL banca commerciale (BNL bc), Italian commercial banking;
    - Commercial & Personal Banking in Belgium(CPBB);
    - Commercial & Personal Banking in Luxembourg (CPBL).
  - Commercial & Personal Banking outside the euro zone, which are organised around:
    - Europe-Mediterranean, to cover Central and Eastern Europe and Turkey;
    - BancWest in the United States.
  - Specialised business lines:
    - Arval;
    - BNP Paribas Leasing Solutions;
    - BNP Paribas Personal Finance;
    - BNP Paribas Personal Investors;
    - New digital business lines (Nickel, Floa, Lyf, etc).
- Investment & Protection Services, including:
  - Insurance (BNP Paribas Cardif);
  - Wealth and Asset Management (BNP Paribas Asset Management,BNP Paribas Wealth Management and BNP Paribas Real Estate);
  - Management of the BNP Paribas Group's portfolio of unlisted and listed industrial and commercial investments (BNP Paribas Principal Investments).
- Corporate and Institutional Banking (CIB):
  - Corporate Banking;

- Global Markets;
- Securities Services.

BNP Paribas SA is the parent company of the BNP Paribas Group.

At 30 June 2022, the BNP Paribas Group had consolidated assets of €2,891 billion (compared to €2,634 billion at 31 December 2021), consolidated loans and receivables due from customers of €855 billion (compared to €814 billion at 31 December 2021), consolidated items due to customers of €1,009 billion (compared to €958 billion at 31 December 2021) and shareholders' equity (Group share) of € 116 billion (compared to €118 billion at 31 December 2021).

At 30 June 2022, pre-tax income from continuing activities was €7.2 billion (compared to €6.6 billion as at 30 June 2021). For the first half 2022, net income, attributable to equity holders was €5.3 billion (compared to €4.8 billion for the first half 2021).

At the date of this Memorandum, the BNP Paribas Group currently has Long Term Senior Preferred debt ratings of "A+" with stable outlook from S&P, "Aa3" with stable outlook from Moody's Investors Service, Inc. and "AA-" with stable outlook from Fitch Ratings, Ltd and "AA (low)" with stable outlook from DBRS.

For up-to-date financial information, including quarterly results since the last fiscal year end, please refer to http://invest.bnpparibas.com/en.

About securities services at BNP Paribas

The securities services business of BNP Paribas is a multi-asset servicing specialist with local expertise in 35 markets around the world and a global reach covering 90+ markets. This extensive network enables BNP Paribas to provide its institutional investor clients with the connectivity and local knowledge they need to navigate change in a fast-moving world.

As of 30 June 2022, the securities services business of BNP Paribas had USD 11.75 trillion in assets under custody, USD 2.36 trillion in assets under administration and 9,199 funds administered.

BNP Paribas currently has long-term senior debt ratings of "A+" (stable) from S&P Global Ratings Europe Limited, "Aa3 (stable)" from Moody's and "AA-" (stable)1 from Fitch Ratings Ireland Limited.

Fitch Ratings Ireland Limited	**Moody's**	**S&P Global Ratings Europe Limited**
Short term F1+	Short term Prime-1	Short-term A-1
Long term senior debt AA-2	Long term senior debt Aa3	Long term senior debt A+
Outlook Stable	Outlook Stable	Outlook Stable

In the context of the Securitisation, BNP Paribas, Italian Branch acts as Paying Agent and Account Bank and BNP Paribas acts as Swap Counterparty.

1 Senior preferred debt.
2 Senior preferred debt.

USE OF PROCEEDS

The net proceeds of the issuance of the Notes (being equal to Euro 519,400,769.40) will be applied by the Issuer on the Issue Date as follows:

(a) an amount equal to Euro 507,361,269.23, being the Purchase Price for the Portfolio net of a portion of the Collections received by Fides in respect of the Portfolio from the Valuation Date (included) until the Issue Date (excluded), in an amount equal to the Interest Accrual (Euro 619,441.20), will be off-set with the subscription monies due by Fides as Senior Notes Subscriber and Junior Notes Subscriber pursuant to the Senior Notes Subscription Agreement and the Junior Notes Subscription Agreement respectively;

(b) an amount equal to Euro 11,990,000 will be credited to the Cash Reserve Account as Cash Reserve Initial Amount;

(c) an amount equal to Euro 40,000 will be credited to the Expenses Account as Retention Amount; and

(d) an amount equal to Euro 9,500.17 remaining after making payments under paragraphs (a) to (c) (inclusive) above to the Collection Account.

TERMS AND CONDITIONS OF THE NOTES

Euro 436,000,000 Class A Asset Backed Floating Rate Notes due January 2039
Euro 71,362,000 Class J Asset Backed Fixed Rate and Variable Return Notes due January 2039

General

On 23 November 2022 (the **Issue Date**) the Issuer will issue Euro 436,000,000 Class A Asset Backed Floating Rate Notes due January 2039 and Euro 71,362,000 Class J Asset Backed Fixed Rate and Variable Return Notes due January 2039.

The Issuer is a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated under the laws of the Republic of Italy, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 05352460264, quota capital of Euro 10,000 fully paid-up, enrolled with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 7 June 2017 under no. 35955.4, having as its sole corporate object the realisation of securitisation transactions pursuant to the Securitisation Law.

The principal source of payments of interest and repayment of principal on the Notes, as well as payment of the Class J Variable Return (if any) on the Class J Notes, will be the proceeds of the Portfolio and the other Securitisation Assets. Pursuant to the terms of the Transfer Agreement, the Originator has assigned and transferred to the Issuer, which has purchased, without recourse (*pro soluto*), in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and article 58 of the Consolidated Banking Act, the Portfolio with economic effects from (but excluding) the Valuation Date and legal effect from (and including) the Transfer Date. The Purchase Price for the Portfolio will be financed by the Issuer using part of the proceeds of the issuance of the Notes and will be payable to the Originator on the Issue Date.

The Notes will benefit of the provisions of the Securitisation Law pursuant to which the Portfolio and the other Securitisation Assets will be segregated (*costituiscono patrimonio separato*) under Italian law from all other assets of the Issuer and from the assets relating to any Further Securitisation and will only be available, both before and after a winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor. The Notes will have also the benefit of the Issuer Transaction Security.

The Portfolio and the other Securitisation Assets may not be seized or attached in any form by creditors of the Issuer other than the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor until full discharge by the Issuer of its payment obligations under the Notes and/or cancellation thereof. Pursuant to the terms of the Intercreditor Agreement, the Issuer has empowered the Representative of the Noteholders, following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or a Specified Event, to exercise all the Issuer's rights, powers and discretions under the Transaction Documents taking such action in the name and on behalf of the Issuer as the Representative of the Noteholders will deem necessary to protect the interests of the Issuer, the Noteholders and the Other Issuer Creditors in respect of the Portfolio and under the Transaction Documents. Italian law governs the delegation of such power.

Certain of the statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Transaction Documents. Copies of the Transaction Documents are available for inspection on the Securitisation Repository. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Transaction Documents applicable to them. No amendment to the provisions of these Conditions or the Transaction Documents shall

constitute a novation (*novazione*) of the Notes within the meaning of article 1230 of the Italian civil code.

The Noteholders are deemed to have notice of, are bound by and shall have the benefit of, *inter alia*, the Rules of the Organisation of the Noteholders, which constitute an integral and essential part of these Conditions. The Rules of the Organisation of the Noteholders are attached hereto as Schedule 1. The rights and powers of the Representative of the Noteholders and the Noteholders may be exercised only in accordance with these Conditions, the Rules of the Organisation of the Noteholders and the Intercreditor Agreement.

Each Noteholder, by reason of holding one or more Notes, recognises the Representative of the Noteholders as its representative, acting in its name and on its behalf, and agrees to be bound by the terms of the Transaction Documents to which the Representative of the Noteholders is a party as if such Noteholder was itself a signatory thereto.

In these Conditions the following defined terms have the meanings set out below:

Account Bank means BNP or any other entity, being an Eligible Institution, acting as account bank from time to time under the Securitisation.

Accounts means the Collection Account, the Cash Reserve Account, the Expenses Account, the Payments Account, the Swap Collateral Accounts, the Securities Account (if any) and any other account which may be opened by the Issuer under the Securitisation in accordance with the Transaction Documents.

Agency and Accounts Agreement means the agency and accounts agreement entered into on or about the Issue Date between the Issuer, the Servicer, the Calculation Agent, the Account Bank, the Paying Agent, the Corporate Servicer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Agents means, collectively, the Account Bank, the Calculation Agent and the Paying Agent.

Aggregate Interest Amount has the meaning ascribed to such term in Condition 5(f) (*Interest and Class J Variable Return - Calculation of Interest Amount, Aggregate Interest Amount and Class J Variable Return*).

Alternative Base Rate has the meaning ascribed to such term in Condition 5(d)(iii) (*Interest and Class J Variable Return - Fallback provisions*).

Amortisation Plan means, with reference to each Receivable, the amount and the payment date of the Instalments scheduled in the relevant Loan Agreement.

Arranger means Mediobanca.

Back-up Servicer Facilitator means Banca Finint or any other entity acting as back-up servicer facilitator from time to time under the Securitisation.

Banca Finint means Banca Finanziaria Internazionale S.p.A., *breviter* Banca Finint S.p.A., a bank incorporated as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, having its registered office in Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, share capital of Euro 91,743,007.00 fully paid up, tax code and enrolment in the companies' register of Treviso-Belluno no. 04040580963, VAT Group "*Gruppo IVA FININT S.P.A.*" - VAT no. 04977190265, registered in the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act under

no. 5580 and in the register of the banking group held by the Bank of Italy as parent company of the Banca Finanziaria Internazionale Banking Group, member of the "*Fondo Interbancario di Tutela dei Depositi*" and of the "*Fondo Nazionale di Garanzia*".

Base Rate Modification has the meaning ascribed to such term in Condition 5(d)(i) (*Interest and Class J Variable Return - Fallback provisions*).

BNP means BNP PARIBAS, Italian Branch, a bank incorporated under the laws of France licensed to conduct banking operations, having its registered office at Boulevard des Italiens n. 16, Paris, France, registered with the Chamber of Commerce of Paris under number B662 042 449, with a fully paid-up share capital of Euro 2,468,663,292, which acts for the purposes hereof through its Italian branch, whose offices are located in Piazza Lina Bo Bardi n. 3, Milan, enrolled in the register of banks held by the Bank of Italy under no. 5482, fiscal code and VAT code no. 04449690157, REA no. 731270.

Borrowers means the borrowers under the Loan Agreements.

Business Day means any day, other than Saturday or Sunday, which is not a public holiday or a bank holiday in Rome, Milan, London and Dublin and on which the Trans-European Automated Real time Gross settlement Express Transfer system 2 (TARGET 2) (or any successor thereto) is open for the settlements of payments in Euro.

Calculation Agent means Banca Finint or any other entity acting as calculation agent from time to time under the Securitisation.

Calculation Date means the date falling 4 (four) Business Days prior to each Payment Date.

Cancellation Date means the date on which the Notes will be finally and definitively cancelled, being:

(a) the earlier of (A) the Final Maturity Date if the Notes are redeemed in full, and (B) the date on which the Notes are finally redeemed following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or pursuant to Condition 6(c) (*Mandatory redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*); or

(b) if the Notes cannot be redeemed in full on the Final Maturity Date as a result of the Issuer having insufficient Issuer Available Funds for application in or towards such redemption, the later of (A) the Payment Date immediately following the date on which all the Receivables will have been paid in full, and (B) the Payment Date immediately following the date on which all the Receivables then outstanding will have been entirely written off by the Issuer as a consequence of the Servicer having determined that there is no reasonable likelihood of there being any further realisations in respect of the Portfolio and the other Securitisation Assets (whether arising from judicial enforcement proceedings or otherwise) which would be available to pay unpaid amounts outstanding under the Notes.

Cash Reserve means the cash reserve established on the Cash Reserve Account and replenished from time to time in accordance with the provisions of the Transaction Documents.

Cash Reserve Account means the Euro denominated account with IBAN IT59F0347901600000802589302, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Cash Reserve Amount means, at any time, the balance of the amounts standing to the credit of the Cash Reserve Account.

Cash Reserve Initial Amount means an amount equal to Euro 11,990,000.

Cash Reserve Required Amount means, with reference to each Payment Date, an amount equal to the higher of:

(a) 2.75 per cent. of the aggregate Principal Amount Outstanding of the Senior Notes on such Payment Date (before making payments due on such Payment Date in accordance with the applicable Priority of Payments); and

(b) Euro 2,000,000,

it being understood that, on the earlier of (i) the Payment Date following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, and (ii) the Payment Date on which the Senior Notes will be redeemed in full and/or cancelled, such amount will be reduced to 0 (zero).

Class means a class of Notes being the Class A Notes or the Class J Notes, as the case may be.

Class A Noteholders means the holders of the Class A Notes.

Class A Notes means Euro 436,000,000 Class A Asset Backed Floating Rate Notes due January 2039.

Class A Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to the lower of:

(a) the Target Amortisation Amount on such Payment Date; and

(b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class A Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class A Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class J Noteholders means the holders of the Class J Notes.

Class J Notes means Euro 71,362,000 Class J Asset Backed Fixed Rate and Variable Return Notes due January 2039.

Class J Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to the lower of:

(a) the Target Amortisation Amount on such Payment Date less the Class A Redemption Amount; and

(b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class J Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class J Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class J Variable Return means, on each Payment Date, the variable return payable on the Class J Notes, which will be equal to any Issuer Available Funds remaining after making payments under items (i) (*first*) to (xiii) (*thirteenth*) (inclusive) of the Pre-Acceleration Priority of Payments or under items (i) (*first*) to (xii) (*twelfth*) (inclusive) of the Post-Acceleration Priority of Payments, as the case may be, and may be equal to 0 (zero).

Clean-up Call Event means the circumstance that, on any date, the Principal Amount Outstanding of the Senior Notes is equal to or lower than 10 per cent. of the principal amount of the Senior Notes upon issue.

Clearstream means Clearstream Banking, Luxembourg with offices at 42 avenue JF Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

Collateral Portfolio means, on any given date, the aggregate of all Receivables comprised in the Portfolio, other than any Defaulted Receivables.

Collateral Portfolio Outstanding Principal means, at any given date, the aggregate Outstanding Principal of the Receivables comprised in the Collateral Portfolio.

Collateral Security means, with reference to each Receivable, any security interest, guarantee or other arrangement securing the payment of the Receivables, including any Payment Delegation and/or Salary Assignment and/or Insurance Policy assisting the relevant Loan.

Collection Account means the Euro denominated account with IBAN IT82E0347901600000802589301, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Collection End Date means the last calendar day of March, June, September and December in each year.

Collection Period means each period commencing on (but excluding) a Collection End Date and ending on (and including) the immediately following Collection End Date, provided that the first Collection Period will commence on (but exclude) the Valuation Date of the Portfolio and end on (and include) the Collection End Date falling in December 2022.

Collections means, collectively, any amount on account of principal, interest, prepayment fees and other amounts received or recovered by or on behalf of the Issuer in respect of the Receivables.

Conditions means these terms and conditions of the Notes, and **Condition** means a condition thereof.

Connected Third Party Creditors means any creditors of the Issuer (other than the Issuer Creditors) in relation to the Securitisation.

CONSOB means *Commissione Nazionale per le Società e la Borsa*.

CONSOB and Bank of Italy Joint Resolution means the resolution of 13 August 2018 jointly issued by CONSOB and Bank of Italy (named "*Disciplina dei servizi di gestione accentrata, di liquidazione, dei sistemi di garanzia e delle relative società di gestione*") containing rules on custody, clearing and settlement, as amended and/or supplemented from time to time.

Consolidated Banking Act means Italian Legislative Decree no. 385 of 1 September 1993, as amended and/or supplemented from time to time.

Consolidated Financial Act means Italian Legislative Decree no. 58 of 24 February 1998, as amended and/or supplemented from time to time.

Corporate Servicer means Banca Finint or any other entity acting as corporate servicer from time to time under the Securitisation.

Corporate Services Agreement means the corporate services agreement entered into on or about the Issue Date between the Issuer and the Corporate Servicer, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Debtors means the Borrowers and any other persons who are liable for the payment of the Receivables (including any third-party guarantors).

Decree 239 means Italian Legislative Decree no. 239 of 1 April 1996, as amended and/or supplemented from time to time, and any related regulations.

Decree 239 Withholding means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree 239.

Deed of Charge means the English law deed of charge entered into on or prior to the Issue Date between the Issuer and the Representative of the Noteholders (acting for itself and as security trustee for the Noteholders and the Other Issuer Creditors), as from time to time modified in accordance with the provisions thereof and including any deed or other document expressed to be supplemental thereto.

Defaulted Receivables means the Receivables arising from Loans: (i) other than those in respect of which a Job Damage has occurred and the relevant claim has been filed with the relevant Insurance Company, which have, at the end of each Collection Period, at least 8 Late Instalments due that are outstanding; or (ii) have been classified as "non-performing" by the Servicer; or (iii) in respect of which a Life Damage has occurred and the Servicer has filed the relevant payment request with the Insurance Company; or (iv) in respect of which a Job Damage has occurred and the Servicer has filed the relevant claim with the Insurance Company and 3 (three) months have elapsed from the date of the payment request for partial reimbursement of the relevant Receivable and the Insurance Company has not yet made the full payment of the relevant Indemnity requested by the Issuer, nor has the Servicer recorded a change in the Employer and/or Pension Authority of the Debtor; or (v) in respect of which a Job Damage has occurred and the Servicer has filed the relevant claim with the relevant Insurance Company for the full reimbursement of such Receivable.

EBA means the European Banking Authority.

EBA Guidelines on STS Criteria means the guidelines on the criteria of simplicity, transparency and standardisation adopted by EBA on 12 December 2018 pursuant to the EU Securitisation Regulation and named "*Guidelines on the STS criteria for non-ABCP securitisation*", as amended and/or supplemented from time to time.

ECB means the European Central Bank.

Eligible Institution means a depository institution organised under the laws of any state which is a member of the European Union or the UK or of the United States of America and:

(a) having the following ratings:

(i) with respect to Moody's, a public rating at least equal to "Baa2" in respect of long-term unsecured and unsubordinated debt obligations (or, if no such long-term rating is available, a public rating at least equal to "P-2" in respect of short-term unsecured and unsubordinated debt obligations), or such other rating as may from time to time comply with Moody's criteria; and

(ii) with respect to Fitch, a deposit rating or, when a deposit rating is not available, an issuer default rating at least equal to "A-" or "F1"; or

(b) whose obligations under the Transaction Documents to which it is a party are guaranteed by a depository institution organised under the laws of any state which is a member of the European Union or the UK or of the United States of America and having the ratings set out in paragraph (a) above, provided that such guarantee has been notified in advance to the Rating Agencies and complies with the Rating Agencies' criteria.

Eligible Investments means any senior, unsubordinated debt securities, investment, commercial paper, deposit or other instrument which is denominated in Euro and is in the form of bonds, notes, commercial papers, deposits or other financial instruments having at least the following ratings:

(a) with respect to Moody's, a long-term public rating at least equal to "Baa2" and in case of euro-denominated money funds a rating of "Aaa-mf", or such other rating as may from time to time comply with Moody's criteria; and

(b) with respect to Fitch, in case of (i) deposits or securities with a maturity up to 30 days, a deposit rating or, when a deposit rating is not available, an Issuer default rating at least equal to "A-" or "F1"; (ii) in case of securities with maturity between 31 days and 365 days a deposit rating or, when a deposit rating is not available, an Issuer default rating at least equal to "AA-" or "F1+"; and (iii) in case of money market funds a rating of "AAAmmf";

provided that: (i) each maturity date shall fall not later than the immediately following Eligible Investment Maturity Date; (ii) any investment shall guarantee a fixed amount on account of principal at maturity not lower than the initial invested amount; and (iii) in any event, any account, deposit, instrument or fund which consists, in whole or in part, actually or potentially, of credit-linked notes, synthetic securities or similar claims resulting from the transfer of credit risk by means of credit derivatives, swaps or tranches of other asset backed securities or any other instrument from time to time specified in the ECB monetary policy regulations applicable from time to time shall be excluded.

Eligible Investments Maturity Date means, with reference to each Eligible Investment, the date falling no later than 5 (five) Business Days prior to the Payment Date immediately following the Collection Period in respect of which the relevant Eligible Investment has been made.

Employer means the public or private employer required to pay to Fides or, following the assignment of the Receivables, to the Issuer the amount subject to each Salary Assignment or the person required to make the payment pursuant to each Payment Delegation, or the Pension Authority or any other entity to which the relevant Borrower has allocated its TFR (*trattamento di fine rapporto*).

ESMA means the European Securities and Markets Authority.

EU CRA Regulation means Regulation (EC) no. 1060/2009 on credit rating agencies, as amended and/or supplemented from time to time.

EU Insolvency Regulation means Regulation (EU) no. 848 of 20 May 2015, as amended and/or supplemented from time to time.

EURIBOR has the meaning ascribed to such term in Condition 5(c) (Interest and Class J Variable Return - Rate of interest on the Notes).

Euro, **EUR** or **€** means the single currency introduced in the Member States of the European Community which adopted the single currency in accordance with the Treaty of Rome of 25 March 1957, as amended by, inter alia, the Single European Act 1986, the Treaty of the European Union of 7 February 1992 establishing the European Union and the European Council of Madrid of 16 December 1995.

Euroclear means Euroclear Bank S.A./N.V., with offices at 1 boulevard du Roi Albert II, B-1210 Brussels.

Euro-Zone means the region comprised of Member States of the European Union that adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957) as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992).

EU Securitisation Regulation means Regulation (EU) no. 2402 of 12 December 2017, as amended and/or supplemented from time to time.

Excess Swap Collateral means an amount equal to the value of the Swap Collateral (or the applicable part thereof) which is in excess of the Swap Counterparty's liability (prior to any netting in respect of the Swap Collateral) under the Swap Agreement as at the date of termination of the Swap Agreement or which it is otherwise entitled to have returned to it under the terms of the Swap Agreement.

Expenses means any documented fees, costs, expenses and Taxes required to be paid to any Connected Third Party Creditor arising in connection with the Securitisation and any other documented costs, expenses and taxes required to be paid in order to preserve the existence of the Issuer, maintain it in good standing and comply with applicable laws and regulations or, after the last Payment Date, to liquidate it.

Expenses Account means the Euro denominated account with IBAN IT13H0347901600000802589304, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Extraordinary Resolution has meaning ascribed to such term in the Rules of the Organisation of the Noteholders.

FATCA means Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986.

FATCA Withholding means any withholding applicable under FATCA or an IGA (or any law implementing an IGA).

Fides means Fides - Ente Commissionario per Facilitazioni Rateali ai Lavoratori - S.p.A., a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Viale Regina Margherita, 279B, 00198 Rome, Italy, share capital equal to Euro 35,000,000, fiscal code and enrolment with the companies' register of Rome no. 00667720585,

enrolled in the register of financial intermediaries ("*Albo Unico*") held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act under no. 29.

Final Maturity Date means the Payment Date falling in January 2039.

Fitch means (i) in order to identify the entity who has assigned the rating to the Senior Notes, Fitch Ratings Ireland Limited (*Sede Secondaria Italiana*) and, in each case, any of its successors in this rating activity, and (ii) in any other case, any entity that is part of the Fitch Ratings group, which is either registered or not in accordance with the EU CRA Regulation or the UK CRA Regulation, as evidenced in the latest update of the list published by ESMA or FCA, as the case may be, or any other applicable regulation.

Further Securitisation has the meaning ascribed to it in Condition 4(o) (*Further securitisations and corporate existence*).

IGA means each intergovernmental agreement entered into between the United States and other relevant jurisdictions to facilitate the implementation of FATCA.

Indemnity means the amount due by an Insurance Company to Fides or, following the assignment of the Receivables, to the Issuer after the occurrence of a Job Damage and/or Life Damage, pursuant to the terms and conditions of the relevant Insurance Company.

Individual Purchase Price means, in respect of each Receivable, the aggregate of (i) the sum of all Principal Components falling due after the Valuation Date, calculated as at the Valuation Date, and (ii) the relevant Interest Accrual, calculated as at the Valuation Date.

Instalment means each instalment due by a Debtor under a Loan Agreement pursuant to the relevant Amortisation Plan, including a Principal Component and an Interest Component, it being understood that the insurance premia relating to the Insurance Policies are borne by Fides and are not included in the Instalment.

Insurance Companies means the insurance companies which have issued the Insurance Policies.

Insurance Policies means, with reference to each Loan, the insurance policies issued by the Insurance Companies for the benefit of Fides on the basis of the relevant agreements and/or in the form of a collective policy relating to several Loans, to cover certain risks associated with the relevant Borrower, whose rights and claims are included in the Receivables assigned to the Issuer pursuant to the Transfer Agreement.

Intercreditor Agreement means the intercreditor agreement entered into on or about the Issue Date between the Issuer, the Quotaholder, the Representative of the Noteholders (acting for itself and on behalf of the Noteholders), the Other Issuer Creditors and the Reporting Entity, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Interest Accrual means, in respect of the Receivables comprised in the Portfolio, the amount of interest accrued but not yet due up to (and including) the Valuation Date.

Interest Amount has the meaning ascribed to such term in Condition 5(f) (*Interest and Class J Variable Return - Calculation of Interest Amount, Aggregate Interest Amount and Class J Variable Return*).

Interest Component means, in relation to each Loan, the interest component of each Instalment.

Interest Determination Date means the 2nd (second) Business Day immediately preceding the beginning of the relevant Interest Period.

Interest Period means each period from (and including) a Payment Date to (but excluding) the immediately following Payment Date, provided that the first Interest Period will commence on (and include) the Issue Date and end on (but exclude) the Payment Date falling in January 2023.

Issue Date means the date falling on 23 November 2022, on which the Notes will be issued.

Issuer means Coppedè SPV S.r.l., a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated under the laws of the Republic of Italy, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 05352460264, quota capital of Euro 10,000 fully paid-up, enrolled with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 7 June 2017 under no. 35955.4, having as its sole corporate object the realisation of securitisation transactions pursuant to the Securitisation Law.

Issuer Available Funds means, with reference to each Payment Date, the aggregate (without double counting) of:

(a) all Collections received or recovered by the Issuer in respect of the Portfolio in relation to the immediately preceding Collection Period;

(b) any other amount received by the Issuer in respect of the Portfolio in relation to the immediately preceding Collection Period (including any proceeds deriving from the repurchase by the Originator of individual Receivables pursuant to the Transfer Agreement and any amount paid by the Originator to the Issuer pursuant to the Warranty and Indemnity Agreement, but excluding, for the avoidance of doubt, any sum erroneously transferred to the Issuer pursuant to the Servicing Agreement, as well as any sum recovered by the Issuer from third parties after receipt of any payment from the Originator pursuant to the Warranty and Indemnity Agreement);

(c) all amounts payable to the Issuer under or in relation to the Swap Agreement in respect of such Payment Date (other than any early termination amount or Replacement Swap Premium and any Swap Collateral, Swap Tax Credits, Excess Swap Collateral, or any other amount standing to the credit of the Swap Cash Collateral Account);

(d) notwithstanding item (c) above, (i) any early termination amount received from the Swap Counterparty in excess of the amount required and applied by the Issuer to enter into one or more replacement swap agreements, and (ii) any Replacement Swap Premium received from a replacement Swap Counterparty in excess of the amount required and applied to pay the outgoing Swap Counterparty;

(e) all amounts on account of interest, premium or other profit received (net of any withholding or deduction on account of tax), up to the immediately preceding Eligible Investments Maturity Date, from any Eligible Investments made in accordance with the Agency and Accounts Agreement using funds standing to the credit of the Collection Account and the Cash Reserve Account in relation to the immediately preceding Collection Period;

(f) the Cash Reserve Amount as at the immediately preceding Payment Date (after making payments due under the Pre-Acceleration Priority of Payments on that Payment Date) or, in respect of the first Payment Date, the Cash Reserve Initial Amount;

(g) all amounts of interest accrued (net of any withholding or expenses, if due) and paid on the Collection Account, the Cash Reserve Account and the Payments Account during the immediately preceding Collection Period;

(h) any amount credited to the Collection Account pursuant to item (xiii) (*thirteenth*) of the Pre-Acceleration Priority of Payments or (xii) (*twelfth*) of the Post-Acceleration Priority of Payments (as the case may be) on any preceding Payment Date;

(i) the proceeds deriving from the sale, if any, of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of early redemption of the Notes pursuant to Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*);

(j) the Issuer Available Funds relating to the immediately preceding Payment Date, to the extent not applied in full on that Payment Date due to the failure of the Servicer to deliver the Servicer's Report in a timely manner;

(k) any other amount received by the Issuer from any Transaction Party pursuant to the Transaction Documents in relation to the immediately preceding Collection Period and not already included in any of the other items of this definition of Issuer Available Funds,

provided that, prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption at the option of the Issuer*), if the Servicer fails to deliver the Servicer's Report to the Calculation Agent by the relevant Servicer's Report Date (or such later date as may be agreed between the Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), the Issuer Available Funds in respect of the relevant Payment Date shall be limited to the amounts necessary to pay interest on the Senior Notes and any amounts ranking in priority thereto under the Pre-Acceleration Priority of Payments.

Issuer Creditors means, collectively, the Noteholders and the Other Issuer Creditors.

Issuer Insolvency Event means, in respect of the Issuer, any of the following events:

(a) an order is made or an effective resolution is passed for the winding up of the Issuer or any of the events under article 2484 of the Italian civil code occurs; or

(b) an insolvency proceeding has been instituted against the Issuer under applicable laws and such proceeding is not, in the opinion of the Representative of the Noteholders, being disputed in good faith with a reasonable prospect of success; or

(c) the Issuer takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with, or for the benefit of, its creditors (other than the Issuer Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it, or it applies for or consents to the suspension of payments or an administrator, administrative receiver or liquidator or other similar official of the Issuer being appointed over or in respect of the whole or any part of the undertaking, assets and/or revenues of the Issuer or an encumbrancer taking possession of the whole or any substantial part of the undertaking or assets of the Issuer.

Issuer Transaction Security means the security created or purported to be created pursuant to the Deed of Charge and any other security which may be created or purported to be created pursuant to the Intercreditor Agreement.

Job Damage means each event related and/or connected to the employment relationship of a Borrower (*sinistro impiego*) covered under the relevant Insurance Policy, upon occurrence of which the relevant Insurance Company shall pay an Indemnity to Fides or, following the assignment of the Receivables, to the Issuer in accordance with the terms and conditions of such Insurance Policy.

Junior Noteholders means the Class J Noteholders.

Junior Notes means the Class J Notes.

Junior Notes Subscriber means Fides.

Junior Notes Subscription Agreement means the subscription agreement relating to the Junior Notes entered into on or about the Issue Date between the Issuer, the Representative of the Noteholders and the Junior Notes Subscriber, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto

Late Instalment means, in relation to a Loan, an Instalment overdue and unpaid for at least 32 consecutive days in respect of which each of the following components set out in the Delegated Regulation (EU) 171/2018 have been exceeded:

(a) the amount of the Instalment is greater than Euro 100 (*componente assoluta*); and

(b) the ratio between the Instalment and all the positions recorded in the financial statements towards the same Debtor is equal to 1.00 per cent. (*componente relativa*).

Life Damage means the death of a Borrower (*sinistro vita*) covered under the relevant Insurance Policy, upon occurrence of which the relevant Insurance Company shall pay an Indemnity to Fides or, following the assignment of the Receivables, to the Issuer in accordance with the terms and conditions of such Insurance Policy.

Loan Agreements means the loan agreements entered into between the Originator and the Borrowers, under which the Originator has granted the Loans to the relevant Borrowers.

Loans means the loans granted by the Originator under the Loan Agreements, which are assisted by (i) a Salary Assignment and/or a Payment Delegation in favour of the Originator, and (ii) one or more Insurance Policies covering the risks of Life Damage and, where applicable, Job Damage.

Mediobanca means Mediobanca - Banca di Credito Finanziario S.p.A. a bank incorporated under the laws of Italy, having its registered office at Piazzetta Enrico Cuccia, 1, 20121, Milano, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi under no. 00714490158, enrolled under no. 4753 with the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act and in the register of the banking groups held by the Bank of Italy as parent company of the Mediobanca banking group.

Meeting means a meeting of Noteholders duly convened (whether originally convened or resumed following an adjournment) and held in accordance with the provisions contained in the Rules of the Organisation of the Noteholders.

Moody's means (i) for the purpose of identifying the Moody's entity which has assigned the credit rating to the Senior Notes, Moody's Investors Service España, S.A., and in each case, any successor to this rating activity, and (ii) in any other case, any entity that is part of the Moody's group, which is either registered or not in accordance with the EU CRA Regulation or the UK CRA Regulation, as evidenced in the latest update of the list published by ESMA or FCA, as the case may be, or any other applicable regulation.

Monte Titoli means Monte Titoli S.p.A., a joint stock company under the laws of the Republic of Italy, having its registered office at Piazza degli Affari 6, 20123 Milan, Italy, VAT code and enrolment with the companies' register of Milano - Monza Brianza - Lodi no. 03638780159.

Monte Titoli Account Holders means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli including any depository banks appointed by Euroclear and Clearstream.

Most Senior Class of Notes means (i) until redemption in full of the Class A Notes, the Class A Notes; or (ii) following redemption in full of the Class A Notes, the Class J Notes.

Noteholders means, collectively, the Senior Noteholders and the Junior Noteholders.

Notes means, collectively, the Senior Notes and the Junior Notes.

Organisation of the Noteholders means the association of the Noteholders, organised pursuant to the Rules of the Organisation of the Noteholders.

Originator means Fides.

Other Issuer Creditors means the Originator, the Servicer, the Back-up Servicer Facilitator, the Representative of the Noteholders, the Calculation Agent, the Corporate Servicer, the Stichting Corporate Services Provider, the Swap Counterparty, the Account Bank, the Paying Agent, the Arranger, the Senior Notes Subscriber, the Junior Notes Subscriber and any other entity which may accede to the Intercreditor Agreement from time to time.

Outstanding Principal means, with reference to any given date and in relation to any Receivable, the aggregate of (i) all Principal Components falling due after that date pursuant to the relevant Loan Agreement, and (ii) all Principal Components due but unpaid as at that date.

Paying Agent means BNP or any other entity, being an Eligible Institution, acting as paying agent from time to time under the Securitisation.

Payment Date means (i) prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, 28 January, 28 April, 28 July and 28 October in each year (or, if such day is not a Business Day, the immediately following Business Day), provided that the first Payment Date will fall on 30 January 2023; or (ii) following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, any such Business Day as determined by the Representative of the Noteholders on which payments are to be made under the Securitisation.

Payment Delegation means the payment delegation issued, pursuant to the relevant Loan Agreement, by a Borrower in favour of Fides according to which the Borrower (delegator) has delegated its Employer (delegate) to retain a fixed amount of the Borrower's salary and to transfer it to Fides (delegatee) in order to repay the Loan pursuant to articles 1269 and 1723, second paragraph, of the Italian civil code and the further regulation applicable on the subject matter.

Payments Account means the Euro denominated account with IBAN IT08D0347901600000802589300, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Payments Report means the report named as such to be prepared and delivered by the Calculation Agent pursuant to the Agency and Accounts Agreement.

Portfolio means the portfolio of Receivables transferred by the Originator to the Issuer pursuant to the Transfer Agreement.

Post-Acceleration Priority of Payments means the order of priority pursuant to which the Issuer Available Funds shall be applied, in accordance with Condition 3(b) (*Post-Acceleration Priority of Payments*), following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*).

Pre-Acceleration Priority of Payments means the order of priority pursuant to which the Issuer Available Funds shall be applied, in accordance with Condition 3(a) (*Pre-Acceleration Priority of Payments*), prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*).

Principal Amount Outstanding means, with reference to any given date and in relation to any Note, the principal amount thereof upon issue, less the aggregate amount of all repayments of principal that have been made in respect of that Note prior to such date.

Principal Component means, in relation to each Loan, the principal component of each Instalment as well as any other amount other than the Interest Component (including fees, costs and expenses).

Priority of Payments means, as the case may be, the Pre-Acceleration Priority of Payments or the Post-Acceleration Priority of Payments.

Prospectus means the prospectus relating to the issuance of the Notes.

Purchase Price means the purchase price for the Portfolio, being equal to the aggregate of all the Individual Purchase Prices of the Receivables comprised in the Portfolio.

Quota Capital Account means the Euro denominated account with IBAN IT43M0326661620000014113013, opened in the name of the Issuer with Banca Finint.

Quotaholder means Stichting Lapislazzuli, a Dutch law foundation (*stichting*) incorporated under the laws of The Netherlands, having its registered office at Locatellikade 1, 1076AZ Amsterdam, The Netherlands, with Italian fiscal code no. 91051520269 and enrolled with the Chamber of Commerce in Amsterdam under no. 86538551.

Quotaholder's Agreement means the quotaholder's agreement entered into on or about the Issue Date between the Quotaholder, the Issuer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions thereof contained and including any agreement or other document expressed to be supplemental thereto.

Rate Determination Agent has the meaning ascribed to such term in Condition 5(d)(ii) (*Interest and Class J Variable Return - Fallback provisions*).

Rating Agencies means, collectively, Fitch and Moody's.

Receivables means all rights and claims of the Issuer arising out of or in connection with the Loan Agreements as at the Valuation Date, or from the Valuation Date (excluded), including without limitation:

(a) all rights and claims in relation to the Principal Components that are due after the Valuation Date;

(b) all rights and claims in relation to the payment of interest, including default interest, accrued on the Loans and not yet collected, including the Interest Accrual, as at the Valuation Date (excluded);

(c) all rights and claims in relation to the payment of interest, including default interest, on the Loans starting from the Valuation Date (included);

(d) all rights and claims in relation to the payment of any amount relating to expenses, damages, costs, penalties, taxes and ancillary expenses pursuant to the Loan Agreements;

(e) any Collateral Security assisting the Loan Agreements, as well as any right and claim to the payment of salaries, salaries, pensions and/or to the payment of any other indemnity (including sums due by way of severance pay (TFR)) due as a result of the Payment Delegation and/or Salary Assignment assisting the relevant Loan, as well as all rights and claims in relation to the Insurance Policies; and

(f) any privilege or pre-emption right, transferable pursuant to the Securitisation Law, which includes the aforementioned rights and claims, as well as any other right, claim, accessory, substantial or judicial action (including claims for damages) and challenges and exceptions related to the aforementioned rights and claims, including the right to terminate the relevant Loan Agreement due to a default (*risoluzione per inadempimento*) and the right to declare any amount under the relevant Loan Agreement immediately due and payable (*decadenza dal beneficio del termine*),

excluding Instalments which, as at the Valuation Date, are queued (*accodate*). It is also understood that the insurance premia relating to the Insurance Policies are borne by Fides and are not included in the Instalment and, consequently, are not transferred to the Issuer; therefore, the receivables arising from the reimbursement of unused accruals of the relevant insurance premia will remain attributable to Fides.

Reference Rate has the meaning ascribed to such term in Condition 5(c) (*Interest and Class J Variable Return - Rate of interest on the Notes*).

Reporting Entity means the Issuer or any other eligible person acting as reporting entity pursuant to article 7(2) of the EU Securitisation Regulation from time to time under the Securitisation as notified by the Issuer to the investors in the Notes.

Replacement Swap Premium means an amount received by the Issuer from a replacement Swap Counterparty upon entry by the Issuer into an agreement with such replacement Swap Counterparty to replace the outgoing Swap Counterparty, which shall be applied by the Issuer in accordance with the Agency and Accounts Agreement.

Representative of the Noteholders means Banca Finint or any other person acting as representative of the Noteholders from time to time under the Securitisation.

Retention Amount means (i) in respect of the Issue Date and each Payment Date (other than the last Payment Date), an amount equal to Euro 40,000; or (ii) on the last Payment Date, the amount to be determined by the Corporate Servicer as necessary to pay any known Expenses not yet paid and any Expenses falling due after such Payment Date.

Rules of the Organisation of the Noteholders or **Rules** means the rules of the Organisation of Noteholders attached as schedule 1 to these Conditions.

Salary Assignment means the assignment of the fifth of the salary and/or pension carried out, pursuant to and for the purposes of the relevant Loan Agreement, by a Debtor in favor of Fides in accordance with the provisions of Decree 180/1950.

Securities Account means the account named as such that may be opened (as directed by the Servicer) in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Securitisation means the securitisation of the Receivables made by the Issuer pursuant to the Securitisation Law through the issuance of the Notes.

Securitisation Assets means the Portfolio, the Collections, the Eligible Investments and any other rights arising in favour of the Issuer under the Transaction Documents and, more generally, in respect of the Securitisation.

Securitisation Law means Italian Law no. 130 of 30 April 1999, as amended and/or supplemented from time to time.

Securitisation Repository means 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.

Senior Noteholders means the Class A Noteholders.

Senior Notes means the Class A Notes.

Senior Notes Subscriber means Fides.

Senior Notes Subscription Agreement means the subscription agreement relating to the Senior Notes entered into on or about the Issue Date between the Issuer, the Representative of the Noteholders, the Arranger, the Senior Notes Subscriber and the Originator, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Servicer means Fides or any other entity acting as servicer from time to time under the Securitisation.

Servicer's Report means the report named as such to be prepared and delivered by the Servicer pursuant to the Servicing Agreement.

Servicer's Report Date means the 7th (seventh) Business Day following each Collection End Date, provided that the first Servicer's Report Date will fall on 11 January 2023.

Servicing Agreement means the servicing agreement entered into on 13 October 2022 between the Issuer and the Servicer, as from time to time further modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Specified Event means, with respect to the rights of the Issuer under a Transaction Document, the combination of:

(a) the Issuer's failure to exercise or enforce any of the rights, entitlements or remedies, to exercise any authorities or powers, to give any direction or make any determination which may be available to the Issuer under such Transaction Document; and

(b) the expiry of 15 (fifteen) Business Days after the date on which the Representative of the Noteholders shall have given notice to the Issuer requiring the Issuer to exercise or enforce any such rights, entitlements or remedies, to exercise any such authorities or powers, to give any such direction or to make any such determination.

Stichting Corporate Services Agreement means the stichting corporate services agreement entered into on or about the Issue Date between the Issuer, the Quotaholder and the Stichting Corporate Services Provider, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Stichting Corporate Services Provider means Wilmington Trust or any other entity acting as stichting corporate services provider from time to time under the Securitisation.

STS means simple, transparent and standardised within the meaning of article 18 of the EU Securitisation Regulation.

Subordinated Swap Amounts means any termination amount payable by the Issuer to the Swap Counterparty under the Swap Agreement as a result of either (i) an Event of Default (as defined in the Swap Agreement) where the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement); or (ii) an Additional Termination Event (as defined in the Swap Agreement) which occurs as a result of the failure of the Swap Counterparty to comply with the requirements of a rating downgrade provision set out under the Swap Agreement.

Subscription Agreements means, collectively, the Senior Notes Subscription Agreement and the Junior Notes Subscription Agreement.

Swap Agreement means the swap agreement entered into on or about the Issue Date between the Issuer and the Swap Counterparty in the form of an International Swaps and Derivatives Association 1992 Master Agreement (Multicurrency - Cross Border), together with the relevant Schedule, Credit Support Annex and confirmations thereunder, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Swap Cash Collateral Account means the Euro denominated account with IBAN IT 87 I 03479 01600 000802589305, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Swap Collateral means an amount equal to the value of the collateral (or the applicable part of any collateral) provided by the Swap Counterparty to the Issuer in respect of the Swap Counterparty's obligations to transfer collateral to the Issuer under the Swap Agreement, which, for the avoidance of doubt, shall include any amount of interest credited to the Swap Cash Collateral Account.

Swap Collateral Accounts means the Swap Cash Collateral Account and the Swap Securities Collateral Account (if any).

Swap Counterparty means BNP Paribas or any other eligible entity acting as swap counterparty from time to time under the Securitisation.

Swap Counterparty Entrenched Rights means any of the following matters:

(a) any amendment to any Priority of Payments;

(b) the approval of any proposed Alternative Base Rate determined by the Rate Determination Agent on the basis of Condition 5(d)(iv)(C);

(c) any Resolution by the Noteholders and/or amendment to any Transaction Document if such amendment(s) would have the effect (i) to change the timing of the payments to the Swap Counterparty, or (ii) that the Swap Counterparty would be reasonably required to pay more or receive less than would otherwise have been the case immediately prior to such amendment or otherwise negatively impact the position of the Swap Counterparty;

(d) any amendment to paragraph 27(d) (*Swap Counterparty Entrenched Rights*) of the Rules of the Organisation of the Noteholders; or

(e) any amendment to this definition.

Swap Securities Collateral Account means the account named as such that may be opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Swap Tax Credit means any credit, allowance, set-off or repayment received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Swap Counterparty to the Issuer, the amounts of which shall be applied by the Issuer in accordance with the Agency and Accounts Agreement.

Target Amortisation Amount means, in respect of any Payment Date, an amount calculated in accordance with the following formula:

A + J – CP

Where:

A = the Principal Amount Outstanding of the Class A Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class A Notes upon issue);

J = the Principal Amount Outstanding of the Class J Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class J Notes upon issue); and

CP = the Collateral Portfolio Outstanding Principal on the last day of the immediately preceding Collection Period.

Tax means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or any political sub-division thereof or any authority thereof or therein.

Tax or Illegality Event has the meaning ascribed to such term in Condition 6(d) (*Early redemption for Tax or Illegality Event*).

Transaction Documents means the Transfer Agreement, the Servicing Agreement, the Warranty and Indemnity Agreement, the Corporate Services Agreement, the Intercreditor Agreement, the Agency

and Accounts Agreement, the Quotaholder's Agreement, the Stichting Corporate Services Agreement, the Subscription Agreements, the Swap Agreement, the Deed of Charge and any other agreement, deed or documents which may be entered into by the Issuer under the Securitisation from time to time.

Transaction Party means any party to the Transaction Documents (other than the Issuer).

Transfer Agreement means the transfer agreement entered into on 13 October 2022 between the Originator and the Issuer, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Transfer Date means, in relation to the Portfolio, the date from which the transfer thereof has legal effects, being 13 October 2022.

Trigger Event has the meaning ascribed to such term in Condition 9(a) (*Trigger Events*).

Trigger Notice means the notice described in Condition 9(b) (*Delivery of a Trigger Notice*).

Valuation Date means, in relation to the Portfolio, the date from which the transfer thereof has economic effects, being 23:59 of 8 October 2022.

VAT means the Italian value added tax (*IVA*) provided for in Italian Presidential Decree no. 633 of 26 October 1972, as amended, supplemented and/or replaced from time to time, and any law or regulation supplemental thereto.

Warranty and Indemnity Agreement means the warranty and indemnity agreement entered into on 13 October 2022 between the Originator and the Issuer and including any agreement or other document expressed to be supplemental thereto.

Wilmington Trust means Wilmington Trust SP Services (London) Limited, a private limited liability company incorporated under the laws of England and Wales, having its registered office at Third Floor, 1 King's Arms Yard, London EC2R 7AF, United Kingdom, enrolment with the Trade Register of the Chamber of Commerce of England and Wales under no. 02548079.

1. Form, denomination and title

(a) *Form*

The Notes will be issued in dematerialised form (*in forma dematerializzata*) on behalf of the ultimate owners, until redemption and/or cancellation thereof, through Monte Titoli for the account of the relevant Monte Titoli Account Holders. Monte Titoli will act as depository for Clearstream and Euroclear in accordance with article 83-*bis* of the Consolidated Financial Act, through the authorised institutions listed in article 83-*quarter* of the Consolidated Financial Act.

(b) *Denomination*

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

(c) *Title*

Title to the Notes will at all times be evidenced by book-entries in accordance with the provisions of (i) article 83-*bis* of the Consolidated Financial Act, and (ii) the CONSOB and

Bank of Italy Joint Resolution. No physical document of title will be issued in respect of the Notes.

(d) *Holder Absolute Owner*

Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Representative of the Noteholders and the Paying Agent may (to the fullest extent permitted by applicable laws) deem and treat the Monte Titoli Account Holder, whose account is at the relevant time credited with a Note, as the absolute owner of such Note for all purposes (whether or not the Note shall be overdue and notwithstanding any notice to the contrary, any notice of ownership or writing on the Note or any notice of any previous loss or theft of the Note) and shall not be liable for doing so.

2. Status, segregation and ranking

(a) *Status*

The Notes will constitute direct and limited recourse obligations solely of the Issuer backed by the Portfolio and the other Securitisation Assets. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by, any person except the Issuer and no person other than the Issuer will be liable in respect of any failure by the Issuer to make payment of any amount due on the Notes. The Noteholders acknowledge that the limited recourse nature of the Notes produces the effects of a *contratto aleatorio* under Italian law and they accept the consequences thereof, including but not limited to, the provisions of article 1469 of the Italian civil code.

(b) *Segregation*

The Notes will benefit of the provisions of the Securitisation Law pursuant to which the Portfolio and the other Securitisation Assets will be segregated (*costituiscono patrimonio separato*) under Italian law from all other assets of the Issuer and from the assets relating to any Further Securitisation and will only be available, both before and after a winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor. The Notes will have also the benefit of the Issuer Transaction Security.

The Portfolio and the other Securitisation Assets may not be seized or attached in any form by creditors of the Issuer other than the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor until full discharge by the Issuer of its payment obligations under the Notes and/or cancellation thereof. Pursuant to the terms of the Intercreditor Agreement, the Issuer has empowered the Representative of the Noteholders, following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or a Specified Event, to exercise all the Issuer's rights, powers and discretions under the Transaction Documents taking such action in the name and on behalf of the Issuer as the Representative of the Noteholders will deem necessary to protect the interests of the Issuer, the Noteholders and the Other Issuer Creditors in respect of the Portfolio and under the Transaction Documents. Italian law governs the delegation of such power.

(c) *Ranking and subordination*

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*):

(i) in respect of the obligation of the Issuer to pay interest on the Notes;

(A) the Class A Notes will rank *pari passu* without preference or priority amongst themselves and in priority to repayment of principal on the Class A Notes up to the Class A Redemption Amount, payment of interest on the Class J Notes, repayment of principal on the Class J Notes up to the Class J Redemption Amount and payment of the Class J Variable Return (if any) on the Class J Notes; and

(B) the Class J Notes will rank pari passu without preference or priority amongst themselves and in priority to repayment of principal on the Class J Notes up to the Class J Redemption Amount and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes and repayment of principal on the Class A Notes up to the Class A Redemption Amount;

(ii) in respect of the obligation of the Issuer to pay the Class J Variable Return (if any) on the Class J Notes, the Class J Notes will rank *pari passu* without preference or priority amongst themselves, but subordinated to payment of interest on the Class A Notes, repayment of principal on the Class A Notes up to the Class A Redemption Amount, payment of interest on the Class J Notes and repayment of principal on the Class J Notes up to the Class J Redemption Amount;

(iii) in respect of the obligation of the Issuer to repay principal on the Notes:

(A) the Class A Notes will rank pari passu without preference or priority amongst themselves and in priority to payment of interest on the Class J Notes, repayment of principal on the Class J Notes up to the Class J Redemption Amount and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes; and

(B) the Class J Notes will rank pari passu without preference or priority amongst themselves and in priority to payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes, repayment of principal on the Class A Notes up to the Class A Redemption Amount and payment of interest on the Class J Notes.

Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*):

(i) in respect of the obligation of the Issuer to pay interest on the Notes:

(A) the Class A Notes will rank *pari passu* without preference or priority amongst themselves and in priority to repayment of principal on the Class A Notes up to their Principal Amount Outstanding, payment of interest on the Class J Notes, repayment of principal on the Class J Notes up to their Principal Amount Outstanding and payment of the Class J Variable Return (if any) on the Class J Notes; and

(B) the Class J Notes will rank *pari passu* without preference or priority amongst themselves and in priority to repayment of principal on the Class J Notes up to their Principal Amount Outstanding and payment of the Class J Variable

Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes and repayment of principal on the Class A Notes up to their Principal Amount Outstanding;

(ii) in respect of the obligation of the Issuer to pay the Class J Variable Return (if any) on the Class J Notes, the Class J Notes will rank pari passu without preference or priority amongst themselves, but subordinated to payment of interest on the Class A Notes, repayment of principal on the Class A Notes up to their Principal Amount Outstanding, payment of interest on the Class J Notes and repayment of principal on the Class J Notes up to their Principal Amount Outstanding;

(iii) in respect of the obligation of the Issuer to repay principal on the Notes:

(A) the Class A Notes will rank pari passu without preference or priority amongst themselves and in priority to payment of interest on the Class J Notes, repayment of principal on the Class J Notes up to their Principal Amount Outstanding and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes; and

(B) the Class J Notes will rank pari passu without preference or priority amongst themselves and in priority to payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes, repayment of principal on the Class A Notes up to their Principal Amount Outstanding and payment of interest on the Class J Notes.

The rights of the Noteholders in respect of priority of payment of interest and principal on the Notes, as well as payment of the Class J Variable Return (if any) on the Class J Notes, are set out in Condition 3(a) (*Priority of Payments - Pre-Acceleration Priority of Payments*) or Condition 3(b) (*Priority of Payments - Post-Acceleration Priority of Payments*), as the case may be, and are subject to the provisions of the Intercreditor Agreement and subordinated to certain prior ranking amounts due by the Issuer as set out therein.

The Intercreditor Agreement and the Rules of the Organisation of the Noteholders contain provisions regarding the protection of the respective interests of all Noteholders in connection with the exercise of the powers, authorities, rights, duties and discretions of the Representative of the Noteholders under or in relation to the Notes or any of the Transaction Documents. Without prejudice to the provisions of the Rules of the Organisation of the Noteholders concerning the Basic Terms Modifications, if, however, in the opinion of the Representative of the Noteholders, there is a conflict between the interests of the Class A Noteholders and the interests of Class J Noteholders, the Representative of the Noteholders is required under the Rules of the Organisation of the Noteholders to have regard only to the interests of the Class A Noteholders.

3. Priority of Payments

(a) *Pre-Acceleration Priority of Payments*

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the Issuer Available Funds shall be applied, on each Payment Date, in making the following payments in the following order of priority (in each case, only if and to the extent that payments of a higher priority have been made in full):

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

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

(iii) *third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders;

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

(v) *fifth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all amounts (if any) due and payable to the Swap Counterparty under the Swap Agreement (but excluding any Subordinated Swap Amounts);

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

(vii) *seventh*, to credit to the Cash Reserve Account an amount necessary to bring the Cash Reserve Amount up to (but not exceeding) the Cash Reserve Required Amount;

(viii) *eighth*, to repay, *pari passu* and *pro rata*, the Class A Redemption Amount due and payable on the Class A Notes;

(ix) *ninth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Subordinated Swap Amounts due and payable to the Swap Counterparty;

(x) *tenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any indemnities due and payable to the Arranger pursuant to the Senior Notes Subscription Agreement;

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

(xii) *twelfth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class J Notes;

(xiii) *thirteenth*, following redemption in full of the Class A Notes, to repay, *pari passu* and *pro rata*, the Class J Redemption Amount due and payable on the Class J Notes (in the case of all Payment Dates other than the Cancellation Date, up to an amount that makes the aggregate Principal Amount Outstanding of all the Class J Notes not lower than Euro 1,000, provided that an amount equal to the principal amount not redeemed as a consequence of this limitation will be credited to the Collection Account); and

(xiv) *fourteenth*, to pay, *pari passu* and *pro rata*, the Class J Variable Return (if any) on the Class J Notes.

(b) *Post-Acceleration Priority of Payments*

Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the Issuer Available Funds shall be applied, on each Payment Date, in making the following payments in the following order of priority (in each case, only if and to the extent that payments of a higher priority have been made in full):

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

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

(iii) *third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all fees, costs and expenses of, and all other amounts due and payable to, the Representative of the Noteholders;

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

(v) *fifth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all amounts (if any) due and payable to the Swap Counterparty under the Swap Agreement (but excluding any Subordinated Swap Amounts);

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

(vii) *seventh*, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class A Notes;

(viii) *eighth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any Subordinated Swap Amounts due and payable to the Swap Counterparty;

(ix) *ninth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any indemnities due and payable to the Arranger pursuant to the Senior Notes Subscription Agreement;

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

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

(xii) *twelfth*, following redemption in full of the Class A Notes, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class J Notes (in the case of all Payment Dates other than the Cancellation Date, up to an amount that makes the aggregate Principal Amount Outstanding of all the Class J Notes not lower than Euro 1,000, provided that an amount equal to the principal amount not redeemed as a consequence of this limitation will be credited to the Collection Account); and

(xiii) *thirteenth*, to pay, *pari passu* and *pro rata*, the Class J Variable Return (if any) on the Class J Notes.

(c) *Deferral under the applicable Priority of Payments*

Without prejudice to the provisions contained in these Conditions relating to payments in respect of the Senior Notes and any amounts ranking in priority thereto, in the event and to the extent that the Issuer Available Funds available to the Issuer in accordance with the provisions of the applicable Priority of Payments are insufficient to pay any amount due and payable on any Payment Date in accordance with such Priority of Payments, such shortfall will not be payable on that Payment Date but will be deferred and become payable on the next succeeding Payment Date if, and to the extent that, the Issuer Available Funds then available to the Issuer in accordance with the applicable Priority of Payments are sufficient to pay such amount. No interest will be payable on any amount so deferred.

4. Covenants

Subject to the provisions of Condition 4(o) (Further securitisations and corporate existence) and of paragraph 27(d) (*Swap Counterparty Entrenched Rights*) of the Rules of the Organisation of the Noteholders), as long as any Note remains outstanding, the Issuer, save with the prior written consent of the Representative of the Noteholders or as provided in these Conditions or any of the Transaction Documents, shall not, nor shall cause or permit (to the extent permitted by Italian law) quotaholders' meetings to be convened, in order to:

(a) *Negative pledge*

create or permit to subsist any security interest or other encumbrance whatsoever over the Receivables, the Portfolio, the Accounts, the other Securitisation Assets or any part thereof or any of its present or future business, undertaking, assets or revenues relating to the Securitisation;

(b) *Use of assets*

use, invest, sell, transfer, exchange, factor, assign, lease, hire out, lend or dispose of, or otherwise deal with, any of the Receivables, the Portfolio, the other Securitisation Assets or any interest, right or benefit in respect of any thereof or grant any option or right to acquire the same or agree or attempt or purport to do any of the same;

(c) *Restrictions on activities*

(A) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities which the Transaction Documents provide for, or envisage that the Issuer may engage in, or any other activity necessary in connection therewith or incidental thereto;

(B) have any subsidiary or affiliate (*società controllata* or *società collegata* within the meaning of article 2359 of the Italian civil code) participations in other companies, or undertakings of any other nature or have any employees or premises; or

(C) at any time approve or agree or consent to or do, or permit to be done any act or thing whatsoever which, in the opinion of the Representative of the Noteholders, is materially prejudicial to the interests of the Noteholders or any Class thereof under the Notes or the Transaction Documents or any act or thing in relation thereto which,

in the opinion of the Representative of the Noteholders, is materially prejudicial to the interests of the Noteholders or any Class under the Transaction Documents;

(d) *Dividends or distributions*

pay any dividend or make any other distribution or repayment to its Quotaholder, issue any further quotas or otherwise increase its equity capital other than when so required by applicable law;

(e) *Borrowings*

create, incur or permit to subsist any indebtedness whatsoever in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness or of any obligation of any person;

(f) *Derivatives*

enter into derivative contracts save for the Swap Agreement or as otherwise expressly permitted by article 21(2) of the EU Securitisation Regulation;

(g) *Merger*

consolidate or merge with any other person or convey or transfer any of its assets substantially as an entirety to any other person;

(h) *Waiver or consent*

(i) permit any of the Transaction Documents to which it is a party to become invalid or ineffective; or (ii) consent to any variation of, or exercise any powers of consent or waiver pursuant to the terms of, any Transaction Documents; or (iii) permit any party to any Transaction Document to be released from its obligations;

(i) *Bank accounts*

have an interest in any bank account other than the Accounts and the Quota Capital Account;

(j) *Statutory documents*

amend, supplement or otherwise modify its by-laws (*statuto*) or deed of incorporation (*atto costitutivo*), except where such amendment, supplement or modification is required by any provision of law or regulation or by any regulatory authority having jurisdiction over it;

(k) *Separateness*

permit or consent to any of the following occurring:

(A) its books and records relating to the Securitisation being maintained with or comingled with those of any other person or entity or those of a different securitisation performed by the Issuer;

(B) its bank accounts relating to the Securitisation and the debts represented thereby being co-mingled with those of any other person or entity or those of a different securitisation performed by the Issuer;

(C) its assets or revenues relating to the Securitisation being comingled with those of any other person or entity or those of a different securitisation performed by the Issuer; or

(D) its business being conducted other than in its own name;

and, in addition and without limitation to the above, the Issuer shall or shall procure that, with respect to itself:

(E) separate financial statements in relation to its financial affairs and the Securitisation are maintained;

(F) all corporate formalities with respect to its affairs are observed in compliance with the Securitisation Law;

(G) separate stationery, invoices and cheques are used in respect of the Securitisation;

(H) it always holds itself out as a separate entity; and

(I) any known misunderstandings regarding its separate identity are corrected as soon as possible;

(l) *Residency and centre of main interest*

become resident, including without limitation for tax purposes, in any country outside Italy or cease to be managed and administered in Italy or cease to have its "centre of main interests" (as such term is defined in the EU Insolvency Regulation) in Italy; or

(m) *De-registrations*

ask for de-registration from the register of special purpose vehicles (*elenco delle società veicolo*) held by the Bank of Italy under article 4 of the Bank of Italy's regulation dated 7 June 2017, for as long as the Securitisation Law, the Consolidated Banking Act or any other applicable law or regulation requires companies incorporated pursuant to the Securitisation Law to be registered thereon; or

(n) *Compliance with applicable law and corporate formalities*

cease to comply with any applicable law or regulation or any necessary corporate formalities.

(o) *Further securitisations and corporate existence*

None of the covenants in Condition 4 above shall prohibit the Issuer from:

(i) acquiring, or financing pursuant to article 7 of the Securitisation Law, by way of separate transactions unrelated to the Securitisation (the **Further Securitisations**), further receivables or portfolios of receivables of any kind (the **Further Portfolios**);

(ii) securitising such Further Portfolios through the issue of further debt securities (the **Further Notes**);

(iii) entering into agreements and transactions that are incidental to or necessary in connection with such Further Securitisation including, *inter alia*, the ring-fencing or the granting of security over such Further Portfolios and any right, benefit, agreement, instrument, document or other asset of the Issuer relating thereto to secure such Further Notes (the **Further Security**), provided that:

(A) the Issuer confirms in writing to the Representative of the Noteholders that the terms and conditions of the Further Notes contain provisions to the effect that the obligations of the Issuer whether in respect of interest, principal, premium or other amounts in respect of such Further Notes, are limited recourse obligations of the Issuer, limited to some or all of the assets comprised in such Further Security;

(B) the Issuer confirms in writing to the Representative of the Noteholders that each party to such Further Securitisation agrees and acknowledges that the obligations of the Issuer to such party in connection with such Further Securitisation are limited recourse obligations of the Issuer, limited to some or all of the assets comprised in such Further Security and that each creditor in respect of such Further Securitisation or the representative of the holders of such Further Notes has agreed to limitations on its ability to take action against the Issuer, including in respect of insolvency proceedings relating to the Issuer, on terms in all significant respects equivalent to those contained in the Intercreditor Agreement;

(C) the Issuer confirms in writing to the Representative of the Noteholders that the terms and conditions of such Further Notes will include:

I covenants by the Issuer in all significant respects equivalent to those covenants provided in Condition 4(a) (*Covenants - Covenants by the Issuer*) above; and

II provisions which are the same as or, in the sole discretion of the Representative of the Noteholders, equivalent to this provision; and

(D) the Representative of the Noteholders is satisfied that the provisions of paragraphs from (A) to (C) above have been satisfied;

(E) the Rating Agencies have been notified of the intention to carry out such Further Securitisation and have received confirmation from the Issuer that the transaction documents of the Further Securitisation contain provisions to the effect that the obligations of the Issuer in respect of such Further Securitisation are limited recourse obligations of the Issuer and contain limitations on the right of the noteholders and of each person which is a party to any transaction document in connection with such Further Securitisation to take action against the Issuer.

In giving any consent to the foregoing, the Representative of the Noteholders may require the Issuer to make such modifications or additions to the provisions of any of the Transaction Documents (as may itself consent thereto on behalf of the Noteholders) or may impose such other conditions or requirements as the Representative of the Noteholders may deem expedient (in its absolute discretion) in the interests of the Noteholders and may rely on any written confirmation from the Issuer as to the matters contained therein;

(iv) carrying out any activity which is incidental to maintaining its corporate existence and complying with laws and regulations applicable to it.

5. Interest and Class J Variable Return

(a) *Interest, Payment Dates and Interest Periods*

Each Note will bear interest on its Principal Amount Outstanding from (and including) the Issue Date until final redemption and/or cancellation as provided for in Condition 6 (*Redemption, purchase and cancellation*) and subject to paragraph (b) (*Termination of interest*) below.

Interest on the Notes will accrue on a daily basis and will be payable in Euro in arrear by reference to successive Interest Periods on each date falling (i) prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, on 28 January, 28 April, 28 July and 28 October in each year (or, if such day is not a Business Day, the immediately following Business Day), or (ii) following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, on any such Business Day as determined by the Representative of the Noteholders on which payments are to be made under the Securitisation (each, a **Payment Date**), in each case in accordance with the applicable Priority of Payments. The first payment of interest on the Notes will be due on the Payment Date falling on 30 January 2023 in respect of the Interest Period from (and including) the Issue Date up to (but excluding) such Payment Date.

(b) *Termination of interest*

Each Note shall cease to bear interest from (and including) its due date for redemption, unless payment of principal due is improperly withheld or refused or default is otherwise made in respect of payment thereof, in which case it will continue to bear interest in accordance with this Condition 5 until the date on which all amounts due in respect of such Note up to that date are received by or on behalf of the relevant Noteholder.

(c) *Rate of interest on the Notes*

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

(i) in respect of the Class A Notes, a floating rate equal to EURIBOR, plus a margin of 1.30 per cent. per annum;

(ii) in respect of the Class J Notes, a fixed rate equal to 2.00 per cent. per annum.

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

For the purpose of these Conditions, **EURIBOR** means, in respect of the Class A Notes, the Euro-Zone inter-bank offered rate for three months Euro deposits which appears on:

(i) both prior to and, to the extent that the Representative of the Noteholders does not designate a different Business Day as a Payment Date, following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event and in respect of each Interest Period, the rate offered in the Euro-Zone interbank market for three-month deposits in euro (except in respect of the first Interest Period where an interpolated interest rate based on interest rates for 1 and 3 month Euro deposits will be substituted for 3-month Euro deposits) which appears on the Reuters-Euribor01 page or (A) such other page as may replace the Reuters-Euribor01 page on that service for the purpose of displaying such information or (B) if that service ceases to display such information, such page as displays such information on such equivalent service (or, if more than one, that one which is approved by the Representative of the

Noteholders) as may replace the Reuters-Euribor01 page (the **Screen Rate**) at or about 11.00 a.m. (Brussels time) on the Interest Determination Date falling immediately before the beginning of such Interest Period; or

(ii) following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event and to the extent that the Representative of the Noteholders has designated a different Business Day as a Payment Date, and in respect of each Interest Period, the rate offered in the Euro-Zone interbank market for deposits in Euro applicable in respect of such Interest Period which appears on the Screen Rate nominated and notified by the Paying Agent for such purpose or, if necessary, the relevant linear interpolation, as determined by the Paying Agent in accordance with the Agency and Accounts Agreement at or about 11.00 a.m. (Brussels time) on the Interest Determination Date which falls immediately before the beginning of the relevant Interest Period,

provided that, if the Screen Rate is unavailable at such time for Euro deposits for the relevant period, then the rate for any relevant period (the **Reference Rate**) shall be determined in accordance with paragraph (d) (*Fallback provisions*) below.

(d) *Fallback provisions*

(i) Notwithstanding anything to the contrary, including paragraph (c) (Rate of interest on the Notes) above, the following provisions will apply if the Issuer (through the Paying Agent) determines that any of the following events (each a **Base Rate Modification Event**) has occurred:

(A) a material disruption to EURIBOR, an adverse change in the methodology of calculating EURIBOR or EURIBOR ceasing to exist or to be published;

(B) the insolvency or cessation of business of the EURIBOR administrator (in circumstances where no successor EURIBOR administrator has been appointed);

(C) a public statement by the EURIBOR administrator that it will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of Euribor or will be changed in an adverse manner);

(D) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;

(E) a public statement by the supervisor of the EURIBOR administrator which means that EURIBOR may no longer be used or that its use is subject to restrictions or adverse consequences;

(F) a public announcement of the permanent or indefinite discontinuity of EURIBOR as it applies to the Senior Notes; or

(G) the reasonable expectation of the Issuer that any of the events specified in sub-paragraphs (A), (B), (C), (D), (E) or (F) will occur or exist within 6 (six) months of the proposed effective date of such Base Rate Modification.

(ii) Following the occurrence of a Base Rate Modification Event, the Issuer will inform the Originator and the Representative of the Noteholders of the same and will appoint a rate determination agent to carry out the tasks referred to in this Condition 5(d) (the **Rate Determination Agent**).

(iii) The Rate Determination Agent shall determine an alternative base rate (the **Alternative Base Rate**) to be substituted for EURIBOR as the Reference Rate of the Senior Notes and those amendments to these Conditions and the Transaction Documents to be made by the Issuer as are necessary or advisable to facilitate such change (the **Base Rate Modification**), provided that no such Base Rate Modification will be made unless the Rate Determination Agent has determined and confirmed to the Representative of the Noteholders in writing (such certificate, a **Base Rate Modification Certificate**) that:

(A) such Base Rate Modification is being undertaken due to the occurrence of a Base Rate Modification Event and, in each case, such modification is required solely for such purpose and it has been drafted solely to such effect; and

(B) such Alternative Base Rate is:

I a base rate published, endorsed, approved or recognised by the relevant regulatory authority or any stock exchange on which the Senior Notes are listed or any relevant committee or other body established, sponsored or approved by any of the foregoing;

II a base rate utilised in a material number of publicly-listed new issues of Euro denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification;

III a base rate utilised in a publicly-listed new issue of Euro denominated asset backed floating rate notes where the originator of the relevant assets is Fides or an affiliate of Fides; or

IV such other base rate as the Rate Determination Agent reasonably determines (and in relation to which the Rate Determination Agent has provided reasonable justification of its determination to the Issuer and the Representative of the Noteholders),

provided that, for the avoidance of doubt (x) in each case, the change to the Alternative Base Rate will not be materially prejudicial to the interest of the Noteholders; and (y) for the avoidance of doubt, the Issuer may propose an Alternative Base Rate on more than one occasion provided that the conditions set out in this paragraph (iii) are satisfied.

(iv) It is a condition to any such Base Rate Modification that:

(A) the Originator pays (or arranges for the payment of) all fees, costs and expenses (including legal fees) properly incurred by the Issuer and each other applicable party including, without limitation, any of the agents to the Issuer, in connection with such modifications. For the avoidance of doubt, such costs shall not include any amount in respect of any reduction in the interest payable to a Noteholder or any change in the amount due to the Swap

Counterparty or any change in the mark-to-market value of the Swap Agreement;

(B) with respect to each Rating Agency, the Issuer has notified such Rating Agency of the proposed modification and the relevant modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to the Senior Notes by such Rating Agency or (y) such Rating Agency placing the Senior Notes on rating watch negative (or equivalent);

(C) the Swap Counterparty has approved the proposed Alternative Base Rate determined by the Rate Determination Agent on the basis of paragraph (iii) above; and

(D) the Issuer provides at least 30 (thirty) days' prior written notice to the Senior Noteholders of the proposed Base Rate Modification. If the proposed Alternative Base Rate is determined by the Rate Determination Agent on the basis of paragraph (iii) above and if the Senior Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Senior Notes have notified the Issuer in accordance with the notice provided above and the then current practice of any applicable clearing system through which the Senior Notes may be held within the notification period referred to above that they object to the proposed Base Rate Modification, then such modification will not be made unless a resolution of the holders of the Senior Notes is passed in favour of such modification in accordance with these Conditions by the holders of the Senior Notes representing at least the majority of the then Principal Amount Outstanding of the Senior Notes.

When implementing any modification pursuant to this Condition 5(d), the Rate Determination Agent and the Issuer shall act in good faith and (in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*)), shall have no responsibility whatsoever to the Issuer (in the case of the Rate Determination Agent) or the Senior Noteholders or any other party (in the case of the Rate Determination Agent or the Issuer).

(v) If a Base Rate Modification is not made as a result of the application of paragraph (iii) above, and for so long as the Issuer considers that a Base Rate Modification Event is continuing, the Issuer may or, upon request of the Originator, must, initiate the procedure for a Base Rate Modification as set out in this Condition 5(d).

(vi) Any modification pursuant to this Condition 5(d) must comply with the rules of any stock exchange on which the Senior Notes are from time to time listed or admitted to trading and may be made on more than one occasion.

(vii) As long as a Base Rate Modification is not deemed final and binding in accordance with this Condition 5(d), the Reference Rate applicable to the Senior Notes will be equal to the last Reference Rate available on the relevant applicable screen rate pursuant to paragraph (a) above.

(viii) Any Base Rate Modification shall be notified by the Issuer to the Paying Agent at least 10 (ten) Business Days prior to the first applicable Interest Determination Date.

This Condition 5(d) shall be without prejudice to the application of any higher interest under applicable mandatory law.

(e) *Class J Variable Return*

In addition, a variable return may or may not be payable on the Class J Notes (the **Class J Variable Return**) in Euro on each Payment Date, in accordance with the applicable Priority of Payments.

On each Payment Date, the Class J Variable Return will be equal to any Issuer Available Funds remaining after making payments under items (i) (*first*) to (xiii) (*thirteenth*) (inclusive) of the Pre-Acceleration Priority of Payments or under items (i) (*first*) to (xii) (*twelfth*) (inclusive) of the Post-Acceleration Priority of Payments, as the case may be, and may be equal to 0 (zero).

(f) *Calculation of Interest Amount, Aggregate Interest Amount and Class J Variable Return*

On each Interest Determination Date, the Paying Agent shall determine the Rate of Interest applicable to the Senior Notes and the amount of interest in Euro payable on each Note of each Class (the **Interest Amount**) and on the aggregate number of Notes of each Class (the **Aggregate Interest Amount**), in each case in respect of the relevant Interest Period. The Interest Amount payable on each such Note in respect of any Interest Period shall be calculated by (A) applying the relevant Rate of Interest to the Principal Amount Outstanding of that Note on the Payment Date (or, in the case of the first Interest Period, the Issue Date) at the commencement of such Interest Period (after deducting therefrom any amount of principal due on that Payment Date (whether or not paid)); (B) multiplying the product of such calculation by the actual number of days in the relevant Interest Period; (C) dividing that amount by 360; and (D) rounding the resultant figure to the nearest cent (half a cent being rounded upwards). The Aggregate Interest Amount shall be calculated by multiplying the Interest Amount of each Note of each such Class by the actual number of Notes of that Class.

On each Calculation Date, the Calculation Agent shall determine the Class J Variable Return (if any) payable on the Class J Notes on the immediately following Payment Date.

The determinations and calculations made by the Paying Agent or the Calculation Agent (as the case may be) pursuant to this Condition 5(f) shall (in the absence of manifest error) be final and binding upon all parties.

(g) *Notification of Interest Amount, Aggregate Interest Amount and Class J Variable Return and Payment Date*

On each Interest Determination Date, the Paying Agent shall notify the Interest Amount, the Aggregate Interest Amount and the relevant Payment Date to the Issuer, the Servicer, the Swap Counterparty, the Representative of the Noteholders, the Calculation Agent and Monte Titoli.

The Interest Amount, the Aggregate Interest Amount and the relevant Payment Date may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of manifest error.

On each Calculation Date, the Calculation Agent shall notify, through the Payments Report, the Class J Variable Return and the relevant Payment Date to the Issuer, the Servicer, the Representative of the Noteholders and the Paying Agent (which shall notify the same to Monte Titoli).

(h) *Determination or calculation by the Representative of the Noteholders*

If the Paying Agent or the Calculation Agent, as the case may be, does not at any time for any reason determine the Interest Amount and/or the Aggregate Interest Amount for any Class of Notes and/or the Class J Variable Return (if any) for the Class J Notes (as the case may be) in accordance with this Condition 5, the Representative of the Noteholders shall (but without incurring, in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*), any liability to any person as a result) calculate and notify the relevant Interest Amount, Aggregate Interest Amount and Class J Variable Return (if any) in the manner specified in this Condition 5, and any such determination, calculation and notification shall be deemed to have been made by the Paying Agent or the Calculation Agent (as the case may be).

(i) *Interest Deferral*

Payments of interest on the Junior Notes will be subject to deferral to the extent that there are insufficient Issuer Available Funds on any Payment Date in accordance with the Pre-Acceleration Priority of Payments to pay in full the Aggregate Interest Amount which would otherwise be payable on the Junior Notes. The amount by which the aggregate amount of interest paid on the Junior Notes on any Payment Date in accordance with this Condition 5 falls short of the Aggregate Interest Amount which otherwise would be payable on the Junior Notes on that date shall be aggregated with the amount of, and treated for the purposes of this Condition 5 as if it were interest due on, the Junior Notes and, subject to as provided for below, payable on the next succeeding Payment Date. No interest will accrue on any amount so deferred.

If, on the Cancellation Date, there remains any such shortfall, the amount of such shortfall will become due and payable on such date, subject in each case to the amounts of Issuer Available Funds and, to the extent unpaid, will be cancelled.

Any Aggregate Interest Amount due but not payable on the Senior Notes on any Payment Date will not be deferred and any failure to pay such Aggregate Interest Amount will constitute a Trigger Event pursuant to Condition 9 (Trigger Events).

(j) *Notification of Interest Deferral*

If, on any Calculation Date, the Calculation Agent determines that any deferral of interest in respect of the Junior Notes will arise on the immediately succeeding Payment Date, it shall give notice (through the Payments Report) to the Representative of the Noteholders, the Servicer and the Paying Agent (which shall notify the same to Monte Titoli), specifying the amount of interest to be deferred on such following Payment Date in respect of the Junior Notes.

6. Redemption, purchase and cancellation

(a) *Final redemption*

Unless previously redeemed in full or cancelled, the Issuer shall redeem the Notes at their Principal Amount Outstanding (together with any accrued but unpaid interest), in accordance with the Post-Acceleration Priority of Payments, on the Payment Date falling in January 2039 (the **Final Maturity Date**).

The Issuer may not redeem the Notes in whole or in part prior to the Final Maturity Date except as provided for in Condition 6(c) (*Mandatory redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), but without prejudice to Condition 9 (*Trigger Events*) and Condition 10 (*Enforcement*).

(b) *Cancellation Date*

The Notes will be finally and definitively cancelled on:

(i) the earlier of (A) the Final Maturity Date if the Notes are redeemed in full, and (B) the date on which the Notes are finally redeemed following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or pursuant to Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*); or

(ii) if the Notes cannot be redeemed in full on the Final Maturity Date as a result of the Issuer having insufficient Issuer Available Funds for application in or towards such redemption, on the later of (A) the Payment Date immediately following the date on which all the Receivables will have been paid in full, and (B) the Payment Date immediately following the date on which all the Receivables then outstanding will have been entirely written off by the Issuer as a consequence of the Servicer having determined that there is no reasonable likelihood of there being any further realisations in respect of the Portfolio and the other Securitisation Assets (whether arising from judicial enforcement proceedings or otherwise) which would be available to pay unpaid amounts outstanding under the Notes,

(the date of cancellation of the Notes pursuant to paragraph (i) or (ii) above, as applicable, the **Cancellation Date**).

(c) *Mandatory redemption*

The Notes will be subject to mandatory redemption (*pro rata* within each Class) in whole or in part on each Payment Date to the extent that the Issuer has sufficient Issuer Available Funds for such purpose in accordance with the applicable Priority of Payments.

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the Class A Notes shall be redeemed for an amount equal to the Class A Redemption Amount and the Class J Notes shall be redeemed for an amount equal to the Class J Redemption Amount in accordance with the Pre-Acceleration Priority of Payments.

However, prior to the delivery of a Trigger Notice, the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption at the option of the Issuer*), if the Servicer fails to deliver the Servicer's Report to the Calculation Agent by the relevant Servicer's Report Date (or such later date as may be agreed between the Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), no amount of principal will be due and payable in respect of the Notes.

Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (Final redemption), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), all Classes of Notes shall be redeemed at their respective Principal Amount Outstanding in accordance with the Post-Acceleration Priority of Payments.

(d) *Early redemption for Tax or Illegality Event*

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer may redeem at its option the Senior Notes (in whole but not in part) and the Junior Notes (in whole or in part) at their Principal Amount Outstanding (together with any accrued but unpaid interest) in accordance with the Post-Acceleration Priority of Payments, on any Payment Date following the occurrence of a Tax or Illegality Event in accordance with this Condition 6(d).

For the purposes of this Condition 6(d), **Tax or Illegality Event** means the circumstance that, by reason of a change in law or regulation or the interpretation or administration thereof since the Issue Date:

(i) the Securitisation Assets become subject to taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any applicable taxing authority having jurisdiction; or

(ii) either the Issuer or any paying agent or any custodian appointed in respect of the Notes is required to deduct or withhold any amount (other than in respect of a Decree 239 Withholding) in respect of any Class of Notes, from any payment of principal or interest on such Payment Date for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction and provided that such deduction or withholding may not be avoided by appointing a replacement paying agent or custodian in respect of the Notes before the Payment Date following the change in law or the interpretation or administration thereof; or

(iii) any amounts of interest payable on the Loans to the Issuer are required to be deducted or withheld from the Issuer or the relevant payor for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or by any political sub-division thereof or by any authority thereof or therein or by any other applicable taxing authority having jurisdiction; or

(iv) it is or becomes unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any Transaction Document.

The Issuer's right to redeem the Notes in the manner described above shall be subject to the Issuer:

(i) giving not more than 60 (sixty) nor less than 30 (thirty) days' written notice (which notice shall be irrevocable) to the Representative of the Noteholders and the Noteholders, the Swap Counterparty and the Noteholders in accordance with Condition 16 (*Notices*) of its intention to redeem the Senior Notes (in whole but not in part) and the Junior Notes (in whole or in part) on the next succeeding Payment Date at their Principal Amount Outstanding (together with any accrued but unpaid interest), pursuant to this Condition 6(d); and

(ii) on or prior to the delivery of the notice referred to in paragraph (i) above, providing to the Representative of the Noteholders:

(A) a legal opinion (in form and substance satisfactory to the Representative of the Noteholders) from a firm of lawyers of international reputation (approved in writing by the Representative of the Noteholders) opining on the relevant change in law or regulation or interpretation or administration thereof;

(B) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) stating that any of the Tax or Illegality Event will apply on the next Payment Date and cannot be avoided by the Issuer taking reasonable endeavours; and

(C) a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) to the effect that the Issuer will have sufficient funds on such Payment Date to discharge at least its obligations under the Senior Notes and any obligations ranking in priority thereto, or *pari passu* therewith, together with any additional taxes payable by the Issuer by reason of such early redemption of the Notes, in accordance with the Post-Acceleration Priority of Payments.

Under the Transfer Agreement, the Issuer has irrevocably granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase (in whole but not in part) the Portfolio then outstanding following the occurrence of a Tax or Illegality Event in order to finance the early redemption of the Notes in accordance with this Condition 6(d). If the Originator exercises such option, then the Issuer shall redeem the Notes as described above.

(e) *Early redemption for Clean-up Call Event*

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer may redeem at its option the Senior Notes (in whole but not in part) and the Junior Notes (in whole or in part) at their Principal Amount Outstanding (together with any accrued but unpaid interest) in accordance with the Post-Acceleration Priority of Payments, on any Payment Date following the date on which the Principal Amount Outstanding of the Senior Notes is equal to or lower than 10 per cent. of the principal amount of Senior Notes upon issue (the **Clean-up Call Event**).

The Issuer's right to redeem the Notes in the manner described above shall be subject to the Issuer:

(i) giving not more than 60 (sixty) nor less than 30 (thirty) days' written notice (which notice shall be irrevocable) to the Representative of the Noteholders, the Swap Counterparty and the Noteholders in accordance with Condition 16 (*Notices*) of its intention to redeem the Senior Notes (in whole but not in part) and the Junior Notes (in whole or in part) on the next succeeding Payment Date at their Principal Amount Outstanding (together with any accrued but unpaid interest), pursuant to this Condition 6(e); and

(ii) on or prior to the delivery of the notice referred to in paragraph (i) above, providing to the Representative of the Noteholders a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) to the effect that the Issuer will have sufficient funds on such Payment Date to discharge at least its obligations under the Senior Notes and any obligations ranking in priority thereto, or *pari passu* therewith, in accordance with the Post-Acceleration Priority of Payments.

Under the Transfer Agreement, the Issuer has irrevocably granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase (in whole but not in part) the

Portfolio then outstanding following the occurrence of the Clean-up Call Event, in order to finance the early redemption of the Notes in accordance with this Condition 6(e). If the Originator exercises such option, then the Issuer shall redeem the Notes as described above.

(f) *Calculations and Determinations*

On each relevant Calculation Date, the Calculation Agent shall calculate:

(i) the amount of the Issuer Available Funds;

(ii) the Target Amortisation Amount, the Class A Redemption Amount and the Class J Redemption Amount due on the Notes of each relevant Class on the immediately following Payment Date (or the principal payment due on the Notes of each relevant Class on the immediately following Payment Date);

(iii) the principal amount redeemable in respect of each Note of each Class on the immediately following Payment Date;

(iv) the Principal Amount Outstanding of each Note of each Class on the immediately following Payment Date (after deducting any principal payment due to be made on such Payment Date in respect of each Note of that Class).

The principal amount redeemable in respect of each Note of each Class on any Payment Date shall be a *pro-rata* share of the principal payment payable on the Notes on such Payment Date, as determined in accordance with the provisions of this Condition 6, calculated by reference to the ratio borne by the then Principal Amount Outstanding of the relevant Note of a Class to the then Principal Amount Outstanding of all the Notes of the same Class (rounded down to the nearest cent), provided always that no such repayment of principal may exceed the Principal Amount Outstanding of such Note.

Each determination by the Calculation Agent pursuant to this Condition 6(f) shall in each case (in the absence of manifest error) be final and binding on all persons.

On each Calculation Date, the Calculation Agent shall forthwith notify the principal amount redeemable in respect of the Notes of each Class on the immediately following Payment Date and the Principal Amount Outstanding of the Notes of each Class on the immediately following Payment Date (after deducting any principal payment due to be made on such Payment Date in respect of each Note of that Class) to the Representative of the Noteholders, the Servicer and the Paying Agent (which shall notify the same to Monte Titoli and, as long as the Senior Notes are admitted to trading on Euronext Dublin, Euronext Dublin) and will cause notice of each such determination to be given to the Noteholders in accordance with Condition 16 (*Notices*).

(g) *Notice irrevocable*

Any notice as is referred to in Condition 6(f) (*Calculations and Determinations*) shall be irrevocable and the Issuer shall, in the case of any such notice, be bound to redeem the relevant Notes to which such notice refers (in whole or in part, as applicable) in accordance with this Condition 6.

(h) *Determinations by the Representative of the Noteholders*

If the Calculation Agent does not at any time for any reason determine the principal amount redeemable in respect of each Note of each Class on the immediately following Payment Date

and the Principal Amount Outstanding of each Note of each Class on the immediately following Payment Date (after deducting any principal payment due to be made on such Payment Date in respect of each Note of that Class) in accordance with this Condition 6, the Representative of the Noteholders shall (but without incurring, in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*), any liability to any person as a result):

(i) determine the principal amount redeemable in respect of each Note of each Class on the immediately following Payment Date and the Principal Amount Outstanding of each Note of each Class on the immediately following Payment Date (after deducting any principal payment due to be made on such Payment Date in respect of each Note of that Class) in accordance with this Condition 6; and

(ii) notify the principal amount redeemable in respect of each Note of each Class and the Principal Amount Outstanding of each Note in the manner specified in this Condition 6,

and any such determination and notification shall be deemed to have been made by the Calculation Agent.

(i) *No purchase by the Issuer*

The Issuer may not purchase any of the Notes.

(j) *Cancellation*

All Notes cancelled on the Cancellation Date may not be reissued or resold.

(k) *Notice to the Rating Agencies*

Any redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*) shall be notified in advance by the Issuer to the Rating Agencies.

7. Payments

(a) *Payments through Monte Titoli, Euroclear and Clearstream*

Payments of principal and interest in respect of the Notes, as well as Class J Variable Return (if any) on the Class J Notes, deposited with Monte Titoli will be credited, according to the instructions of Monte Titoli, by or on behalf of the Issuer to the accounts with Monte Titoli of the banks and authorised brokers whose accounts are credited with those Notes, and thereafter credited by such banks and authorised brokers from such aforementioned accounts to the accounts of the beneficial owners of those Notes. Payments made by or on behalf of the Issuer according to the instructions of Monte Titoli to the accounts with Monte Titoli of the banks and authorised brokers (including Euroclear and Clearstream) whose accounts are credited with those Notes will relieve the Issuer *pro tanto* from the corresponding payment obligations under the Notes.

(b) *Payments subject to tax laws*

Payments of principal and interest in respect of the Notes, as well as Class J Variable Return (if any) on the Class J Notes, will be subject in all cases to (i) any fiscal or other applicable laws and regulations applicable in the place of payment, but without prejudice to the

provisions of Condition 8 (*Taxation in the Republic of Italy*) and (ii) any FATCA Withholding, any regulations or agreements under FATCA, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

(c) *Payments on Business Days*

If the due date for any payment of principal and/or interest in respect of the Notes and/or Class J Variable Return (if any) on the Class J Notes is not a Business Day, the holder of the relevant Note will not be entitled to payment of the relevant amount until the immediately succeeding Business Day and will not be entitled to any further interest or other payment in consequence of any such delay.

(d) *Notification to be final*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Condition 5 (*Interest and Class J Variable Return*) or Condition 6 (*Redemption, purchase and cancellation*), the Paying Agent, the Calculation Agent or the Representative of the Noteholders, shall (in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*)) be binding on the Issuer, the Noteholders and all Other Issuer Creditors and (in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*)) no liability to the Representative of the Noteholders, the Noteholders or the Other Issuer Creditors shall attach to the Paying Agent, the Calculation Agent or the Representative of the Noteholders in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under Condition 5 (*Interest and Class J Variable Return*) or Condition 6 (*Redemption, purchase and cancellation*).

(e) *Paying Agent*

The Issuer shall ensure that, as long as any of the Notes remains outstanding, there shall at all times be a Paying Agent.

The Paying Agent may resign in accordance with the provisions of the Agency and Accounts Agreement. The Issuer shall be obliged to appoint a substitute paying agent prior to such resignation becoming effective. The appointment of any substitute paying agent shall be subject to the prior written consent of the Representative of the Noteholders. The Issuer shall procure that any change in the identity of the Paying Agent is notified as soon as reasonably practicable in accordance with Condition 16 (*Notices*).

The Issuer may at any time, with the prior written consent of the Representative of the Noteholders, vary or terminate the appointment of the Paying Agent and appoint a substitute subject to the terms of the Agency and Accounts Agreement. Notice of any such termination or appointment will be given to the Noteholders in accordance with Condition 16 (*Notices*).

8. Taxation in the Republic of Italy

All payments in respect of the Notes by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties or charges of whatsoever nature unless such withholding or deduction is required by law. The Issuer shall not be obliged to pay any additional amount to any Noteholder on account of such withholding or deduction (including any FATCA Withholding or Decree 239 Deduction).

9. Trigger Events

(a) *Trigger Events*

The occurrence of any of the following events will constitute a **Trigger Event**:

(i) *Non-payment*: default is made by the Issuer:

(A) in respect of any payment of interest due on the Senior Notes, provided that such default remains unremedied for 5 (five) Business Days; or

(B) in respect of any repayment of principal due on any Class of Notes on the Final Maturity Date, provided that such default remains unremedied for 5 (five) Business Days; or

(C) in respect of any repayment of principal due and payable on the Senior Notes on any Payment Date prior to the Final Maturity Date (to the extent the Issuer has sufficient Issuer Available Funds to make such repayment of principal in accordance with the applicable Priority of Payments), provided that such default remains unremedied for 5 (five) Business Days (it being understood that, prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Servicer fails to deliver the Servicer's Report to the Calculation Agent by the relevant Servicer's Report Date (or such later date as may be agreed between the Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), no amount of principal will be due and payable in respect of the Notes); or

(ii) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its obligations (other than any payment obligations under paragraph (i) above) under the Notes or the Transaction Documents in any respect which is material for the interests of the Noteholders, provided that such default remains unremedied for 15 (fifteen) Business Days after the occurrence thereof (except where such default is not capable of remedy, in which case no remedy period will be given); or

(iii) *Misrepresentation*: any of the representations and warranties made by the Issuer under any of the Transaction Documents proves to be untrue, incorrect or misleading when made or repeated in any respect which is material for the interests of the Noteholders, provided that such breach remains unremedied for 15 (fifteen) Business Days after the occurrence thereof (except where such breach is not capable of remedy, in which case no remedy period will be given); or

(iv) *Issuer Insolvency Event*: an Issuer Insolvency Event occurs; or

(v) *Unlawfulness*: it is or will become unlawful for the Issuer (by reason of a change in law or the interpretation or administration thereof since the Issue Date) to perform or comply with any of its obligations under or in respect of the Notes or any Transaction Document, or any obligation of the Issuer under any Transaction Document ceases to be legal, valid, binding and enforceable or any Transaction Document or any obligation contained or purported to be contained therein is not effective or is alleged by the Issuer to be ineffective for any reason, or any of the Issuer's rights under the Notes or any Transaction Document are or will (by reason of a change in law or the interpretation or administration thereof since the Issue Date) be materially adversely affected.

(b) *Delivery of a Trigger Notice*

If a Trigger Event occurs, then the Representative of the Noteholders:

(i) in the circumstances under paragraphs (a)(i) (*Non-payment*), (a)(iv) (*Issuer Insolvency Event*) and (a)(v) (*Unlawfulness*) above, shall; or

(ii) in the circumstances under paragraphs (a)(ii) (*Breach of other obligations*) or (a)(iii) (*Misrepresentation*) above, may (with the prior consent of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes),

serve a written notice to the Issuer (with copy to the Originator, the Servicer, the Calculation Agent, the Swap Counterparty and the Noteholders in accordance with Condition 16 (*Notices*)) (the **Trigger Notice**), provided that the Representative of the Noteholders shall have been indemnified and/or secured to its satisfaction against all duly documented fees, costs, expenses and liabilities to which it may thereby become liable or which it may incur by so doing.

(c) *Consequences of the delivery of a Trigger Notice*

(i) Upon the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Notes shall (subject to Condition 15 (*Limited recourse and non-petition*)) become immediately due and repayable at their Principal Amount Outstanding (together with any accrued but unpaid interest) without further action, notice or formalities, and all payments due by the Issuer shall be made in accordance with the Post-Acceleration Priority of Payments and on such dates as the Representative of the Noteholders shall determine as being Payment Dates.

(ii) Following the service 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-Acceleration Priority of Payments and pursuant to the terms of the Transaction Documents, as required by article 21(4)(a) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

10. Enforcement

(a) *Proceedings*

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

(b) *Disposal of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event*

Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer (or the Representative of the Noteholders on its behalf) may (with the prior consent

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

In case of disposal of the Portfolio then outstanding, pursuant to the Intercreditor Agreement the Issuer has granted to the Originator a pre-emption right whereby the Originator will be entitled to purchase (or cause any third party designated by it to purchase) the outstanding Portfolio for a consideration equal to the sale price determined in accordance with the provisions of the Intercreditor Agreement and to be preferred to any third party potential purchaser. The Originator has the right to exercise such pre-emption right and purchase the outstanding Portfolio by serving a written notice on the Issuer and the Representative of the Noteholders within 30 (thirty) Business Days from receipt of a written communication from the Representative of the Noteholders informing the same of the proposed disposal of the Portfolio and the relevant sale price.

11. Representative of the Noteholders

(a) *Legal representative*

The Representative of the Noteholders is the legal representative (*rappresentante legale*) of the Noteholders in accordance with these Conditions, the Rules of the Organisation of the Noteholders and the other Transaction Documents.

(b) *Appointment of Representative of the Noteholders*

Pursuant to the Rules of the Organisation of the Noteholders, for as long as any Note is outstanding, there will at all times be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of the Noteholders, will be made by the Noteholders subject to and in accordance with the Rules of the Organisation of the Noteholders, except for the initial Representative of the Noteholders which has been appointed by the Senior Notes Subscriber and the Junior Notes Subscriber in the Intercreditor Agreement. Each Noteholder will be deemed to accept such appointment.

12. Modification and Waiver

The Rules of the Organisation of the Noteholders contain provisions relating to the powers of the Representative of the Noteholders to make amendments or modifications to these Conditions or any of the Transaction Documents or authorise or waive any proposed breach or breach of the Notes (including a Trigger Event) or of the Intercreditor Agreement or of any other Transaction Document, it being understood that unless the Representative of the Noteholders agrees otherwise, any such amendment, modification, waiver or authorisation shall be notified to the Noteholders, in accordance with Condition 16 (*Notices*), as soon as practicable after it has been made.

13. Agents

In acting under the Agency and Accounts Agreement and in connection with the Notes, the Account Bank, the Calculation Agent and the Paying Agent shall act as agents (*mandatari*) solely of the Issuer and (to the extent provided therein) the Representative of the Noteholders and shall not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The Issuer reserves the right (with the prior written consent of the Representative of the Noteholders) at any time to vary or terminate the appointment of the Account Bank, the Calculation Agent and/or the Paying Agent and to appoint a relevant successor or an additional agent at any time, in accordance with the terms of the Agency and Accounts Agreement and these Conditions.

14. Statute of Limitation

Claims against the Issuer for payments in respect of the Notes will be barred and become void unless made within 10 (ten) years (in the case of principal) or 5 (five) years (in the case of interest and Class J Variable Return) from the Relevant Date in respect thereof. In this Condition 14, **Relevant Date** in respect of a Note is the date on which a payment in respect thereof first becomes due or (if the full amount of the monies payable in respect of all Notes due on or before that date has not been duly received by the Paying Agent on or prior to such date) the date on which, the full amount of such monies having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 16 (*Notices*).

15. Limited recourse and non-petition

(a) *Limited* recourse

Notwithstanding any other provision of the Transaction Documents, all obligations of the Issuer to make payments to each Issuer Creditor, including, without limitation, the obligations under the Notes or any Transaction Document to which such Issuer Creditor is a party will be limited in recourse and shall arise and become due and payable in an amount equal as at the relevant date to the lower of (i) the aggregate nominal amount of such payment which, but for the operation of the applicable Priority of Payments, would be due and payable at such time to such Issuer Creditor; and (ii) the Issuer Available Funds net of any sums which are payable by the Issuer in accordance with the applicable Priority of Payments in priority to, or *pari passu* with, sums payable to such Issuer Creditor.

In particular:

(i) without prejudice to the provisions contained in these Conditions relating to payments in respect of the Senior Notes and any amounts ranking in priority thereto, if the Issuer Available Funds are insufficient to pay any amount due and payable on any Payment Date in accordance with the applicable Priority of Payments, the shortfall then occurring will not be payable on that Payment Date but will become payable on the subsequent Payment Date if and to the extent that funds may be used for this purpose in accordance with the applicable Priority of Payments. Such shortfall will not accrue interest;

(ii) accordingly, it is agreed that (A) the limited recourse nature of the obligations under the Notes or any Transaction Document produces the effect of a *contratto aleatorio* and the consequences thereof are accepted, including but not limited to the provisions of article 1469 of the Italian civil code, and (B) the Issuer Creditors will have an existing claim against the Issuer only in respect of the Issuer Available Funds which may be applied for the relevant purpose as at the relevant date and will not have any claim, by operation of law or otherwise, against, or recourse to, the Issuer's other assets or its contributed capital;

(iii) all payments to be made by the Issuer to each Issuer Creditor, whether under the Notes or any Transaction Document to which such Issuer Creditor is a party or

otherwise, will be made by the Issuer solely on the Payment Dates from the Issuer Available Funds, except as permitted in the Transaction Documents; and

(iv) unless paid before in accordance with the provisions set out above, all the obligations of the Issuer to each Issuer Creditor will expire on the Cancellation Date.

It is understood that any amount which is expressly stated to be paid by the Issuer outside the Priority of Payments pursuant to the Transaction Documents will not be subject to the Priority of Payments and will be due and payable within the limits of the funds standing to the credit of the relevant Account at that time.

(b) *Non-petition*

Only the Representative of the Noteholders may pursue the remedies available under the general law or under the Transaction Documents to obtain payment of the obligations of the Issuer arising under the Notes and the Transaction Documents or enforce the Issuer Transaction Security and no Issuer Creditor shall be entitled to proceed directly against the Issuer to obtain payment of such obligation or enforce the Issuer Transaction Security. In particular:

(i) no Issuer Creditor (nor any person on its behalf) is entitled, save as expressly permitted by the Transaction Documents, to direct the Representative of the Noteholders to enforce the Issuer Transaction Security or to take any proceedings against the Issuer to enforce the Issuer Transaction Security;

(ii) no Issuer Creditor (nor any person on its behalf, other than the Representative of the Noteholders) is entitled, save as expressly permitted by the Transaction Documents, to take or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due by the Issuer to such Issuer Creditor;

(iii) until the date falling 2 (two) years and 1 (one) day after the Cancellation Date or, if later, the date on which the notes issued by the Issuer in the context of any Further Securitisation have been redeemed in full and/or cancelled in accordance with the relevant terms and conditions, no Issuer Creditor (nor any person on its behalf, other than the Representative of the Noteholders when so directed by an Extraordinary Resolution of the Noteholders and only if the representatives of the noteholders of all Further Securitisations carried out by the Issuer (if any) have been so directed by an extraordinary resolution of the noteholders under the relevant securitisation transaction) shall initiate or join any person in initiating an Issuer Insolvency Event; and

(iv) no Issuer Creditor is entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step that would result in any Priority of Payments not being complied with.

16. Notices

(a) *Valid notices*

All notices to the Noteholders, as long as the Notes are held through Monte Titoli, shall be deemed to have been validly given if delivered to Monte Titoli for communication by them to the entitled accountholders and shall be deemed to be given on the date on which it was delivered to Monte Titoli.

In addition, as long as the Senior Notes are admitted to trading on Euronext Dublin, through the website of Euronext Dublin (being, as at the date of the Prospectus, www.euronext.com).

(b) *Date of publication*

Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made in the manner required above.

(c) *Other methods*

The Representative of the Noteholders shall be at liberty to sanction some other method of giving notice to the Noteholders or to a Class or category of them, if, in its opinion, such other method is reasonable having regard to market practice then prevailing, and provided that notice of such other method is given to the Noteholders in such manner as the Representative of the Noteholders shall require.

17. Governing law and Jurisdiction

(a) *Governing law*

The Notes, these Conditions, the Rules of the Organisation of the Noteholders and the Transaction Documents (other than the Swap Agreement and the Deed of Charge), and any non-contractual obligation arising out or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

The Swap Agreement and the Deed of Charge, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, English law.

(b) *Jurisdiction*

Any dispute which may arise in relation to the Notes, these Conditions, the Rules of the Organisation of the Noteholders and the Transaction Documents (other than the Swap Agreement and the Deed of Charge), or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Rome.

Any dispute which may arise in relation to the Swap Agreement and the Deed of Charge, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1 TO THE TERMS AND CONDITIONS OF THE NOTES

RULES OF THE ORGANISATION OF NOTEHOLDERS

PART 1

GENERAL PROVISIONS

1. GENERAL

The Organisation of Noteholders is created concurrently with the issue and the subscription of the Notes, it is governed by these Rules of the Organisation of Noteholders (the **Rules**) and it shall remain in force and in effect until redemption in full and/or cancellation of the Notes.

The contents of these Rules are deemed to form part of each Note issued by the Issuer.

2. DEFINITIONS

In these Rules, the following terms shall have the following meanings:

24 Hours means a period of 24 hours including all or part of a day upon which banks are open for business in the place where the Meeting is to be held and in the place where the Paying Agent has its office (disregarding for this purpose the day upon which such Meeting is to be held) and such period shall be extended by one or, to the extent necessary, more periods of 24 hours until there is included all or part of a day upon which banks are open for business, as above.

48 Hours means two consecutive periods of 24 Hours.

Basic Terms Modification means:

(a) a change in the date of maturity of the Notes of any Class;

(b) a change in any date fixed for the payment of principal or interest in respect of the Notes of any Class or the Class J Variable Return in respect of the Class J Notes;

(c) save as provided for in Condition 5(d) (*Interest and Class J Variable Return - Fallback provisions*), a change in the amount of principal or interest payable on any Payment Date in respect of the Notes of any Class or the Class J Variable Return payable on any Payment Date in respect of the Class J Notes (other than any reduction, cancellation or annulment permitted under the Conditions) or any alteration in the method of calculating any of such amounts;

(d) a change in the quorum required at any Meeting or the majority required to pass any Resolution;

(e) a change in the currency in which payments are due in respect of the Notes of any Class;

(f) an alteration of the Priority of Payments;

(g) the exchange, conversion or substitution of the Notes of any Class for, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate, formed or to be formed;

(h) a change to this definition.

Blocked Notes means the Notes which have been blocked in an account with the Monte Titoli Account Holder for the purposes of obtaining (i) a Voting Certificate or (ii) if applicable, a Blocked Voting Instruction and will not be released until the conclusion of the Meeting or any adjournment of such Meeting (if any).

Blocked Voting Instruction means, in relation to any Meeting, a document issued by the Paying Agent:

(a) confirming that, on the basis of the Voting Certificate shown by the relevant Noteholder, the Blocked Notes have been blocked in an account with a clearing system and will not be released until the conclusion of the Meeting or any adjournment of such Meeting (if any);

(b) stating that, on the basis of the Voting Certificate shown by the relevant Noteholder, the relevant holder of each Blocked Note has requested that (i) the votes attributable to such Blocked Note are to be cast in a particular way on each Resolution to be put to the Meeting and that, during the period of 48 Hours before the time fixed for the Meeting, such instructions may not be amended or revoked and (ii) one or more Proxies named therein are authorised to vote on its behalf in respect of the Blocked Notes in accordance with such instructions; and

(c) attaching the relevant Voting Certificate.

Chairman means, in relation to any Meeting, the individual who takes the chair in accordance with paragraph 9 (*Chairman of the Meeting*).

Class of Notes means the Class A Notes or the Class J Notes, as the context requires.

Disenfranchised Matter means any of the following matters:

(a) the termination of Fides in its capacity as Servicer;

(b) the delivery of a Trigger Notice in accordance with Condition 9(a) (*Trigger Events*);

(c) the direction of the disposal of the Portfolio and the taking of any enforcement action after the delivery of a Trigger Notice in accordance with Condition 10 (*Enforcement*);

(d) the enforcement of any of the Issuer's rights under the Transaction Documents against Fides in any of its capacities under the Securitisation; and

(e) any other matter in relation to which, in the reasonable opinion of the Representative of the Noteholders, may exist a conflict of interest between the Noteholders, on the one hand, and Fides in any of its capacities (other than as Noteholder), on the other hand, under the Securitisation.

Disenfranchised Noteholders means Fides and any of its affiliates, as long as any of them is the holder of any Note.

Extraordinary Resolution means a resolution of a Meeting of the Relevant Class Noteholders, duly convened and held in accordance with the provisions contained in these Rules on any of the subjects covered by paragraph 21 (*Powers exercisable by an Extraordinary Resolution*).

Insolvency Proceedings means any corporate action, legal proceedings or other procedure or step taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, winding up (including, without limitation, the filing of documents with the court or the service of a notice of intention to appoint an administrator), dissolution, examination, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any company or corporation;

(b) a composition, assignment or arrangement or similar arrangement with any creditor of a company or corporation or taking steps to obtain a moratorium in respect of any of the indebtedness of company or corporation; or

(c) the appointment of a liquidator, receiver, receiver and manager, examiner, administrator, administrative receiver, compulsory manager or other similar officer in respect of company or corporation or any of its assets.

Meeting means a meeting of the Relevant Class Noteholders (whether originally convened or resumed following an adjournment).

Monte Titoli Account Holder means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli and includes depository banks appointed by Clearstream and Euroclear.

Ordinary Resolution means a resolution of a Meeting of the Relevant Class Noteholders, duly convened and held in accordance with the provisions contained in these Rules on any of the subjects covered by paragraph 20 (Powers Exercisable by an Ordinary Resolution).

Proxy means, in relation to any Meeting, a person (who need not to be a Noteholder) indicated under a Blocked Voting Instruction or a Voting Certificate as the person entitled to vote in a Meeting in accordance with the instructions reproduced in such Blocked Voting Instruction or Voting Certificate.

Relevant Class Noteholders means (i) the Class A Noteholders; (ii) the Class J Noteholders and/or (iii) a combination of the Class A Noteholders and the Class J Noteholders, as the context requires.

Relevant Fraction means:

(a) for voting on any Ordinary Resolution, (i) one-tenth of the Principal Amount Outstanding of that Class of Notes (in case of a Meeting of a particular Class of Notes), or (ii) one-tenth of the Principal Amount Outstanding of all Classes of Notes (in case of a joint Meeting of a combination of Classes of Notes);

(b) for voting on any Extraordinary Resolution other than one relating to a Basic Terms Modification, (i) two-thirds of the Principal Amount Outstanding of that Class of Notes (in case of a Meeting of a particular Class of Notes), or (ii) two-thirds of the Principal Amount Outstanding of all Classes of Notes (in case of a joint Meeting of a combination of Classes of Notes); and

(c) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), three-quarters of the Principal Amount Outstanding of the relevant Class of Notes,

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

(a) for voting on any Ordinary Resolution or any Extraordinary Resolution other than one relating to a Basic Terms Modification, (i) one-twentieth of the Principal Amount

Outstanding of that Class of Notes represented or held by the Voters actually present at the Meeting (in case of a Meeting of a particular Class of Notes), or (ii) one-twentieth of the Principal Amount Outstanding of the Notes of all Classes (in case of a joint Meeting of a combination of Classes of Notes); and

(b) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), one-third of the Principal Amount Outstanding of the relevant Class of Notes.

Resolution means an Ordinary Resolution or an Extraordinary Resolution, as the context may require.

Security Document means the Deed of Charge and any other agreement that may be entered into in relation to the Issuer Transaction Security.

Swap Counterparty Entrenched Rights means any of the following matters:

(a) any amendment to any Priority of Payments;

(b) the approval of any proposed Alternative Base Rate determined by the Rate Determination Agent on the basis of Condition 5(d)(iv)(C);

(c) any any Resolution by the Noteholders and/or amendment to any Transaction Document if such amendment(s) would have the effect to (i) change the timing of the payments to the Swap Counterparty, or (ii) that the Swap Counterparty would be reasonably required to pay more or receive less than would otherwise have been the case immediately prior to such amendment or otherwise negatively impact the position of the Swap Counterparty;

(d) any amendment to paragraph 27(d) (*Swap Counterparty Entrenched Rights*) of the Rules of the Organisation of the Noteholders; or

(e) any amendment to this definition.

Voter means, in relation to any Meeting, the holder of a Blocked Note.

Voting Certificate means, in relation to any Meeting, a certificate issued by the Monte Titoli Account Holder under the Monte Titoli system pursuant to the CONSOB and Bank of Italy Joint Resolution and dated:

(a) stating that, on the date thereof, on request of the relevant Noteholder the Blocked Notes have been blocked in an account with a clearing system or the depository Monte Titoli Account Holders (under the Monte Titoli system in accordance with the CONSOB and Bank of Italy Joint Resolution) and will not be released until the conclusion of the Meeting specified in such Voting Certificate or any adjournment of such Meeting (if any);

(b) listing the ISIN code or other suffix or identification number of the Blocked Notes;

(c) specifying the principal outstanding amount of the Blocked Notes; and

(d) stating that the bearer of such certificate (named therein) is entitled to attend and vote at the Meeting or to request the issue of a Blocked Voting Instruction in respect of the Blocked Notes;

Written Resolution means a Resolution in writing signed by or on behalf of all Noteholders who at that time are entitled to participate in a Meeting in accordance with the provisions of these Rules,

whether contained in one document or several documents in the same form, each signed by or on behalf of one or more of such Noteholders.

Capitalised terms not defined in these Rules shall have the meanings attributed to them in the Conditions.

3. ORGANISATION PURPOSE

Each holder of the Notes becomes a member of the Organisation of Noteholders upon subscription or purchase of the relevant Notes.

The purpose of the Organisation of Noteholders is to co-ordinate the exercise of the rights of the Noteholders and the taking of any action for the protection of their interests.

In these Rules, any reference to **Noteholders** shall be considered as a reference to the Class A Noteholders and/or the Class J Noteholders, as the case may be.

PART 2

THE MEETING OF NOTEHOLDERS

4. GENERAL

Any Resolution passed at a Meeting of the Relevant Class Noteholders, duly convened and held in accordance with these Rules, shall be binding upon all the Noteholders of such Class of Notes, whether or not present at such Meeting and whether or not voting.

The following provisions shall apply while Notes of more than one Class are outstanding:

(a) business which, in the opinion of the Representative of the Noteholders, affects only one Class of Notes shall be transacted at a separate Meeting of the holders of the Notes of such Class of Notes;

(b) business which, in the opinion of the Representative of the Noteholders, affects both Classes of Notes shall be transacted either at separate Meetings of the holders of each Class of Notes or at a single Meeting of the holders of both Classes of Notes as the Representative of the Noteholders shall determine in its absolute discretion, provided however that (i) each time that in the opinion of the Representative of the Noteholders there is an actual or potential conflict of interest between the holders of one Class of Notes and the holders of the other Class of Notes, or (ii) an Extraordinary Resolution relating to Basic Terms Modifications shall be taken, in each case the relevant Resolution shall be transacted, proposed and adopted at separate Meetings of the holders of each Class of Notes.

In this subparagraph **business** includes (without limitation) the passing or rejection of any Resolution.

In relation to each Class of Notes:

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

(b) any Ordinary Resolution or Extraordinary Resolution involving any matter other than a Basic Terms Modification that is passed by the holders of the Senior Notes shall be binding on the holders of the Junior Notes irrespective of the effect thereof on their interests;

(c) no Ordinary Resolution or Extraordinary Resolution involving any matter other than a Basic Terms Modification that is passed by the holders of the Junior Notes shall be effective unless it is sanctioned by an Ordinary Resolution or Extraordinary Resolution, as the case may be, of the holders of the Senior Notes.

5. ISSUE OF VOTING CERTIFICATES AND BLOCKED VOTING INSTRUCTIONS

In order to provide evidence of its entitlement to attend a Meeting and/or vote in that Meeting (also through a Proxy), any Noteholder shall request to the Monte Titoli Account Holder the issue of Voting Certificates. Should the Noteholder want that the vote is casted in a particular way and that a Proxy votes on its behalf on the relevant Meeting, shall require the Paying Agent (providing it with the relevant Voting Certificate) to issue a Blocked Voting Instruction instructing how the vote shall be casted and the appointed Proxy, in each case by arranging for its Notes to be blocked in an account with a clearing system not later than 48 Hours before the time fixed for the Meeting of the Relevant Class Noteholders.

A Voting Certificate or a Blocked Voting Instruction shall be valid until the conclusion of the Meeting or any adjournment of such Meeting (if any), when the Blocked Notes to which it relates shall be released.

As long as a Voting Certificate or a Blocked Voting Instruction is valid, the bearer of it (in the case of a Voting Certificate) or any Proxy named in it (in the case of a Blocked Voting Instruction) shall be deemed to be the holder of the Blocked Notes to which it relates for all purposes in connection with the Meeting.

6. VALIDITY OF BLOCKED VOTING INSTRUCTIONS

A Blocked Voting Instruction shall be valid only if it is deposited at the office of the Paying Agent, or at some other place approved by the Paying Agent, at least 24 Hours before the time fixed for the Meeting of the Relevant Class Noteholders and, if not deposited before such deadline, the Blocked Voting Instruction shall not be valid unless the Chairman decides otherwise before the Meeting proceeds to business. If the Representative of the Noteholders so requires, a notarised copy of each Blocked Voting Instruction and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Representative of the Noteholders shall not be obliged to investigate the validity of any Blocked Voting Instruction or the authority of any Proxy.

7. CONVENING OF MEETING

The Representative of the Noteholders may convene a Meeting at any time and the Representative of the Noteholders shall be obliged to do so upon the request in writing of:

(a) Noteholders holding not less than one-tenth of the Principal Amount Outstanding of the relevant Class of Notes; or

(b) the Issuer's board of directors or the sole director (as the case may be),

subject in each case to being indemnified and/or secured to its satisfaction.

Any Disenfranchised Noteholders shall not be entitled to request to convene a Meeting in respect of the Disenfranchised Matters. It is understood that the Notes held by a Disenfranchised Noteholder shall be treated as if it were not outstanding and shall not be counted in or towards the threshold set out in paragraph (a) above.

Every Meeting convened by the Representative of the Noteholders shall be held at such time and place as the Representative of the Noteholders may designate or approve (subject to paragraph 8 below).

If any of the Noteholders or the Issuer has requested the Representative of the Noteholders to convene the Meeting, they or it shall send a communication in writing to that effect to the Representative of the Noteholders suggesting the day, time and place of the Meeting (subject to paragraph 8 below), and specifying the items to be included in the agenda and the full text of any Resolution to be proposed.

Meetings may be held in case Voters are located in different places and are connected via audio-conference or video-conference, *provided that*:

(a) the Chairman can ascertain and verify the identity and legitimacy of those Voters, monitor the Meeting, acknowledge and announce to those Voters the outcome of the voting process;

(b) the person drawing up the minutes can clearly hear the meeting events being the subject-matter of the minutes;

(c) each Voter attending via audio-conference or video-conference can follow and intervene in the discussions and vote the items on the agenda in real time;

(d) the notice of the Meeting expressly states, where applicable, how Voters may obtain the information necessary to attend the relevant Meeting via audio-conference and/or videoconference equipment; and

(e) for the avoidance of doubt, the Meeting is deemed to take place where the Chairman and the person drawing up the minutes will be (provided that such place shall be in an EU Member State).

8. NOTICE

At least 21 (twenty-one) days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be held) specifying the date (falling no later than 30 (thirty) days after the date of delivery of such notice), time, the relevant quorum determined in accordance with paragraph 10 (*Quorum for conducting business at Meetings and majority to pass Resolutions*) and place of the Meeting (provided that such place shall be in an EU Member State) shall be given to the Noteholders and the Paying Agent (with a copy to the Issuer). Any notice to Noteholders shall be given in accordance with Condition 16 (*Notices*). The notice shall set out the full text of any Resolutions to be proposed (unless the Representative of the Noteholders determines - in its absolute discretion - that the notice shall instead specify the nature of the Resolution to be proposed at such Meeting without specifying the full text) and shall state that the Notes must be blocked in an account with a clearing system for the purpose of obtaining Voting Certificates or appointing Proxies (in accordance with the terms of these Rules) not later than 48 Hours before the time fixed for the Meeting.

9. CHAIRMAN OF THE MEETING

Any individual (who may, but need not, be a Noteholder) nominated in writing by the Representative of the Noteholders may take the chair at any Meeting but (i) if no such nomination is made; or (ii) if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present shall elect one of themselves to take the chair, failing which the Issuer may appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as the Chairman of the original Meeting.

The Chairman co-ordinates matters to be transacted at the Meeting and monitors the fairness of the Meeting's proceedings.

10. QUORUM FOR CONDUCTING BUSINESS AT MEETINGS AND MAJORITY TO PASS RESOLUTIONS

The quorum (*quorum costitutivo*) for conducting business (relating either to an Ordinary Resolution or an Extraordinary Resolution) at any Meeting convened by due notice shall be at least one Voter representing or holding not less than the Relevant Fraction relative to (a) that Class of Notes (in case of a Meeting of one Class of Notes) or (b) all Classes of Notes (in case of a joint Meeting).

The majority (*quorum deliberativo*) for passing an Ordinary Resolution and an Extraordinary Resolution (*quorum deliberativo*) at any Meeting is provided for under paragraph 15 (*Passing of Ordinary resolution or Extraordinary Resolution*).

Any Disenfranchised Noteholder shall not be entitled to participate to a Meeting, nor to vote on any Resolution, concerning a Disenfranchised Matter. It is understood that the Notes held by a Disenfranchised Noteholder shall be treated as if it were not outstanding and shall not be counted in or towards the required quorum set out in this paragraph 10.

11. ADJOURNMENT FOR WANT OF QUORUM

If within 15 (fifteen) minutes after the time fixed for any Meeting the quorum is not present, then:

(a) in the case of a Meeting requested by Noteholders, it shall be dissolved; and

(b) in the case of any other Meeting, it shall be adjourned to such new date (which shall fall not less than 14 (fourteen) days and not more than 42 (forty-two) days after the original date of such Meeting) and to such place as the Chairman determines (provided that such place shall be in an EU Member State); provided, however, that:

  (i) the Meeting shall be dissolved if the Issuer so decides; and

  (ii) no Meeting may be adjourned by resolution of a Meeting that represents less than the Relevant Fraction applicable in the case of Meetings which have been resumed after adjournment for want of quorum.

12. ADJOURNED MEETING

The Chairman may, with the consent of (and shall if directed by) any Meeting, adjourn such Meeting to a new date (which shall fall not less than 14 (fourteen) days and not more than 42 (forty-two) days after the original date of such Meeting) and a new place (provided that such place shall be in an EU Member State), but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

13. NOTICE FOLLOWING ADJOURNMENT

Paragraph 8 (*Notice*) shall apply to any Meeting adjourned for want of quorum save that:

(a) at least 10 (ten) days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be given unless the notice of the original Meeting set the date for a second call, in which case no such notice shall be necessary;

(b) the notice shall specifically set out the quorum determined in accordance with paragraph 10 (Quorum for Conducting Business at Meetings and Majority to Pass Resolutions) which will apply when the Meeting resumes; and

(c) it shall not be necessary to give notice of the convening of a Meeting which has been adjourned for any other reason.

14. PARTICIPATION

The following may attend and speak at a Meeting:

(a) Voters;

(b) the Issuer or its representative and the Paying Agent;

(c) the directors, internal auditors (*sindaci*) (if appointed) and external auditors (revisori) of the Issuer;

(d) the financial advisers to the Issuer;

(e) the legal counsel to each of the Issuer, the Representative of the Noteholders and the Paying Agent;

(f) the Representative of the Noteholders; and

(g) such other person as may be resolved by the Meeting and as may be approved by the Representative of the Noteholders.

15. PASSING OF ORDINARY RESOLUTION OR EXTRAORDINARY RESOLUTION

An Ordinary Resolution is validly passed when the majority of votes cast by the Voters attending the relevant Meeting have been cast in favour of it.

An Extraordinary Resolution is validly passed when the 75 (seventy-five) per cent. of the votes cast by the Voters attending the relevant Meeting have been cast in favour of it.

16. VOTING BY SHOW OF HANDS

Every question submitted to a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded pursuant to paragraph 17 (*Voting By Poll*) before or at the time that the result of the show of hands is declared, the Chairman's declaration that on a show of hands a Resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the Resolution.

17. VOTING BY POLL

A demand for a poll shall be valid if it is made by the Chairman, the Issuer, the Representative of the Noteholders or one or more Voters who represent or hold at least one-twentieth of the Principal Amount Outstanding of the relevant Class of Notes.

If at any Meeting a poll is so demanded, it shall be taken in such manner and either at once or after such adjournment as the Chairman directs, and the result of such poll shall be deemed to be the resolution of the Meeting at which the poll was demanded as at the date of the taking of the poll. Notwithstanding the foregoing, the demand for a poll shall not prevent the continuance of the Meeting for the transaction of any business other than the question on which the poll has been demanded.

Any poll demanded at any Meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.

18. VOTES

Every Voter shall have:

(a) on a show of hands, one vote; and

(b) on a poll, one vote in respect of each Euro 1,000 in principal amount of Note(s) represented by the Voting Certificate produced by such Voter or in respect of which he is a Proxy.

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

19. VOTING BY PROXIES

Any vote by a Proxy in accordance with the relevant Blocked Voting Instruction shall be valid even if such Blocked Voting Instruction or any instruction pursuant to which it was given has been amended or revoked, provided that the Paying Agent has not been notified in writing of such amendment or revocation by the time being 24 Hours before the time fixed for the Meeting. Unless revoked, any appointment of a Proxy under a Blocked Voting Instruction in relation to a Meeting shall remain in force in relation to any Meeting resumed following an adjournment except for any appointment of a Proxy in relation to a Meeting which has been adjourned for want of a quorum. Any person appointed to vote at such a Meeting must be re-appointed under a Blocked Voting Instruction to vote at the Meeting when it is resumed.

20. POWERS EXERCISABLE BY AN ORDINARY RESOLUTION

A Meeting shall have the exclusive power exercisable by Ordinary Resolution to determine any matter submitted to the Meeting in accordance with the provisions of these Rules and the Transaction Documents which is not subject to paragraph 21 (*Powers exercisable by an Extraordinary Resolution*) below.

21. POWERS EXERCISABLE BY AN EXTRAORDINARY RESOLUTION

A Meeting shall have exclusive power exercisable by Extraordinary Resolution only to:

(a) approve any Basic Terms Modification;

(b) approve any proposal by the Issuer or the Representative of the Noteholders for any alteration or waiver of the rights of the Noteholders against the Issuer;

(c) waive any breach by the Issuer of its obligations arising under the Transaction Documents or the Notes, or waive a Trigger Event;

(d) approve any amendments of the provisions of (i) these Rules, (ii) the Conditions, (iii) the Intercreditor Agreement, (iv) the Agency and Accounts Agreement, or (v) any other Transaction Document which shall be proposed by the Issuer, the Representative of the Noteholders and/or any other party thereto;

(e) discharge or exonerate, including prior or retrospective discharge or exoneration, the Representative of the Noteholders from any liability in relation to any act or omission for

which the Representative of the Noteholders has or may become liable pursuant or in relation to these Rules, the Conditions or any other Transaction Document;

(f) grant any authority, order or sanction and/or give any direction or instruction which, under the provisions of these Rules or of the Conditions or the Transaction Documents, must be granted or given pursuant to an Extraordinary Resolution (including in respect of the delivery of a Trigger Notice, the taking of any enforcement action and/or the disposal of the Portfolio pursuant to the Intercreditor Agreement);

(g) authorise and ratify the actions of the Representative of the Noteholders in compliance with these Rules, the Intercreditor Agreement and any other Transaction Document;

(h) authorise the Representative of the Noteholders or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;

(i) appoint and remove the Representative of the Noteholders; and

(j) authorise or object to individual actions or remedies of Noteholders under paragraph 25 (*Individual actions and remedies*) below.

22. CHALLENGE OF RESOLUTION

Any Noteholder can challenge a Resolution which is not passed in conformity with the provisions of these Rules.

23. MINUTES

Minutes shall be made of all Resolutions and proceedings at each Meeting. The Chairman shall sign the minutes, which shall be conclusive evidence of the resolutions and proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been made and signed shall be deemed to have been duly convened and held and all Resolutions passed or proceedings transacted at such meeting shall be deemed to have been duly passed or transacted.

24. WRITTEN RESOLUTION

A Written Resolution shall take effect as if it were an Extraordinary Resolution or, in respect of matters required to be determined by an Ordinary Resolution, as if it were an Ordinary Resolution.

25. INDIVIDUAL ACTIONS AND REMEDIES

The right of each Noteholder to bring individual actions or seek other individual remedies to enforce his or her rights under the Notes will be subject to the Meeting passing an Extraordinary Resolution authorising such individual action or other remedy. In this respect, the following provisions shall apply:

(a) the Noteholder intending to enforce his or her rights under the Notes will notify the Representative of the Noteholders in writing of his or her intention;

(b) the Representative of the Noteholders will, within 30 (thirty) days of receiving such notification, convene a Meeting of the Noteholders of the relevant Class of Notes or, as the case may be, of all of the Classes of Notes, in accordance with these Rules at the expense of such Noteholder;

(c) if the Meeting does not pass an Extraordinary Resolution authorising the individual enforcement or remedy, the Noteholder will be prevented from seeking such enforcement or remedy (provided that the same matter can be submitted again to a further Meeting after a reasonable period of time has elapsed); and

(d) if the Meeting does pass an Extraordinary Resolution authorising the individual enforcement or remedy, the Noteholder will be permitted to seek such individual enforcement or remedy in accordance with the terms of the Extraordinary Resolution.

No individual action or remedy can be sought by a Noteholder to enforce his or her rights under the Notes unless a Meeting of Noteholders has resolved to authorise such action or remedy and in accordance with the provisions of this paragraph 25.

PART 3

THE REPRESENTATIVE OF THE NOTEHOLDERS

26. APPOINTMENT, REMOVAL AND REMUNERATION

26.1 Appointment

Each appointment of a Representative of the Noteholders must be approved by an Extraordinary Resolution of the Noteholders in accordance with the provisions of this paragraph 26, save in respect of the appointment of the first Representative of the Noteholders which, in accordance with the Intercreditor Agreement, will be Banca Finint.

Each of the Noteholders, by reason of holding the relevant Note(s), will recognise the power of the Representative of the Noteholders, hereby granted, to appoint its own successor and recognise the Representative of the Noteholders so appointed as its representative.

26.2 Identity of the Representative of the Noteholders

The Representative of the Noteholders shall be:

(a) a bank incorporated in any jurisdiction of the European Union or a bank incorporated in any other jurisdiction, in either case provided it is licensed to conduct banking business in Italy; or

(b) any other entity which may be permitted to act in such capacity by any specific provisions of Italian law applicable to the securitisation of monetary rights and/or by any regulations, instructions, guidelines and/or specific approvals issued by the competent Italian supervising authorities.

It is further understood and agreed that directors, auditors, employees (if any) of the Issuer and those who fall in any of the conditions set out in article 2399 of the Italian civil code cannot be appointed as the Representative of the Noteholders.

26.3 Duration of appointment

The Representative of the Noteholders shall be appointed for an unlimited term and can be removed by way of an Extraordinary Resolution of the Noteholders at any time.

26.4 After termination

In the event of a termination of the appointment of the Representative of the Noteholders for any reason whatsoever, such Representative of the Noteholders shall remain in office until acceptance of the appointment by the Issuer of a substitute Representative of the Noteholders designated among the entities indicated in paragraph 26.2 above, and, provided that a Meeting of the Noteholders has not appointed such a substitute within 60 (sixty) days of such termination, such Representative of the Noteholders may appoint such a substitute. The powers and authority of the Representative of the Noteholders whose appointment has been terminated shall be limited to those necessary for the performance of the essential functions which are required to be complied with in connection with the Notes.

26.5 Remuneration

The Issuer shall pay to the Representative of the Noteholders an annual fee for its services as Representative of the Noteholders as from the date hereof as agreed in a separate fee letter. Such remuneration shall be payable in accordance with the Intercreditor Agreement and the applicable Priority of Payments up to (and including) the date when the Notes have been redeemed in full and/or cancelled in accordance with the Conditions.

In the event of the Representative of the Noteholders considering it necessary or being requested by the Issuer to undertake duties which the Representative of the Noteholders and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Representative of the Noteholders set out in the Conditions or in these Rules, the Issuer shall pay to the Representative of the Noteholders such additional remuneration as shall be agreed between them. In the event of the Representative of the Noteholders and the Issuer failing to agree upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Representative of the Noteholders hereunder, or upon the amount of such additional remuneration, within 10 (ten) Business Days from the date on which the Representative of the Noteholders serves a written notice on the Issuer notifying it that a duty is of an exceptional nature or otherwise outside the scope of the normal duties of the Representative of the Noteholders and requesting it to pay an additional remuneration, then such matter shall be determined by a merchant bank (acting as an expert and not as an arbitrator) selected by the Representative of the Noteholders and approved by the Issuer or, failing such approval, nominated (on the application of either the Issuer or the Representative of the Noteholders) by a third merchant bank (the expenses involved in such nomination and the fees of such merchant banks being payable by the Issuer) and the determination of any such nominated merchant bank shall be final and binding upon the Representative of the Noteholders and the Issuer.

27. DUTIES AND POWERS

(a) *Legal Representative*

The Representative of the Noteholders is the legal representative of the Organisation of Noteholders subject to and in accordance with the Conditions, these Rules, the Intercreditor Agreement and the other Transaction Documents to which it is a party (together, the **Relevant Provisions**).

(b) *Meetings*

The Representative of the Noteholders may convene a Meeting in order to obtain the authorisation or directions of the Meeting in respect of any action proposed to be taken by the Representative of the Noteholders. The Representative of the Noteholders has the right to attend Meetings. Subject to the Relevant Provisions, the Representative of the Noteholders is responsible for implementing the directions of a Meeting of Noteholders and for representing the interests of the Noteholders of a Class of Notes vis-à-vis the Issuer.

(c) *Conflict of interests*

Each of the Noteholders acknowledges and agrees that, subject to paragraph (d) (*Swap Counterparty Entrenched Rights*) below:

(i) the Representative of the Noteholders shall, as regards the exercise and performance of all powers, authorities, duties and discretion of the Representative of the Noteholders under the Conditions, these Rules and any relevant Transaction Document (except where expressly provided otherwise), have regard to the interests of the Noteholders and the Other Issuer Creditors, provided that if, in the opinion of the Representative of the Noteholders, there is a conflict between the interests of the Noteholders and the interests of the Other Issuer Creditors, the Representative of the Noteholders will have regard solely to the interests of the Noteholders;

(ii) where the Representative of the Noteholders is required to consider the interests of the Noteholders and, in its opinion, there is a conflict between the interests of the Class A Noteholders and the interests of Class J Noteholders, without prejudice to the provisions of the Rules of the Organisation of the Noteholders concerning the Basic Terms Modifications, the Representative of the Noteholders shall consider only to the interests of the Class A Noteholders; and

(iii) if at any time there is, in the opinion of the Representative of the Noteholders, a conflict between the interests of the Other Issuer Creditors, then, subject to paragraph (i) above, the Representative of the Noteholders shall have regard to the interests of whichever of the Other Issuer Creditors ranks higher in the applicable Priority of Payments for the payment of the amounts therein specified.

(d) *Swap Counterparty Entrenched Rights*

Notwithstanding any other provision of the Conditions or any other Transaction Documents, no Ordinary Resolution or Extraordinary Resolution may authorise or sanction any Swap Counterparty Entrenched Right, unless the Representative of the Noteholders has received the consent of the Swap Counterparty in relation to it.

(e) *Delegation of powers by the Representative of the Noteholders*

All actions taken by the Representative of the Noteholders in the execution and exercise of its powers and authorities and of the discretions vested in it shall be taken by duly authorised officer(s) for the time being of the Representative of the Noteholders. The Representative of the Noteholders may also, whenever it considers it expedient, whether by power of attorney or otherwise, delegate to any person(s) all or any of its duties, powers, authorities or discretions vested in it as aforesaid. Any such delegation may be made upon such terms and conditions, and subject to such regulations (including power to sub-delegate), as the Representative of the Noteholders may think fit in the interests of the Noteholders, provided that the Representative of the Noteholders shall use all reasonable care in the appointment of any such delegate. The Representative of the Noteholders shall give prior notice to the Issuer and the Rating Agencies of the appointment of any delegate appointed by it and of any renewal, extension or termination of such appointment. Any expense or cost in relation to any such delegation shall be borne by the Representative of the Noteholders.

(f) *Insurance*

The Representative of the Noteholders shall have the power (but not the obligation) to insure against all liabilities, proceedings, claims and demands to which it may become liable and all costs, charges and expenses which may be incurred by it:

(i) as a result of the Representative of the Noteholders acting or failing to act in a certain way (otherwise than by reason of wilful misconduct (*dolo*) or gross negligence (*colpa grave*)); and

(ii) as a result of any act or failure to act by any person to whom the Representative of the Noteholders has delegated any of its trusts, powers, authorities, duties, discretions and obligations or appointed as its agent;

and the Issuer shall, to the extent such insurance does not form part of the normal insurance cover carried by the Representative of the Noteholders for its business activities, pay all insurance premiums and expenses which the Representative of the Noteholders may properly incur in relation to such insurance, subject to the applicable Priority of Payments and provided that such insurance premiums and expenses shall be approved by the Issuer.

(g) *Representation in Insolvency Proceedings*

The Representative of the Noteholders shall be authorised to represent the Noteholders in judicial proceedings, including enforcement proceedings and Insolvency Proceedings against the Issuer in so far as they relate to the Notes and the other Transaction Documents.

(h) *Minor amendments or modifications*

The Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditors, concur with the Issuer and any other relevant parties in making:

(i) any amendment or modification to the Conditions (other than in respect of a Basic Terms Modification) or any of the Transaction Documents which, in the opinion of the Representative of the Noteholders, it may be economically reasonable to make and will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes; and

(ii) any amendment or modification to these Conditions or to any of the Transaction Documents, if, in the opinion of the Representative of the Noteholders, such amendment or modification is expedient to make, is of a formal, minor or technical nature, is made to correct a manifest error or an error which, in the opinion of the Representative of the Noteholders, is proven or is necessary or desirable for the purposes of clarification.

(i) *Waiver or authorisation of breach*

The Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditor (other than those which are parties to the relevant Transaction Documents), authorise or waive any proposed breach or breach of the Notes (including a Trigger Event) or of the Intercreditor Agreement or of any other Transaction Document, if, in the opinion of the Representative of the Noteholders, the interests of the holders of the Most Senior Class of Notes will not be materially prejudiced by such authorisation or waiver, provided that the Representative of the Noteholders shall not exercise any of such powers in contravention of any express direction by an Extraordinary Resolution or so as to authorise or waive any proposed breach or breach relating to a Basic Terms Modification.

(j) *Additional modifications*

Notwithstanding the provisions of these Rules, the Representative of the Noteholders shall be obliged, without any consent or sanction of the Noteholders or any of the Other Issuer Creditors (other than the Swap Counterparty), to concur with the Issuer or any other relevant parties in making any modification (other than in respect of a Basic Terms Modification) to the Conditions or any other Transaction Document that the Issuer considers necessary for the purposes of effecting a Base Rate

Modification pursuant to Condition 5(d) (*Interest and Class J Variable Return - Fallback provisions*) provided that, solely in circumstances in which the proposed Alternative Base Rate is determined by the Rate Determination Agent on the basis of Condition 5(d)(iii), if, prior to the expiry of the 30 (thirty) day notice period described in Condition 5(d)(iv)(D), the Issuer is notified by the Senior Noteholders representing at least 10 per cent. of the Principal Amount Outstanding of the Senior Notes that they object to the proposed modification, then following such a notification of objection the modification will only be made if it is approved by a resolution of the holders of the Senior Notes representing at least a majority of the Principal Amount Outstanding of the Senior Notes passed in accordance with these Rules.

In addition, notwithstanding the provisions of these Rules, the Representative of the Noteholders shall be obliged, without any consent or sanction of the Noteholders or any of the Other Issuer Creditors, to concur with the Issuer or any other relevant parties in making any modification (other than in respect of a Basic Terms Modification) to the Conditions or any other Transaction Document that the Issuer considers necessary:

(i) in order to enable the Issuer and/or the Swap Counterparty to comply with any obligation which applies to it under EMIR, provided that the Issuer or the Swap Counterparty, as appropriate, certifies to the Representative of the Noteholders in writing that such modification is required solely for the purpose of enabling it to satisfy such obligation and has been drafted solely to such effect; or

(ii) for so long as the Senior Notes are intended to be held in a manner which will allow for Eurosystem eligibility (the criteria in respect of which are currently set out in the ECB Guideline (EU) 2015/510, as amended), for the purposes of maintaining such eligibility, provided that the Issuer certifies to the Representative of the Noteholders in writing that such modification is required solely for such purpose and has been drafted solely to such effect; or

(iii) for the purposes of complying with the specific framework for STS-securitisation and the rest of the EU Securitisation Regulation or the UK Securitisation Regulation, provided that the Issuer certifies to the Representative of the Noteholders in writing that such modification has been advised by a firm providing verification services in relation to the Securitisation pursuant to article 28 of the EU Securitisation Regulation or a reputable international law firm, is required solely for such purpose and has been drafted solely to such effect,

(the certificate to be provided by the Issuer pursuant to paragraph (i), (ii) or (iii) above being a **Modification Certificate**).

The Representative of the Noteholders is only obliged to concur with the Issuer in making any modification for the purposes referred to in paragraph (i), (ii) or (iii) above if the following conditions have been satisfied (the **Modification Conditions**):

(i) at least 30 (thirty) days' prior written notice of any such proposed modification has been given to the Representative of the Noteholders;

(ii) the Modification Certificate in relation to such modification shall be provided to the Representative of the Noteholders both at the time the Representative of the Noteholders is notified of the proposed modification and on the date that such modification takes effect;

(iii) the Issuer provides the Representative of the Noteholders with such legal opinions as the Representative of the Noteholders considers necessary in connection with the implementation of such modifications;

(iv) the person who proposes such modification pays all fees, costs and expenses (including legal fees) incurred by the Issuer and the Representative of the Noteholders in connection with such modification;

(v) the Issuer certifies to the Representative of the Noteholders (which certification may be in the Modification Certificate) that the proposed modification is not, in the reasonable opinion of the Issuer formed on the basis of due consideration, a modification in respect of a Basic Terms Modification;

(vi) the Issuer certifies in the Modification Certificate that it has notified each of the Rating Agencies of the proposed modification and the relevant modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to the Senior Notes by any Rating Agency or (y) any Rating Agency placing the Senior Notes on rating watch negative (or equivalent); and

(vii) (I) the Issuer certifies in writing to the Representative of the Noteholders (which certification may be in the Modification Certificate) that, in relation to such modification, the Issuer (or the Paying Agent on its behalf) has provided at least 30 (thirty) days' notice to the Noteholders of each Class of the proposed modification in accordance with Condition 16 (*Notices*) specifying the date and time by which Noteholders must respond and has made available, at the time of publication, the modification documents for inspection at the registered office of the Representative of the Noteholders for the time being during normal business hours; and (II) Noteholders representing at least 10 per cent. of the Principal Amount Outstanding of the Senior Notes have not contacted the Issuer and the Paying Agent in accordance with the then current practice of the clearing system through which such Notes may be held notifying them by the time specified in such notice that such Senior Noteholders do not consent to the modification.

If Senior Noteholders representing at least 10 per cent. of the Principal Amount Outstanding of the Senior Notes have notified the Issuer and the Paying Agent, in accordance with the notice and the then current practice of any applicable clearing system through which such Notes may be held, by the time specified in such notice that they do not consent to the modifications set out in paragraph (i), (ii) or (iii) above, then such modification will not be made unless an Extraordinary Resolution of the Senior Noteholders is passed in favour of such modification in accordance with the Rules of the Organisation of the Noteholders.

Objections made in writing other than through the clearing systems must be accompanied by evidence to the Representative of the Noteholders' satisfaction (having regard to prevailing market practices) of the relevant Senior Noteholder's holding of the Senior Notes.

Any modification made in accordance with this paragraph (j) (*Additional modifications*) shall be binding on all Noteholders and shall be notified by the Issuer (or the Paying Agent on its behalf) without undue delay to each Rating Agency, the Other Issuer Creditors and the Noteholders in accordance with Condition 16 (*Notices*).

The Representative of the Noteholders shall not be obliged to agree to any modification which, in the sole opinion of the Representative of the Noteholders, would have the effect of (i) exposing the Representative of the Noteholders to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protections, of the Representative of the Noteholders in the Transaction Documents and/or the Conditions.

(k) *Advice from experts*

The Representative of the Noteholders shall be entitled to act on the advice, certificate or opinion of or on any information obtained from any lawyer, accountant, banker or other expert whether obtained by the Issuer, the Representative of the Noteholders or otherwise, provided that, where such lawyer, accountant, banker or other expert is appointed by the Representative of the Noteholders, such appointment is made with due care in all the circumstances, and, subject to the aforesaid, the Representative of the Noteholders shall not, in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*), be liable for any damages, losses, liabilities or expenses incurred by any party as a result of the Representative of the Noteholders so acting. Any such advice, certificate, opinion or information may be sent or obtained by letter, telex, telegram, email, facsimile transmission or cable and, in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*) on the part of the Representative of the Noteholders, the Representative of the Noteholders shall not be liable for acting on any advice, certificate, opinion or information contained in, or purported to be conveyed by, any such letter, telex, telegram, email, facsimile transmission or cable, notwithstanding any error contained therein or the non-authenticity of the same.

(l) *Certificates of Issuer as sufficient evidence*

The Representative of the Noteholders may call for, and shall be at liberty to accept as sufficient evidence of any fact or matter or as to the expediency of any dealing, transaction, step or thing, a certificate duly signed by or on behalf of the sole director or the chairman of the board of directors of the Issuer, as the case may be, and the Representative of the Noteholders shall not be bound, in any such case, to call for further evidence or be responsible for any loss that may be occasioned as a result of acting on such certificate.

(m) *Certificates of Other Issuer Creditors as sufficient evidence*

The Representative of the Noteholders shall be entitled to call for, and to rely upon, a certificate or any letter of confirmation or explanation reasonably believed by it to be genuine of any party to the Intercreditor Agreement, any Other Issuer Creditor in respect of any matter and circumstance for which a certificate is expressly provided for hereunder or under any Transaction Document and it shall not be bound, in any such case, to call for further evidence or be responsible for any loss, liability, costs, damages, expenses or inconvenience that may be incurred by its failing to do so.

(n) *Certificate from Monte Titoli Account Holder or common depository as sufficient evidence*

The Representative of the Noteholders may call for, and shall be at liberty to accept and place full reliance on, as suitable evidence of the facts stated therein, a certificate or letter of confirmation as true and accurate and signed on behalf of any Monte Titoli Account Holder or common depository, as the case may be, as the Representative of the Noteholders considers appropriate, or any form of record made by any of them to the effect that at any particular time, or throughout any particular period, any party hereto is, was or will be shown in its records as entitled to a determined number of Notes.

(o) *Discretion in exercise of rights and powers*

The Representative of the Noteholders, save as expressly otherwise provided herein, shall have absolute and unfettered discretion as to the exercise, or non-exercise, of any right, power and discretion vested in the Representative of the Noteholders by the Conditions, these Rules, the Notes, any Transaction Document or by operation of law and the Representative of the Noteholders shall not be responsible for any loss, costs, damages, expenses or other liabilities that may result from the exercise or non-exercise thereof except insofar as the same are incurred as a result of its wilful misconduct (*dolo*) or gross negligence (*colpa grave*).

(p) *Instructions in respect of discretional matters*

In relation to the matters in respect of which the Representative of the Noteholders is entitled to exercise any of its rights and discretions hereunder, the Representative of the Noteholders is entitled to convene a Meeting of the Noteholders in order to obtain from them instructions upon how the Representative of the Noteholders should exercise such right or discretion. The Representative of the Noteholders shall not be obliged to take any action in respect of the Conditions, these Rules, the Notes or any Transaction Document unless it is indemnified and/or provided with security to its satisfaction against all actions, proceedings, claims and demands which may be brought against it and against all costs, charges, damages, expenses and liabilities which it may incur by taking such action.

(q) *Full reliance on Resolutions of Noteholders*

In connection with matters in respect of which the Noteholders are entitled to direct the Representative of the Noteholders, shall not be liable for acting upon any resolution purported to have been passed at any Meeting of holders of any Class of Notes in respect of which minutes have been drawn up and signed notwithstanding that subsequent to so acting, it transpires that the Meeting was not duly convened or constituted, such resolution was not duly passed or that the resolution was otherwise not valid or binding upon the relevant Noteholders.

(r) *Trigger Event*

The Representative of the Noteholders may determine whether or not a Trigger Event is in its opinion materially prejudicial to the interests of the Noteholders and any such determination shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other party to any of the Transaction Documents.

(s) *Default of the Issuer capable of remedy*

The Representative of the Noteholders may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of the Conditions or contained in the Notes or any other Transaction Documents is capable of remedy and, if the Representative of the Noteholders certifies that any such default is not capable of remedy, such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other party hereto.

(t) *No Notes held by the Issuer*

The Representative of the Noteholders may assume, without enquiry, that no Notes are for the time being held by, or for the benefit of, the Issuer.

(u) *Acknowledgement of role and functions of the Representative of the Noteholders*

Each Noteholder, by acquiring title to a Note is deemed to agree and acknowledge that:

(i) the Representative of the Noteholders has agreed to become a party to each of the Transaction Documents to which the Issuer is a party only for the purpose of taking the benefit of such Transaction Document and regulating the agreement of amendments to it;

(ii) by virtue of the transfer to it of the relevant Note, each Noteholder shall be deemed to have granted to the Representative of the Noteholders the right to exercise in such manner as the Representative of the Noteholders in its sole opinion deems appropriate, on behalf of such Noteholder, all of that Noteholder's rights under the Securitisation Law in respect of the Portfolio and the other Securitisation Assets;

(iii) the Representative of the Noteholders, in its capacity as agent in the name of and on behalf of the Noteholders of each Class, shall be the only person entitled under these Conditions and under the Transaction Documents to institute proceedings against the Issuer or to take any steps against the Issuer or any of the other parties to the Transaction Documents for the purposes of enforcing the rights of the Noteholders under the Notes of each Class and recovering any amounts owing under the Notes or under the Transaction Documents;

(iv) no Noteholder shall be entitled to proceed directly against the Issuer nor take any steps or pursue any action whatsoever for the purpose of recovering any debts due or owing to it by the Issuer or take, or join in taking, steps for the purpose of obtaining payment of any amount expressed to be payable by the Issuer or the performance of any of the Issuer's obligations under the Conditions and/or the Transaction Documents or petition for or procure the commencement of insolvency proceedings or the winding-up, insolvency, extraordinary administration or compulsory administrative liquidation of the Issuer or the appointment of any kind of insolvency official, administrator, liquidator, trustee, custodian, receiver or other similar official in respect of the Issuer for any, all, or substantially all the assets of the Issuer or in connection with any reorganisation or arrangement or composition in respect of the Issuer, pursuant to the Consolidated Banking Act or otherwise, unless a Trigger Notice shall have been served or an Issuer Insolvency Event shall have occurred and the Representative of the Noteholders, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing (provided that any such failure shall not be conclusive *per se* of a default or breach of duty by the Representative of the Noteholders), provided that the Noteholder may then only proceed subject to the provisions of the Conditions and provided that this provision shall not prejudice the right of any Noteholder to prove a claim in the insolvency of the Issuer where such insolvency follows the institution of an insolvency proceedings by a third party;

(v) no Noteholder shall at any time exercise any right of netting, set-off or counterclaim in respect of its rights against the Issuer such rights being expressly waived or exercise any right of claim of the Issuer by way of a subrogation action (*azione surrogatoria*) pursuant to article 2900 of the Italian civil code;

(vi) the Representative of the Noteholders is exempted from any reporting duties (*obbligo di rendiconto*) pursuant to article 1713 of the Italian civil code; and

(vii) the provisions of this paragraph 27 shall survive and shall not be extinguished by the redemption (in whole or in part) and/or cancellation of the Notes and waives to the greatest extent permitted by law any rights directly to enforce its rights against the Issuer.

28. ISSUER TRANSACTION SECURITY

The Representative of the Noteholders, in its capacity as trustee for the benefit of the Noteholders and Other Issuer Creditors, is entitled to enter into the Deed of Charge and any other Security Document relating to the Issuer Transaction Security and to exercise its rights and powers in relation thereto and the security created or purported to be created thereby, in each case on the terms set out in the Deed of Charge, any other Security Document relating to the Issuer Transaction Security and the other Transaction Documents.

29. RESIGNATION OF THE REPRESENTATIVE OF THE NOTEHOLDERS

The Representative of the Noteholders may resign at any time upon giving not less than 3 (three) calendar months' notice in writing to the Issuer without assigning any reason therefore and without being responsible for any costs incurred as a result of such resignation. The resignation of the Representative of the Noteholders shall not become effective until a Meeting of the Noteholders has

appointed a new Representative of the Noteholders provided that if a new Representative of the Noteholders has not been so appointed within 60 (sixty) days of the date of such notice of resignation, the Representative of the Noteholders may appoint a successor which is a qualifying entity pursuant to paragraph 26.2 above.

30. EXONERATION OF THE REPRESENTATIVE OF THE NOTEHOLDERS

The Representative of the Noteholders, in its capacity as such, shall not assume any other obligations related to the Securitisation in addition to those expressly provided herein and in the other Transaction Documents to which it is a party.

Without limiting the generality of the foregoing, the Representative of the Noteholders:

(a) *No ascertainment of events*

shall not be under any obligation to take any steps to ascertain whether a Trigger Event or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Noteholders or any Noteholder under these Rules, the Notes, the Conditions or under any of the other Transaction Documents has happened and, until it shall have actual knowledge or express notice to the contrary, the Representative of the Noteholders shall be entitled to assume that no a Trigger Event or such other event, condition or act has occurred;

(b) *No monitoring duties*

shall not be under any obligation to monitor or supervise the observance or performance by the Issuer or any other Transaction Party of the provisions of, and their obligations under, these Rules, the Notes, the Conditions or any other Transaction Document, and, until it shall have actual knowledge or express notice to the contrary, it shall be entitled to assume that the Issuer and each such other party is observing and performing all such provisions and obligations;

(c) *Collection and payment services*

shall not be deemed to be a person responsible for the collection, cash and payment services (*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*) for the purposes of article 2, paragraph 6, of the Securitisation Law and the relevant implementing regulations from time to time in force including, without limitation, the relevant guidelines of the Bank of Italy;

(d) *No notices related to the Securitisation*

except as expressly required under the Transaction Documents, shall not be under any obligation to give notice to any person of the execution of these Rules, the Notes, the Conditions or any of the Transaction Documents or any transaction contemplated hereby or thereby;

(e) *No investigation duties*

shall not be responsible for, or for investigating, the legality, validity, effectiveness, adequacy, suitability or genuineness of these Rules, the Notes, the Conditions, any Transaction Document, or any other document, or any obligation or rights created or purported to be created hereby or thereby or pursuant hereto or thereto, and (without prejudice to the generality of the foregoing) it shall not have any responsibility for, or have any duty to make any investigation in respect of, or in any way be liable whatsoever for: (i) the nature, status, creditworthiness or solvency of the Issuer or any other Transaction Party; (ii) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection herewith or with any Transaction Document; (iii) the suitability,

adequacy or sufficiency of any collection or recovery procedures operated by the Servicer or compliance therewith; (iv) the failure by the Issuer to obtain or comply with any licence, consent or other authority in connection with the purchase or administration of the Receivables; (v) any accounts, books, records or files maintained by the Issuer, the Servicer, the Paying Agent or any other person in respect of the Receivables; or (vi) any matter which is the subject of any recitals, statements, warranties or representations of any party, other than the Representative of the Noteholders contained herein or in any Transaction Document;

(f) *Use of proceeds*

shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes or the distribution of any of such proceeds to the persons entitled thereto;

(g) *Rights and title to the Receivables*

shall not be bound or concerned to examine, or enquire into, or be liable for any defect or failure in the right or title of the Issuer to the Receivables or any part thereof, whether such defect or failure was known to the Representative of the Noteholders or might have been discovered upon examination or enquiry, or whether capable of remedy or not;

(h) *No registration duties*

shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of, or otherwise protecting or perfecting, these Rules, the Notes or any Transaction Document;

(i) *No insurance obligations*

shall not be under any obligation to insure the Loans, the Receivables or any part thereof;

(j) *No responsibility for calculations and payments*

shall not be responsible for (except as otherwise provided in the Conditions or in the Transaction Documents) making or verifying any determination or calculation in respect of the Receivables, the Notes and any other payment to be made in accordance with the applicable Priority of Payments;

(k) *No regard of domicile of Noteholders*

shall not have regard to the consequences of any modification or waiver of these Rules, the Notes, the Conditions or any of the Transaction Documents for individual Noteholders or any relevant persons resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to, the jurisdiction of any particular territory;

(l) *Effect of amendments*

shall not be under any obligation to consider the effect of any amendment of these Rules, the Conditions or any of the Transaction Documents on the financial condition of individual Noteholders or any other Transaction Party;

(m) *No disclosure of information*

shall not (unless and to the extent ordered so to do by a court of competent jurisdiction) be under any obligation to disclose to any Noteholder, any Other Issuer Creditor or any other person any confidential, financial, price sensitive or other information made available to the Representative of the

Noteholders by the Issuer or any other person in connection with these Rules, the Notes or any other Transaction Document, and none of the Noteholders, Other Issuer Creditors nor any other person shall be entitled to take any action to obtain from the Representative of the Noteholders any such information; and

(n) *Rating*

shall have no responsibility for the maintenance of any rating of the Senior Notes by the Rating Agencies or any other credit or rating agency or any other person.

The Representative of the Noteholders shall be entitled to assume, for the purposes of exercising any power, authority, duty or discretion under or in relation to these Rules that such exercise will not be materially prejudicial to the interests of the Senior Noteholders if, along with other factors, it has accessed the view of, and, in any case, with prior written notice to, the Rating Agencies, and as ground to believe that the then current rating of the Senior Notes would not be adversely affected by such exercise. If the Representative of the Noteholders, in order properly to exercise its rights or fulfil its obligations, deems it necessary to obtain the views of the Rating Agencies as to how a specific act would affect any outstanding rating of the Senior Notes, the Representative of the Noteholders shall inform the Issuer, which will have to obtain the valuation at its expense on behalf of the Representative of the Noteholders unless the Representative of the Noteholders which to seek and obtain such valuation itself at the cost of the Issuer.

Any consent or approval given by the Representative of the Noteholders under these Rules, the Notes, the Conditions or any other Transaction Document may be given on such terms and subject to such conditions (if any) as the Representative of the Noteholders thinks fit and, notwithstanding anything to the contrary contained herein, in the Conditions or in any Transaction Document, such consent or approval may be given retrospectively.

No provision of these Rules, the Notes, the Conditions or any Transaction Document shall require the Representative of the Noteholders to do anything which may be illegal or contrary to applicable law or regulations, or expend or risk its own funds, or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its powers or discretions, and the Representative of the Noteholders may refrain from taking any action if it has reasonable grounds to believe that it will not be reimbursed for any funds, or that it will not be indemnified against any loss or liability which it may incur as a result of such action.

31. INDEMNITY

It is hereby acknowledged that the Issuer has covenanted and undertaken under the Intercreditor Agreement to reimburse, pay or discharge (on a full indemnity basis) all duly documented costs, liabilities, losses, charges, expenses, damages, actions, proceedings, claims and demands (including, without limitation, legal fees and any applicable value added tax or similar tax) properly incurred by or made against the Representative of the Noteholders or by any person to whom the Representative of the Noteholders has delegated any power, authority or discretion or any appointee thereof, in relation to the preparation and execution of, the exercise or the purported exercise of, its powers, authority and discretion and performance of its duties under and in any other manner in relation to these Rules, the Notes, the Conditions, the Intercreditor Agreement or any other Transaction Document, including but not limited to properly incurred and documented legal expenses, reasonable and documented travelling expenses and any reasonable attorney's fees, stamp, issue, registration, documentary and other taxes or duties due to be paid by the Representative of the Noteholders in connection with any action and/or legal proceedings brought against or contemplated by the Representative of the Noteholders pursuant to these Rules, the Notes, the Conditions or any Transaction Document, or against the Issuer or any other person for enforcing any obligations under

these Rules, the Notes or the Transaction Documents, other than as a result of wilful misconduct (*dolo*) or gross negligence (*colpa grave*) on the part of the Representative of the Noteholders.

32. LIABILITY

Notwithstanding any other provision of these Rules, the Representative of the Noteholders shall not be liable for any act, matter or thing done or omitted in any way in connection with the Transaction Documents, the Notes or these Rules except in relation to its own gross negligence (*colpa grave*) or wilful default (*dolo*).

PART 4

THE ORGANISATION OF NOTEHOLDERS UPON SERVICE OF A TRIGGER NOTICE AND/OR OCCURRENCE OF AN ISSUER INSOLVENCY EVENT AND/OR A SPECIFIED EVENT

33. POWERS

Each of the Noteholders, by reason of holding the relevant Note(s), recognises that, pursuant to the Intercreditor Agreement, the Representative of the Noteholders, has been irrevocably appointed as from the date of execution of the Intercreditor Agreement and with effect on the date on which the Notes will become due and payable following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event, as exclusive, true and lawful agent (*mandatario con rappresentanza*), of the Noteholders and the Other Issuer Creditors to, including without limitation, receive on their behalf from the Issuer any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors from and including the date on which the Notes will become due and payable, such monies to be applied in accordance with the Post-Acceleration Priority of Payments.

In particular, the Representative of the Noteholders shall be authorised to:

(a) exercise all and any of their rights under the Securitisation Law in respect of the Portfolio and the available Collections and all amounts and/or other assets of the Issuer deriving from the Portfolio and the other Securitisation Assets, if any;

(b) receive on their behalf all moneys resulting from the action under paragraph (a) above or otherwise payable by the Issuer to the Noteholders and the Other Issuer Creditors, such moneys to be applied by the Representative of the Noteholders in accordance with the applicable Priority of Payments;

(c) following the occurrence of an Issuer Insolvency Event only, deal with the insolvency procedure (including the filing of any claim for payment) and to receive on their behalf from the procedure any and all monies payable by the insolvency receiver to any of the Issuer Creditors and to apply such monies in accordance with the Post-Acceleration Priority of Payments; and

(d) do any act, matter or thing which it considers necessary to exercise or protect the Noteholders and the Other Issuer Creditors' rights under any of the Transaction Documents.

In addition, the Representative of the Noteholders, in its capacity as true and lawful agent (*mandatario con rappresentanza*) of the Issuer in the interest, and for the benefit of, the Noteholders and the Other Issuer Creditors pursuant to article 1411 and article 1723, second paragraph of the Italian civil code, will be authorised, pursuant to the terms of the Intercreditor Agreement, to exercise, upon delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or a Specified Event, in the name and on behalf of the Issuer any and all of the Issuer's rights, including the right to

give directions and instructions to the relevant parties to the Transaction Documents. In particular, the Representative of the Noteholders will be entitled, until the Notes have been redeemed in full and/or cancelled in accordance with the Conditions:

(a) to request the Account Bank to transfer all monies or securities, as the case may be, standing to the credit of each of the Accounts to replacement accounts opened for such purpose by the Representative of the Noteholders with the same or a replacement Account Bank (being an Eligible Institution);

(b) to require performance by any Issuer Creditor of its obligations under the relevant Transaction Document to which such Issuer Creditor is a party, to bring any legal actions and exercise any remedies in the name and on behalf of the Issuer that are available to the Issuer under the relevant Transaction Document against such Issuer Creditor in case of failure to perform and generally to take such action in the name and on behalf of the Issuer as the Representative of the Noteholders may deem necessary to protect the interests of the Issuer, the Noteholders and the Other Issuer Creditors in respect of the Portfolio and the other Securitisation Assets;

(c) to instruct the Servicer in respect of the recovery of any amounts due under the Portfolio or in relation to any other Securitisation Asset;

(d) to take possession, as an agent of the Issuer and to the extent permitted by applicable laws, of all available Collections (by way of a power of attorney granted under the terms of the Intercreditor Agreement), to dispose of the Portfolio in accordance with clause 9.2 (*Disposal of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event*) of the Intercreditor Agreement and to apply the proceeds in accordance with the Post-Acceleration Priority of Payments and subject to the provisions thereof;

(e) to distribute the monies from time to time standing to the credit of the Accounts and such other accounts as may be opened by the Representative of the Noteholders pursuant to paragraph (a) above to the Noteholders and the Other Issuer Creditors in accordance with the applicable Priority of Payments;

(f) to exercise any other rights and powers set out in clause 7.3 (*Appointment by the Issuer - Issuer's Mandate*) of the Intercreditor Agreement.

PART 5

GOVERNING LAW AND JURISDICTION

34. GOVERNING LAW AND JURISDICTION

These Rules are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to these Rules, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Rome.

THE ACCOUNTS

The Issuer has opened with the Account Bank, the Collection Account, the Payments Account, the Cash Reserve Account, the Swap Cash Collateral Account and the Expenses Account.

The Account Bank shall at all times be an Eligible Institution.

In addition, the Issuer (i) has opened with Banca Internazionale S.p.A. the Quota Capital Account, into which its contributed quota capital has been deposited, and (ii) may, after the Issue Date, open with the Account Bank the Securities Account and the Swap Securities Collateral Account.

Set out below is a description of credits and debits on the Accounts:

1. COLLECTION ACCOUNT

(a) *Credit:*

(i) on the Issue Date, all Collections received in respect of the Portfolio from the Valuation Date (included) until the Issue Date (excluded) shall be credited to the Collection Account (net of the component of the Purchase Price equal to the sum of the Interest Accrual);

(ii) on the Issue Date, any amount remaining on the Payments Account after making all payments or transfer due on that date shall be transferred from the Payments Account into the Collection Account;

(iii) save as provided for in paragraph (i) above, within 2 (two) Business Days following the reconciliation thereof in accordance with the Servicing Agreement, all Collections received or recovered by or on behalf of the Issuer in respect of the Portfolio shall be credited to the Collection Account;

(iv) any other amount received by the Issuer in respect of the Portfolio (including any proceeds deriving from the repurchase by the Originator of individual Receivables pursuant to the Transfer Agreement and any amount paid by the Originator to the Issuer pursuant to the Warranty and Indemnity Agreement, but excluding any amount which is expressed to be credited to another Account) shall be credited to the Collection Account;

(v) on any Payment Date, any amount allocated under item (xiii) (*thirteenth*) of the Pre-Acceleration Priority of Payments or item (xii) (*twelfth*) of the Post-Acceleration Priority of Payments shall be credited to the Collection Account;

(vi) all amounts on account of principal, interest, premium or other profit deriving from the Eligible Investments made using funds standing to the credit of the Collection Account shall be credited to the Collection Account;

(vii) any other amount received by the Issuer under the Transaction Documents which is not expressed to be paid into another Account shall be credited to the Collection Account; and

(viii) any interest accrued from time to time on the balance of the Collection Account shall be credited to the Collection Account.

(b) *Debit:*

(i) in accordance with the provisions of the Agency and Accounts Agreement, the amounts standing to the credit of the Collection Account shall be applied by the Account Bank, if so directed by the Issuer (acting upon written instructions of the Servicer), to settle Eligible Investments;

(ii) upon written instructions of the Issuer (as directed by the Servicer), any sum erroneously transferred to the Issuer or Collection remained unpaid (insoluto) after its transfer to the Issuer pursuant to the Servicing Agreement shall be returned to the Servicer outside the Priority of Payments;

(iii) upon written instructions of the Issuer, any sum recovered by the Issuer from third parties after receipt of any payment from the Originator pursuant to the Warranty and Indemnity Agreement shall be returned to the Originator outside the Priority of Payments; and

(iv) 2 (two) Business Days prior to each Payment Date, the Issuer Available Funds then standing to the credit of the Collection Account shall be transferred into the Payments Account.

2. CASH RESERVE ACCOUNT

(a) *Credit:*

(i) on the Issue Date, an amount equal to the Cash Reserve Initial Amount shall be transferred from the Payments Account into the Cash Reserve Account;

(ii) on each Payment Date up to (but excluding) the earlier of (A) the Payment Date following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, and (B) the Payment Date on which the Senior Notes will be redeemed in full and/or cancelled, an amount necessary to bring the balance of the Cash Reserve Account up to (but not exceeding) the Cash Reserve Required Amount shall be credited to the Cash Reserve Account in accordance with the Pre-Acceleration Priority of Payments;

(iii) all amounts on account of principal, interest, premium or other profit deriving from the Eligible Investments made using funds standing to the credit of the Cash Reserve Account shall be credited to the Cash Reserve Account; and

(iv) any interest accrued from time to time on the Cash Reserve Amount shall be credited to the Cash Reserve Account.

(b) *Debit:*

(i) in accordance with the provisions of the Agency and Accounts Agreement, the amounts standing to the credit of the Cash Reserve Account shall be applied by the Account Bank, if so directed by the Issuer (acting upon written instructions of the Servicer), to settle Eligible Investments; and

(ii) 2 (two) Business Days prior to each Payment Date, the Issuer Available Funds then standing to the credit of the Cash Reserve Account shall be transferred into the Payments Account.

3. EXPENSES ACCOUNT

(a) *Credit:*

(i) on the Issue Date, an amount equal to the Retention Amount shall be transferred from the Payments Account into the Expenses Account;

(ii) on each Payment Date, an amount necessary to bring the balance of the Expenses Account up to (but not exceeding) the Retention Amount shall be credited to the Expenses Account in accordance with the applicable Priority of Payments; and

(iii) any interest accrued from time to time on the balance of the Expenses Account shall be credited to the Expenses Account.

(b) *Debit:*

(i) during each Interest Period, the amounts standing to the credit of the Expenses Account shall be used to pay the Expenses falling due in the relevant Interest Period;

(ii) after the Payment Date on which the Notes have been redeemed in full and/or cancelled, the amounts remaining on the Expenses Account shall be used to pay any known Expenses not yet paid and any Expenses falling due after such Payment Date.

4. SECURITIES ACCOUNT (IF ANY)

(a) *Credit:*

the Eligible Investments consisting of securities settled by the Account Bank, if so directed by the Issuer (acting upon written instructions of the Servicer), using the amounts from time to time standing to the credit of the Collection Account and the Cash Reserve Account shall be deposited into the Securities Account; and

(b) Debit:

the Eligible Investments consisting of securities to be liquidated pursuant to the provisions of the Agency and Accounts Agreement shall be transferred out of the Securities Account.

5. PAYMENTS ACCOUNT

(a) Credit:

(i) on the Issue Date, the net proceeds of the issuance of the Notes - to the extent not subject to set-off with the amounts due to the Originator as Purchase Price for the Portfolio pursuant to the Transfer Agreement (being an amount equal to Euro 12,039,500.17) - shall be credited to the Payments Account;

(ii) 2 (two) Business Days prior to each Payment Date, the amounts to be transferred from the Collection Account and the Cash Reserve Account into the Payments Account shall be credited to the Payments Account;

(iii) upon receipt thereof, the proceeds deriving from the disposal (if any) of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of early redemption of the Notes pursuant to Condition 6(d) (*Early*

redemption for Tax or Illegality Event) or Condition 6(e) (*Early redemption for Clean-up Call Event*) shall be credited to the Payments Account;

(iv) all amounts payable to the Issuer under or in relation to the Swap Agreement in respect of such Payment Date (other than any early termination amount or Replacement Swap Premium and any Swap Collateral, Swap Tax Credits, Excess Swap Collateral, or any other amount standing to the credit of the Swap Cash Collateral Account);

(v) upon the termination of the Swap Agreement, any remaining amounts and/or securities standing to the credit of the Swap Collateral Accounts may be withdrawn (and liquidated, where applicable) and paid into the Payments Account pursuant to paragraph 6(b)(ii)(C) below and will then form part of the Issuer Available Funds;

(vi) any interest accrued from time to time on the balance of the Payments Account shall be credited to the Payments Account.

(b) *Debit:*

(i) on the Issue Date, an amount equal to the Cash Reserve Initial Amount shall be transferred into the Cash Reserve Account;

(ii) on the Issue Date, an amount equal to the Retention Amount shall be transferred into the Expenses Account;

(iii) on the Issue Date, any amount remaining after making payments due under paragraphs from (i) to (ii) (inclusive) above shall be transferred into the Collection Account;

(iv) 1 (one) Business Day prior to each Payment Date, an amount equal to the amount of principal and interest due in respect of the Notes, as well as Class J Variable Return (if any) due on the Class J Notes, on the relevant Payment Date shall be transferred to the Paying Agent (to the extent that the Paying Agent and the Account Bank are not the same entity); and

(v) save as provided for in paragraph (iii) above, on each Payment Date, all payments to be made in accordance with the applicable Priority of Payments, as specified in the relevant Payments Report, shall be made out of the Payments Account.

6. SWAP COLLATERAL ACCOUNTS

(a) *Credit:*

(i) any Swap Collateral consisting of cash shall be credited to the Swap Cash Collateral Account;

(ii) any Swap Collateral consisting of securities shall be deposited into the Swap Securities Collateral Account (if any); and

(iii) any interest accrued from time to time on the balance of the Swap Cash Collateral Account shall be credited to the Swap Cash Collateral Account.

(b) *Debit:*

(i) prior to the termination of the Swap Agreement, all amounts and/or securities standing to the Swap Collateral Accounts which the Swap Counterparty is entitled to under the terms of the Swap Agreement (including as a result of changes in the value of the collateral and/or the Swap Agreement) shall be returned to the Swap Counterparty;

(ii) following the termination of the Swap Agreement:

(A) the amounts and/or securities standing to the credit of the Swap Collateral Accounts, which exceed the termination amount (if any) that would have otherwise been payable by the Swap Counterparty to the Issuer had the Swap Collateral not been provided pursuant to the Swap Agreement, may be withdrawn from the Swap Collateral Accounts and paid and/or returned exclusively in or towards satisfaction of the amounts (if any) that are due and payable to the Swap Counterparty pursuant to the Swap Agreement (including, for the avoidance of doubt, the repayment of any Swap Collateral posted in accordance with and subject to the Swap Agreement), irrespective of the applicable Priority of Payments;

(B) after application in accordance with paragraph (A) above, any remaining amounts and/or securities standing to the credit of the Swap Collateral Accounts, together with any amount paid by the Swap Counterparty to the Issuer upon such termination, shall first be applied by the Issuer towards any payment of any Replacement Swap Premium payable to a replacement swap counterparty for it entering into a replacement swap agreement with the Issuer on substantially the same terms as the Swap Agreement. To the extent that such remaining amounts and/or securities standing to the credit of the Swap Collateral Accounts, together with any amount paid by the Swap Counterparty to the Issuer upon the termination of the Swap Agreement, are greater than the Replacement Swap Premium or no such Replacement Swap Premium is required to be made to a replacement swap counterparty, such remaining amounts and/or securities shall be applied, after payment of any such Replacement Swap Premium, against any amount payable by the Issuer to the Swap Counterparty upon the termination of the Swap Agreement (including, for the avoidance of doubt, the repayment of any Swap Collateral posted in accordance with and subject to the Swap Agreement), irrespective of the applicable Priority of Payments; and

(C) after application in accordance with paragraphs (A) and (B) above and to the extent only that there are no further amounts payable by the Issuer to the Swap Counterparty upon the termination of the Swap Agreement, (A) any remaining amounts and/or securities standing to the credit of the Swap Collateral Accounts may be withdrawn (and liquidated, where applicable) and paid into the Payments Account and will then form part of the Issuer Available Funds, and (B) any amount remaining from any amount paid by the Swap Counterparty to the Issuer upon the termination of the Swap Agreement shall remain in the Payments Account and will then form part of the Issuer Available Funds.

TAXATION IN THE REPUBLIC OF ITALY

The statements herein regarding taxation are based on the relevant practice and the laws in force in Italy as at the date of this Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

The following summary will not be updated by the Issuer after the Issue Date to reflect changes in laws after the Issue Date and, if such a change occurs, the information in this summary could become invalid. Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Notes.

Italian legal and tax concepts may not be identical to the concepts described by the same English term as they exist under terms of different jurisdictions and any legal or tax concept expressed by using the relevant Italian term shall prevail over the corresponding concept expressed in English terms.

1. Tax treatment of interest and similar proceeds payable under the Notes

Decree 239 sets out the applicable regime regarding the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) (hereinafter collectively referred to as **Interest**) deriving from notes falling within the category of bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*).

For this purpose, pursuant to Article 44 of Presidential Decree No. 917 of 22 December 1986, as amended and supplemented (**Decree 917**) bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*) are securities that:

(a) incorporate an unconditional obligation to pay, at redemption or maturity, an amount not lower than their nominal value;

(b) attribute to the holders no direct or indirect right to control or participate in the management of the issuer or in the management of the business in respect of which the notes have been issued; and

(c) do not provide for a remuneration which is entirely linked to the profits of the issuer, or other companies belonging to the same group or to the business in respect of which the securities have been issued.

Decree 239 regulates the tax treatment of Interest related to bonds or similar securities to the extent they are, *inter alia*:

(a) issued by Italian securitisation vehicle incorporated according with Italian Law No. 130 of 30 April 1999, as amended; or

(b) issued by companies whose shares are listed on a regulated market or on a multilateral trading facility of an EU Member State or of a State party to the EEA Agreement included in the list provided for by Italian Ministerial Decree dated 4 September 1996, as amended from time to time (possibly further amended by future Ministerial Decrees to be issued under Article 11, paragraph 4, let. c) of Decree 239) (the **White List**); or

(c) listed on a regulated market or on a multilateral trading facility of an EU Member State or of a State party to the EEA Agreement included in the White List; or

(d) subscribed, transferred to and held by qualified investors (as defined under Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended) only.

Italian resident Noteholders

Where an Italian resident Noteholder is the beneficial owner of Interest payments under the Notes and is:

(i) an individual not engaged in an entrepreneurial activity to which the Notes are connected;

(ii) a partnership (other than a *società in nome collettivo* or a *società in accomandita semplice* or a similar partnership) or a *de facto* partnership not carrying out commercial activities;

(iii) a non-commercial private or public institution (other than a company), a trust not carrying out mainly or exclusively commercial activities or the Italian State or other pubic and territorial entity;

(iv) an investor exempt from Italian corporate income taxation,

Interest deriving from the Notes and accrued during the relevant holding period is subject to a substitutive tax, referred to as *imposta sostitutiva*, levied at the rate of 26 per cent. (either when Interest is paid or obtained by the holder upon disposal of the Notes), unless the relevant Noteholder holds the Notes in a discretionary investment portfolio managed by an authorized intermediary and, under certain conditions, has validly opted for the application of the *risparmio gestito* regime provided for by Article 7 of Italian Legislative Decree No. 461 of November 21, 1997 (**Decree 461**) (see "*Taxation in the Republic of Italy*" below).

Where the resident holders of the Notes described above under (i) to (iii) above are engaged in an entrepreneurial activity to which the Notes are connected, *imposta sostitutiva* applies as a provisional tax. Interest will be included in the relevant beneficial owner's Italian income tax return and will be subject to Italian ordinary income taxation and the *imposta sostitutiva* may be recovered as a credit that can be offset against the income tax due.

Subject to certain conditions (including a minimum holding period requirement) and limitations, Interest relating to the Notes may be exempt from any income taxation (including from the 26 per cent. *imposta sostitutiva*) if the Noteholders are Italian resident individuals not engaged in entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 and the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time.

Where an Italian resident Noteholder is a company or similar commercial entity, or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected, and the Notes are deposited with an Intermediary (as defined below), Interest from the Notes will not be subject to *imposta sostitutiva* but must be included in the relevant Noteholder's income tax return and are therefore subject to general Italian corporate taxation (**IRES**) and, in certain circumstances, depending on the status of the Noteholder, also to regional tax on productive activities (**IRAP**).

Payments of Interest deriving from the Notes made to Italian resident real estate investment funds and Italian resident real estate investment companies with fixed capital (SICAF, i.e. *società di investimento a capitale fisso*) (the **Real Estate Funds**) complying with the relevant legal and

regulatory requirements and subject to the regime provided for by, *inter alia*, Law Decree No. 351 of 25 September 2001 and/or Law Decree No. 44 of 4 March 2014, each as amended, are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of such Real Estate Funds, provided that the Notes are timely deposited directly or indirectly with an Intermediary (as defined below). Subsequent distributions made in favour of unitholders or shareholders of the Real Estate Fund and income realised by the unitholders or shareholders in the event of redemption or sale of the units or shares in the Real Estate Fund may be subject, in certain circumstances, to a withholding tax of 26 per cent. Moreover, subject to certain conditions, depending on the status of the investor and the percentage of its participation, income realised by Real Estate Funds may be attributed to the relevant investors and subject to tax in their hands irrespective of its actual collection and in proportion to the percentage of ownership of units or shares on a tax transparency basis.

Where the Italian resident Noteholder is an open-ended or closed-ended investment fund (other than a Real Estate Fund), an investment company with fixed capital (SICAF, i.e. *società di investimento a capitale fisso*, other than a Real Estate Fund) or an investment company with variable capital (SICAV, i.e. *società di investimento a capitale variabile*) (together, the **Funds**) and either (i) the Fund or (ii) its manager is subject to the supervision of a regulatory authority and the Notes are deposited with an Intermediary (as defined below), payments of Interest on such Notes will not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund. The Fund will not be subject to taxation on such result, but a withholding tax of 26 per cent. may in certain circumstances apply to distributions made in favour of unitholders or shareholders or in case of redemption or sale of the units or shares in the Fund.

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by Article 17 of Legislative Decree No. 252 of 5 December 2005) and the Notes are deposited with an Intermediary (as defined below), payments of Interest relating to the Notes accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period to be subject to a 20 per cent. substitute tax on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Notes). Subject to certain conditions (including a minimum holding period requirement) and limitations, Interest relating to the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time.

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, investment companies (*società di intermediazione mobiliare*, **SIMs**), fiduciary companies, management companies (*società di gestione del risparmio*), stock brokers and other qualified entities identified by a decree of the Ministry of Finance (together the **Intermediaries** and each an **Intermediary**). An Intermediary must (a) be (i) resident in Italy, (ii) a permanent establishment in Italy of a non-Italian resident Intermediary or (iii) an entity or a company not resident in Italy, acting through a system of centralised administration of securities and directly connected with the Italian tax authorities having appointed an Italian representative for the purposes of Decree 239, and (b) intervene, in any way, in the collection of Interest or, also as transferees, in transfers or disposals of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes are not deposited with an Intermediary meeting the requirements under (a) and (b) above, *imposta sostitutiva* is applied and withheld by any Italian intermediary paying Interest to the holders of the Notes or, absent that, by the Issuer and gross recipients that are Italian resident corporations or permanent establishments in Italy of foreign corporations to which the Notes are effectively connected are entitled to deduct the suffered *imposta sostitutiva* from income taxes due.

Non-Italian resident Noteholders

Where the Noteholder is a non-Italian resident without a permanent establishment in Italy to which the Notes are connected, an exemption from the *imposta sostitutiva* applies, provided that the non-Italian resident Noteholder is the beneficial owner of relevant Interest (certain types of institutional investors are deemed to be beneficial owners by operation of law) and is :

(a) resident, for tax purposes, in a country which allows for a satisfactory exchange of information with Italy listed in the White List; or

(b) an international body or entity set up in accordance with international agreements which have entered into force in Italy; or

(c) a central bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or

(d) an institutional investor which is established in a country which allows for a satisfactory exchange of information with Italy listed in the White List, even if it does not possess the status of taxpayer therein and provided that it timely files with the relevant depositary an appropriate self-declaration confirming its status of institutional investor.

In order to ensure gross payment, non-Italian resident Noteholders above must:

(A) deposit, in due time, directly or indirectly, the Notes with a resident bank or a SIM or a permanent establishment in Italy of a non-Italian resident bank or SIM or with a non-Italian resident entity or company participating in a centralised securities management system which is in contact, via computer, with the Italian Ministry of Economy and Finance having appointed an Italian representative for the purposes of Decree 239 (*Euroclear* and *Clearstream* qualify as such latter kind of depositary); and

(B) file with the relevant depository a statement of the relevant Noteholder, which remains valid until withdrawn or revoked, in which the Noteholder declares to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. Such statement, which is not required for international bodies or entities set up in accordance with international agreements which have entered into force in Italy nor in case of foreign central banks or entities which manage, *inter alia*, the official reserves of a foreign State, must comply with the requirements set forth by Ministerial Decree of 12 December 2001, as subsequently amended.

Failure of a non-Italian resident holder of the Notes to comply in due time with the procedures set forth in Decree 239 and in the relevant implementing rules will result in the application of *imposta sostitutiva* on Interest payments to such non resident holder of the Notes.

The *imposta sostitutiva* will be applicable at the rate of 26 per cent. (or at the reduced rate provided for by the applicable double tax treaty, if any, and subject to timely filing of the required documentation) in respect to Interest accrued in the hands of Noteholders who are resident, for tax purposes, in countries which do not allow for a satisfactory exchange of information with Italy not included in the White List.

2. Capital gains tax

Italian resident Noteholders

Where an Italian resident Noteholder is (i) an individual holding the Notes not in connection with an entrepreneurial activity, (ii) a non-commercial partnership (other than a *società in nome collettivo* or a

società in accomandita semplice or a similar partnership) or a *de facto* partnership not carrying out commercial activities, or (iii) a non-commercial private or public institution (other than a company), a trust not carrying out mainly or exclusively commercial activities, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to an *imposta sostitutiva* provided for by Decree 461, levied at the rate of 26 per cent. Under certain conditions and limitations Noteholders may set off capital gains with their capital losses.

In respect of the application of *imposta sostitutiva*, taxpayers under (i) to (iii) above may opt for one of the three regimes described below:

(a) under the tax declaration regime (*regime della dichiarazione*), which is the standard regime for taxation of capital gains realised by Noteholders under (i) to (iii) above, *imposta sostitutiva* on capital gains will be chargeable, on a yearly cumulative basis, on all capital gains, net of any incurred capital loss of the same kind, realised by the relevant investor holding the Notes not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. The relevant Noteholder must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss of the same kind, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance of income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years;

(b) as an alternative to the tax declaration regime, Noteholders under (i) to (iii) above may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Notes (the *risparmio amministrato* regime provided for by article 6 of Decree 461). Such separate taxation of capital gains is allowed subject to (i) the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries (including permanent establishments in Italy of foreign intermediaries) and (ii) a valid express election for the *risparmio amministrato* regime being timely made in writing by the relevant Noteholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Notes (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Notes results in a capital loss, such loss may be deducted only from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Noteholder is not required to declare the capital gains in the annual tax return; or

(c) any capital gains realised by Italian Noteholders under (i) to (iii) above who have entrusted the management of their financial assets, including the Notes, to an authorised intermediary and have validly opted for the so called *risparmio gestito* regime provided for by Article 7 of Decree 461 will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Under the *risparmio gestito* regime, any decrease in value of the managed assets accrued at year end may be carried forward against any increase in value of the managed assets accrued in any of the four succeeding tax years. The Noteholder is not required to declare the capital gains realised in the annual tax return.

Subject to certain conditions (including a minimum holding period requirement) and limitations, Italian resident individuals not engaged in entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996

may be exempt from Italian capital gain taxes, including the *imposta sostitutiva*, on capital gains realised upon sale, transfer or redemption of the Notes, if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time.

Any capital gain obtained from the sale or redemption of the Notes would be treated as part of the taxable income for IRES purposes and, in certain circumstances, depending on the "status" of the Noteholder, also as part of the net value of the production for IRAP purposes, if realised by an Italian company or a similar commercial entity (including the Italian permanent establishment of foreign entities to which the Notes are connected), an Italian resident commercial partnership or an Italian resident individual engaged in an entrepreneurial activity to which the Notes are connected.

Any capital gains realised by a Noteholder that is a Real Estate Fund will be subject neither to *imposta sostitutiva* nor to any other income tax at the level of the Real Estate Fund Subsequent distributions made in favour of unitholders or shareholders of the Real Estate Fund and income realised by the unitholders or shareholders in the event of redemption or sale of the units or shares in the Real Estate Fund may be subject, in certain circumstances, to a withholding tax of 26 per cent. Moreover, subject to certain conditions, depending on the status of the investor and the percentage of its participation, income realised by Real Estate Funds may be attributed to the relevant investors and subject to tax in their hands irrespective of its actual collection and in proportion to the percentage of ownership of units or shares on a tax transparency basis.

Any capital gains realised by an Italian Noteholder that is a Fund will not be subject to *imposta sostitutiva*, but will be included in the result of the relevant portfolio accrued at the end of the relevant tax period which is exempt from income tax. Subsequent distributions made in favour of unitholders or shareholders and income realised by the unitholders or shareholders in the event of redemption or sale of the units or shares in the Fund may be subject, in certain circumstances, to a withholding tax of 26 per cent.

Any capital gains realised by a Noteholder that is an Italian pension fund (subject to the regime provided for by Article 17 of Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent. substitute tax. Subject to certain conditions (including a minimum holding period requirement) and limitations, capital gains on the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law, as amended and supplemented from time to time.

Non-Italian resident Noteholders

Capital gains realised by non-Italian resident Noteholders, not having a permanent establishment in Italy to which the Notes are connected, from the sale or redemption of Notes traded on regulated markets in Italy or abroad are neither subject to the *imposta sostitutiva* nor to any other Italian income tax (subject to timely filling of required documentation (in particular, a self-declaration stating that the Noteholder is not resident in Italy for tax purposes) with Italian qualified intermediaries (or permanent establishments in Italy of foreign intermediaries) with which the Notes are deposited. Italian tax authorities have clarified that the notion of multilateral trading facility (MTF) under EU Directive 2014/65/CE (so called MiFID II) can be assimilated to that of "regulated market" for income tax purposes; conversely, organized trading facilities (OTF), not falling in the definition of MTF under MiFID II, cannot be assimilated to "regulated market" for income tax purposes.

Capital gains realised by non-Italian resident Noteholders, not having a permanent establishment in Italy to which the Notes are effectively connected, from the sale or redemption of the Notes not traded on regulated markets are not subject to *imposta sostitutiva* provided that the Noteholder is the

beneficial owner of the capital gain (certain types of institutional investors are deemed to be beneficial owners by operation of law) and is (i) resident for tax purposes in a country included in the White List; or (ii) an international entity or body set up in accordance with international agreements ratified in Italy; or (iii) is a central bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (iv) an institutional investor which is established in a country included in the White List, even if it does not possess the status of a taxpayer in its own country of establishment, in any case, to the extent all the requirements and procedures set forth in Decree 239 and in the relevant implementation rules, as subsequently amended, in order to benefit from the exemption from *imposta sostitutiva* are met or complied with in due time, if applicable. In this case, if the non Italian Noteholders have opted for the *risparmio amministrato* regime or the *risparmio gestito* regime, exemption from Italian capital gains tax will apply upon condition that they file in due course with the authorised financial intermediary an appropriate self-declaration (*autocertificazione*) stating that they meet the requirements indicated above.

If none of the conditions described above is met, capital gains realised by non-Italian resident Noteholders from the sale or redemption of the Notes not traded on regulated markets and deemed to be held in Italy may be subject to *imposta sostitutiva* at the current rate of 26 per cent.

In any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes are effectively connected that may benefit from a double tax treaty with Italy providing that capital gains realised upon the sale or redemption of the Notes are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* in Italy on any capital gains realised upon the sale or redemption of the Notes provided all the conditions for its application are met. In this case, if the non-Italian resident Noteholders have opted for the *risparmio amministrato* regime or the *risparmio gestito* regime, exemption from Italian capital gains tax will apply upon the condition that they file in due course with the authorised financial intermediary appropriate documents which include, *inter alia*, a statement issued by the competent tax authorities of the country of residence of the non Italian Noteholders.

3. Transfer tax

Contracts relating to the transfer of securities are subject to registration tax as follows: (a) public deeds and notarised deeds (*atti pubblici e scritture private autenticate*) are subject to a fixed registration tax of €200; (b) private deeds (*scritture private non autenticate*) are subject to registration tax only in case of voluntary registration (*volontaria registrazione*), explicit reference (*enunciazione*) or case of use (*caso d'uso*).

4. Inheritance and gift taxes

Pursuant to Law No. 346 of 31 October 1990 and Law No. 286 of 24 November 2006, as subsequently amended, the transfers of any valuable asset (including the Notes) as a result of gift, donation or succession of Italian residents and non-Italian residents (but in such latter case limited to assets held within the Italian territory – which, for presumption of law, includes bonds issued by Italian resident issuers) are subject to Italian inheritance and gift taxes as follows:

(i) transfers in favour of the spouse and direct descendants or ascendants are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding, for each beneficiary, €1,000,000;

(ii) transfers in favour of the brothers or sisters are subject to an inheritance and gift tax applied at a rate of 6 per cent. on the value of the inheritance or the gift exceeding, for each beneficiary, €100,000;

(iii) transfers in favour of all other relatives up to the fourth degree or relatives-in-law up to the third degree, are subject to an inheritance and gift tax applied at a rate of 6 per cent. on the entire value of the inheritance or the gift; and

(iv) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the transfer is made in favour of persons with severe disabilities, the tax is levied at the rate mentioned above in (i), (ii) and (iii) on the value exceeding, for each beneficiary, a threshold of €1,500,000.

The transfer of financial instruments (including the Notes) as a result of death is exempt from inheritance tax when such financial instruments are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law, as amended and supplemented from time to time.

5. Stamp duties

Pursuant to Article 13(2-ter) of the tariff Part I attached to Presidential Decree No. 642 of 26 October 1972, as amended (**Decree 642**), a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by an Italian based financial intermediary to its clients in respect of any financial product and instrument (including the Notes) which may be deposited with such financial intermediary in Italy. The stamp duty is collected by the Italian resident financial intermediaries and applies at a rate of 0.2 per cent. and cannot exceed Euro 14,000 for taxpayers other than individuals. This stamp duty is determined on the basis of the market value or, if no market value figure is available, on the basis of face value or redemption value, or in the case the face or redemption values cannot be determined, on the basis of purchase value of the financial assets held.

The statement is deemed to be sent at least once a year, including with respect to the instruments for which it is not mandatory the deposit, the release or the drafting of the statement. In case of reporting periods of less than 12 months, the stamp duty is payable on a pro-rata basis.

Pursuant to the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 29 July 2009, as subsequently amended, supplemented and restated) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

Stamp duty applies both to Italian resident and to non-Italian resident investors, to the extent that the relevant securities (including the Notes) are held with an Italian-based financial intermediary (and not directly held by the investor outside Italy, in which case Italian wealth tax (see below under "Wealth tax on financial products held abroad") applies to Italian resident Noteholders only).

6. Tax monitoring obligations

Pursuant to Law Decree No. 167 of 28 June 1990, converted with amendments by Law No. 227 of 4 August 1990, as amended, individuals, non-commercial entities and certain partnerships (*società semplici* or similar partnerships in accordance with Article 5 of Decree 917) resident in Italy for tax purposes under certain conditions, are required to report for tax monitoring purposes in their yearly income tax return the amount of investments directly or indirectly held abroad.

The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the beneficial owner of the instrument.

No disclosure requirements exist, *inter alia*, for investments and financial activities (including the Notes) under management or administration entrusted to Italian resident intermediaries and for contracts concluded through their intervention, provided that the cash flows and the income derived from such activities and contracts have been subject to Italian withholding or substitute tax by the intermediaries themselves.

7. Wealth tax on financial products held abroad

In accordance with Article 19 of Decree No. 201 of 6 December 2011, converted with amendments by Law No. 214 of 22 December 2011, as amended, individuals, non-commercial entities and certain partnerships (*società semplici* or similar partnerships in accordance with Article 5 of Decree 917) resident in Italy for tax purposes holding financial products – including the Notes – outside of the Italian territory are required to declare in their own annual tax return and pay a wealth tax at the rate of 0.2 per cent. (***IVAFE***). For taxpayers other than individuals, IVAFE cannot exceed Euro 14,000 per year.

The tax applies on the market value at the end of the relevant year (or if earlier, at the end of the holding period) or – in the lack of the market value – on the basis of face value or redemption value, or in the case the face or redemption values cannot be determined, on the basis of the purchase value of the financial assets held outside of the Italian territory. Taxpayers can generally deduct from the tax a tax credit equal to any wealth taxes paid in the State where the financial products are held (up to the amount of the Italian wealth tax due).

Financial assets (including the Notes) held abroad are excluded from the scope of the IVAFE if they are administered by Italian financial intermediaries pursuant to an administration agreement and the items of income derived from the such instruments have been subject to tax by the same intermediaries. In this case, the above mentioned stamp duty provided for by Article 13 of the Tariff attached to Decree No. 642 does apply.

DESCRIPTION OF THE TRANSACTION DOCUMENTS

The description of the Transaction Documents set out below is an overview of certain features of those agreements and is qualified by reference to the detailed provisions of the Transaction Documents. Prospective Noteholders may inspect copies of the Transaction Documents on the Securitisation Repository.

1. THE TRANSFER AGREEMENT

General

Pursuant to the terms of the Transfer Agreement, the Originator has assigned and transferred to the Issuer, which has purchased, without recourse (*pro soluto*), in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and article 58 of the Consolidated Banking Act, the Portfolio with economic effects from (but excluding) the Valuation Date and legal effect from (and including) the Transfer Date.

The transfer of the Receivables comprised in the Portfolio has been rendered enforceable against any third party creditors of the Originator (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette no. 123, Part II of 20 October 2022, and (ii) the registration of the transfer in the companies' register of Treviso-Belluno on 14 October 2022.

Criteria

The Receivables included in the Portfolio have been selected by the Originator in such a way as to constitute a pool of monetary receivables that can be identified pursuant to and for the purposes of the combined provisions of articles 1 and 4 of the Securitisation Law and article 58 of the Consolidated Banking Act. The Receivables comprised in the Portfolio shall, as at the Valuation Date, comply with the Criteria. For further details, see the section headed "*The Portfolio*".

Purchase Price

The Purchase Price for the Portfolio will be financed by the Issuer using part of the proceeds of the issuance of the Notes and will be payable to the Originator on the Issue Date (to the extent not subject to the set-off with the subscription monies due by the Originator to the Issuer, as Junior Notes Subscriber pursuant to the Junior Notes Subscription Agreement).

Undertakings of the Originator

The Transfer Agreement contains a number of undertakings by the Originator in respect of its activities relating to the Receivables. These include undertakings to refrain from conducting activities with respect to the Receivables which may adversely affect the Receivables and the relevant Collateral Security and, in particular, not to assign or transfer the whole or any part of the Receivables and/or the Collateral Security to any third party, not to create, or permit to be created, any security interest, lien, privilege or encumbrance or other right in favour of third parties over the Receivables and/or the Collateral Security, or any part thereof. The Originator has also undertaken not to agree to compromise or amend the provisions of the Loan Agreements and/or the Collateral Security, agree to the release of any Debtor and/or Insurance Company, terminate the Loan Agreements and/or the Collateral Security or do or agree to any other thing which may result in invalidating or diminishing the value of the Receivables and/or the Collateral Security, unless permitted by the Servicing Agreement.

Individual Receivables Repurchase Option

Pursuant to the Transfer Agreement, the Issuer has irrevocably granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase individual Receivables comprised in the Portfolio (the **Individual Receivables Repurchase Option**). The Individual Receivables Repurchase Option can be exercised by the Originator on any date by serving a written notice on the Issuer (with copy to the Representative of the Noteholders) (the **Individual Receivables Repurchase Option Exercise Notice**), provided that:

(a) the Outstanding Principal, as at the relevant economic effective date (as specified in the relevant Individual Receivables Repurchase Option Exercise Notice), of the Defaulted Receivables subject to repurchase, plus the aggregate Outstanding Principal, as at the relevant economic effective date (as specified in the relevant Individual Receivables Repurchase Option Exercise Notice), of the Receivables already repurchased, shall not exceed 7 per cent. of the aggregate Outstanding Principal, as at the Valuation Date, of all Receivables comprised in the Portfolio; and

(b) the Originator has delivered to the Issuer the following certificates:

(i) a solvency certificate signed by an authorised representative of the Originator, in the form attached to the Transfer Agreement, dated no earlier than 5 (five) Business Days prior to the date of exercise of the Individual Receivables Repurchase Option; and

(ii) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*), dated no earlier than 2 (two) Business Days prior to the date of exercise of the Individual Receivables Repurchase Option, stating that the Originator is not subject to any insolvency proceeding.

It is understood that the repurchase of any individual Receivable shall be made (i) with reference to any Defaulted Receivable, in order to facilitate the recovery and liquidation process in respect of such Defaulted Receivable, (ii) with reference to any Receivable other than a Defaulted Receivable, only in extraordinary circumstances and without affecting the interests of the Noteholders, and (iii) in each case, with a view to allowing the Originator to maintain good relationships with its clients and for other commercial reasons and avoid any discrimination in treatment between the Debtors and the other clients (also in the event that the renegotiation limits set out in the Servicing Agreement are reached) and not for speculative purposes aimed at achieving a better performance of the Securitisation, pursuant to article 20(7) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

The repurchase price shall be equal to: (i) for the Receivables other than Defaulted Receivables, the Outstanding Principal of the relevant Receivables as at the relevant economic effective date (as specified in the relevant Individual Receivables Repurchase Option Exercise Notice), plus an amount equal to the relevant Interest Accrual as at such economic effective date or (ii) for the Defaulted Receivables, the nominal value of such Receivables net of any write-down made by the Originator on the last available reference date.

The repurchase of each Receivable will be effective subject to the actual payment in full of the repurchase price, on the relevant legal effective date (as specified in the relevant Individual Receivables Repurchase Option Exercise Notice), into the Collection Account.

The repurchase of each Receivable shall (i) be made without recourse (*pro soluto*), at risk of the purchaser (*a rischio e pericolo del compratore*) pursuant to article 1488, paragraph 2, of the Italian civil code, without any warranty by the Issuer (including, without limitation, any warranty as to the

existence of the relevant Receivable in derogation of article 1266, paragraph 1, of the Italian civil code) and (ii) be considered as an aleatory agreement (*contratto aleatorio*) pursuant to article 1469 of the Italian civil code.

Portfolio Repurchase Option

Pursuant to the Transfer Agreement, the Issuer has irrevocably granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase (in whole but not in part) the Portfolio then outstanding (the **Portfolio Repurchase Option**). The Portfolio Repurchase Option can be exercised by the Originator only in respect of any Payment Date following the occurrence of the Clean-up Call Event or a Tax or Illegality Event (the **Relevant Payment Date**) by serving a written notice on the Issuer (with copy to the Representative of the Noteholders) (the **Portfolio Repurchase Option Exercise Notice**), no later than 30 (thirty) Business Days prior to the Relevant Payment Date, provided that:

(a) the Originator has obtained all the relevant authorisations, or made the relevant notices, required by the applicable laws and regulations;

(b) the Originator has delivered to the Issuer the following certificates:

(i) a solvency certificate signed by an authorised representative of the Originator, in the form attached to the Transfer Agreement, dated no earlier than 5 (five) Business Days prior to the date of exercise of the Portfolio Repurchase Option; and

(ii) a good standing certificate issued by the competent companies' register (certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura), dated no earlier than 2 (two) Business Days prior to the date of exercise of the Portfolio Repurchase Option, stating that the Originator is not subject to any insolvency proceeding.

The repurchase price of the Portfolio shall be equal to: (i) for the Receivables other than Defaulted Receivables, the Outstanding Principal of the relevant Receivables as at the relevant economic effective date (as specified in the relevant Portfolio Repurchase Option Exercise Notice), plus an amount equal to the Interest Accrual as at such economic effective date or (ii) for the Defaulted Receivables, the nominal value of such Receivables net of any write-dows made by the Originator on the last available reference date.

The repurchase of the Portfolio will be effective subject to the actual payment in full of the repurchase price, within 2 (two) Business Days prior to the Relevant Payment Date, into the Payments Account.

The repurchase of the Portfolio shall (i) be made without recourse (*pro soluto*), at risk of the purchaser (*a rischio e pericolo del compratore*) pursuant to article 1488, paragraph 2, of the Italian civil code, without any warranty by the Issuer (including, without limitation, any warranty as to the existence of the Receivables comprised in the Portfolio in derogation of article 1266, paragraph 1, of the Italian civil code) and (ii) be considered as an aleatory agreement (*contratto aleatorio*) pursuant to article 1469 of the Italian civil code.

Governing Law and Jurisdiction

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

Any dispute which may arise in relation to the Transfer Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Rome.

2. THE SERVICING AGREEMENT

General

Pursuant to the Servicing Agreement, the Servicer has agreed to administer, service and collect on behalf of the Issuer amounts in respect of the Portfolio. The Servicer shall act as the entity responsible for the collection of the assigned receivables and for the cash and payment services ("*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*") pursuant to article 3, paragraph 3, letter c), of the Securitisation Law and, therefore, shall be responsible under article 2, paragraph 6-*bis*, of the Securitisation Law.

Activities to be performed by the Servicer

Pursuant to the Servicing Agreement, the Servicer has agreed to perform, among others, the following activities:

(a) to verify that the Securitisation is compliant with Italian applicable law and the Prospectus;

(b) to manage and administer the Collections in accordance with the provisions of the Servicing Agreement;

(c) to monitor all movements related to the Collection Account, with the express right to request and receive a statement of the balance and the list of the movements of the Collection Account from the Account Bank;

(d) the due compliance with any provision, law and regulation applicable in Italy in connection with the administration and collection of Receivables;

(e) subject to the provisions of the Servicing Agreement, to enter into settlement agreements with the Debtors in relation to the relevant Loan Agreements and Receivables;

(f) to act, promote and foster the measures and exercise the rights of the Issuer towards the Debtors, including (but not limited to) the claims, actions and rights for the recovery of the Receivables, even through the enforcement of the Collateral Security (in any case keeping informed the Issuer) and the fulfilment of any activity related to the management of the Defaulted Receivables, including the collection and the discharge of the relevant Receivables if required and, in particular, the promotion of judicial proceedings or the intervention in judicial proceedings already pending, as soon as it becomes aware of such judicial proceedings, or the application for claim in insolvency proceedings, managing with the highest diligence the activities of management of the Defaulted Receivables and the recovery of the relevant Receivables, pursuant to the provisions of the Servicing Agreement and the applicable Credit and Collection Policies during the execution of such agreement;

(g) to promote the measures (which may also disregard a situation of default) necessary for the protection of the Issuer's credit reasons, including the actions for the restoration of the Collateral Security and for the continuation of the Insurance Policies.

Sub-delegation

The Servicer shall be entitled to sub-delegate to third parties, under the Servicer's full responsibility and in any case within the limits of the applicable laws and at the Servicer's own costs and expenses, certain management, administration and collection activities relating to the Receivables, provided that the Servicer shall be liable, without any limitation, and by way of express derogation of the second paragraph of article 1717 of the Italian civil code, for any activities performed (or failed to be performed) by any entity directly sub-delegated by the Servicer, and it has undertaken to indemnify the Issuer and hold it harmless from any and all claims, losses, damages, liabilities, costs, penalties, fines, forfeitures, reasonable and documented legal fees and expenses suffered or incurred in relation thereof, and the Issuer shall not have any liability for any costs, charges or expenses payable to or incurred by the sub-delegated, except for any loss, damage or cost deriving from the wilful default (*dolo*) or gross negligence (*colpa grave*) of the Issuer.

Collections

Upon receipt of any and all Collections and throughout the term of the Servicing Agreement, the Servicer shall, on behalf and in the interest of the Issuer, segregate such Collections as separate assets from its own funds, assets and, in any event, transfer to the Issuer the Collections received or recovered within 2 (two) Business Days from reconciliation thereof, by crediting the same to the Collection Account.

Servicer's Report

The Servicer has undertaken to prepare and deliver, on or prior to each Servicer's Report Date, the Servicer's Report to the Issuer, the Account Bank, the Calculation Agent, the Representative of the Noteholders, the Paying Agent, the Back-up Servicer Facilitator, the Corporate Servicer, the Arranger, the Swap Counterparty and the Rating Agencies.

Representations of the Servicer

The Servicer has represented to the Issuer, *inter alia*, that it has expertise in servicing exposures of a similar nature to those securitised and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures in accordance with article 21(8) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

Amendments and settlement agreements

Save as indicated below, the Servicer will not agree on any amendment of the terms of the Receivables, nor amend the terms and conditions of the Receivables, nor grant extensions, waivers in whole or in part to the Receivables, nor allow the deferral of payments due by the Debtors in relation to Receivables nor agree on any settlement agreement in relation to any Receivable without the prior written consent of the Issuer and the Representative of the Noteholders.

In relation to the Receivables other than Defaulted Receivables, the Servicer has the right to agree within the following limits:

(i) changes to the dies a quo (*cambi di decorrenza*) specifically communicated, also per facta concludentia, by Employers and/or Pension Authorities;

(ii) split payments (*pagamenti frazionati*) of the Instalments determined by the reduction of the salary/pension; or

(iii) waiver of penalties due by the relevant Borrower in case of prepayment of the relevant Loan;

(iv) if required by the applicable laws and/or applicable national conventions to which the Servicer has adhered and/or operational practices of the Employers, the Pension Authorities and/or the Pension Funds and/or banking market practices, the suspension or postponement at the end of the Amortisation Plan (*accodamento*) of certain Instalments, within the limits of such laws or conventions or operational practices.

With reference to Defaulted Receivables, if required by the applicable laws and/or applicable national conventions to which the Servicer has adhered and/or operational practices of the Employers, the Pension Authorities, within the limits of such laws or conventions or operational practices, the Servicer shall have the power to agree on:

(i) changes to the dies a quo (*cambi di decorrenza*) specifically communicated, also *per facta concludentia*, by Employers and/or the Pension Authorities;

(ii) split payments (*pagamenti frazionati*) of the Instalments determined by the reduction of the salary/pension; and/or

(iii) the suspension of certain Instalments subject to terms and conditions set out into the Credit and Collection Policies.

With reference to Defaulted Receivables, the Servicer is authorised to execute settlement agreements pursuant to which a collection of at least 50 per cent. of the Outstanding Principal of the relevant Defaulted Receivable is envisaged as of the relevant date of classification of the Receivable as Defaulted Receivable, provided that such settlement agreement is in the interest of the Issuer in order to maximise the relevant collection.

Termination of the appointment of the Servicer

The Issuer may (or shall, if so requested by the Representative of the Noteholders) terminate the appointment of the Servicer under the Servicing Agreement and appoint a substitute servicer identified by the Issuer with the support of the Back-up Servicer Facilitator (the **Substitute Servicer**). Any of the following events shall constitute an event of termination of the appointment of the Servicer (each a **Servicer Termination Event**):

(a) *Servicer Insolvency*

an Insolvency Event occurs in respect of the Servicer; or

(b) *Winding-up of the Servicer*

a court order is made or an effective resolution is passed by the Servicer for the winding up or dissolution of the Servicer; or

(c) *Failure to Pay*

failure on the part of the Servicer to deposit or pay any amount required to be paid or deposited by it under the Servicing Agreement within 5 (five) Business Days after the due date thereof, except where such failure is attributable to strikes, technical delays, force majeure or any other justified reason, in which case the 5 (five) Business Days remedy period shall commence on the date on which the relevant strikes, technical delays, force majeure or other justified reason cease to persist; or

(d) *Breach of Obligations*

failure by the Servicer to comply in any material respect with any other terms and conditions of the Servicing Agreement or any other Transaction Document to which it is a party (other than the obligation of paragraph (c) above and the obligation to prepare and deliver the Servicer's Report) which failure to comply is not remedied, where a cure is possible, within a period of 15 (fifteen) Business Days from the date on which the Servicer receives written notice of such non-compliance from the Issuer; or

(e) *Missing Servicer's Report*

failure on the part of the Servicer to deliver the Servicer's Report or Loan by Loan Report, by 7 (seven) Business Days after each Servicer's Report Date or SR Report Date, as the case may be, or delivery by the Servicer of an incomplete Servicer's Report or Loan by Loan Report, unless such failure is due to force majeure and/or technical delays not attributable to the Servicer, provided that it is delivered (in the correct form, if applicable) within 5 (five) Business Days after such events cease to persist; or

(f) *Breach of Representations and Warranties*

any of the representations and warranties given by the Servicer in the Servicing Agreement or in any other Transaction Document to which it is a party is incorrect or incomplete in any material respect when given or repeated, unless the Servicer, to the extent such breach is curable, provides a remedy within 15 (fifteen) Business Days from the date on which such breach of representation or warranty is contested; or

(g) *Other*

it becomes unlawful for the Servicer to perform or comply with any of its obligations under the Servicing Agreement or the other Transaction Documents to which it is a party or the Servicer has been removed from the register of financial intermediaries held by Bank of Italy pursuant to article 106 of the Consolidated Banking Act (unless the Servicer is simultaneously enrolled in the register of the banks held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act) or the Servicer no longer meets the requirements set forth by the law or by the Bank of Italy for the entities that assume the tasks provided for under the Servicing Agreement in the context of a securitisation transaction or the Servicer is or will be unable to meet the current or future legal requirements required to entities acting as servicers in the context of a securitisation transaction by the Bank of Italy or other competent authorities.

The Servicer shall promptly notify in writing the Issuer, the Back-up Servicer Facilitator, the Representative of the Noteholders, the Rating Agencies and the Arranger of the occurrence of any Servicer Termination Event.

The Issuer may (or shall, if so requested by the Representative of the Noteholders) terminate the appointment of the Servicer under the Servicing Agreement and appoint a substitute servicer identified by the Issuer with the support of the Back-up Servicer Facilitator (the **Substitute Servicer**), which, *inter alia*, the Substitute Servicer has expertise in servicing exposures of a similar nature to the Receivables and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures, in accordance with article 21(8) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria, The Substitute Servicer shall replace the Servicer within 30 (thirty) Business Days following the occurrence of the relevant Servicer Termination Event. The termination of the Servicer shall be promply reported through the Inside Information and Significant Event Report.

The Servicer shall, forthwith and in any event within 10 (ten) Business Days following the receipt of a notice of termination of its appointment pursuant to the Servicing Agreement, at is own cost, notify the Debtors, the Employers, the Pension Authorities and the Insurance Companies to pay any amount due in respect of the Receivables directly into the Collection Account.

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.

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.

Governing Law and Jurisdiction

The Servicing Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Servicing Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Rome.

3. THE WARRANTY AND INDEMNITY AGREEMENT

General

Pursuant to the Warranty and Indemnity Agreement, the Originator (i) has given certain representations and warranties in favour of the Issuer in relation to, *inter alia*, itself, the Receivables, the Loans and the Borrowers, and (ii) has agreed to repurchase the Receivables which do not comply with any such representation and warranty and has undertaken certain indemnity obligations in favour of the Issuer.

Representations and warranties

Under the Warranty and Indemnity Agreement, the Originator has represented and warranted, *inter alia*, as follows:

Status and Transaction Documents

(a) *(Status):* the Originator is a financial intermediary duly and validly incorporated, organized and existing and *in bonis* pursuant to Italian law, registered with the list of the financial intermediaries held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act under no. 29, and having the full capacity to enter into the Transfer Agreement and any other Transaction Document to which it is or it will be a party and to fulfil the relevant obligations under the Transfer Agreement and of such documents.

(b) (*Permissions and authorisations*): all the activities, permissions and any authorisations necessary to allow the execution and the performance by the Originator of the Transfer Agreement and of all the other Transaction Documents to which it is a party, have been duly performed and obtained.

(c) (*Powers*): the execution of the Transfer Agreement and any other Transaction Documents to which it is a party and the performance of the obligations therein provided:

(i) comply with the Originator's by-laws ("*statuto*");

(ii) have been duly authorized and approved by the competent corporate bodies of the Originator;

(iii) do not require any authorisation, nihil-obstat, consent by any public administration, entity or State authority other than such authorisations, nihil-obstat and consents already obtained by the Originator;

(iv) do not violate any obligation, waiver of any right or breach of any limit, by the Originator or its directors, provided by:

(v) its deed of incorporation ("*atto costitutivo*");

(vi) its by-laws ("*statuto*");

(vii) laws, provisions and regulations in force and applicable to the Originator;

(viii) any agreements, deeds, documents or any other contract binding for the Originator; or

(ix) any judgements, judicial deeds, arbitrations, injunctions, orders, or any other decrees binding for or applicable to the Originator or its assets.

(d) (*Transaction Documents*): the execution of the Transfer Agreement and of the other Transaction Documents to be executed by the Originator constitute legal, valid and binding obligations of the Originator which may not be annulled, cancelled or terminated and which are validly enforceable in judicial proceedings against it in accordance with their respective terms and conditions.

(e) (*Solvency*): the Originator is solvent and no facts or circumstances exist, to its knowledge and belief, which might render the Originator insolvent or unable to duly perform its obligations or subject to any insolvency event, nor any corporate action has been taken for its winding up or dissolution, nor any other action has been taken against or in respect of it which might adversely affect its capacity and ability to effect the assignment and transfer of the Receivables pursuant to the terms of the Transfer Agreement or to perform the obligations undertaken with the Transfer Agreement and with all the other Transaction Documents to which it is or will become a party, nor it will become insolvent as a consequence of the execution and performance of the Transfer Agreement and/or any other Transaction Document to which it is or will become a party.

(f) *(Financial Statements*): the most recent audited financial statements of the Originator give a true and fair view of the financial position of the Originator on that date and of the results of the activities of the Originator for the financial year ending at that date, all the above in accordance with the accounting principles generally accepted in Italy and consistently applied. Since the date of such financial statement, no material negative changes have occurred to the Originator's economic-financial and operating conditions which may have a

material adverse effect on its ability to perform and duly comply with all its obligations under the Transfer Agreement and any other Transaction Document to which it is a party.

(g) (*Execution of the Transaction Documents and disclosure of information*): neither the execution nor the performance by the Originator of the Transfer Agreement and other Transaction Documents to which it is or will become a party, nor the disclosure of accounting information or other information related to the Debtors, the guarantors, the Employers, the Insurance Companies, the Loan Agreements, the Salary Assignments, the Payment Delegations, the Insurance Policies, the Receivables and the Credit and Collection Policies will violate or will constitute a breach of any other agreement (including, but not limited to, the Loan Agreements, the Salary Assignments, the Payment Delegations and the Insurance Policies) nor be able to compromise the efficacy of the Transfer Agreement and the Transaction Documents to which it is a party.

(h) *(Servicing Agreement)*: other than the Servicing Agreement, the Originator has not entered into any servicing agreement with regard to the Loan Agreements or other servicing agreement that could be binding on the Issuer or could in any way affect the exercise by the Issuer of the rights arising from the Loan Agreements, the Salary Assignments, the Payment Delegations, the Insurance Policies or the Notes.

Existence, validity and title to the Receivables

(a) (*Existence and validity of the Receivables*): on the Valuation Date and on the Transfer Date, the Receivables are existing and constitute 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 Insolvency Code or any other similar law provisions generally applicable to the creditors' right).

(b) (*Title to the Receivables*): on the 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 Valuation Date and the Transfer Date, the beneficiary of each Salary Assignment, Payment Delegation, Insurance Policy and Collateral Security.

(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 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.

(d) *(Rights deriving from the transfer of the Receivables)*: there are no clauses or provisions in the Loan Agreements, the Salary Assignments, the Payment Delegations, the Insurance Policies, the Collateral Security and/or any other agreement, deed or documents relating thereto, pursuant to which the Debtors, the Guarantors, the Employers, the Pension Authorities are entitled to exercise any rights or powers as a consequence of the transfer of the Receivables.

(e) *(Employers, Pension Authorities and Pension Funds)*: all the Employers and Pension Authorities are set up and have their registered office or operative office in Italy as at the date of execution of the relevant Loan Agreement; to the knowledge of Fides, all the Employers and Pension Authorities are set up pursuant to Italian law and have their registered office or operative office in Italy as at the Transfer Date.

Transferability of the Receivables

(a) *(Transferability of the Receivables)*: there are no clauses or provisions in the Loan Agreements, the Salary Assignments, the Payment Delegations, the Insurance Policies or the Collateral Security and/or in the other agreements, deeds or documents related thereto, nor in the Reference Laws and any other applicable law and regulations, pursuant to which the Originator is prevented or limited from transferring, assigning or otherwise disposing of any of the Receivables.

(b) *(Effects of the transfer of the Receivables):* the transfer of Receivables to the Issuer pursuant to, and in accordance with, the terms of the Transfer Agreement, entails in favour of the Issuer the full ownership of each relevant Receivable and therefore the right to request, once the formalities for the enforceability of the transfer provided in the Transfer Agreement have been carried out, the payment of the Receivables directly from the respective Debtors, Guarantors, Employers, Pension Authorities, also with reference to severance payments and, with respect to the Insurance Policies, from the respective Insurance Companies.

(c) *(No prejudicial effects deriving from the transfer of the Receivables)*: the transfer of the Receivables to the Issuer does not negatively affect in any manner any payment obligations in respect of the Receivables or the validity or effectiveness of any other obligation of the Debtors, Gurantors, Employers, Pension Authorities and/or Insurance Companies nor any other third party obliged vis-à-vis the Originator, by virtue of any agreement, deed or document executed in connection with the Loan Agreements, the Salary Assignments, the Payment Delegations, the Insurance Policies or the Collateral Security.

(d) *(Authorisations and formalities for the transfer)*: all the permits, concessions, approvals, authorisations, consents, licenses, exemptions, deposits, certifications, registrations or declarations eventually required to the Originator by mandatory law provisions to any competent authority or provided by the Transaction Documents entered into by the Originator to which the Originator is a party according to the terms indicated therein necessary to the transfer of Receivables have been (or will be within the relevant terms) obtained, made, or borrowed.

(e) *(Validity of the transfers)*: the transfers of the Receivables to the Issuer in accordance with the Transfer Agreement does not violate nor constitute a breach of the terms and of the provisions of the Loan Agreements, the Salary Assignments, the Payment Delegations or the Insurance Policies, nor of the Reference Laws and any other applicable applicable regulation by the Originator.

Portfolio and transfer of Receivables

(Compliance with the applicable law): the transfer of the Receivables to the Issuer is compliant with the Securitisation Law and any other applicable laws and regulations and has been made enforceable against each relevant obligor assigned pursuant to the aforementioned rules.

STS representations

In addition, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that:

(a) (*Centre of main interest*) The "centre of main interests" of the Originator (as that term is used in article 3(1) of the EU Insolvency Regulation) is located within the territory of the Republic of Italy, pursuant to articles 20(2) and 20(3) of the EU Securitisation Regulation.

(b) (*No encumbrance*) As at the Valuation Date and as at the Transfer Date, to the best of Fides' knowledge, the Receivables comprised in the Portfolio are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the transfer of the Receivables to the Issuer pursuant to article 20(6) of the EU Securitisation Regulation.

(c) (*Homogeneity*) As at the Valuation Date and as at the Transfer Date, the Receivables comprised in the Portfolio 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, pursuant to article 20(8), first paragraph, of the EU Securitisation Regulation and the applicable Technical Standards, given that:

(i) all Receivables are originated by the Originator based on underwriting standards applying approaches to the assessment of credit risk associated with the underlying exposures in place at time of the disbursement of the Loans which are similar amongst themselves;

(ii) all Receivables are serviced by the Originator according to similar servicing procedures;

(iii) the Receivables fall within the same asset category of the relevant Technical Standards named "credit facilities to individuals for personal, family or household consumption purposes"; and

(iv) although compliance with any specific homogeneity factor is not required pursuant to the applicable law, at the Valuation Date all the Debtors are natural persons resident in Italy.

(d) (*Binding and enforceable obligations*) The Receivables comprised in the Portfolio contain obligations that are contractually binding and enforceable, with full recourse to the Debtors, Employers, Pension Authorities and Insurance Companies pursuant to article 20(8), first paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

(e) (*No underlying transferable securities*) The Portfolio does not include any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU, pursuant to article 20(8), last paragraph, of the EU Securitisation Regulation.

(f) (*No underlying securitisation position*) The Portfolio does not include any securitisation position pursuant to article 20(9) of the EU Securitisation Regulation.

(g) (*Originator's ordinary course of business*) The Loans from which the Receivables comprised in the Portfolio arise have been disbursed in the Originator's ordinary course of business. Fides has been originating loans and underwriting exposures similar to the Loans and the Receivables for more than 5 (five) years, pursuant to article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

(h) (*Credit policies*) The Receivables comprised in the Portfolio have been originated by the Originator in accordance with credit policies which are no less stringent than those that the Originator applied at the time of origination to similar exposures that have not been assigned in the context of the Securitisation, pursuant to article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

(i) (*Creditworthiness*) Fides has assessed the Borrowers' creditworthiness in compliance with the requirements set out in article 8 of the Directive 2008/48/EC, pursuant to article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

(j) (*No exposures in default or to a credit-impaired Debtor*) As at the Valuation Date and as at the Transfer Date, the Receivables comprised in the Portfolio are not qualified as exposures in default within the meaning of article 178, paragraph 1, of the CRR or as exposures to a credit-impaired Debtor, who, to the best of Fides' knowledge:

(i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within 3 (three) years prior to the date of disbursement of the Loan from which the relevant Receivable arises or has undergone a debt-restructuring process with regard to his non-performing exposures within 3 (three) years prior to the Transfer Date; or

(ii) was, at the time of the disbursement of the Loan from which the relevant Receivable arises, 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 payments agreed under the Loan Agreement from which the relevant Receivable arises not being made is significantly higher than the ones of comparable exposures held by Fides which have not been assigned under the Securitisation,in each case pursuant to article 20(11) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

(k) (*No predominant dependence on the sale of assets*) There are no Receivables that depend on the sale of assets securing the Receivables to repay their Outstanding Principal at contract maturity pursuant to article 20(13) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria since the Loans are not secured over any specified asset.

(l) (*No underlying derivative*) The Portfolio does not include any derivative pursuant to article 21(2) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

(m) (*Borrower's concentration*) On the Valuation Date and on the Transfer Date, the Outstanding Balance owed by the same Debtor - excluding, for the avoidance of doubt, the relevant Employer and/or Pension Authority - does not exceed 2 per cent. of the aggregate Outstanding Balance of all Receivables comprised in the Portfolio, for the purposes of article 243(2)(a) of the CRR.

The representations and warranties of the Originator under the Warranty and Indemnity Agreement shall be deemed to be given or repeated by the Originator as at the Transfer Date and the Issue Date, in each case with reference to the facts and circumstances then existing.

For the sake of clarity and by express intent of the Originator and the Issuer and without prejudice to the *pro soluto* nature of the transfer of the Receivables pursuant to the Transfer Agreement, the warranties and remedies provided for in the Warranty and Indemnity Agreement are in addition to and separate from the minimum provided for by the law and the terms under articles 1495 and 1497 of the Italian civil code shall not apply.

Remedies

Indemnity

Without prejudice to any other right accruing in favour the Issuer under the Warranty and Indemnity Agreement or any other Transaction Document to which it is a party or under any and all applicable laws, the Originator has irrevocably undertaken, upon written request of the Issuer accompanied by appropriate documentation, to indemnify and hold harmless the Issuer and its directors from and against any and all direct damages, losses, claims, reduced income (*minor incasso*), costs, lost profits (*lucro cessante*) and expenses duly documented and in addition to those already indemnified (including, but not limited to, legal fees and disbursements and any value added tax thereon if due), incurred by the Issuer or its directors which arise out of or result from:

(a) *breach of obligations:* the breach by the Originator of the obligations assumed by it under the Warranty and Indemnity Agreement or in any other Transaction Document to which it is or will become a party and for the purposes of the transactions contemplated therein, unless the Originator has remedied such breach, to the extent possible, in accordance with the terms set out in the Warranty and Indemnity Agreement, in any other Transaction Document or the subsequent term as indicated by the Issuer or has already indemnified the Issuer of such breach pursuant to another Transaction Document;

(b) *representations and warranties*: the untruthfulness, incompleteness or incorrectness of any representations and warranties issued by the Originator pursuant to the Warranty and Indemnity Agreement (including the relevant schedules) at the time such representations and warranties were made or repeated, in the event that objective violations of these representations and warranties are found;

(c) *third party claims*: any liability and/or claim raised by any third parties against the Issuer, as owner of the Receivables, which arises out of any negligent act or omission by the Originator in relation to the Receivables, the servicing and collection thereof or from any failure by the Originator to perform its obligations under the Warranty and Indemnity Agreement or any of the other Transaction Documents to which it is, or will become, a party;

(d) *usury*: failure on the part of the Originator to comply with Usury Law (including, by way of clarification, any failure to collect interest accrued on the Loan Agreements due to the application of Usury Law);

(e) *compounding interest (*anatocismo*) and scope of the Loan Agreements*: failure by any Loan Agreement to comply, up to the Transfer Date, of the provisions referred to in articles 1283, 1345 and/or 1346 of the Italian civil code and more generally the rules relating to the compounding of interest in relation to Loans;

(f) *securities claw-back (*revocatoria*)*: the current exercise of any claw-back action with respect to securities (*garanzie reali*) or gurantees (*garanzie personali*) which assist a Receivable (if any);

(g) *claims of Debtors, Employers, Pension Authorities, Insurance Companies, etc.*: failure by the Issuer to collect or recover Receivables due to the exercise of rights of termination, annulment or withdrawal, or claims and/or counterclaims, also as set-off, against the Originator, by a Debtor, Employer, Pension Authority, Insurance Company and/or its trustee (*curatore*) and/or liquidator (*liquidatore*) in relation to each Loan Agreement, Salary Assignment, Payment Delegation, Insurance Policy, Collateral Security and any other deed or ancillary document, based on claims for any reason and at any time exercisable and/or enforceable against the Originator and related the existence of the Receivable and/or the validity and/or effectiveness

of the security from which the related Receivable arises, including, by way of example, any claim and/or counterclaim deriving from non-compliance with the legislation on personal loans assisted by the transfer of salary and/or pension shares and/or payment delegation and/or consumer credit (*credito al consumo*), banking transparency, consumer protection, as well as provisions relating to the unenforceability of the assignment of the Receivables due to a fact attributable to the Originator or based on any legislation applicable to the Loans; and

(h) *early repayment of Loans*: loss or reduced income (*minor incasso*) or recovery of Receivables by the Issuer as a consequence of the exercise by any Borrower of any right of set-off in the event of early repayment of the Loan with payment obligations of Fides for reimbursement of costs and/or commissions, and/or other sums advanced by the same Borrower to the Originator at the time of disbursement of the Loan itself.

Any claim by the Issuer shall be made in writing to the Originator, stating the amount of the claim thereunder (the **Claimed Amount**), together with a detailed description of the reasons for such claim.

Subject to the following provisions, the Originator may challenge the validity of the claim made by the Issuer or the Claimed Amount at any time within 25 (twentyfive) Business Days (the **Challenge Period**) of receipt of any such claim, by notice in writing to the Issuer (the **Challenge Notice**), provided that, if the Originator does not make such a challenge within the Challenge Period, it shall be deemed to have accepted the claim in the amount stated therein (the **Accepted Amount**). In such a case, the Originator shall pay to the Issuer the Accepted Amount into the Collection Account, within 5 (five) Business Days from the expiry of the Challenge Period.

In the event that the Originator delivers to the Issuer, within the Challenge Period, the Challenge Notice, the Originator and the Issuer shall promptly conduct in amicable way negotiations to resolve the dispute. In the event that no agreement in writing is reached within 20 (twenty) Business Days from the date of receipt by the Issuer of the Challenge Notice:

(i) in the event that the Parties agree that the subject of the dispute, relating to the Claimed Amountconsists in the resolution of any factual or estimation matters, refer the dispute, pursuant to article 1349 of the Italian civil code, to an internationally recognised accountancy firm or another mutually agreed third party expert (the **Expert**), to determine the amount of the relevant damages, losses, claims, reduced income (*minor incasso*), costs, lost profits (*lucro cessante*) and expenses that may be claimed by the Issuer. The Expert's decision will be final and binding on the Parties. Should the Issuer and the Originator not reach an agreement upon the appointment of the Expert, the Expert shall be appointed by the chairman of the Courts of Rome at the request of the applicant. The Parties agree that the Expert's fees will be fully borne by the Party whose claim or counterclaim is unfounded;

(ii) in any other case in which the subject matter of the dispute involves the resolution of any matters of law, (including matters relating to the interpretation of contractual clauses and including the case the Expert believes that the dispute submitted to him concerns matters of law), the Originator and the Issuer may refer the dispute to the Court of Rome.

Should a claim, counterclaim or other objection be raised in the collection or recovery (judicial or extrajudicial) of the Receivables including the claims of the Debtors, Guarantors, Employers, Pension Authorities, Insurance Companies, with reference to a Receivables (the **Objection**), the following provisions will apply:

(i) if the Originator believes that the Objection is grounded, it shall, within 30 (thirty) Business Days from the occurrence of the circumstance giving rise to such Objection, send a written notice to the Issuer (the **Objection Notice**), stating the amount of the Objection (the **Objection Amount**) and stating whether, and for which amount, the Objection is, in the

opinion of the Originator, legally grounded (the **Accepted Objection Amount**) or legally groundless (**Contested Objection Amount**);

(ii) in the case of an Accepted Objection Amount, the Originator will pay the Issuer, by 15 (fifteen) Business Days following the delivery of the Objection Notice, to the Collection Account and in immediately available funds, an amount equal to the Accepted Objection Amount, plus interest from the date on which this amount should have been paid by the relevant Debtor until the date (excluded) on which the Objection Amount will actually be paid to the Issuer, at an annual rate equal to 2 per cent., calculated on the basis of the calendar year for the actual number of elapsed days;

(iii) in the case of an Contested Objection Amount, the Originator shall initiate the dispute resolution procedure with the Expert by sending the Objection Notice. The Originator will be required to pay to the Issuer, on the Collection Account and in immediately available funds, an amount equal to the Contested Objection Amount or to the different amount declared due pursuant to paragraph (i) below (plus interest equal to the of 2 per cent. from the date on which such amount should have been paid by the relevant Borrower until the date (excluded) on which the Contested Objection Amount will actually be paid to the Issuer) only in the event that (i) the Expert, at the end of the dispute resolution procedure, declares the Issuer's claim to the Contested Objection Amount or to the different amount declared due to be well founded, or (ii) if the Objection is deemed to be well grounded (A) by decision of the Banking and Financial Arbitrator or (B) with a sentence of first instance or other provisionally enforceable and/or precautionary ruling or (C) with a sentence or any other provisionally enforceable and/or precautionary (*cautelare*) judicial measure made following the appeal of a previous ruling pursuant to which the Objection was deemed unfounded; the payment must be made by 5th (fifth) following Business Day, respectively, on the date of the Expert's ruling or on the date of the judicial decision. Even if there is an Contested Objection Amount, the Originator will in any case have the right, at its own expense, to oppose the Objection in question and to promote also in the name of the Issuer (if the Objection is raised or directed exclusively against the Issuer or, jointly, against the Issuer and the Originator) the actions deemed necessary by the same Originator, including, but not limited to, the initiation of legal actions against the relevant Debtor, it being understood that the Issuer has undertaken to do everything reasonably necessary for the Originator to take such actions, including, but not limited to, the assignment of appointments to lawyers designated by the Originator and the granting of power of attorneys to the Originator to act in the name of the Issuer, it being understood that all the costs and expenses in relation to these acts will be borne exclusively by the Originator and that the Originator has undertaken, upon written request by the Issuer accompanied by appropriate documentation, to indemnify and hold harmless the Issuer for any damage that the Issuer has suffered as a result of the actions promoted by the Originator.

Repurchase of Receivables

Pursuant to the Warranty and Indemnity Agreement, if a breach by the Originator results in a reduction in value of one or more Receivables or a loss, in whole or in part, of collection in respect of one or more Receivables or relates to a representation and warranty given by the Originator in relation to the Receivables (the relevant Receivables, the **Impaired Receivables**), the Issuer:

(a) shall, in case of breach of the representation and warranty on the validity of the Receivables, re-transfer to the Originator, which shall repurchase, the relevant Impaired Receivables; or

(b) in any other case where the relevant breach causes a reduction in the value of one or more Receivables or the loss or reduction in profit related to one or more Receivables, shall, at full discretional election of the Originator to be notified to the Issuer within 10 (ten) Business Days (following which, in the absence of any such notice served by the Originator to the

Issuer, such election shall be made by the Issuer), alternatively (A) request the payment of an indemnity, or (B) re-transfer to the Originator, which shall repurchase, the relevant Impaired Receivables,

It remains understood that the relevant repurchase price for Impaired Receivables (the **Re-purchase Price**) shall not be lower than the Outstanding Principal of the relevant Impaired Receivable.

The effectiveness of each re-purchase of Impaired Receivables will in any case be subject to the receipt by the Issuer of the relative Re-purchase Price, in funds immediately available in Euro and value date equal to the payment date of this price.

At the payment of the Re-purchase Price, the Originator undertakes to deliver to the Issuer the following certificates:

(a) a solvency certificate signed by an authorised representative of the Originator, in the form attached to the Transfer Agreement, dated earlier than 5 (five) Business Days prior to the date of payment of the relevant Re-purchase Price; and

(b) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*), dated no earlier than 2 (two) Business Days prior to the date of payment of the relevant Re- purchase Price, stating that the Originator is not subject to any insolvency proceeding.

The Issuer and the Originator have acknowledged and agreed that the Re-Purchase of the Impaired Receivables shall (i) be made without recourse (*pro soluto*) (without warranty of the solvency of the Debtors), at risk of the purchaser (*a rischio e pericolo del compratore*) pursuant to article 1488, paragraph 2, of the Italian civil code, without any warranty by the Issuer (including, without limitation, any warranty as to the existence of the Impaired Receivables in derogation of article 1266, paragraph 1, of the Italian civil code), and (ii) be considered as a aleatory agreement (*contratto aleatorio*) pursuant to article 1469 of the Italian civil code.

Governing Law and Jurisdiction

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

Any dispute which may arise in relation to the interpretation or the execution of the Warranty and Indemnity Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Rome.

4. THE AGENCY AND ACCOUNTS AGREEMENT

General

Pursuant to the Agency and Accounts Agreement, the Account Bank, the Paying Agent and the Calculation Agent shall provide the Issuer with certain agency services and calculation, notification, cash management and reporting services together with account handling services in relation to the monies and securities standing from time to time to the credit of the Accounts.

Account Bank

The Account Bank has agreed to (i) open in the name of the Issuer and manage, in accordance with the Agency and Accounts Agreement, the Accounts held with it, and (ii) provide the Issuer with

certain reporting services together with certain handling services in relation to monies from time to time standing to the credit of such Accounts.

Under the Agency and Accounts Agreement, the Issuer has instructed the Account Bank to arrange for the transfer to the Payments Account from the other relevant Accounts of amounts sufficient to make, on the relevant Payment Date, the payments specified in the relevant Payments Report. In particular:

(a) payments in favour of the Noteholders shall be made by transferring the full amount thereof to the Paying Agent (in the event that the Account Bank and the Paying Agent are not the same entity), which shall make the payments on the relevant Payment Date; and

(b) payments to the Other Issuer Creditors and any other third party creditors shall be made by the Account Bank on relevant Payment Date,

in each case to the extent that Issuer Available Funds are available for such purposes and in accordance with the applicable Priority of Payments. No payments may be made out of the Accounts held with the Account Bank which would thereby cause or result in such accounts becoming overdrawn.

On or prior to each Account Bank Report Date, the Account Bank shall deliver a copy of the Account Bank Report in respect of each of the Accounts held with it to the Issuer, the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Representative of the Noteholders and the Calculation Agent.

The Account Bank shall at all times be an Eligible Institution.

Eligible Investments

If the Issuer (as directed by the Servicer) intends to apply any amount standing to the credit of the Collection Account and the Cash Reserve Account to make Eligible Investments, it shall open with the Account Bank the Securities Account.

The Account Bank shall (i) manage the Securities Account, (ii) settle, upon written instructions of the Issuer (as directed by the Servicer), any Eligible Investments, and (iii) on each Eligible Investments Report Date, prepare and deliver to the Issuer, the Calculation Agent, the Servicer, the Representative of the Noteholders and the Account Bank the Eligible Investments Report.

For the avoidance of doubt, the Issuer shall, acting upon written instructions of the Servicer, direct the Account Bank to apply such funds in deposit accounts only if such deposit accounts (A) are opened with a depositary institution organised under the law of any state which is a member of the European Union or the UK or of the United States and satisfies the rating requirements set out in the definition of Eligible Investments, and (B) meet the maturity, currency and other requirements set out in the definition of Eligible Investments.

The Issuer shall, acting upon written instructions of the Servicer, instruct the Account Bank to settle Eligible Investments only to the extent that such Eligible Investments mature or are realisable on or before the Eligible Investment Maturity Date, provided that the Issuer may, acting upon written instructions of the Servicer, instruct the Account Bank to facilitate the liquidation of any Eligible Investment also before the relevant Eligible Investment Maturity Date to the extent that the relevant proceeds are at least equal to the amount initially invested.

The Issuer shall, acting upon written instructions of the Servicer, instruct the Account Bank to settle Eligible Investments only on a quarterly basis (or on such other basis as may be agreed between the

Servicer and the Account Bank), provided that no instruction shall be given to settle Eligible Investments in the period beginning on the Business Day immediately preceding the relevant Eligible Investment Maturity Date and ending on the immediately following Payment Date (inclusive).

If any Eligible Investments cease to have any of the minimum ratings, or to meet any of the other requirements, set out in the definition of Eligible Investments (each, a **Non-Eligibility Event**), the Issuer shall, acting upon written instructions of the Servicer, instruct the Account Bank:

(a) in respect of Eligible Investments consisting of securities, to facilitate the liquidation of such securities within the earlier of the date falling 30 (thirty) days following the occurrence of the relevant Non-Eligibility Event and the Eligible Investments Maturity Date immediately following such Non-Eligibility Event; or

(b) in respect of Eligible Investments consisting of deposits, to transfer such deposits, within the earlier of the date falling 30 (thirty) days following the occurrence of the relevant Non-Eligibility Event and the Eligible Investments Maturity Date immediately following such Non-Eligibility Event, into another account (A) opened with a depositary institution organised under the law of any state which is a member of the European Union or the UK or of the United States and satisfies the rating requirements set out in the definition of Eligible Investments, and (B) meeting the maturity, currency and other requirements set out in the definition of Eligible Investments, provided that such transfer shall be made at cost of the account bank with which the relevant deposits were held.

Calculation Agent

On or prior to each Calculation Date and subject to the Calculation Agent having received the information listed in schedule 2 (*Payments Report Information*) to the Agency and Accounts Agreement by no later than the relevant time indicated therein, the Calculation Agent shall determine:

(i) the amount of the Issuer Available Funds;

(ii) the Cash Reserve Required Amount in respect of the immediately following Payment Date;

(iii) the Target Amortisation Amount, the Class A Redemption Amount and the Class J Redemption Amount due on the Notes of each relevant Class on the immediately following Payment Date (or the principal payment due on the Notes of each relevant Class on the immediately following Payment Date);

(iv) the principal amount redeemable in respect of each Note of each Class on the immediately following Payment Date;

(v) the Principal Amount Outstanding of each Note on the immediately following Payment Date (after deducting any principal payment due to be made on such Payment Date in respect of each Note);

(vi) the Class J Variable Return (if any) payable on the Class J Notes on the immediately following Payment Date,

and notify the same through the Payments Report.

On each Calculation Date, the Calculation Agent shall prepare and deliver to the Issuer, the Originator, the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Stichting Corporate Services Provider, the Paying Agent, the Account Bank, the Representative of the Noteholders, the Arranger, the Swap Counterparty and the Rating Agencies the Payments Report,

with respect to the allocation of the Issuer Available Funds on the immediately following Payment Date in accordance with the applicable Priority of Payments.

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Servicer fails to deliver the Servicer's Report to the Calculation Agent by the relevant Servicer's Report Date (or such later date as may be agreed between the Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), the Calculation Agent shall prepare the Payments Report relating to the immediately following Payment Date on the basis of the provisions of the Transaction Documents and any other information available on the relevant Calculation Date (including, without limitation, the balance standing to the credit of the Accounts), irrespective of its completeness and only interest on the Senior Notes and any amounts ranking in priority thereto under the Pre-Acceleration Priority of Payments shall be due and payable on such Payment Date, to the extent there are sufficient Issuer Available Funds to make such payments (the **Provisional Payments**). It is understood that the non-payment of principal on the Notes on such Payment Date would not constitute a Trigger Event. On the next Calculation Date and subject to the receipt of the relevant Servicer's Report, in a timely manner, from the Servicer, the Calculation Agent shall, in determining the amounts due and payable on the immediately following Payment Date, make any necessary adjustment to take into account the difference (if any) between the Provisional Payments made on the immediately preceding Payment Date and the actual amounts that would have been due on that Payment Date.

On or prior to each Investor Report Date, the Calculation Agent shall prepare and deliver to the Issuer, the Originator, the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Stichting Corporate Services Provider, the Paying Agent, the Account Bank, the Representative of the Noteholders, the Arranger, the Swap Counterparty and the Rating Agencies the Investor Report, setting out certain information with respect to the Portfolio and the Notes. The Calculation Agent will be authorised to publish the SR Investor Report on its website (being, as at the date of this Prospectus, www.securitisation-services.com).

The Calculation Agent shall, subject to receipt of any relevant information from the Issuer or the Servicer:

(i) prepare the SR Investor Report setting out certain information with respect to the Portfolio and the Notes (including the information referred to in point (e), items (i), (ii) and (iii), of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and of the UK Securitisation Regulation), in compliance with point (e) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and of the UK Securitisation Regulation and the applicable Technical Standards, and deliver it to the Reporting Entity in a timely manner in order for the Reporting Entity (and in any case no later than 2 (two) Business Days prior to the relevant SR Report Date) to make available, via the Securitisation Repository, the SR Investor Report (simultaneously with the Loan by Loan Report and the Inside Information and Significant Event Report to be made available on the relevant SR Report Date) to the holders of a securitisation position, the competent authorities referred to in article 29 of the EU Securitisation Regulation and of the UK Securitisation Regulation and, upon request, to potential investors in the Notes on each SR Report Date; and

(ii) prepare the Inside Information and Significant Event 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 and article 7(1) of the UK Securitisation Regulation (including, *inter alia*, any material change of the Priority of Payments and the occurrence of any Trigger Event), and deliver it to the Reporting Entity (through the Calculation Agent) in a timely manner in order for the Reporting Entity to make available, via the Securitisation Repository, the Inside

Information and Significant Event Report to the holders of a securitisation position, the competent authorities referred to in article 29 of the EU Securitisation Regulation and of the UK Securitisation Regulation and, upon request, to potential investors in the Notes without undue delay following the occurrence of the relevant event triggering the delivery of such report in accordance with the EU Securitisation Regulation and the UK Securitisation Regulation and the applicable Technical Standards and, in any case, on each SR Report Date (simultaneously with the Loan by Loan Report and the SR Investor Report).

Paying Agent

The Paying Agent has agreed to provide the Issuer with certain calculation, payment and agency services in relation to the Notes, including without limitation, calculating the Interest Amount and the Aggregate Interest Amount, making payments to the Noteholders, giving notices and issuing certificates and instructions in connection with any Meeting.

The Paying Agent shall at all times be an Eligible Institution.

Termination and resignation

The Issuer may or shall, subject to the terms and conditions of the Agency and Accounts Agreement, terminate the appointment of any Agent upon occurrence of certain events relating to the relevant Agent, including insolvency, breach of obligations, breach of representations and warranties and illegality (subject to the cure periods and materiality thresholds set out in the Agency and Accounts Agreement) (each, a **Termination Event**).

The Issuer may (with the prior written consent of the Representative of the Noteholders and prior notice to the Rating Agencies) revoke its appointment of any Agent by giving not less than 90 (ninety) days' prior written notice to the relevant Agent (with a copy to the Representative of the Noteholders and the Rating Agencies), regardless of whether a Termination Event has occurred, without being requested to give any reason for such revocation and without being responsible for any liabilities, damages, costs, expenses or losses incurred by any party to the Agency and Accounts Agreement as a result of such revocation.

Each of the Agents may at any time resign from its respective appointment under the Agency and Accounts Agreement by giving to the Issuer (which shall thereupon notify the Rating Agencies) and the Representative of the Noteholders not less than 90 (ninety) days' written notice to that effect, without being requested to give any reason for such resignation and without being responsible for any liabilities, damages, costs, expenses or losses incurred by any party to the Agency and Accounts Agreement as a result of such resignation.

Upon any revocation, resignation or termination of any appointment of an Agent, the Issuer may (with the prior written consent of the Representative of the Noteholders) or shall (if so instructed by the Representative of the Noteholders) revoke or terminate the appointment of that Agent in all the other capacities in which such Agent acts pursuant to the Agency and Accounts Agreement, by giving a written notice to that effect to the relevant Agent, the Representative of the Noteholders, the Rating Agencies and the other parties to the Agency and Accounts Agreement.

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.

Upon any revocation, resignation or termination of any of the Agents taking effect in accordance with the Agency and Accounts Agreement:

(a) the relevant revoked, resigning or terminated Agent shall, as soon as reasonably practicable, save as required by any law or regulation affecting it and subject to all applicable laws and regulations (including, if applicable, the Privacy Rules and its implementing regulations), deliver to the Issuer, the Representative of the Noteholders and any other entity which the Representative of the Noteholders may indicate, all the records and all books of account, papers, records, registers, computer tapes, statements, correspondence and documents in its possession or under its control (or copies thereof) relating to the Notes and its performance of its obligations pursuant to the Agency and Accounts Agreement provided that it shall not thereby be required to disclose details of its own affairs and business or those of its other clients;

(b) any further rights and obligations of the relevant revoked, resigning or terminated Agent under the Agency and Accounts Agreement shall cease but without prejudice to any rights or obligations of the relevant resigning, revoked or terminated Agent towards any of the other parties to the Agency and Accounts Agreement incurred before the effective date of such revocation, termination or resignation (including without limitation, such revoked, resigning or terminated Agent's right to receive all fees and expenses properly incurred by it in accordance with the Agency and Accounts Agreement accrued up to the effective date of its revocation, termination or resignation which amounts shall be payable on the dates on which they would otherwise have fallen due under the Agency and Accounts Agreement); and

(c) the relevant revoked, resigning or terminated Agent shall provide reasonable assistance to its successor, for a maximum period of 3 (three) months, to enable its successor to assume and perform its duties and responsibilities hereunder, in accordance with any reasonable request of the Issuer or the Representative of the Noteholders.

In the event of the termination, revocation or resignation of the Account Bank or the Paying Agent becoming effective in accordance with the Agency and Accounts Agreement, the Issuer shall, at its own cost (or, in case of loss of status of the Eligible Institution by the Account Bank or the Paying Agent, at the cost of the Account Bank or the Paying Agent having lost the status of Eligible Institution, as the case may be, such costs to be limited in all cases to the administrative costs referred to in the Agency and Accounts Agreement), promptly and in event within 30 (thirty) calendar days, transfer the data and information in its possession and, in case of loss of status of Eligible Institution by the Account Bank, the balance of funds (together with accrued interest) or securities held in the relevant Accounts to another bank which shall qualify as Eligible Institution. It is understood that, in case of termination, revocation and resignation of any Agent, no other costs in connection with its replacement shall be borne by the affected Agent.

Agents' fees and expenses

The Issuer shall pay to each of the Agents, on each Payment Date in accordance with the applicable Priority of Payments, such remuneration in respect of the services to be provided by each of them under the Agency and Accounts Agreement (together with value added tax thereon, if applicable) as agreed between the Issuer and the relevant Agent under a separate fee letter entered into on or prior to the Issue Date.

The Issuer shall also pay to the Agents all reasonable out-of-pocket expenses duly documented and properly incurred by each of them respectively in connection with the performance of their services under the Agency and Accounts Agreement (together with any value added tax thereon, if applicable) upon receipt of notification of the amount of such expenses and on production of such invoices and

receipts as the Issuer may reasonably require on the Payment Date immediately succeeding the Interest Period during which such costs or expenses are incurred.

Governing Law and Jurisdiction

The Agency and Accounts Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Agency and Accounts Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Rome.

5. THE INTERCREDITOR AGREEMENT

General

Pursuant to the Intercreditor Agreement, the parties thereto have agreed on the cash flow allocation of the Issuer Available Funds and the Representative of the Noteholders has been granted certain rights in relation to the Portfolio and the Transaction Documents.

The obligations owed by the Issuer to each of the Other Issuer Creditors, including without limitation, the obligations under any Transaction Document to which such Other Issuer Creditor is a party, will be limited recourse obligations of the Issuer. Each of the Other Issuer Creditors will have a claim against the Issuer only to the extent of the Issuer Available Funds, in each case subject to and as provided for in the Intercreditor Agreement and the other Transaction Documents.

Under the terms of the Intercreditor Agreement, the Issuer has irrevocably appointed, effective as from the Issue Date, the Representative of the Noteholders, as its true and lawful agent (*mandatario con rappresentanza*) in the interest, and for the benefit of, the Noteholders and the Other Issuer Creditors pursuant to article 1411 and article 1723, second paragraph, of the Italian civil code, to exercise, in the name and on behalf of the Issuer, all and any of the Issuer's rights (other than the rights and powers pertaining to the activities delegated to the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Stichting Corporate Services Provider or the Agents under the Transaction Documents) arising from the Transaction Documents to which the Issuer is or will be a party. The mandate conferred by the Issuer on the Representative of the Noteholders as described above shall take effect upon the earlier of:

(a) the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event; and

(b) the occurrence of a Specified Event (but in this case, such mandate shall be limited to authorising and empowering the Representative of the Noteholders to exercise or enforce the rights, entitlements, or remedies, or to exercise the discretions, authorities or powers to give any direction or make any determination which the Issuer failed to exercise or enforce, and which gave rise to the occurrence of the Specified Event).

In addition, under the terms of the Intercreditor Agreement:

(a) each of the Senior Notes Subscriber (as initial holder of the Class A Notes) and the Junior Notes Subscriber (as initial holder of the Class J Notes) has appointed Banca Finint, effective as from the Issue Date, as Representative of the Noteholders subject to and in accordance with the Rules of the Organisation of the Noteholders and has granted to the Representative of the Noteholders the powers set out in the Conditions and the Rules of the Organisation of the Noteholders; and

(b) the Other Issuer Creditors have jointly appointed the Representative of the Noteholders as their true and lawful agent (*mandatario con rappresentanza*) to act also in the name and on behalf of the Other Issuer Creditors, in accordance with the provisions of articles 1723, second paragraph, and 1726 of the Italian civil code, and have authorised the Representative of the Noteholders to (i) do any act, matter or thing which it considers necessary to exercise or protect the Other Issuer Creditors' rights under any of the Transaction Documents, and (ii) receive, following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, as sole agent (*mandatario esclusivo*) all monies payable by the Issuer to the Other Issuer Creditors in accordance with the Post-Acceleration Priority of Payments.

Under the terms of the Intercreditor Agreement, until the date falling 2 (two) years and 1 (one) day after the Cancellation Date or, if later, the date on which the notes issued by the Issuer in the context of any Further Securitisation have been redeemed in full and/or cancelled in accordance with the relevant terms and conditions, no Issuer Creditor (nor any person on its behalf, other than the Representative of the Noteholders when so directed by an Extraordinary Resolution of the Noteholders and only if the representatives of the noteholders of all Further Securitisations carried out by the Issuer (if any) have been so directed by an extraordinary resolution of the noteholders under the relevant securitisation transaction) shall initiate or join any person in initiating an Issuer Insolvency Event.

Under the terms of the Intercreditor Agreement, the Issuer has undertaken, upon the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, to comply with all directions of the Representative of the Noteholders, acting pursuant to Conditions, in relation to the management and administration of the Portfolio.

Back-up Servicer Facilitator

Under the Intercreditor Agreement, the Issuer has appointed Banca Finint as Back-up Servicer Facilitator to (i) do its best effort in order to identify an entity to be appointed by the Issuer as Substitute Servicer in accordance with the Servicing Agreement; and (ii) cooperate with the Issuer in the performance of all activities to be carried out in connection with the appointment of the Substitute Servicer and the replacement of the Servicer with the same.

Swap 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 Senior Notes is appropriately mitigated through the Swap Agreement pursuant to article 21(2) of the EU Securitisation Regulation.

In addition, the Issuer has covenanted with the Representative of the Noteholders that, in the event of early termination of the Swap Agreement, including any termination upon failure by the Swap Counterparty to perform its obligations, it will use its best endeavours to find, in consultation with the Originator, a suitably rated replacement swap counterparty who is willing to enter into a replacement swap agreement substantially on the same terms as the Swap Agreement.

Risk retention and transparency requirements

Under the Intercreditor Agreement the relevant parties thereto have agreed upon certain provisions relating to compliance with (i) risk retention in accordance with the EU Securitisation Regulation and the UK Securitisation Regulation (as interpreted and applied on the date hereof), and (ii) transparency requirements in accordance with the EU Securitisation Regulation and the UK Securitisation Regulation. For further details, see the section headed "*Risk Retention and Transparency Requirements*".

No active portfolio management

Under the Intercreditor Agreement, the parties thereto have acknowledged that the disposal of Receivables is permitted only in the following circumstances: (A) 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, (B) from the Issuer to Originator, in case of repurchase of the Portfolio following the occurrence of a Clean-up Call Event or a Tax and Illegality Event or of individual Receivables pursuant to the terms of the Transfer Agreement, and (C) from the Issuer (or the Representative of the Noteholders on its behalf) to third parties in case of disposal of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event 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.

Disposal of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event

Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer (or the Representative of the Noteholders on its behalf) may (with the consent of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes) dispose of the whole Portfolio (in one or more tranches), provided that:

(a) the relevant purchaser has obtained all the necessary approvals and authorisations;

(b) the relevant purchaser has provided the Issuer and the Representative of the Noteholders with:

  (i) a solvency certificate signed by an authorised representative of the purchaser and dated no earlier than the date on which the Portfolio will be sold; and

  (ii) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*) dated no earlier than 5 (five) Business Days before the date on which the Portfolio will be sold, stating that such purchaser is not subject to any insolvency proceeding or any other equivalent certificate under the relevant jurisdiction in which the purchaser is incorporated; and

(c) the Rating Agencies have been notified in advance of such disposal.

The sale price of the Portfolio shall be equal to (i) for the Receivables other than Defaulted Receivables, the Outstanding Principal of the relevant Receivables as at the relevant economic effective date, plus an amount equal to the Interest Accrual as at such date, or (ii) for the Defaulted Receivables, the nominal value of such Receivables net of any write-down made by the Originator on the last available reference date.

The sale price of the Portfolio shall be unconditionally paid on the relevant date of disposal by credit transfer in Euro and in same day, freely transferable, cleared funds into the Payments Account. The disposal of the Portfolio will be effective subject to the actual payment in full of the sale price.

The disposal of the Portfolio shall (i) be made without recourse (*pro soluto*), at risk of the purchaser (*a rischio e pericolo del compratore*) pursuant to article 1488, paragraph 2, of the Italian civil code, without any warranty by the Issuer (including, without limitation, any warranty as to the existence of the Receivables comprised in the Portfolio in derogation of article 1266, paragraph 1, of the Italian

civil code) and (ii) be considered as an aleatory agreement (*contratto aleatorio*) pursuant to article 1469 of the Italian civil code.

In case of disposal of the Portfolio then outstanding, pursuant to the Intercreditor Agreement the Issuer has granted to the Originator a pre-emption right whereby the Originator will be entitled to purchase (or cause one or more third parties designated by it to purchase) the outstanding Portfolio for a consideration equal to the sale price determined in accordance with the provisions of the Intercreditor Agreement and to be preferred to any third party potential purchaser. The Originator has the right to exercise such pre-emption right and purchase the outstanding Portfolio by serving a written notice on the Issuer and the Representative of the Noteholders within 30 (thirty) Business Days from receipt of a written communication from the Representative of the Noteholders informing the same of the proposed disposal of the Portfolio and the relevant sale price.

Disposal of the Portfolio in case of early redemption for Tax or Illegality Event

In case of early redemption of the Notes in accordance with Condition 6(d) (*Redemption, purchase and cancellation - Early redemption for Tax or Illegality Event*), the Issuer may (with the prior written consent of the Representative of the Noteholders acting upon instruction of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed by the Representative of the Noteholders acting upon instruction of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) dispose of the whole Portfolio (in one or more tranches), provided that:

(a) a sufficient amount would be realised from such disposal to allow discharge in full of at least all amounts owing to the Senior Noteholders and amounts ranking in priority thereto or *pari passu* therewith in accordance with the Post-Acceleration Priority of Payments;

(b) the relevant purchaser has obtained all the necessary approvals and authorisations;

(c) the relevant purchaser has provided the Issuer and the Representative of the Noteholders with:

  (i) a solvency certificate signed by an authorised representative of the purchaser and dated no earlier than the date on which the Portfolio will be sold; and

  (ii) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*) dated no earlier than 5 (five) Business Days before the date on which the Portfolio will be sold, stating that such purchaser is not subject to any insolvency proceeding or any other equivalent certificate under the relevant jurisdiction in which the purchaser is incorporated; and

(d) the Rating Agencies have been notified in advance of such disposal.

Without prejudice to paragraph (a) above, the sale price of the Portfolio shall be equal to (i) for the Receivables other than Defaulted Receivables, the Outstanding Principal of the relevant Receivables as at the relevant economic effective date, plus an amount equal to the Interest Accrual as at such date, or (ii) for the Defaulted Receivables, the nominal value of such Receivables net of any write-down made by the Originator on the last available reference date.

The sale price of the Portfolio shall be unconditionally paid on the relevant date of disposal by credit transfer in Euro and in same day, freely transferable, cleared funds into the Payments Account. The disposal of the Portfolio will be effective subject to the actual payment in full of the sale price.

The disposal of the Portfolio shall (i) be made without recourse (*pro soluto*), at risk of the purchaser (*a rischio e pericolo del compratore*) pursuant to article 1488, paragraph 2, of the Italian civil code, without any warranty by the Issuer (including, without limitation, any warranty as to the existence of the Receivables comprised in the Portfolio in derogation of article 1266, paragraph 1, of the Italian civil code), and (ii) be considered as an aleatory agreement (*contratto aleatorio*) pursuant to article 1469 of the Italian civil code.

The parties to the Intercreditor Agreement have acknowledged that, under the Transfer Agreement, the Issuer has irrevocably granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase (in whole but not in part) the Portfolio then outstanding following the occurrence of a Tax or Illegality Event in order to finance the early redemption of the Notes in accordance with Condition 6(d) (*Early redemption for Tax or Illegality Event*). If the Originator exercises such option, then the Issuer shall redeem the Notes as described above.

Governing Law and Jurisdiction

The Intercreditor Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Intercreditor Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Rome.

6. THE CORPORATE SERVICES AGREEMENT

General

Pursuant to the Corporate Services Agreement, the Corporate Servicer shall provide the Issuer with certain corporate administration and management services.

These services include, *inter alia*, the safekeeping of documentation pertaining to meetings of the Issuer's quotaholders and directors, maintaining the quotaholders' register, preparing VAT (value added tax) and other tax and accounting records, preparing the Issuer's annual balance sheet and administering all matters relating to the taxation of the Issuer.

Corporate Servicer's fees and expenses

As consideration for the services rendered pursuant to the Corporate Services Agreement, the Corporate Servicer shall be entitled to receive from the Issuer, on each Payment Date in accordance with the applicable Priority of Payments, for the amount accrued *pro rata temporis*, an annual fee specified in a separate letter entered into between the Issuer and the Corporate Servicer on or prior to the Issue Date.

The Corporate Servicer shall be entitled to be reimbursed, out of the funds standing to the credit of the Expenses Account (or, to the extent such funds are not sufficient, out of the Issuer Available Funds, in accordance with the applicable Priority of Payments), for any costs and expenses (including, without limitation and by way of example only, travel disbursements, cable, telex, postage, publication of notices and legal expenses) advanced in the name and on behalf of the Issuer and incurred in consequence of its activity under the Corporate Services Agreement, without any mark-up and with the evidence of all details.

Should the Corporate Servicer be required to provide services additional to those contemplated in the Corporate Services Agreement, the Corporate Servicer will be paid for such additional services as

agreed in advance in a separate fee letter with the Issuer, subject to the prior written consent of the Representative of the Noteholders and the prior notice to the Rating Agencies.

Termination of the appointment of the Corporate Servicer

The Issuer may (or shall, if so directed by the Representative of the Noteholders) terminate the Corporate Services Agreement under article 1725 of the Italian civil code, at any time, by giving a written notice to the Corporate Servicer (with copy to the Representative of the Noteholders, the Servicer and the Rating Agencies), in case of material default of the Corporate Servicer in the performance or observance of its obligations set out under the Corporate Services Agreement.

The Corporate Servicer may resign from its appointment under the Corporate Services Agreement at any time by giving at least 90 (ninety) days' prior written notice to the Issuer (with copy to the Representative of the Noteholders, the Servicer and the Rating Agencies).

Any termination of the appointment or resignation of the Corporate Servicer will have effect starting from the later of (i) the date indicated in the relevant written notice; and (ii) the date on which a successor corporate servicer has entered into a new corporate services agreement containing, *mutatis mutandis*, the terms and conditions of the Corporate Services Agreement (subject to any amendments or different provision which the parties thereto may agree in writing subject to the prior written consent of the Representative of the Noteholders or may be required by the Representative of the Noteholders and the prior notice to the Rating Agencies) and adhered to the other Transaction Documents to which the Corporate Servicer is a party.

The Corporate Servicer shall, for a period of 6 (six) months after the termination of its appointment or resignation, co-operate fully with the Issuer and any successor corporate servicer in order to enable such successor corporate servicer to assume the relevant functions.

Governing Law and Jurisdiction

The Corporate Services Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Corporate Services Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Rome.

7. STICHTING CORPORATE SERVICES AGREEMENT

General

Pursuant to the Stichting Corporate Services Agreement, the Stichting Corporate Services Provider has undertaken to provide certain management and administration services in relation to the Quotaholder.

The Stichting Corporate Services Provider shall be responsible for the provision of services to, and the management and administration of, the Quotaholder and all matters incidental thereto or connected therewith and with due observance of the following: (i) all requirements of applicable laws and the provisions of the articles of association of the Quotaholder; and (ii) the provisions of the Stichting Corporate Services Agreement.

Governing Law and Jurisdiction

The Stichting Corporate Services Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Stichting Corporate Services Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Rome.

8. THE QUOTAHOLDER'S AGREEMENT

General

Pursuant to the Quotaholder's Agreement, the Quotaholder has assumed certain undertakings *vis-à-vis* the Issuer and the Representative of the Noteholders in relation to the management of the Issuer and the exercise of its rights as quotaholder of the Issuer.

The Quotaholder has also agreed not to dispose of, or charge or pledge, the quotas of the Issuer.

Governing Law and Jurisdiction

The Quotaholder's Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Quotaholder's Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Rome.

9. THE SWAP AGREEMENT

General

Pursuant to the Swap Agreement, the Swap Counterparty will hedge certain risks arising as a result of the interest rate mismatch between the fixed rate of interest received by the Issuer in respect of the Receivables and the floating rate of interest payable by the Issuer under the Senior Notes.

The notional amount of the Swap Agreement is equal to the lower of: (a) the Principal Amount Outstanding of the Senior Notes, and (b) the Collateral Portfolio Outstanding Principal, excluding any Defaulted Receivables, in each case, as at the immediately preceding Payment Date (after making payments on such Payment Date in accordance with the applicable Priority of Payments).

On each Payment Date and on the Termination Date (as defined in the Swap Agreement), (a) the Swap Counterparty will pay to the Issuer a floating amount equal to the maximum between (i) 0 (zero), and (ii) EURIBOR applicable on the Senior Notes plus a margin payable on the Senior Notes, and (b) the Issuer will pay to the Swap Counterparty a fixed amount, both calculated on the notional amount of the Swap Agreement, provided that if an amount in respect of a Payment Date or the Termination Date (as applicable), after applying the provisions of Section 2(c) of the Swap Agreement, is payable by the Swap Counterparty to the Issuer, such amount shall be paid by the Swap Counterparty to the Issuer two (2) Business Days prior to the relevant Payment Date or the Termination Date (as applicable).

The Swap Agreement contains provisions requiring certain remedial action to be taken in the event that the Swap Counterparty is subject to a rating withdrawal or downgrade; such provisions include a requirement that the Swap Counterparty must post collateral, or transfer the Swap Agreement to

another entity meeting the applicable rating requirement, or procure that a guarantor meeting the applicable rating requirement guarantees its obligations under the Swap Agreement.

The Swap Agreement may terminate by its terms upon the occurrence of a number of events which include (without limitation) the following: (i) certain events of bankruptcy, insolvency, receivership or reorganisation of the Issuer or the Swap Counterparty; (ii) failure on the part of the Issuer or the Swap Counterparty to make any payment under the Swap Agreement after taking into account the applicable grace period; (iii) a change in law making it illegal for either the Issuer or the Swap Counterparty to be a party to, or to perform its obligations under, the Swap Agreement; (iv) a Trigger Notice being served on the Issuer; (v) the Notes being early redeemed pursuant to Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*); (vi) failure by the Swap Counterparty, in the event that it is subject to a rating withdrawal or downgrade by the Rating Agencies below the applicable rating requirements, to take, within a set period of time, certain actions intended to mitigate the effects of such withdrawal or downgrade; and (vii) any other event as specified in the Swap Agreement.

Governing Law and Jurisdiction

The Swap Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, English law.

Any dispute which may arise in relation to the interpretation or the execution of the Swap Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

10. DEED OF CHARGE

General

Pursuant to the Deed of Charge, the Issuer has assigned by way of security in favour of the Representative of the Noteholders (acting for itself and as security trustee for the Noteholders and the Other Issuer Creditors) all the Issuer's rights, title, interest and benefit in and to the Swap Agreement and all payments due to it thereunder.

Governing Law and Jurisdiction

The Deed of Charge, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, English law.

Any dispute which may arise in relation to the interpretation or the execution of the Deed of Charge, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

SUBSCRIPTION AND SALE

The Senior Notes Subscription Agreement

On or about the Issue Date, the Issuer, the Originator, the Arranger, the Senior Notes Subscriber and the Representative of the Noteholders have entered into the Senior Notes Subscription Agreement, pursuant to which the Senior Notes Subscriber has agreed to subscribe for the Senior Notes, subject to the terms and conditions set out thereunder.

Each of the Originator and the Issuer has agreed to indemnify the Arranger against certain liabilities in connection with the issue of the Senior Notes. The Originator will be jointly and severally liable with the Issuer for any indemnity obligations undertaken by the latter vis-à-vis the Arranger pursuant to the Senior Notes Subscription Agreement.

The Junior Notes Subscription Agreement

On or about the Issue Date, the Issuer, the Junior Notes Subscriber and the Representative of the Noteholders have entered into the Junior Notes Subscription Agreement, pursuant to which the Junior Notes Subscriber has agreed to subscribe for the Junior Notes, subject to the terms and conditions set out thereunder.

The Junior Notes Subscription Agreement may be terminated by the Junior Notes Subscriber if and when the Senior Notes Subscription Agreement terminates according to the provisions thereof. The Issuer has agreed to indemnify the Junior Notes Subscriber against certain liabilities in connection with the issue of the Notes.

Selling restrictions

General

Persons into whose hands this Prospectus comes are required by the Issuer, the Originator and the Arranger to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver the Notes or have in their possession, distribute or publish this Prospectus or any other offering material relating to the Notes, in all cases at their own expense.

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

Under the Subscription Agreements, each of the Issuer, the Originator, the Senior Notes Subscriber and the Junior Notes Subscriber has undertaken that it will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers the Notes or has in its possession, distributes or publishes such offering material, or in each case purports to do so, in all cases at its own expense. Furthermore, each of the Issuer, the Originator, the Senior Notes Subscriber and the Junior Notes Subscriber has undertaken that it will not, directly or indirectly, carry out, or purport to carry out, any offer, sale or delivery of any of the Notes or distribution or publication of any prospectus, form of application, offering circular (including this Prospectus), advertisement or other offering material in or from any country or jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Unless otherwise herein provided, each of the Issuer, the Originator, the Senior Notes Subscriber and the Junior Notes Subscriber has undertaken that it will not take any action to obtain permission for public offering of the Notes in any country where action would be required for such purpose.

Prohibition of Sales to EEA Retail Investors

Each of the Issuer, the Originator, the Senior Notes Subscriber and the Junior Notes Subscriber has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus to any retail investor in the European Economic Area (**EEA**).

For the purposes of this provision:

(a) the expression **retail investor** means a person who is one (or more) of the following:

  (i) a retail client as defined in point (11) of article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**);

  (ii) a customer within the meaning of Directive (UE) 2016/97 (as amended, the **IDD**), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or

  (iii) not a qualified investor as defined in the Prospectus Regulation; and

(b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

In relation to each Member State of the EEA, each of the Issuer, the Originator, the Senior Notes Subscriber and the Junior Notes Subscriber has represented and warranted and agreed that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

(A) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation); or

(C) at any time in any other circumstances falling within article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (A) to (C) above shall require the Issuer to publish a prospectus pursuant to article 3 of the Prospectus Regulation or supplement a prospectus pursuant to article 23 of the Prospectus Regulation.

For the purposes of this provision:

(i) the expression **an offer of Notes to the public** in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and

(ii) the expression **Prospectus Regulation** means Regulation (EU) 2017/1129.

Prohibition of Sales to UK Retail Investors

Each of the Issuer, the Originator, the Senior Notes Subscriber and the Junior Notes Subscriber has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus to any retail investor in the United Kingdom (**UK**).

For the purposes of this provision:

(a) the expression **retail investor** means a person who is one (or more) of the following:

(i) a retail client as defined in point (8) of article 2 of Regulation (EU) no. 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (Withdrawal Agreement) Act 2020) (**EUWA**);

(ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of article 2(1) of Regulation (EU) no. 600/2014 as it forms part of domestic law by virtue of the EUWA; or

(iii) not a qualified investor as defined in article 2 of the UK Prospectus Regulation; and

(b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Each of the Issuer, the Originator, the Senior Notes Subscriber and the Junior Notes Subscriber has represented and warranted and agreed that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus to the public in the UK except that it may make an offer of such Notes to the public in the UK:

(A) at any time to any legal entity which is a qualified investor as defined in article 2 of the UK Prospectus Regulation;

(B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in article 2 of the UK Prospectus Regulation); or

(C) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (A) to (C) above shall require the Issuer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to article 23 of the UK Prospectus Regulation.

For the purposes of this provision:

(i) the expression **an offer of Notes to the public** in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and

(ii) the expression **UK Prospectus Regulation** means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

United States of America

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act.

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

Each of the Issuer, the Originator, the Senior Notes Subscriber and the Junior Notes Subscriber has agreed that it will not offer, sell or deliver the Notes, (a) as part of their distribution at any time or (b) otherwise, until 40 days after the completion of the offering of the Notes, within the United States or to, or for the account or benefit of, any U.S. person, and that it will send to each distributor, dealer or person receiving a selling concession, fee or other remuneration to which it sells the Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, any U.S. person.

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

Republic of Italy

Pursuant to the Subscription Agreements, each of the Issuer, the Originator, the Senior Notes Subscriber and the Junior Notes Subscriber has represented, warranted and undertaken to the Issuer that it has not offered, sold or delivered, and will not offer, sell or deliver, and has not distributed and will not distribute and has not made and will not make available in the Republic of Italy any Notes, copy of this Prospectus nor any other offering material relating to the Notes other than to "qualified investors" ("*investitori qualificati*") as referred to in article 100 of the Consolidated Financial Act and article 34-*ter*, paragraph 1, letter (b) of the CONSOB Regulation no. 11971 of 14 May 1999 and in accordance with any applicable Italian laws and regulations.

Any offer of the Notes to qualified investors in the Republic of Italy shall be made only by banks, investment firms or financial intermediaries permitted to conduct such business in accordance with the Consolidated Banking Act, to the extent that they are duly authorised to engage in the placement and/or underwriting of financial instruments in the Republic of Italy in accordance with the relevant provisions of the Consolidated Financial Act, CONSOB Regulation no. 20307 of 15 February 2018, the Consolidated Banking Act and any other applicable laws and regulations.

In addition, each of the Issuer, the Originator, the Senior Notes Subscriber and the Junior Notes Subscriber has undertaken to comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to article 129 of the Consolidated Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

France

Under the Subscription Agreements, each of the Issuer, the Originator, the Senior Notes Subscriber and the Junior Notes Subscriber has represented and agreed that:

(a) it has not offered, sold or otherwise transferred and will not offer, sell or otherwise transfer, directly, or indirectly, the Notes to the public in the Republic of France;

(b) offers, sales and transfers of the Notes in the Republic of France will be made only to qualified investors (*investisseurs qualifiés*), other than individuals, provided that such investors are acting for their own account and/or to persons providing portfolio management financial services (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), all as defined and in accordance with article L. 411-2 and article D. 411-1 of the French Monetary and Financial Code; and

(c) it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Prospectus or any other offering material relating to the Notes other than to investors to whom offers and sales of Notes in France may be made as described above.

In accordance with the provisions of article L. 214-170 of the French Monetary and Financial Code, the Notes may not be sold by way of unsolicited calls (*démarchage*) save with qualified investors within the meaning of article L. 411-2 of the French Monetary and Financial Code.

United Kingdom

Under the Subscription Agreements, each of the Issuer, the Originator, the Senior Notes Subscriber and the Junior Notes Subscriber has represented, warranted and undertaken that:

(a) *Financial promotion*: (i) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom; (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(b) *General compliance*: furthermore, it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) no 2017/565 as it forms part of domestic law by virtue of the EUWA; or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article

2(1) of Regulation (EU) no 600/2014 as it forms part of domestic law by virtue of the EUWA.

ESTIMATED WEIGHTED AVERAGE LIFE OF THE SENIOR NOTES

The estimated weighted average life of the Senior Notes is subject to factors largely outside the control of the Issuer and consequently no assurance can be given that the assumptions and estimates below will prove in any way to be realistic and they must therefore be viewed with considerable caution.

The estimated maturity and weighted average life of the Senior Notes cannot be predicted as the actual rate and timing at which amounts will be collected in respect of the Portfolio and a number of other relevant facts are unknown.

Weighted average life refers to the average amount of time that will elapse from the date of issuance of a security to the date of distribution to the investor of amounts distributed in net reduction of principal of such security (assuming no losses).

Calculations as to the expected maturity and average life of the Senior Notes can be made based on certain assumptions. These estimates have certain inherent limitations. No representations can be made that such estimates are accurate, or that all assumptions relating to such estimates have been considered or stated or that such estimates will be realised. The following table shows the estimated weighted average life and the estimated maturity of the Senior Notes and was prepared based on the characteristics of the Receivables included in the Portfolio and on additional assumptions, including the following:

(a) all Receivables are duly and timely paid and there are no Defaulted Receivables at any time;

(b) the constant prepayment rate has been applied to the Portfolio as per tables below;

(c) no Trigger Event occurs;

(d) no early redemption of the Notes under Condition 6(d) (*Early redemption for Tax or Illegality Event*) occurs;

(e) no purchase, sale, indemnity or renegotiation in respect of the Portfolio as a whole or on the single Loans occurs according to the Transaction Documents;

(f) the terms of the Loans are not affected by any legal provision authorising the Debtors to suspend payment of the Instalments;

(g) there will be no yield on the accounts and no profit or yield on the Eligible Investments.

The actual performance of the Receivables is likely to differ from the assumptions used in constructing the tables set forth below, which is hypothetical in nature and is provided only to give a general sense of how the principal cash-flows might behave. Any difference between such assumptions and the actual characteristics and performance of the Receivables will cause the estimated weighted average life and the principal payment window of the Senior Notes to differ (which difference could be material) from the corresponding information in the following tables.

Constant Prepayment Rate (per annum)	Estimated Weighted Average Life of the Senior Notes (yrs)	Estimated Maturity
0.0%	3.64	Jan-30
10.0%	2.61	Oct-28

Constant Prepayment Rate (per annum)	Estimated Weighted Average Life of the Senior Notes (yrs)	Estimated Maturity
12.0%	2.46	Jul-28
16.0%	2.19	Apr-28

SELECTED ASPECTS OF ITALIAN LAW

The Securitisation Law

General

The Securitisation Law was enacted on 30 April 1999 and subsequently amended and was conceived to simplify the securitisation process and to facilitate the increased use of securitisation as a financing technique in the Republic of Italy.

It applies to securitisation transactions involving the "true sale" (by way of non-gratuitous assignment) of receivables, where the sale is to an issuer established in accordance with article 3 of the Securitisation Law and all amounts paid by the debtors in respect of the receivables are to be used by the SPV exclusively to meet its obligations under the notes issued to fund the purchase of such receivables and all costs and expenses associated with the securitisation transaction.

The assignment

The assignment of the receivables is governed by article 1 and 4 of the Securitisation Law and article 58, paragraphs 2, 3 and 4 of the Consolidated Banking Act. Pursuant to such provisions, as from the date of publication of the notice of transfer of the portfolio in the Official Gazzette (the **Transfer Notice**) and registration thereof with the companies' register where the issuer is incorporated the assignment of the relevant receivables from the originator to the issuer will become enforceable (*opponibile*) against:

(i) any prior assignees of the receivables, who have not perfected their assignment by way of (a) notifying the relevant debtors or (B) making the relevant debtors acknowledge the assignment by an acceptance bearing a date certain at law (*data certa*) or in any other way permitted by applicable law, in each case prior to the date of publication of the Transfer Notice;

(ii) a receiver in the insolvency of the originator, to the extent that such state of insolvency has been declared after the date of publication of the Transfer Notice; and

(iii) any creditors of the originator who have not commenced enforcement by means of obtaining an attachment order (*pignoramento*) in respect of the relevant receivable prior to the date of publication of the Transfer Notice,

without the need to follow the ordinary rules under article 1265 of the Italian civil code as to making the assignment effective against third parties.

The benefit of any privilege, guarantee or security interest guaranteeing or securing repayment of the assigned debts will automatically be transferred to and perfected with the same priority in favour of the Issuer, without the need for any formality or annotation.

As from the date of publication of the notice of the assignment in the Official Gazette, no legal action may be brought in respect of the debt assigned or the sums derived therefrom other than for the purposes of enforcing the rights of the noteholders in relation to the notes issued for the purpose of financing the acquisition of the relevant debts and to meet the costs of the transaction.

The transfer of the Receivables comprised in the Portfolio has been rendered enforceable against any third party creditors of the Originator (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette no. 123, Part II of 20 October 2022, and (ii) the registration of the transfer in the companies' register of Treviso-Belluno on 14 October 2022.

Assignments executed under the Securitisation Law are subject to revocation on insolvency under article 166 of the Italian Insolvency Code but only in the event that the petition for admission to judicial liquidation (*liquidazione giudiziale*) of the relevant party is filed within three months of the securitisation transaction or, in cases where paragraph 1 of article 166 applies, within six months of the securitisation transaction.

Ring-fencing of the assets

Under the terms of article 3 of the Securitisation Law, the assets relating to each securitisation transaction will, by operation of law, be segregated for all purposes from all other assets of the company which purchases the receivables (including any other receivables purchased by the Issuer pursuant to the Securitisation Law). Prior to and on a winding up of such company such assets will only be available to holders of the notes issued to finance the acquisition of the relevant receivables and to certain creditors claiming payment of debts incurred by the company in connection with the securitisation of the relevant assets. In addition, the assets relating to a particular transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to general creditors of the issuer company.

Under Italian law, however, any creditor of the Issuer would be able to commence insolvency or winding-up proceedings against the Issuer in respect of any unpaid debt.

Claw-back of the transfer of the Portfolio

Assignments carried out pursuant to the Securitisation Law may be clawed back under article 166 of the Italian Insolvency Code but only in the event that the relevant party was insolvent when the assignment was entered into and the petition for admission to judicial liquidation (*liquidazione giudiziale*) of the relevant party is filed within three months or, in cases where paragraph 1 of article 166 applies, within six months of the securitisation transaction (under the Securitisation Law the 1 year and 6 months suspect periods provided by article 166 of the Italian Insolvency Code are reduced to 6 months and 3 months respectively). Under the Warranty and Indemnity Agreement, the Originator has represented and warranted that it was and it will be solvent as of the Transfer Date and the Issue Date.

Claw-back action against the payments made to companies incorporated under the Securitisation Law

According to article 4 of the Securitisation Law, the payments made by an assigned debtor to the Issuer may not be subject to any claw-back action or ineffectiveness according to, respectively, articles 166 and 164, first paragraph, of the Italian Insolvency Code.

All other payments made to the Issuer by any party under a Transaction Document in the year/six months suspect period prior to the date on which the petition for admission to judicial liquidation (*liquidazione giudiziale*) of the relevant party is filed may be subject to claw-back action according to article 166 paragraphs 1 or 2, as applicable, of the Italian Insolvency Code. The relevant payment will be set aside and clawed back if the receiver gives evidence that the recipient of the payments had knowledge of the state of insolvency when the payments were made. The question as to whether or not the issuer had actual or constructive knowledge of the state of insolvency at the time of the payment is a question of fact with respect to which a court may in its discretion consider all relevant circumstances.

Insolvency laws applicable to the Originator

The Originator is a joint stock company (*società per azioni*) enrolled in the register of financial intermediaries ("*Albo Unico*") held by the Bank of Italy 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 EU Insolvency Regulation) is located within the territory of the Republic of Italy, pursuant to articles 20(2) and 20(3) of the EU Securitisation Regulation.

Consumer credit provisions

Consumer credit provisions and enactment of Legislative Decree 141

The Portfolio comprises only Receivables deriving from Loans qualifying as consumer loans or personal credit facilities, *i.e.* loans granted to individuals acting outside the scope of their entrepreneurial, commercial, craft or professional activities. The Loans falling within the category of "consumer loans" are regulated by, *inter alia* articles 121 to 126 of the Consolidated Banking Act. The Loans are also regulated by some provisions of the Consumer Code. Consumer protection legislation has been subject to a full revision by the enactment of law decree 13 August 2010 number 141 (as subsequently amended, **Legislative Decree 141**) which transposed in the Italian legal system EC Directive 2008/48 on credit agreements for consumers. Legislative Decree 141 has become enforceable on 19 September 2010.

Legislative Decree 141 and existing credit consumer agreements

Even if Legislative Decree 141 does not provide anything on the matter, on the basis of both article 30 of the Directive 2008/48 and the implementing measures of Legislative Decree 141, it can be stated that the provisions set by Legislative Decree 141 do not apply to agreements existing on the date on which latter entered into force, except for some provisions, applicable to open-end credit agreements only.

Scope of application

Prior to the entry into force of Legislative Decree 141, consumer loans were only those granted for amounts respectively lower and higher than the maximum and minimum levels set by the *Comitato Interministeriale per il Credito e il Risparmi*o (**CICR**) (the inter-ministerial committee for credit and savings), such levels being fixed at Euro 30,987.41 and Euro 154.94 respectively. Current article 122 of the Consolidated Banking Act rules that provisions concerning consumer loans apply to loans granted for amounts from Euro 200 (included) to Euro 75,000 (included); moreover, the same article 122 sets a list of other deeds and agreement which shall not be considered as consumer loans.

Right of withdrawal

Pursuant to article 125-*ter* of the Consolidated Banking Act, consumers have a period of 14 calendar days in which to withdraw from the credit agreement without giving any reason. That period of withdrawal shall begin (a) either from the day of the conclusion of the credit agreement, or (b) from the day on which the consumer receives the contractual terms and conditions and information to be provided to it pursuant to paragraph 1 of article 125-*bis* of the Consolidated Banking Act, if that day is later than the date referred to under point (a). In case the consumer enforces its right of withdrawal, within thirty days following the date of enforcement the consumer shall pay to the lender any amount outstanding under the relevant consumer loan, plus matured interest and non recoverable expenses paid by the lender to the public administration in connection with the granting of the relevant consumer loan. If the credit agreement has been negotiated by distance marketing, withdrawal periods as calculated under article 67-*duodecies* of the Consumer Code will apply. Pursuant to article 125-*quater* of the Consolidated Banking Act, a consumer may always withdraw from an open-end credit agreement without paying any penalty or expense to the lender. Before the enactment of Legislative Decree 141, rights of withdrawal in favour of consumers under consumer loan agreements were limited to specific cases, such as in case of consumer credit agreement concluded to finance acquisition of goods or services pursuant to a distance contract.

The Issuer

According to the Securitisation Law, the Issuer shall be a *società di capitali*. Under the regime normally prescribed for Italian companies under the Italian civil code, it is unlawful for any company (other than banks) to issue securities for an amount exceeding two times the company's share capital. Under the provisions of the Securitisation Law, the standard provisions described above are inapplicable to the Issuer.

The enforcement proceedings in general

The enforcement proceedings can be carried out on the basis of final judgments or other legal instruments known collectively as *titoli esecutivi*.

Save where the law provides otherwise, the enforcement must be preceded by service of the order for the execution (*formula esecutiva*) and the notice to comply (*atto di precetto*).

The notice to comply (*atto di precetto*) is a formal notice by a creditor to his debtor advising that the enforcement proceedings will be initiated if the obligation specified in the title is not fulfilled within a given period (not less than ten days but not more than ninety days from the date on which the notice to comply (*atto di precetto*) is served). If delay would be prejudicial, the court may reduce or eliminate this period upon a justified request of the creditor.

Enforcement of an obligation to pay an amount of money is performed in different ways, according to the kind of the debtor's assets the creditor wants to seize. Therefore and mentioning the most important only, the Italian code of civil procedure provides for different rules concerning respectively:

(a) distraint and forced liquidation of mobile goods in possession of the debtor;

(b) distraint and forced liquidation of debtor's receivables or mobile goods in possession of third parties; and

(c) distraint and forced liquidation of real estate properties.

The Italian code of civil procedure provides for some common provisions applicable to any form of enforcement of an obligation to pay an amount of money and specific rules applicable to each form of enforcement.

Distraint and forced liquidation of assets are carried out in the following steps:

(a) *first*, the debtor's goods are seized;

(b) *second*, other creditors may intervene;

(c) *third*, the debtor's assets are liquidated; and

(d) *fourth*, the creditor is paid, or the proceeds from the liquidation of the debtor's assets are distributed amongst the creditors.

Seizure of assets is the necessary first step in forcing the liquidation of a property, when it is not already held in pledge.

Enforcement proceedings over movable assets in possession of the debtor

With reference to the seizure and forced liquidation of movable assets in possession of the debtor, seizure begins with the application of the lawyer to the bailiff to proceed at the debtor's house/office

or other place and to seize all the debtor's movable assets he/she will find there. The bailiff may look for the movables assets to seize in the debtor's house or in other places related to such debtor and the bailiff is also free to evaluate assets found and keep them seized. However, certain items of personal property cannot be seized.

After the seizure, the bailiff writes a record that contains the injunction to the debtor to refrain from any act that would interfere with the liquidation of the seized property and the description of the movables beings seized. Normally the debtor is named as custodian of the assets since any interference by causing the destruction, deterioration, or removal of seized property is a criminal offence.

After the seizure, the bailiff must deposit the record and the title executed and the notice to comply in the chancery of the execution judge. In this moment the chancellor will open the file of the execution.

After the deposit of the written petition above, the judge fixes the date for the hearing to define the formalities of the sale. At that hearing the parties can pass their proposals about the formalities of the sale. This hearing is also the last possibility for the parties to raise remedies against the enforcement procedure. If there are no oppositions to the procedure or if the parties reach an agreement about the oppositions, the judge decides for the sale. The judge may choose to delegate the sale to a commission agent. In the delegation, the judge fixes the lowest price of the sale and the total amount which must be obtained from the sale. Otherwise the judge may choose to realise the sale by auction.

After the sale, if there is only one secured creditor without others creditors intervened in the execution, the judge will pay the secured creditor's principal debt and the interests and also the costs of the enforcement proceedings with the sale's proceeds. If there are more than one secured creditor or if there are intervened creditors, they may prepare a project of distribution and propose it to the judge. If the judge agrees, he provides consequently to the distribution. If there is no agreement between the creditors the judge provides to the distribution on the basis of the ranking of the creditors.

In addition to securing the creditor's rights, seizure serves the purpose of identifying the property to be liquidated. When movables in the possession of the debtor are seized, the bailiff must draw up a protocol describing the seized assets and indicating their value. When real estates are seized, distraint is recorded in the land registry, and the value should be set by a special technician appointed by the judge.

The seized assets are entrusted to a custodian. Although the debtor himself may be appointed custodian, he normally may neither use seized property nor keep rents, profits, interest, and similar revenues. Seizure also covers rents, profits, interest, and other revenues of the seized property.

The debtor may avoid the seizure by paying the amount due to the bailiff for delivery to the creditor. Such payment does not constitute recognition of the debt and the debtor is not precluded from bringing an action for restitution of the amount, should he prove that the enforcement procedure was wrongfully instituted.

If the value of seized property exceeds the amount of the debt and costs, the judge, after hearing the creditor and any creditors who have intervened, may order that part of the properties are released.

The creditor may select the property that is to be liquidated. He/she may select various types of property and may bring proceedings in more than one district. However, if he/she selects more properties than necessary to satisfy his/her right, the debtor may apply to have this selection restricted. The creditor who requested the seizure must apply for the sale by auction of the seized assets within a deadline of ninety days, otherwise the seizure lapses.

Normally, the debtor's distrainted property is sold (*vendita forzata*). Sometimes, however, property may be assigned to the creditors *in lieu* of sale (*assegnazione forzata*). Seized property may be sold or assigned solely on the motion of the creditor who started the enforcement proceeding or of one of the intervening creditors who possesses an authority to execute. Unless the property is perishable, a motion to sell or assign it may not be made until at least ten days after distraint, but within 90 days.

The creditor who applies for the sale has the duty to anticipate court expenses and the sale fees.

Seized movable property may be sold through acquiring sealed bids (*vendita senza incanto*) or auction (*vendita con incanto*). Seized property may as well be offered for sale in several lots. Once the required amount has been obtained, the sale is discontinued.

Seized property may also be assigned to the creditors instead of being sold. Property may be assigned to discharge the debtor's obligation to the assignees up to the value of the assigned property. If the property is worth more than the amount of the debt, the assignees must pay the balance.

Unless the debtor's assets are assigned to the creditors in satisfaction of their claims, the proceeds of the liquidation must be distributed. The proceeds include:

(a) money received upon the sale or assignment of the debtor's assets;

(b) rents, profits, interest, and other revenues accruing from the debtor's assets during the period of distraint; and

(c) penalties or damages paid to the Court by the defaulting purchasers or assignees.

Distribution of the proceeds is made according to the following steps:

(a) costs and expenses of the proceeding are paid first;

(b) preferred creditors are paid in the order of their degree of priority;

(c) unsecured creditors who commenced or intervened into the proceeding in due time are paid: they share equally, in proportion to the amount of their claims, if there are insufficient funds to satisfy them;

(d) creditors who intervened after the hearing set for the authorisation of the liquidation of assets: they share the balance in proportion to their claims; and

(e) any surplus is returned to the debtor.

If there is any dispute concerning the distribution of proceeds, the judge hears the parties and decides. In this case distribution of the proceeds is suspended except to the extent to which it can be effected without prejudicing the rights of the claimants.

Subrogation

Legislative Decree 141 has introduced in the Consolidated Banking Act article 120-*quater*, which provides for certain measures for the protection of consumers' rights and the promotion of the competition in, *inter alia*, the Italian loan market. Legislative Decree 141 repealed article 8 (except for paragraphs 4-*bis*, 4-*ter* and 4-*quater*) of Italian Law Decree no. 7 of 31 January 2007, as converted into law by Italian Law no. 40 of 2 April 2007, replicating though, with some additions, such repealed provisions. The purpose of article 120-*quater* of the Consolidated Banking Act is to facilitate the exercise by the borrowers of their right of subrogation of a new bank into the rights of their creditors

in accordance with article 1202 (*surrogazione per volontà del debitore*) of the Italian civil code (the **Subrogation**), providing in particular that, in case of a loan, overdraft facility or any other financing granted by a bank, the relevant borrower can exercise the Subrogation, even if the borrower's debt towards the lending bank is not due and payable or a term for repayment has been agreed for the benefit of the creditor. If the Subrogation is exercised by the borrower, a new lender will succeed to the former lender also as beneficiary of all existing ancillary security interests and guarantees. Any provision of the relevant agreement which may prevent the borrower from exercising such Subrogation or render the exercise of such right more cumbersome for the borrower is void. The borrower shall not bear any notarial or administrative cost connected to the Subrogation.

Furthermore, paragraph 7 of article 120-*quater* of the Consolidated Banking Act provides that, in case the Subrogation is not perfected within 30 working days from the date on which the original lender has been requested to cooperate for the conclusion of the Subrogation, the original lender shall indemnify the borrower for an amount equal to 1.00 per cent. of the loan or facility granted, for each month or fraction of month of delay. The original lender has the right to ask for indemnification from the subrogating lender, in case the latter is to be held liable for the delay in the conclusion of the Subrogation.

Debtors may become subject to a debt restructuring arrangement or a court-supervised liquidation in accordance with the Italian Insolvency Code

The Italian Insolvency Code provides for special composition procedures for situations of over-indebtedness (*procedure di composizione della crisi da sovraindebitamento*), and for a special court-supervised liquidation for situations of over-indebtedness (*liquidazione controllata del sovraindebitamento*), which apply to (i) consumers, professionals, small enterprises who/which are in a situation of crisis or insolvency, and (ii) any other debtor which can not be subject to judicial liquidation (*liquidazione giudiziale*) or any other liquidation procedure under Italian law applicable for situations of crisis (*crisi*) or insolvency (*insolvenza*).

Over-indebtedness occurs either in a situation of crisis or in a situation of insolvency. Crisis is the condition that makes insolvency likely to happen, and it occurs when the perspective cash flow shows that the debtor will become unable to pay its debts as they fall due within the subsequent 12 months; insolvency is the inability to repay debts as they fall due.

The composition procedure that applies to over-indebted consumers is the consumer's debt restructuring arrangement (*ristrutturazione dei debiti del consumatore*) (the **Consumer's Debt Restructuring Arrangement**).

Pursuant to articles from 67 to 73 of the Italian Insolvency Code, the over-indebted consumer, supported by the competent body for the composition of the over-indebtedness (*organismo di composizione della crisi da sovraindebitamento*) (the **OCC**), can file before the competent court a petition for the restructuring of its debts, based on a plan providing for the strategy to overcome the over-indebtedness. The over-indebted consumer may propose a partial recovery of its debts. Secured creditors shall receive an amount not lower than the liquidation value of the relevant encumbered asset, as assessed by the OCC.

If the court deems that the requirement provided under the law are met, it orders that the plan and the proposal pertaining to the Consumer's Debt Restructuring Arrangement are published in a specific website and notified to the creditors. Upon the over-indebted consumer's request, the court may also order suspension of ongoing individual enforcement actions, and a general stay on enforcement and interim actions on the over-indebted consumer's assets.

Within 20 days from the court's notice, creditors may submit to the OCC their comments to the plan and the proposal pertaining to the Consumer's Debt Restructuring Arrangement. Within the

subsequent 10 days, the OCC may refer them to the court, together with any amendments to the plan that it deems necessary.

The court verifies whether the plan is compliant with the requirement provided under the law and feasible, and, if so, issues a decision homologating it. Such decision can be opposed within 30 days.

The OCC supervises the execution of the plan, and any sale and/or dismissal is carried out through a tender procedure. One the plan is fully executed, the OCC delivers a final report.

The court, also upon request from a creditor, revokes the homologation of the Consumer's Debt Restructuring Arrangement if for the relevant debtor becomes impossible to fulfill the obligations set out in the plan or if the relevant debtor attempts to fraud its creditors. The revocation cannot be requested by creditors nor pursued by the court after 6 (six) months from delivery of the OCC's final report.

If the Consumer's Debt Restructuring Arrangement fails, or, in any event, upon its own request, the over-indebted consumer may be adjudicated in a court-supervised liquidation for situations of over-indebtedness (the **Court-Supervised Liquidation**). If the over-indebted consumer is in a situation of insolvency, the Court-Supervised Liquidation may be commenced also upon request of a creditor in the context of an individual enforcement proceeding.

If the court finds that the relevant requirements are met (e.g. the amount of debts due and unpaid is higher than Euro 50,000), it issues a decision adjudicating the over-indebted consumer into the Court-Supervised Liquidation. With the same decision, the court, among other things, (i) appoints the designated judge, (ii) appoints a liquidator and (iii) assigns to creditors a term of maximum 60 (sixty) days to file their proof of claim.

As of the adjudication of the over-indebted consumer into the Court-Supervised Liquidation, individual enforcement and interim actions of creditors are stayed, and claims are recovered in accordance with statutory priorities and the principle of equal treatment among creditors.

Pending contracts are suspended, and the liquidator determines if they should be continued or terminated.

Accounting treatment of the Receivables

Pursuant to Bank of Italy's regulations of 29 March 2000 ("Schemi di bilancio delle società di cartolarizzazione dei crediti"), and on 14 February 2006 (istruzioni per la redazione dei bilanci degli intermediari finanziari iscritti nell'"elenco speciale", degli IMEL delle SGR e delle SIM) the accounting information relating to the securitisation of the Receivables will be contained in the Issuer's nota integrativa, which, together with the balance sheet and the profit and loss statements form part of the financial statements of Italian companies.

GENERAL INFORMATION

Approval, listing and admission to trading of the Senior Notes

This Prospectus has been approved by the Central Bank of Ireland (the **Central Bank**) as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**). The Central Bank only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or of the quality of the Notes that are the subject of this Prospectus.

Application has been made to the Euronext Dublin for the Class A Notes to be admitted to the official list of the Euronext Dublin and trading on the regulated market of Euronext Dublin. Such approval relates only to the Class A Notes which are to be admitted to trading on the regulated market of Euronext Dublin which is a regulated market for the purposes of Directive 2014/65/EU.

The Class J Notes are not being offered pursuant to this Prospectus and no application has been made to list the Class J Notes on any stock exchange.

This Prospectus will be published by the Issuer on the website of the Euronext Dublin (being, as at the date of this Prospectus, https://www.euronext.com/en/markets/dublin) and will remain available for inspection on such website for at least 10 years.

Authorisations

The Issuer has obtained all necessary consents, approvals and authorisations in Italy in connection with the issue and performance of the Notes. The issue of the Notes has been authorised by two resolutions of the Quotaholder dated, respectively, 4 October 2022 and 17 October 2022.

Clearing of the Notes

The Notes have been accepted for clearance through Monte Titoli follows:

Class	*ISIN Code*
Class A Notes	IT0005516247
Class J Notes	IT0005516254

Post-issuance reporting

On or prior to each Investor Report Date, the Calculation Agent shall prepare and deliver to the Issuer, the Originator, the Servicer, the Back-up Servicer Facilitator, the Corporate Servicer, the Stichting Corporate Services Provider, the Paying Agent, the Account Bank, the Representative of the Noteholders, the Arranger, the Swap Counterparty and the Rating Agencies the Investor Report, setting out certain information with respect to the Portfolio and the Notes. The Calculation Agent will be authorised to publish the SR Investor Report on its website (being, as at the date of this Prospectus, www.securitisation-services.com).

In addition, under the Intercreditor Agreement, each of the Issuer and the Originator has acknowledged and agreed that: (i) the Issuer is designated as Reporting Entity, pursuant to and for the purposes of article 7(2) of the EU Securitisation Regulation, and it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the transparency requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first sub-paragraph of article 7(1) of the EU Securitisation

Regulation; and (ii) the Originator has fulfilled before pricing and/or shall fulfil after the Issue Date the transparency requirements under article 22 of the EU Securitisation Regulation.

For further details, see the section headed "*Risk Retention and Transparency Requirements*".

Documents available for inspection

As long as any of the Notes is outstanding, copies of the following documents may be inspected on the Securitisation Repository at https://dealdocs.eurodw.eu/CMRSIT102695100120227/:

(a) the articles of association (*atto costitutivo*) and by-laws (*statuto*) of the Issuer;

(b) the Issuer's financial statements and the relevant auditors' reports (if any);

(c) the Transfer Agreement;

(d) the Warranty and Indemnity Agreement;

(e) the Servicing Agreement;

(f) the Corporate Services Agreement;

(g) the Intercreditor Agreement (enclosing the Master Definitions and Construction Schedule);

(h) the Agency and Accounts Agreement;

(i) the Quotaholder's Agreement;

(j) the Stichting Corporate Services Agreement;

(k) the Swap Agreement;

(l) the Deed of Charge;

(m) the Conditions;

(n) this Prospectus;

(o) any other Transaction Document that may be entered into from time to time by the Issuer after the Issue Date; and

(p) any other information made available or to be made available on the Securitisation Repository pursuant to the section headed *"Risk Retention and Transparency Requirements"*.

The documents listed under paragraphs (c) to (n) (included) above constitute all the underlying documents that are essential for understanding the Securitisation and include, but not limited to, each of the documents referred to in point (b) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and article 7(1) of the UK Securitisation Regulation.

Fees and expenses

The estimated annual fees and expenses payable by the Issuer in connection with the Securitisation amount to approximately Euro 180,000 (excluding servicing fees and any VAT, if applicable).

The total fees, costs and expenses payable in connection with the admission of the Senior Notes to listing on the official list of Euronext Dublin and to trading on the regulated market of Euronext Dublin amount to Euro 9,641.20 (plus VAT, if applicable).

Material adverse change

There has been no material adverse change in the financial position or prospects of the Issuer since the date of its incorporation (such date being 1 September 2022).

Legal and arbitration proceedings

The Issuer is not involved in any legal, governmental or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had, since the date of its incorporation (such date being 1 September 2022), significant effects on the financial position or profitability of the Issuer.

LEI

The legal entity identifier (LEI) of the Issuer is 81560071E6C2E5D44D72.

Yield on the Class J Notes

The yield on the Class J Notes is equal to the fixed rate of 2 per cent. per annum applicable in respect of the Class J Notes in accordance with the Conditions.

GLOSSARY

Account Bank means BNP or any other entity, being an Eligible Institution, acting as account bank from time to time under the Securitisation.

Account Bank Report means the report named as such to be prepared and delivered by the Account Bank pursuant to the Agency and Accounts Agreement.

Account Bank Report Date means the date falling 4 (four) Business Days prior to each Calculation Date.

Accounts means the Collection Account, the Cash Reserve Account, the Expenses Account, the Payments Account, the Swap Collateral Accounts, the Securities Account (if any) and any other account which may be opened by the Issuer under the Securitisation in accordance with the Transaction Documents.

Agency and Accounts Agreement means the agency and accounts agreement entered into on or about the Issue Date between the Issuer, the Servicer, the Calculation Agent, the Account Bank, the Paying Agent, the Corporate Servicer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Agents means, collectively, the Account Bank, the Calculation Agent and the Paying Agent.

Aggregate Interest Amount has the meaning ascribed to such term in Condition 5(f) (*Interest and Class J Variable Return - Calculation of Interest Amount, Aggregate Interest Amount and Class J Variable Return*).

Alternative Base Rate has the meaning ascribed to such term in Condition 5(d)(iii) (*Interest and Class J Variable Return - Fallback provisions*).

Amortisation Plan means, with reference to each Receivable, the amount and the payment date of the Instalments scheduled in the relevant Loan Agreement.

Arranger means Mediobanca.

Back-up Servicer Facilitator means Banca Finint or any other entity acting as back-up servicer facilitator from time to time under the Securitisation.

Banca Finint means Banca Finanziaria Internazionale S.p.A., a bank incorporated as a joint stock company (*società per azioni*) under the laws of the Republic of Italy, having its registered office in Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, share capital of Euro 91,743,007.00 fully paid up, tax code and enrolment in the companies' register of Treviso-Belluno no. 04040580963, VAT Group "*Gruppo IVA FININT S.P.A.*" - VAT no. 04977190265, registered in the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act under no. 5580 and in the register of the banking groups held by the Bank of Italy as parent company of the Banca Finanziaria Internazionale banking group, member of the "*Fondo Interbancario di Tutela dei Depositi*" and of the "*Fondo Nazionale di Garanzia*".

Base Rate Modification has the meaning ascribed to such term in Condition 5(d)(i) (*Interest and Class J Variable Return - Fallback provisions*).

Benchmark Regulation means Regulation (EU) no. 2016/1011, as amended and/or supplemented from time to time.

BNP means BNP PARIBAS, Italian Branch, a bank incorporated under the laws of France licensed to conduct banking operations, having its registered office at Boulevard des Italiens n. 16, Paris, France, registered with the Chamber of Commerce of Paris under number B662 042 449, with a fully paid-up share capital of Euro 2,468,663,292, which acts for the purposes hereof through its Italian branch, whose offices are located in Piazza Lina Bo Bardi n. 3, Milan, enrolled in the register of banks held by the Bank of Italy under no. 5482, fiscal code and VAT code no. 04449690157, REA no. 731270.

Borrowers means the borrowers under the Loan Agreements.

Business Day means any day, other than Saturday or Sunday, which is not a public holiday or a bank holiday in Milan, Rome, London and Dublin and on which the Trans-European Automated Real time Gross settlement Express Transfer system 2 (TARGET 2) (or any successor thereto) is open for the settlements of payments in Euro.

Calculation Agent means Banca Finint or any other entity acting as calculation agent from time to time under the Securitisation.

Calculation Date means the date falling 4 (four) Business Days prior to each Payment Date.

Cancellation Date means the date on which the Notes will be finally and definitively cancelled, being:

(a) the earlier of (A) the Final Maturity Date if the Notes are redeemed in full, and (B) the date on which the Notes are finally redeemed following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or pursuant to Condition 6(c) (*Mandatory redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*); or

(b) if the Notes cannot be redeemed in full on the Final Maturity Date as a result of the Issuer having insufficient Issuer Available Funds for application in or towards such redemption, the later of (A) the Payment Date immediately following the date on which all the Receivables will have been paid in full, and (B) the Payment Date immediately following the date on which all the Receivables then outstanding will have been entirely written off by the Issuer as a consequence of the Servicer having determined that there is no reasonable likelihood of there being any further realisations in respect of the Portfolio and the other Securitisation Assets (whether arising from judicial enforcement proceedings or otherwise) which would be available to pay unpaid amounts outstanding under the Notes.

Cash Reserve means the cash reserve established on the Cash Reserve Account and replenished from time to time in accordance with the provisions of the Transaction Documents.

Cash Reserve Account means the Euro denominated account with IBAN IT59F0347901600000802589302, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Cash Reserve Amount means, at any time, the balance of the amounts standing to the credit of the Cash Reserve Account.

Cash Reserve Initial Amount means an amount equal to Euro 11,990,000.

Cash Reserve Required Amount means, with reference to each Payment Date, an amount equal to the higher: of:

(a) 2.75 per cent. of the aggregate Principal Amount Outstanding of the Senior Notes on such Payment Date (before making payments due on such Payment Date in accordance with the applicable Priority of Payments); and

(b) Euro 2.000.000,

it being understood that, on the earlier of (i) the Payment Date following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, and (ii) the Payment Date on which the Senior Notes will be redeemed in full and/or cancelled, such amount will be reduced to 0 (zero).

Class means a class of Notes being the Class A Notes or the Class J Notes, as the case may be.

Class A Noteholders means the holders of the Class A Notes.

Class A Notes means Euro 436,000,000 Class A Asset Backed Floating Rate Notes due January 2039.

Class A Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to the lower of:

(a) the Target Amortisation Amount on such Payment Date; and

(b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class A Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class A Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class J Noteholders means the holders of the Class J Notes.

Class J Notes means Euro 71,362,000 Class J Asset Backed Fixed Rate and Variable Return Notes due January 2039.

Class J Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to the lower of:

(a) the Target Amortisation Amount on such Payment Date less the Class A Redemption Amount; and

(b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class J Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class J Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class J Variable Return means, on each Payment Date, the variable return payable on the Class J Notes, which will be equal to any Issuer Available Funds remaining after making payments under items (i) (*first*) to (xiii) (*thirteenth*) (inclusive) of the Pre-Acceleration Priority of Payments or under items (i) (*first*) to (xii) (*twelfth*) (inclusive) of the Post-Acceleration Priority of Payments, as the case may be, and may be equal to 0 (zero).

Clean-up Call Event means the circumstance that, on any date, the Principal Amount Outstanding of the Senior Notes is equal to or lower than 10 per cent. of the principal amount of the Senior Notes upon issue.

Clearstream means Clearstream Banking, Luxembourg with offices at 42 avenue JF Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

Collateral Portfolio means, on any given date, the aggregate of all Receivables comprised in the Portfolio, other than any Defaulted Receivables.

Collateral Portfolio Outstanding Principal means, at any given date, the aggregate Outstanding Principal of the Receivables comprised in the Collateral Portfolio.

Collateral Security means, with reference to each Receivable, any security interest, guarantee or other arrangement securing the payment of the Receivables, including any Payment Delegation, Salary Assignment and/or Insurance Policy assisting the relevant Loan.

Collection Account means the Euro denominated account with IBAN IT82E0347901600000802589301, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Collection End Date means the last calendar day of March, June, September and December in each year.

Collection Period means each period commencing on (but excluding) a Collection End Date and ending on (and including) the immediately following Collection End Date, provided that the first Collection Period will commence on (but exclude) the Valuation Date of the Portfolio and end on (and include) the Collection End Date falling in December 2022.

Collections means, collectively, any amount on account of principal, interest, prepayment fees and other amounts received or recovered by or on behalf of the Issuer in respect of the Receivables.

Conditions means the terms and conditions of the Notes, and **Condition** means a condition thereof.

Connected Third Party Creditors means any creditors of the Issuer (other than the Issuer Creditors) in relation to the Securitisation.

CONSOB means *Commissione Nazionale per le Società e la Borsa*.

CONSOB and Bank of Italy Joint Resolution means the resolution of 13 August 2018 jointly issued by CONSOB and Bank of Italy (named "*Disciplina dei servizi di gestione accentrata, di liquidazione, dei sistemi di garanzia e delle relative società di gestione*") containing rules on custody, clearing and settlement, as amended and/or supplemented from time to time.

Consolidated Banking Act means Italian Legislative Decree no. 385 of 1 September 1993, as amended and/or supplemented from time to time.

Consolidated Financial Act means Italian Legislative Decree no. 58 of 24 February 1998, as amended and/or supplemented from time to time.

Consumer Code means Italian Legislative Decree no. 206 of 6 September 2005 (named "*Codice del consumo, a norma dell'articolo 7 della legge 29 luglio 2003, n. 229*"), as amended and/or supplemented from time to time.

Corporate Servicer means Banca Finint or any other entity acting as corporate servicer from time to time under the Securitisation.

Corporate Services Agreement means the corporate services agreement entered into on or about the Issue Date between the Issuer and the Corporate Servicer, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Credit and Collection Policies means the procedures for the management, collection and recovery of the Receivables attached as schedule 1 (*Credit and Collection Policies*) to the Servicing Agreement.

Criteria means the criteria set out in schedule 2 to the Transfer Agreement, on the basis of which the Receivables have been identified as a block (*in blocco*) pursuant to the combined provisions of articles 1 and 4 of the Securitisation Law.

CRR means Regulation (EU) no. 575/2013, as amended and/or supplemented from time to time.

CRR Amendment Regulation means Regulation (EU) no. 2401 of 12 December 2017 amending the CRR.

CRR Assessment means the assessment of compliance of the Notes with the relevant provisions of article 243 of the CRR carried out by PCS.

Debtors means the Borrowers and any other persons who are liable for the payment of the Receivables (including any third-party guarantors).

Decree 180/1950 means Italian Presidential Decree no. 180 of 5 January 1950, as amended and/or supplemented from time to time.

Decree 239 means Italian Legislative Decree no. 239 of 1 April 1996, as amended and/or supplemented from time to time, and any related regulations.

Decree 239 Withholding means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree 239.

Deed of Charge means the English law deed of charge entered into on or prior to the Issue Date between the Issuer and the Representative of the Noteholders (acting for itself and as security trustee for the Noteholders and the Other Issuer Creditors), as from time to time modified in accordance with the provisions thereof and including any deed or other document expressed to be supplemental thereto.

Defaulted Receivables means the Receivables arising from Loans: (i) other than those in respect of which a Job Damage has occurred and the relevant claim has been filed with the relevant Insurance Company, which have, at the end of each Collection Period, at least 8 Late Instalments due that are

outstanding ; or (ii) have been classified as "non-performing" by the Servicer; or (iii) in respect of which a Life Damage has occurred and the Servicer has filed the relevant payment request with the Insurance Company; or (iv) in respect of which a Job Damage has occurred and the Servicer has filed the relevant claim with the Insurance Company and 3 (three) months have elapsed from the date of the payment request for partial reimbursement of the relevant Receivable and the Insurance Company has not yet made the full payment of the relevant Indemnity requested by the Issuer, nor has the Servicer recorded a change in the Employer and/or Pension Authority of the Debtor; or (v) in respect of which a Job Damage has occurred and the Servicer has filed the relevant claim with the relevant Insurance Company for the full reimbursement of such Receivable.

EBA means the European Banking Authority.

EBA Guidelines on STS Criteria means the guidelines on the criteria of simplicity, transparency and standardisation adopted by EBA on 12 December 2018 pursuant to the EU Securitisation Regulation and named "*Guidelines on the STS criteria for non-ABCP securitisation*", as amended and/or supplemented from time to time.

ECB means the European Central Bank.

EEA means the European Economic Area.

Eligible Institution means a depository institution organised under the laws of any state which is a member of the European Union or the UK or of the United States of America and:

(a) having the following ratings:

(i) with respect to Moody's, a public rating at least equal to "Baa2" in respect of long-term unsecured and unsubordinated debt obligations (or, if no such long-term rating is available, a public rating at least equal to "P-2" in respect of short-term unsecured and unsubordinated debt obligations), or such other rating as may from time to time comply with Moody's criteria; and

(ii) with respect to Fitch, a deposit rating or, when a deposit rating is not available, an issuer default rating at least equal to "A-" or "F1"; or

(b) whose obligations under the Transaction Documents to which it is a party are guaranteed by a depository institution organised under the laws of any state which is a member of the European Union or the UK or of the United States of America and having the ratings set out in paragraph (a) above, provided that such guarantee has been notified in advance to the Rating Agencies and complies with the Rating Agencies' criteria.

Eligible Investments means any senior, unsubordinated debt securities, investment, commercial paper, deposit or other instrument which is denominated in Euro and is in the form of bonds, notes, commercial papers, deposits or other financial instruments having at least the following ratings:

(a) with respect to Moody's, a long-term public rating at least equal to "Baa2" and in case of euro-denominated money funds a rating of "Aaa-mf", or such other rating as may from time to time comply with Moody's criteria; and

(b) with respect to Fitch, in case of (i) deposits or securities with a maturity up to 30 days, a deposit rating or, when a deposit rating is not available, an Issuer default rating at least equal to "A-" or "F1"; (ii) in case of securities with maturity between 31 days and 365 days a deposit rating or, when a deposit rating is not available, an Issuer default rating at least equal to "AA-" or "F1+"; and (iii) in case of money market funds a rating of "AAAmmf",

provided that: (i) each maturity date shall fall not later than the immediately following Eligible Investment Maturity Date; (ii) any investment shall guarantee a fixed amount on account of principal at maturity not lower than the initial invested amount; and (iii) in any event, any account, deposit, instrument or fund which consists, in whole or in part, actually or potentially, of credit-linked notes, synthetic securities or similar claims resulting from the transfer of credit risk by means of credit derivatives, swaps or tranches of other asset backed securities or any other instrument from time to time specified in the ECB monetary policy regulations applicable from time to time shall be excluded.

Eligible Investments Maturity Date means, with reference to each Eligible Investment, the date falling no later than 5 (five) Business Days prior to the Payment Date immediately following the Collection Period in respect of which the relevant Eligible Investment has been made.

Eligible Investments Report means the report named as such to be prepared and delivered by the Account Bank pursuant to the Agency and Accounts Agreement.

Eligible Investments Report Date means the date falling 5 (five) Business Days prior to each Payment Date.

EMIR means Regulation (EU) no. 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (as amended, modified and/or restated from time to time) and/or any supplementing regulations, provisions or regulatory or implementing technical standards (each as amended, modified and/or restated from time to time) being effected under or in connection with Regulation (EU) no. 648/2012.

EMMI means the European Money Markets Institute.

Employer means the public or private employer required to pay to Fides or, following the assignment of the Receivables, to the Issuer the amount subject to each Salary Assignment or the person required to make the payment pursuant to each Payment Delegation, or the Pension Authority or any other entity to which the relevant Borrower has allocated its TFR (*trattamento di fine rapporto*).

ESMA means the European Securities and Markets Authority.

ESMA STS Register means the ESMA website on which the STS Notification will be available for download on the ESMA website (being, as at the date of this Prospectus, https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre).

EU CRA Regulation means Regulation (EC) no. 1060/2009 on credit rating agencies, as amended and/or supplemented from time to time.

EU Insolvency Regulation means Regulation (EU) no. 848 of 20 May 2015, as amended and/or supplemented from time to time.

EURIBOR has the meaning ascribed to such term in Condition 5(c) (*Interest and Class J Variable Return - Rate of interest on the Notes*).

Euro, **EUR** or **€** means the single currency introduced in the Member States of the European Community which adopted the single currency in accordance with the Treaty of Rome of 25 March 1957, as amended by, *inter alia*, the Single European Act 1986, the Treaty of the European Union of 7 February 1992 establishing the European Union and the European Council of Madrid of 16 December 1995.

Euroclear means Euroclear Bank S.A./N.V., with offices at 1 boulevard du Roi Albert II, B-1210 Brussels.

Euro-Zone means the region comprised of Member States of the European Union that adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957) as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992).

EU Securitisation Regulation means Regulation (EU) no. 2402 of 12 December 2017, as amended and/or supplemented from time to time.

EU STS Requirements means the requirements of articles 19 to 22 of the EU Securitisation Regulation.

EUWA means the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020).

Excess Swap Collateral means an amount equal to the value of the Swap Collateral (or the applicable part thereof) which is in excess of the Swap Counterparty's liability (prior to any netting in respect of the Swap Collateral) under the Swap Agreement as at the date of termination of the Swap Agreement or which it is otherwise entitled to have returned to it under the terms of the Swap Agreement.

Expenses means any documented fees, costs, expenses and Taxes required to be paid to any Connected Third Party Creditor arising in connection with the Securitisation and any other documented costs, expenses and taxes required to be paid in order to preserve the existence of the Issuer, maintain it in good standing and comply with applicable laws and regulations or, after the last Payment Date, to liquidate it.

Expenses Account means the Euro denominated account with IBAN IT13H0347901600000802589304, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Extraordinary Resolution has meaning ascribed to such term in the Rules of the Organisation of the Noteholders.

FATCA means Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986.

FATCA Withholding means any withholding applicable under FATCA or an IGA (or any law implementing an IGA).

FCA means the Financial Conduct Authority.

Fides means Fides - Ente Commissionario per Facilitazioni Rateali ai Lavoratori - S.p.A., a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Viale Regina Margherita, 279B, 00198 Rome, Italy, share capital equal to Euro 35,000,000, fiscal code and enrolment with the companies' register of Rome no. 00667720585, enrolled in the register of financial intermediaries ("*Albo Unico*") held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act under no. 29.

Final Maturity Date means the Payment Date falling in January 2039.

Fitch means (i) in order to identify the entity who has assigned the rating to the Senior Notes, Fitch Ratings Ireland Limited (*Sede Secondaria Italiana*) and, in each case, any of its successors in this rating activity, and (ii) in any other case, any entity that is part of the Fitch Ratings group, which is either registered or not in accordance with the EU CRA Regulation or the UK CRA Regulation, as evidenced in the latest update of the list published by ESMA or FCA, as the case may be, or any other applicable regulation.

Further Securitisation has the meaning ascribed to it in Condition 4(o) (*Further securitisations and corporate existence*).

IGA means each intergovernmental agreement entered into between the United States and other relevant jurisdictions to facilitate the implementation of FATCA.

Indemnity means the amount due by an Insurance Company to Fides or, following the assignment of the Receivables, to the Issuer after the occurrence of a Job Damage and/or Life Damage, pursuant to the terms and conditions of the relevant Insurance Company.

Individual Purchase Price means, in respect of each Receivable, the aggregate of (i) the sum of all Principal Components falling due after the Valuation Date, calculated as at the Valuation Date, and (ii) the relevant Interest Accrual, calculated as at the Valuation Date.

Inside Information and Significant Event Report 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 and of the UK Securitisation Regulation (including, *inter alia*, any material change of the Priority of Payments and the occurrence of any Trigger Event), to be prepared and delivered by the Calculation Agent in accordance with the Agency and Accounts Agreement.

Instalment means each instalment due by a Debtor under a Loan Agreement pursuant to the relevant Amortisation Plan, including a Principal Component and an Interest Component, it being understood that the insurance premia relating to the Insurance Policies are borne by Fides and are not included in the Instalment.

Insurance Companies means the insurance companies which have issued the Insurance Policies.

Insurance Policies means, with reference to each Loan, the insurance policies issued by the Insurance Companies for the benefit of Fides on the basis of the relevant agreements and/or in the form of a collective policy relating to several Loans, to cover certain risks associated with the relevant Borrower, whose rights and claims are included in the Receivables assigned to the Issuer pursuant to the Transfer Agreement.

Intercreditor Agreement means the intercreditor agreement entered into on or about the Issue Date between the Issuer, the Quotaholder, the Representative of the Noteholders (acting for itself and on behalf of the Noteholders), the Other Issuer Creditors and the Reporting Entity, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Interest Accrual means, in respect of the Receivables comprised in the Portfolio, the amount of interest accrued but not yet due up to (and including) the Valuation Date.

Interest Amount has the meaning ascribed to such term in Condition 5(f) (*Interest and Class J Variable Return - Calculation of Interest Amount, Aggregate Interest Amount and Class J Variable Return*).

Interest Component means, in relation to each Loan, the interest component of each Instalment.

Interest Determination Date means the 2nd (second) Business Day immediately preceding the beginning of the relevant Interest Period.

Interest Period means each period from (and including) a Payment Date to (but excluding) the immediately following Payment Date, provided that the first Interest Period will commence on (and include) the Issue Date and end on (but exclude) the Payment Date falling in January 2023.

Investor Report means the report setting out certain information with respect to the Portfolio and the Notes, to be prepared and delivered by the Calculation Agent in accordance with the Agency and Accounts Agreement.

Investor Report Date means the date falling 1 (one) Business Day after each Payment Date.

Issue Date means the date falling on 23 November 2022, on which the Notes will be issued.

Issuer means Coppedè SPV S.r.l., a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated under the laws of the Republic of Italy, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 05352460264, quota capital of Euro 10,000 fully paid-up, enrolled with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 7 June 2017 under no. 35955.4, having as its sole corporate object the realisation of securitisation transactions pursuant to the Securitisation Law.

Issuer Available Funds means, with reference to each Payment Date, the aggregate (without double counting) of:

(a) all Collections received or recovered by the Issuer in respect of the Portfolio in relation to the immediately preceding Collection Period;

(b) any other amount received by the Issuer in respect of the Portfolio in relation to the immediately preceding Collection Period (including any proceeds deriving from the repurchase by the Originator of individual Receivables pursuant to the Transfer Agreement and any amount paid by the Originator to the Issuer pursuant to the Warranty and Indemnity Agreement, but excluding, for the avoidance of doubt, any sum erroneously transferred to the Issuer pursuant to the Servicing Agreement, as well as any sum recovered by the Issuer from third parties after receipt of any payment from the Originator pursuant to the Warranty and Indemnity Agreement);

(c) all amounts payable to the Issuer under or in relation to the Swap Agreement in respect of such Payment Date (other than any early termination amount or Replacement Swap Premium and any Swap Collateral, Swap Tax Credits, Excess Swap Collateral, or any other amount standing to the credit of the Swap Cash Collateral Account);

(d) notwithstanding item (c) above, (i) any early termination amount received from the Swap Counterparty in excess of the amount required and applied by the Issuer to enter into one or more replacement swap agreements, and (ii) any Replacement Swap Premium received from a replacement Swap Counterparty in excess of the amount required and applied to pay the outgoing Swap Counterparty;

(e) all amounts on account of interest, premium or other profit received (net of any withholding or deduction on account of tax), up to the immediately preceding Eligible Investments Maturity Date, from any Eligible Investments made in accordance with the Agency and Accounts Agreement using funds standing to the credit of the Collection Account and the Cash Reserve Account in relation to the immediately preceding Collection Period;

(f) the Cash Reserve Amount as at the immediately preceding Payment Date (after making payments due under the Pre-Acceleration Priority of Payments on that Payment Date) or, in respect of the first Payment Date, the Cash Reserve Initial Amount;

(g) all amounts of interest accrued (net of any withholding or expenses, if due) and paid on the Collection Account, the Cash Reserve Account and the Payments Account during the immediately preceding Collection Period;

(h) any amount credited to the Collection Account pursuant to item (xiii) (*thirteenth*) of the Pre-Acceleration Priority of Payments or (xii) (*twelfth*) of the Post-Acceleration Priority of Payments (as the case may be) on any preceding Payment Date;

(i) the proceeds deriving from the sale, if any, of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of early redemption of the Notes pursuant to Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*);

(j) the Issuer Available Funds relating to the immediately preceding Payment Date, to the extent not applied in full on that Payment Date due to the failure of the Servicer to deliver the Servicer's Report in a timely manner;

(k) any other amount received by the Issuer from any Transaction Party pursuant to the Transaction Documents in relation to the immediately preceding Collection Period and not already included in any of the other items of this definition of Issuer Available Funds,

provided that, prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Servicer fails to deliver the Servicer's Report to the Calculation Agent by the relevant Servicer's Report Date (or such later date as may be agreed between the Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), the Issuer Available Funds in respect of the relevant Payment Date shall be limited to the amounts necessary to pay interest on the Senior Notes and any amounts ranking in priority thereto under the Pre-Acceleration Priority of Payments.

Issuer Creditors means, collectively, the Noteholders and the Other Issuer Creditors.

Issuer Insolvency Event means, in respect of the Issuer, any of the following events:

(a) an order is made or an effective resolution is passed for the winding up of the Issuer or any of the events under article 2484 of the Italian civil code occurs; or

(b) an insolvency proceeding has been instituted against the Issuer under applicable laws and such proceeding is not, in the opinion of the Representative of the Noteholders, being disputed in good faith with a reasonable prospect of success; or

(c) the Issuer takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with, or for the benefit of, its creditors (other than the Issuer Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it, or it applies for or consents to the suspension of payments or an administrator, administrative receiver or liquidator or other similar official of the Issuer being appointed over or in respect of the whole or any part of the undertaking, assets and/or revenues of the Issuer or an encumbrancer taking possession of the whole or any substantial part of the undertaking or assets of the Issuer.

Issuer Transaction Security means the security created or purported to be created pursuant to the Deed of Charge and any other security which may be created or purported to be created pursuant to the Intercreditor Agreement.

Italian Insolvency Code means the Italian Legislative Decree No. 14 of 12 January 2019 (*Codice della crisi d'impresa e dell'insolvenza*), as amended, integrated and supplemented from time to time.

Job Damage means each event related and/or connected to the employment relationship of a Borrower (*sinistro impiego*) covered under the relevant Insurance Policy, upon occurrence of which the relevant Insurance Company shall pay an Indemnity to Fides or, following the assignment of the Receivables, to the Issuer in accordance with the terms and conditions of such Insurance Policy.

Junior Noteholders means the Class J Noteholders.

Junior Notes means the Class J Notes.

Junior Notes Subscriber means Fides.

Junior Notes Subscription Agreement means the subscription agreement relating to the Junior Notes entered into on or about the Issue Date between the Issuer, the Representative of the Noteholders and the Junior Notes Subscriber, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto

Late Instalment means, in relation to a Loan, an Instalment overdue and unpaid for at least 32 consecutive days in respect of which each of the following components set out in the Delegated Regulation (EU) 171/2018 have been exceeded:

(a) the amount of the Instalment is greater than Euro 100 (*componente assoluta*); and

(b) the ratio between the Instalment and all the positions recorded in the financial statements towards the same Debtor is equal to 1.00 per cent. (*componente relativa*).

Life Damage means the death of a Borrower (*sinistro vita*) covered under the relevant Insurance Policy, upon occurrence of which the relevant Insurance Company shall pay an Indemnity to Fides or, following the assignment of the Receivables, to the Issuer in accordance with the terms and conditions of such Insurance Policy.

Loan Agreements means the loan agreements entered into between the Originator and the Borrowers, under which the Originator has granted the Loans to the relevant Borrowers.

Loan by Loan Report means the report setting out information relating to each Loan as at the end of the Collection Period immediately preceding the relevant SR Report Date in compliance with point (a) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and of the UK Securitisation Regulation and the applicable Technical Standards, to be prepared and delivered by the Servicer in accordance with the Servicing Agreement.

Loans means the loans granted by the Originator under the Loan Agreements, which are assisted by (i) a Salary Assignment and/or a Payment Delegation in favour of the Originator, and (ii) one or more Insurance Policies covering the risks of Life Damage and, where applicable, Job Damage.

Mediobanca means Mediobanca - Banca di Credito Finanziario S.p.A. a bank incorporated under the laws of Italy, having its registered office at Piazzetta Enrico Cuccia, 1, 20121, Milano, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi under no.

00714490158, enrolled under no. 4753 with the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act and in the register of the banking groups held by the Bank of Italy as parent company of the Mediobanca banking group.

Meeting means a meeting of Noteholders duly convened (whether originally convened or resumed following an adjournment) and held in accordance with the provisions contained in the Rules of the Organisation of the Noteholders.

MiFID II means Directive 2014/65/EU, as amended and/or supplemented from time to time.

Moody's means (i) for the purpose of identifying the Moody's entity which has assigned the credit rating to the Senior Notes, Moody's Investors Service España, S.A., and in each case, any successor to this rating activity, and (ii) in any other case, any entity that is part of the Moody's group, which is either registered or not in accordance with the EU CRA Regulation or the UK CRA Regulation, as evidenced in the latest update of the list published by ESMA or FCA, as the case may be, or any other applicable regulation.

Monte Titoli means Monte Titoli S.p.A., a joint stock company under the laws of the Republic of Italy, having its registered office at Piazza degli Affari 6, 20123 Milan, Italy, VAT code and enrolment with the companies' register of Milano - Monza Brianza - Lodi no. 03638780159.

Monte Titoli Account Holders means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli including any depository banks appointed by Euroclear and Clearstream.

Most Senior Class of Notes means (i) until redemption in full of the Class A Notes, the Class A Notes; or (ii) following redemption in full of the Class A Notes, the Class J Notes.

Noteholders means, collectively, the Senior Noteholders and the Junior Noteholders.

Notes means, collectively, the Senior Notes and the Junior Notes.

Ordinary Resolution has the meaning ascribed to such term in the Rules of the Organisation of the Noteholders.

Organisation of the Noteholders means the association of the Noteholders, organised pursuant to the Rules of the Organisation of the Noteholders.

Originator means Fides.

Other Issuer Creditors means the Originator, the Servicer, the Back-up Servicer Facilitator, the Representative of the Noteholders, the Calculation Agent, the Corporate Servicer, the Stichting Corporate Services Provider, the Swap Counterparty, the Account Bank, the Paying Agent, the Arranger, the Senior Notes Subscriber, the Junior Notes Subscriber and any other entity which may accede to the Intercreditor Agreement from time to time.

Outstanding Balance means, with reference to any given date and in relation to any Receivable, the aggregate of (i) the Outstanding Principal of such Receivable, (ii) any interest, fee, expense and other amount due but unpaid thereon, and (iii) any interest accrued but not yet due thereon, as at such date.

Outstanding Principal means, with reference to any given date and in relation to any Receivable, the aggregate of (i) all Principal Components falling due after that date pursuant to the relevant Loan Agreement, and (ii) all Principal Components due but unpaid as at that date.

Parapublic Company means a company having a share capital owned for at least 50 per cent. by a Public Administration.

Paying Agent means BNP or any other entity, being an Eligible Institution, acting as paying agent from time to time under the Securitisation.

Payment Date means (i) prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, 28 January, 28 April, 28 July and 28 October in each year (or, if such day is not a Business Day, the immediately following Business Day), provided that the first Payment Date will fall on 30 January 2023; or (ii) following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, any such Business Day as determined by the Representative of the Noteholders on which payments are to be made under the Securitisation.

Payment Delegation means the payment delegation issued, pursuant to the relevant Loan Agreement, by a Borrower in favour of Fides according to which the Borrower (delegator) has delegated its Employer (delegate) to retain a fixed amount of the Borrower's salary and to transfer it to Fides (delegatee) in order to repay the Loan pursuant to articles 1269 and 1723, second paragraph, of the Italian civil code and the further regulation applicable on the subject matter.

Payments Account means the Euro denominated account with IBAN IT08D0347901600000802589300, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Payments Report means the report named as such to be prepared and delivered by the Calculation Agent pursuant to the Agency and Accounts Agreement.

PCS means Prime Collateralised Securities (PCS) EU SAS.

Pension Authority means *Istituto Nazionale di Previdenza Sociale* or any other pension authority being the assigned debtor of the receivables assigned pursuant to each Salary Assignment, including any pension fund established pursuant to Legislative Decree no. 252 of 5 December 2005 to which a Debtor has adhered according to the procedures provided for thereunder.

Portfolio means the portfolio of Receivables transferred by the Originator to the Issuer pursuant to the Transfer Agreement.

Portfolio Repurchase Option means the option, pursuant to article 1331 of the Italian civil code, granted by the Issuer to the Originator to repurchase the Portfolio following the occurrence of a Clean-up Call Event or a Tax or Illegality Event pursuant to the terms and subject to the conditions set out in the Transfer Agreement.

Portfolio Repurchase Option Exercise Notice means any notice delivered by the Originator pursuant to the Transfer Agreement, whereby the Portfolio Repurchase Option is exercised.

Post-Acceleration Priority of Payments means the order of priority pursuant to which the Issuer Available Funds shall be applied, in accordance with Condition 3(b) (*Post-Acceleration Priority of Payments*), following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*).

Pre-Acceleration Priority of Payments means the order of priority pursuant to which the Issuer Available Funds shall be applied, in accordance with Condition 3(a) (*Pre-Acceleration Priority of Payments*), prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event

or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*).

PRIIPs Regulation means Regulation (EU) no. 1286/2014, as amended and/or supplemented from time to time.

Principal Amount Outstanding means, with reference to any given date and in relation to any Note, the principal amount thereof upon issue, less the aggregate amount of all repayments of principal that have been made in respect of that Note prior to such date.

Principal Component means, in relation to each Loan, the principal component of each Instalment as well as any other amount other than the Interest Component (including fees, costs and expenses).

Priority of Payments means, as the case may be, the Pre-Acceleration Priority of Payments or the Post-Acceleration Priority of Payments.

Private Company means a company not belonging to the Public Administration (but excluding, for the avoidance of doubts, Parapublic Companies).

Prospectus means this prospectus relating to the issuance of the Notes.

Prospectus Regulation means Regulation (EU) 2017/1129, as amended and/or supplemented from time to time.

Provisional Portfolio means a provisional portfolio as at 24 June 2022, which is in a reasonably final form.

Public Administration means any entity to which the provisions of articles 69 and 70 of the Royal Decree no. 2440 of 18 November 1923 apply (but excluding, for the avoidance of doubt, Parapublic Companies).

Purchase Price means the purchase price for the Portfolio, being equal to the aggregate of all the Individual Purchase Prices of the Receivables comprised in the Portfolio.

Quota Capital Account means the Euro denominated account with IBAN IT43M0326661620000014113013, opened in the name of the Issuer with Banca Finint.

Quotaholder means Stichting Lapislazzuli, a Dutch law foundation (*stichting*) incorporated under the laws of The Netherlands, having its registered office at Locatellikade 1, 1076AZ Amsterdam, The Netherlands, with Italian fiscal code no. 91051520269 and enrolled with the Chamber of Commerce in Amsterdam under no. 86538551.

Quotaholder's Agreement means the quotaholder's agreement entered into on or about the Issue Date between the Quotaholder, the Issuer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions thereof contained and including any agreement or other document expressed to be supplemental thereto.

Rate Determination Agent has the meaning ascribed to such term in Condition 5(d)(ii) (*Interest and Class J Variable Return - Fallback provisions*).

Rating Agencies means, collectively, Fitch and Moody's.

Receivables means all rights and claims of the Issuer arising out of or in connection with the Loan Agreements as at the Valuation Date, or from the Valuation Date (excluded), including without limitation:

(a) all rights and claims in relation to the Principal Components that are due after the Valuation Date;

(b) all rights and claims in relation to the payment of interest, including default interest, accrued on the Loans and not yet collected, including the Interest Accrual, as at the Valuation Date (excluded);

(c) all rights and claims in relation to the payment of interest, including default interest, on the Loans starting from the Valuation Date (included);

(d) all rights and claims in relation to the payment of any amount relating to expenses, damages, costs, penalties, taxes and ancillary expenses pursuant to the Loan Agreements;

(e) any Collateral Security assisting the Loan Agreements, as well as any right and claim to the payment of salaries, salaries, pensions and/or to the payment of any other indemnity (including sums due by way of severance pay (TFR)) due as a result of the Payment Delegation and/or Salary Assignment assisting the relevant Loan, as well as all rights and claims in relation to the Insurance Policies; and

(f) any privilege or pre-emption right, transferable pursuant to the Securitisation Law, which includes the aforementioned rights and claims, as well as any other right, claim, accessory, substantial or judicial action (including claims for damages) and challenges and exceptions related to the aforementioned rights and claims, including the right to terminate the relevant Loan Agreement due to a default (*risoluzione per inadempimento*) and the right to declare any amount under the relevant Loan Agreement immediately due and payable (*decadenza dal beneficio del termine*),

excluding any Instalments which, as at the Valuation Date, have been postponed at the end of the Amortisation Plan (*accodate*). It is also understood that the insurance premia relating to the Insurance Policies are borne by Fides, are not included in the Instalments and, consequently, are not transferred to the Issuer; therefore, the receivables arising from the reimbursement of any unused portion of the relevant insurance premia will remain with Fides.

Reference Rate has the meaning ascribed to such term in Condition 5(c) (*Interest and Class J Variable Return - Rate of interest on the Notes*).

Regulation S has the meaning ascribed to such term in the Securities Act.

Reporting Entity means the Issuer or any other eligible person acting as reporting entity pursuant to article 7(2) of the EU Securitisation Regulation from time to time under the Securitisation as notified by the Issuer to the investors in the Notes.

Replacement Swap Premium means an amount received by the Issuer from a replacement Swap Counterparty upon entry by the Issuer into an agreement with such replacement Swap Counterparty to replace the outgoing Swap Counterparty, which shall be applied by the Issuer in accordance with the Agency and Accounts Agreement.

Representative of the Noteholders means Banca Finint or any other person acting as representative of the Noteholders from time to time under the Securitisation.

Retention Amount means (i) in respect of the Issue Date and each Payment Date (other than the last Payment Date), an amount equal to Euro 40,000; or (ii) on the last Payment Date, the amount to be determined by the Corporate Servicer as necessary to pay any known Expenses not yet paid and any Expenses falling due after such Payment Date.

Risk Retention U.S. Persons means "U.S. persons" as defined in the U.S. Risk Retention Rules.

Rules of the Organisation of the Noteholders or **Rules** means the rules of the Organisation of Noteholders attached as schedule 1 to the Conditions.

Salary Assignment means the assignment of the fifth of the salary and/or pension carried out, pursuant to and for the purposes of the relevant Loan Agreement, by a Debtor in favor of Fides in accordance with the provisions of Decree 180/1950.

Securities Account means the account named as such that may be opened (as directed by the Servicer) in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Securities Act means the U.S. Securities Act of 1933, as amended and/or supplemented from time to time.

Securitisation means the securitisation of the Receivables made by the Issuer pursuant to the Securitisation Law through the issuance of the Notes.

Securitisation Assets means the Portfolio, the Collections, the Eligible Investments and any other rights arising in favour of the Issuer under the Transaction Documents and, more generally, in respect of the Securitisation.

Securitisation Law means Italian Law no. 130 of 30 April 1999, as amended and/or supplemented from time to time.

Securitisation Repository means 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.

Senior Noteholders means the Class A Noteholders.

Senior Notes means the Class A Notes.

Senior Notes Subscription Agreement means the subscription agreement relating to the Senior Notes entered into on or about the Issue Date between the Issuer, the Representative of the Noteholders, the Arranger, the Senior Notes Subscriber and the Originator, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Servicer means Fides or any other entity acting as servicer from time to time under the Securitisation.

Servicer's Report means the report named as such to be prepared and delivered by the Servicer pursuant to the Servicing Agreement.

Servicer's Report Date means the 7th (seventh) Business Day following each Collection End Date, provided that the first Servicer's Report Date will fall on 11 January 2023.

Servicer Termination Event means any of the events listed under clause 9.1 of the Servicing Agreement.

Servicer Termination Notice means any notice sent following the occurrence of a Servicer Termination Event pursuant to clause 9.2 of the Servicing Agreement.

Servicing Agreement means the servicing agreement entered into on 13 October 2022 between the Issuer and the Servicer, as from time to time further modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Solvency II means Directive 2009/138/EC, as amended and/or supplemented from time to time-

Specified Event means, with respect to the rights of the Issuer under a Transaction Document, the combination of:

(a) the Issuer's failure to exercise or enforce any of the rights, entitlements or remedies, to exercise any authorities or powers, to give any direction or make any determination which may be available to the Issuer under such Transaction Document; and

(b) the expiry of 15 (fifteen) Business Days after the date on which the Representative of the Noteholders shall have given notice to the Issuer requiring the Issuer to exercise or enforce any such rights, entitlements or remedies, to exercise any such authorities or powers, to give any such direction or to make any such determination.

SR Investor Report means the report setting out certain information with respect to the Portfolio and the Notes (including the information referred to in point (e), items (i), (ii) and (iii), of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and of the UK Securitisation Regulation), to be prepared and delivered by the Calculation Agent in accordance with the Agency and Accounts Agreement.

SR Report Date means (i) prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the date falling no later than one month after each Payment Date, provided that the first SR Report Date will fall in January 2023, or (ii) following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the date falling no later than one month after each quarterly date designated as Payment Date by the Representative of the Noteholders.

Stichting Corporate Services Agreement means the stichting corporate services agreement entered into on or about the Issue Date between the Issuer, the Quotaholder and the Stichting Corporate Services Provider, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Stichting Corporate Services Provider means Wilmington Trust or any other entity acting as stichting corporate services provider from time to time under the Securitisation.

STS means simple, transparent and standardised within the meaning of article 18 of the EU Securitisation Regulation.

STS Assessments means, collectively, the STS Verification and the CRR Assessment.

STS Notification means the notification to be sent by the Originator on or about the Issue Date in respect of the Securitisation for the inclusion in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation.

STS-securitisation means a simple, transparent and standardised securitisation established and structured in accordance with the requirements of the EU Securitisation Regulation.

STS Verification means the assessment of the compliance of the Notes with the requirements of articles 19 to 22 of the EU Securitisation Regulation carried out by PCS.

Subordinated Swap Amounts means any termination amount payable by the Issuer to the Swap Counterparty under the Swap Agreement as a result of either (i) an Event of Default (as defined in the Swap Agreement) where the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement); or (ii) an Additional Termination Event (as defined in the Swap Agreement) which occurs as a result of the failure of the Swap Counterparty to comply with the requirements of a rating downgrade provision set out under the Swap Agreement.

Subscription Agreements means, collectively, the Senior Notes Subscription Agreement and the Junior Notes Subscription Agreement.

Substitute Servicer means any substitute servicer appointed by the Issuer in accordance with the provisions of the Servicing Agreement.

Swap Agreement means the swap agreement entered into on or about the Issue Date between the Issuer and the Swap Counterparty in the form of an International Swaps and Derivatives Association 1992 Master Agreement (Multicurrency - Cross Border), together with the relevant Schedule, Credit Support Annex and confirmations thereunder, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Swap Cash Collateral Account means the Euro denominated account with IBAN IT 87 I 03479 01600 000802589305, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Swap Collateral means an amount equal to the value of the collateral (or the applicable part of any collateral) provided by the Swap Counterparty to the Issuer in respect of the Swap Counterparty's obligations to transfer collateral to the Issuer under the Swap Agreement, which, for the avoidance of doubt, shall include any amount of interest credited to the Swap Cash Collateral Account.

Swap Collateral Accounts means the Swap Cash Collateral Account and the Swap Securities Collateral Account (if any).

Swap Counterparty means BNP Paribas or any other eligible entity acting as swap counterparty from time to time under the Securitisation.

Swap Counterparty Entrenched Rights means any of the following matters:

(a) any amendment to any Priority of Payments;

(b) the approval of any proposed Alternative Base Rate determined by the Rate Determination Agent on the basis of Condition 5(d)(iv)(C);

(c) any any Resolution by the Noteholders and/or amendment to any Transaction Document if such amendment(s) would have the effect (i) to change the timing of the payments to the Swap Counterparty, or (ii) that the Swap Counterparty would be reasonably required to pay more or receive less than would otherwise have been the case immediately prior to such amendment or otherwise negatively impact the position of the Swap Counterparty;

(d) any amendment to paragraph 27(d) (*Swap Counterparty Entrenched Rights*) of the Rules of the Organisation of the Noteholders; or

(e) any amendment to this definition.

Swap Securities Collateral Account means the account named as such that may be opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Swap Tax Credit means any credit, allowance, set-off or repayment received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Swap Counterparty to the Issuer, the amounts of which shall be applied by the Issuer in accordance with the Agency and Accounts Agreement.

Target Amortisation Amount means, in respect of any Payment Date, an amount calculated in accordance with the following formula:

A + J – CP

Where:

A = the Principal Amount Outstanding of the Class A Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class A Notes upon issue);

J = the Principal Amount Outstanding of the Class J Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class J Notes upon issue); and

CP = the Collateral Portfolio Outstanding Principal on the last day of the immediately preceding Collection Period.

Tax means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or any political sub-division thereof or any authority thereof or therein.

Tax or Illegality Event has the meaning ascribed to such term in Condition 6(d) (*Early redemption for Tax or Illegality Event*).

Technical Standards means:

(a) the regulatory and implementing technical standards issued by EBA or ESMA, as the case may be, pursuant to the EU Securitisation Regulation;

(b) in relation to risk retention requirements, the transitional regulatory technical standards applicable pursuant to article 43 of the EU Securitisation Regulation prior to the entry into force of the relevant regulatory technical standards referred to in paragraph (a) above;

(c) the regulatory or implementing technical standards referred to in paragraphs (a) and (b) above as they forms part of domestic law by virtue of the EUWA, including any relevant legislation, instruments, rules, policy statements, guidance, transitional relief or other implementing measures of the FCA, the Bank of England, the PRA, the pensions regulator or other relevant UK regulator (or their successor) in relation thereto.

Termination Event means any of the events listed under clause 13.2(a) of the Agency and Accounts Agreement.

Transaction Documents means the Transfer Agreement, the Servicing Agreement, the Warranty and Indemnity Agreement, the Corporate Services Agreement, the Intercreditor Agreement, the Agency and Accounts Agreement, the Quotaholder's Agreement, the Stichting Corporate Services Agreement, the Subscription Agreements, the Swap Agreement, the Deed of Charge and any other agreement, deed or documents which may be entered into by the Issuer under the Securitisation from time to time.

Transaction Party means any party to the Transaction Documents (other than the Issuer).

Transfer Agreement means the transfer agreement entered into on 13 October 2022 between the Originator and the Issuer, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Transfer Date means, in relation to the Portfolio, the date from which the transfer thereof has legal effects, being 13 October 2022.

Trigger Event has the meaning ascribed to such term in Condition 9(a) (*Trigger Events*).

Trigger Notice means the notice described in Condition 9(b) (*Delivery of a Trigger Notice*).

UK means the United Kingdom.

UK Benchmark Regulation means Regulation (EU) no. 2016/1011 as it forms part of domestic law of the UK by virtue of the EUWA.

UK CRA Regulation means Regulation (EC) no. 1060/2009 on credit rating agencies, as it forms part of domestic law of the United Kingdom by virtue of the EUWA.

UK CRR means the CRR as it forms part of retained EU law by virtue of the EUWA.

UK EMIR means EMIR as it forms part of retained EU law by virtue of the EUWA.

UK Prospectus Regulation means Regulation (EU) no. 2017/1129 as it forms part of domestic law by virtue of the EUWA.

UK Securitisation Regulation means Regulation (EU) no. 2402 of 12 December 2017 as it forms part of domestic law of the United Kingdom by virtue of the EUWA.

UK Solvency II means Solvency II as it forms part of retained EU law by virtue of the EUWA.

U.S. Risk Retention Rules means the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended.

Usury Law means Italian Law no. 108 of 7 March 1996, as from time to time amended and/or supplemented, and the relevant implementing regulations.

Valuation Date means, in relation to the Portfolio, the date from which the transfer thereof has economic effects, being 23:59 of 8 October 2022.

VAT means the Italian value added tax (*IVA*) provided for in Italian Presidential Decree no. 633 of 26 October 1972, as amended, supplemented and/or replaced from time to time, and any law or regulation supplemental thereto.

Volcker Rule means Section 619 of the Dodd-Frank Act.

Warranty and Indemnity Agreement means the warranty and indemnity agreement entered into on 13 October 2022 between the Originator and the Issuer and including any agreement or other document expressed to be supplemental thereto.

Wilmington Trust means Wilmington Trust SP Services (London) Limited, a private limited liability company incorporated under the laws of England and Wales, having its registered office at Third Floor, 1 King's Arms Yard, London EC2R 7AF, United Kingdom, enrolment with the Trade Register of the Chamber of Commerce of England and Wales under no. 02548079.

ISSUER AND REPORTING ENTITY

Coppedè SPV S.r.l.

Via V. Alfieri, 1
31015 Conegliano (TV)
Italy

ORIGINATOR AND SERVICER

Fides - Ente Commissionario per Facilitazioni Rateali ai Lavoratori - S.p.A.
Viale Regina Margherita, 279B
00198 Rome
Italy

CORPORATE SERVICER, CALCULATION AGENT, REPRESENTATIVE OF THE NOTEHOLDERS AND BACK-UP SERVICER FACILITATOR

Banca Finanziaria Internazionale S.p.A.

Via V. Alfieri, 1
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Italy

LISTING AGENT

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George's Dock, IFSC, Dublin 1
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Ireland

ACCOUNT BANK AND PAYING AGENT

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Piazza Lina Bo Bardi, 3
20124 Milan
Italy

QUOTAHOLDER

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1076AZ Amsterdam
The Netherlands

STICHTING CORPORATE SERVICES PROVIDER
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Third Floor, 1 King's Arms Yard
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United Kingdom

SWAP COUNTERPARTY

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75009 Paris
France

ARRANGER

Mediobanca - Banca di Credito Finanziario S.p.A.

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LEGAL ADVISER
to the Arranger

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LEGAL ADVISER
to Fides (in any capacity)

Chiomenti
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