

# **STS Term Verification Checklist**

**MARZIO FINANCE S.r.l.**

**Series 10-2022**



PRIME COLLATERALISED SECURITIES (PCS) EU SAS

28 November 2022

**Analyst: Daniele Vella | Contacts: ✉ [daniele.vella@pcsmarket.org](mailto:daniele.vella@pcsmarket.org) / ☎ +33 6 15 37 86 95**

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

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

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

It is important that the reader of this checklist reviews and understands the disclaimer referred to on the following page.

**28 November 2022**

## STS Disclaimer

Neither an STS Verification, nor a CRR Assessment, nor an LCR Assessment is a recommendation to buy, sell or hold securities. None are investment advice whether generally or as defined under Markets in Financial Instruments Directive (2004/39/EC) and none are a credit rating whether generally or as defined under the Credit Rating Agency Regulation (1060/2009/EC).

PCS EU and PCS UK are authorised respectively by the French *Autorité des Marchés Financiers* and by the United Kingdom Financial Conduct Authority as third-party verifying STS compliance pursuant to article 28 of Regulation (EU) 2017/2402 (the “**STS Regulation**”).

Currently, none of the activities involved in providing an CRR Assessment are endorsed or regulated by any regulatory and/or supervisory authority nor are the PCS Association or PCS EU regulated by any regulator and/or supervisory authority including the Belgian Financial Services and Markets Authority, the United Kingdom Financial Conduct Authority, the French *Autorité des Marchés Financiers* or the European Securities and Markets Authority.

By assessing the CRR status of any securities or financing, neither the PCS Association nor PCS UK nor PCS EU express any views about the creditworthiness of these securities or financings or their suitability for any existing or potential investor or as to whether there will be a ready, liquid market for these securities or financings.

Equally, by completing (either positively or negatively) any CRR status assessment of certain instruments, no statement of any kind is made as to the value or price of these instruments or the appropriateness of the interest rate they carry (if any).

In the provision of any CRR Assessment, PCS has based its decision on information provided directly and indirectly by the originator or sponsor of the relevant securitisation. Specifically, it has relied on statements made in the relevant prospectus or deal sheet, documentation and/or in certificates provided by, or on behalf of, the originator or sponsor in accordance with PCS’ published procedures for the relevant PCS verification or assessment. You should make yourself familiar with these procedures to understand fully how any PCS service is completed. These can be found at <https://pcsmarket.org/> (the “**PCS Website**”). Neither the PCS Association nor PCS UK nor PCS EU undertake their own direct verification of the underlying facts stated in the prospectus, deal sheet, documentation or certificates for the relevant instruments and the completion of any CRR Assessment is not a confirmation or implication that the information provided to it by or on behalf of the originator or sponsor is accurate or complete.

The PCS entities take reasonable measures to ensure the quality and accuracy of the information on [www.pcsmarket.org](http://www.pcsmarket.org). However, neither the PCS Association nor PCS UK nor PCS EU can be held liable in any way for the inaccuracy or incompleteness of any information that is available on or through the PCS Website. In addition, neither the PCS Association nor PCS UK nor PCS EU can in any way be held liable or responsible for the content of any website linked to the PCS Website.

To understand the meaning and limitations of any CRR Assessment you must read the [General Disclaimer](#) that appears on the PCS Website.

When entering any of the “Transaction” sections of the PCS Website, you will be asked to declare that you are allowed to do so under the legislation of your country. The circulation and distribution of information regarding securitisation instruments (including securities) that is available on the PCS Website may be restricted in certain jurisdictions. Persons receiving any information or documents with respect to or in connection with instruments (including securities) available on the PCS Website are required to inform themselves of and to observe all applicable restrictions.

## PRIME COLLATERALISED SECURITIES (PCS) – Provisional STS Verification

Individual(s) undertaking the assessment	Daniele Vella
Date of Verification	28 November 2022
<b>The transaction to be verified (the “Transaction”)</b>	<b>Marzio Finance - Series 10-2022</b>
Issuer	Marzio Finance S.r.l.
Originator	IBL - Istituto Bancario del Lavoro S.p.A. (“ <b>IBL Banca</b> ”)
Co-Arrangers	IBL Banca UniCredit Bank AG
Transaction Legal Counsel	IBL Banca in-house legal team and Jones Day
Rating Agencies	DBRS, Moody’s and Scope
Stock Exchange	Luxembourg Stock Exchange - Bourse de Luxembourg
Closing Date	28 November 2022

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

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

**Within the checklist, the relevant legislative text is set out in blue introductory boxes with specific criteria for our verification listed underneath.**

Article	Summary of Article Contents	PCS Verified	
<b>Article 20 – Simplicity</b>			
20(1)	<a href="#">True sale</a>	1	✓
20(2-4)	<a href="#">Severe clawback</a>	2	✓
20(4)	<a href="#">True sale with intermediate steps</a>	3	✓
20(5)	<a href="#">Assignment perfection</a>	4	✓
20(6)	<a href="#">Encumbrances to enforceability of true sale</a>	5	✓
20(7)	<a href="#">Eligibility criteria, active portfolio management, and exposure transferred after closing</a>	6 - 8	✓
20(8)	<a href="#">Homogeneity, enforceability, full recourse, periodic payment streams, no transferable securities</a>	9 - 14	✓
20(9)	<a href="#">No securitisation positions</a>	15	✓
20(10)	<a href="#">Origination, underwriting standards, unverified residential loans, assessment of creditworthiness, originator expertise</a>	16 - 21	✓
20(11)	<a href="#">No undue delay after selection, no exposures in default or to credit-impaired or insolvent debtors/quarantors, portion of restructured debtors, adverse credit history, higher pool risk</a>	22 - 30	✓
20(12)	<a href="#">At least one payment made</a>	31	✓
20(13)	<a href="#">No predominant dependence on the sale of asset</a>	32	✓
<b>Article 21 – Standardisation</b>			
21(1)	<a href="#">Risk retention</a>	33	✓
21(2)	<a href="#">Appropriate mitigation of interest-rate and currency risks and disclosure, no further derivatives and hedging derivatives according to common standards</a>	34 - 39	✓
21(3)	<a href="#">Referenced interest payments</a>	40	✓
21(4)	<a href="#">Requirements in the event of enforcement or delivery of acceleration notice: no cash trap, sequential amortisation, no reversal, no automatic liquidation</a>	41 - 44	✓
21(5)	<a href="#">Non-sequential priority of payments</a>	45	✓
21(6)	<a href="#">Early amortisation provisions/triggers for termination of revolving period</a>	46 - 49	✓
21(7)	<a href="#">Duties, responsibilities, and replacement of transaction parties</a>	50 - 52	✓
21(8)	<a href="#">Expertise of the servicer</a>	53 - 54	✓
21(9)	<a href="#">Remedies and actions by servicer related to delinquency and default of debtor, priorities of payments, triggers for changes, obligation to report</a>	55 - 59	✓
21(10)	<a href="#">Resolution of investor conflicts and fiduciary party responsibilities and duties</a>	60 - 61	✓
<b>Articles 22 and 7 – Transparency</b>			
22(1)	<a href="#">Historical asset data</a>	62 - 64	✓
22(2)	<a href="#">AUP/asset verification</a>	65 - 66	✓
22(3)	<a href="#">Liability cashflow model</a>	67 - 68	✓
22(4)	<a href="#">Environmental performance of asset</a>	69	✓
22(5)	<a href="#">Responsibility for article 7, information disclosure before pricing and 15 days after closing</a>	70 - 73	✓
7(1)	<a href="#">Transparency requirements: underlying loan data, documentation, priority of payments, transaction summary, STS notification, investor report, inside information, significant event report, simultaneous, without delay</a>	74 - 83	✓
7(2)	<a href="#">Transparency requirements: securitisation repository, designation of responsible entity</a>	84 - 85	✓

**Article 20.1.** The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.

1

**STS Criteria**

1. The title to the underlying exposures shall be acquired by the SSPE by means of a true sale or assignment or transfer with the same legal effect in a manner that is enforceable against the seller or any other third party.

**Verified?****YES****PCS Comments**

In this transaction, the rights, title and interests to the assets are assigned and transferred without recourse (*pro soluto*) by an Italian bank to an Italian SSPE.

See Section "COMPLIANCE WITH STS REQUIREMENTS" §(a)

<<(a) for the purpose of compliance with article 20, paragraph 1, of the Securitisation Regulation, pursuant to the Programme Receivables Purchase Agreement and the relevant Transfer Agreement, the Originator will assign and transfer without recourse (*pro soluto*) and in block (*in blocco*) to the Issuer, which will purchase, in accordance with the provisions of articles 1 and 4 of the Securitisation Law, all of its right, title and interest in and to the relevant Portfolio. (...)>>

PCS has been provided with and has reviewed the Italian law legal opinion issued by Jones Day. Confirmation of true sale i.e. enforceability of assignment, an assessment of the re-characterisation and claw-back risks are made in the Legal Opinion.

"True sale" is not a legal concept but a rating agency creation.

The essence of a "true sale" is that the property in the securitised assets has legally moved from the originator(s)/seller to the SSPE in such a way that the SSPE's ownership will be recognised as a matter of law, including and especially in the case of the insolvency of the originator(s)/seller. In a "true sale" the insolvency officer and creditors of the insolvent originator/seller are not able to satisfy the claims of the originator/seller's creditor out of the proceeds of the securitised assets. Following a "true sale" there is no legal device by which the assets can automatically revert to the originator/seller's ownership. Such automatic reversion is associated with security interests and anathema to a "true sale".

This is clearly stated in the wording of the Regulation (20.1). The expression "transfer to the same effect" indicates that, as long as the conditions in the preceding paragraph are met, the Regulation does not seek to limit the type of legal devices which can be used to effect such transfer of title.

The issue of "true sale" is separate from the issue of "clawback". "Clawback" refers to legal processes through which, in the insolvency of the seller of an asset, an insolvency officer is entitled to reverse the sale – even in cases where a "true sale" has taken place.

All European jurisdictions, to PCS' knowledge, have rules allowing for clawbacks. Clawbacks are usually rules to avoid a company heading towards insolvency from "defrauding" its existing creditors either by selling assets at very low prices (to friends and relations) or unfairly preferring certain creditors over others.

The Regulation (20.1) therefore does not require STS "true sales" to be clawback proof since this would mean that no European securitisation could ever be STS. It does require the sale not to be subject to "severe clawback". The Regulation does not define "severe clawback" but gives an example (20.2) where a clawback may occur.

The Regulation (20.3) also explicitly excludes from the definition of "severe clawback" the traditional European basis for such devices which all come under the general category of "preferences".

PCS further notes that the examples (20.2 and 20.3) refer to the insolvency law of a jurisdiction and therefore believes that clawback risk is to be assessed on a jurisdictional basis rather than on a transactional basis.

Finally, PCS does not believe and nor is there any evidence that the legislators or regulatory authorities are seeking to craft a higher standard than that which has been used for decades by the market and was the basis for the legislative text.

Based on the above considerations, PCS believes that transfers from a jurisdiction meeting the following criteria – absent any other indications – shall not fall within the definition of “severe clawback”:

- Clawback requires an unfair preference “defrauding” creditors;
- Clawback puts the burden of proof on the insolvency officer or creditors – in other words it cannot be automatic nor require the purchaser to prove their innocence.

Since “severe clawback” is a jurisdictional concept, in analysing this issue PCS will therefore first seek to determine the Originator’s jurisdiction for the purposes of insolvency law. This would be its centre of main interest (“COMI”) or its “home member state”.

The second step would be to determine whether the relevant COMI and/or “home member state” contains severe claw back provisions in its insolvency legislation.

Although the determination of a COMI can be a technically fraught analysis of international conflicts of law, PCS notes that in the vast majority of securitisations there is no real issue as the COMI is self-evident.

The Originator is incorporated in Italy and it is authorised as a bank to operate in Italy, as confirmed through a search with the Bank of Italy’s website that PCS has separately made. The shares of the Originator are held by two Italian entities, being Sant’Anna S.r.l. and Delta 6 partecipazione S.r.l. (see “Shareholders and group structure”).

See statement in §(b) of section “COMPLIANCE WITH STS REQUIREMENTS”, in particular, that <<the Originator has represented that it is a joint stock company authorized to operate as a bank and its “centre of main interests” (as that term is used in article 3(1) of the Regulation (EU) no. 848/2015 of 20 May 2015 on insolvency proceedings) is located within the territory of the Republic of Italy; therefore, the Originator would be subject to Italian insolvency laws that do not contain severe clawback provisions;>>.

Therefore, the COMI of the Originator and its home member state are the Republic of Italy, which does not contemplate severe clawback provisions in the context of securitisation transactions.

Italian insolvency law provides for clawback in relation to acts made in the suspect period, provided that also other circumstances occur, such as undue preference or transactions at an undervalue, and may require the insolvency officer to prove that case. Therefore, and as generally outlined in the Italian legal opinion and more specifically in the Prospectus, section “CATEGORY OF RISK FACTORS 4: RISK FACTORS RELATED TO THE PORTFOLIO” – “Claw-back of the sales of the Receivables”, the transfer of the Receivables is not, in our view, subject to “severe clawback”.

<p><b>Article 20.1</b> (...) The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.</p> <p><b>Article 20.2</b> For the purpose of paragraph 1, any of the following shall constitute severe clawback provisions:</p> <p>(a) provisions which allow the liquidator of the seller to invalidate the sale of the underlying exposures solely on the basis that it was concluded within a certain period before the declaration of the seller's insolvency;</p> <p>(b) provisions where the SSPE can only prevent the invalidation referred to in point (a) if it can prove that it was not aware of the insolvency of the seller at the time of sale.</p> <p><b>Article 20.3.</b> For the purpose of paragraph 1, clawback provisions in national insolvency laws that allow the liquidator or a court to invalidate the sale of underlying exposures in case of fraudulent transfers, unfair prejudice to creditors or of transfers intended to improperly favour particular creditors over others, shall not constitute severe clawback provisions.</p>		
<b>2</b>	<p><b>STS Criteria</b></p> <p>2. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.</p>	<p><b>Verified?</b></p> <p><b>YES</b></p>
	<p><b>PCS Comments</b></p>	

COMI and home member state of the Seller is Italy (see point 1 above).

The legislation of the Republic of Italy does not contemplate severe claw-back provisions in relation to the assignment made in the context of securitisation transactions.

See statements in §(a) and (b) of section “COMPLIANCE WITH STS REQUIREMENTS”.

Clawback of the sales of the Receivables does not constitute severe clawback risks because in all cases of claw back, in addition to the “suspect period”, Italian law provides that other circumstances have to be met to allow claw back. These are, as the case may be, the purchase at undervalue and the awareness of the insolvency of the seller.

See also the Section SELECTED ASPECTS OF ITALIAN LAW, sub “Claw-Back of the sale of the Receivables”, where it is stated that

*<<The sale of the Receivables by the Originator to the Issuer may be clawed back by a receiver of the Originator under article 67, paragraphs 1(4) and 2 of the Bankruptcy Law but only in the event that the Originator was insolvent when the assignment was entered into and was executed within three months of the admission of the Originator to compulsory liquidation (liquidazione coatta amministrativa) pursuant to Title IV, Heading I, Section III of the Consolidated Banking Act or in cases where paragraphs 1(1), 1(2) and 1(3) of article 67 of the Bankruptcy Law apply, within six months of the admission to compulsory liquidation.>>*

PCS notices that Italian law regulating insolvency has been recently replaced by a new insolvency code. PCS was separately advised that no severe claw back provisions have been introduced in the new legislation.

**Article 20.4.** Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.

**3** **STS Criteria**

3. Where the seller is not the original lender, the true sale or assignment or transfer with the same legal effect of the underlying exposures to the seller, whether that true sale or assignment or transfer with the same legal effect is direct or through one or more intermediate steps, shall meet the requirements set out in paragraphs 1 to 3.

**Verified?**  
**YES**

**PCS Comments**

This requirement does not apply to this transaction since the Receivables have been exclusively originated by IBL Banca as lender.

See statement in “COMPLIANCE WITH STS REQUIREMENTS”, paragraph (i)(i), that

*<<each of the Receivables will derive from duly executed Loan Agreements which have been granted by IBL Banca in its ordinary course of business>>*

**Article 20.5.** Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to effect such perfection shall, at least include the following events:

- (a) severe deterioration in the seller credit quality standing;
- (b) insolvency of the seller; and
- (c) unremedied breaches of contractual obligations by the seller, including the seller’s default.



<b>4</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>4. Where the transfer of the underlying exposures is performed by means of an assignment and perfected at a later stage than at the closing of the transaction, the triggers to effect such perfection shall, at least include the following events:</p> <p>(a) severe deterioration in the seller credit quality standing;</p> <p>(b) insolvency of the seller; and</p> <p>(c) unremedied breaches of contractual obligations by the seller, including the seller’s default.</p>	
<p><b>PCS Comments</b></p> <p>Article 20.5 does not apply as the transfer is perfected.</p> <p>See statement in “COMPLIANCE WITH STS REQUIREMENTS”, paragraph (d), that &lt;&lt;the transfer of the Receivables included in the relevant Portfolio will be 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, and (ii) the registration of the transfer in the companies’ register of Rome; therefore, the requirements of article 20(5), of the Securitisation Regulation are not applicable;&gt;&gt;.</p> <p>Criterion 4 requires two steps:</p> <ul style="list-style-type: none"> <li>- To determine whether the transfer of the assets is by means of an unperfected assignment; and</li> <li>- If it is, whether the transaction contains the requisite triggers.</li> </ul> <p>Notice of the assignment of the Portfolio for the Series 10-2022 transaction was published in the Part II of the Italian Official Gazette dated 24 November 2022, No. 137.</p> <p>See also “DESCRIPTION OF THE PROGRAMME DOCUMENTS - 1. The Programme Receivables Purchase Agreement - Compliance with STS requirements”: &lt;&lt;The transfer of the Receivables included in the relevant Portfolio will be 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, and (ii) the registration of the transfer in the companies’ register of Rome.&gt;&gt;.</p> <p>PCS has reached sufficient comfort that pursuant to Italian law, a direct individual notification to the obligors of the assignment of the Receivables to the Issuer is not necessary in order to perfect the transfer of the legal title to such Receivables from the Originator to the Issuer.</p> <p><i>Although the transfer is not notified to the borrowers, the Italian legal opinion and Prospectus (see “SELECTED ASPECTS OF ITALIAN LAW - The assignment”) confirm that such notification is not required to fully perfect the transfer of ownership in the Receivables to the SSPE. In particular, although a communication to the Borrowers is required to comply with certain Italian regulatory requirements, the failure to provide it would not affect the validity and effectiveness between the Originator and the Issuer of the transfers of any Receivable under the Transfer Agreement, nor their enforceability against any third party.</i></p> <p><i>Accordingly, this transaction does not operate by way of an unperfected assignment and no specific triggers are required.</i></p>		

**Article 20.6.** The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.

<b>5</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>

5. The seller shall provide representations and warranties that, to the best of its knowledge, the underlying exposures included in the securitisation are not encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale or assignment or transfer with the same legal effect.

#### **PCS Comments**

See §(b) under “DESCRIPTION OF THE PROGRAMME DOCUMENTS - 3. The Programme Warranty and Indemnity Agreement - Compliance with STS requirements”:

*<<(b) with respect to article 20, paragraph 6 of the Securitisation Regulation, under the Programme Warranty and Indemnity Agreement the Originator has represented and warranted that, as at the relevant Valuation Date and as at the relevant Transfer Date, each Portfolio will not be, encumbered or otherwise in a condition that can be foreseen to adversely affect the enforceability of the true sale to the Issuer;>>*

See in particular the R&Ws contained in Annex 1 of the W&I Agreement, Section 2.1 (*Esistenza, validità e titolarità dei Crediti*).

**Article 20.7.** The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.

6

#### **STS Criteria**

6. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria....

**Verified?****YES**

#### **PCS Comments**

In the section “THE PORTFOLIOS”, it is stated:

*<<The Receivables comprised in each Portfolio will be selected on the basis of (i) certain common objective criteria listed in Annex 1 to the Programme Receivables Purchase Agreement (the “Common Criteria”) which shall apply to any Portfolio. Pursuant to the Programme Receivables Purchase Agreement, further objective criteria (the “Specific Criteria” and, together with the Common Criteria, the “Criteria”) may be agreed between the Issuer and the Originator from time to time to supplement the Common Criteria in the selection of any Portfolio.>>*

The list of eligibility criteria is set out in “THE PORTFOLIOS – The Criteria”.

The EBA Guidelines clarify that “clear” does not mean easily readable or comprehended by a non-expert. In the Regulation a criterion is “clear” when a court or tribunal could determine whether, presumably in all cases, the criterion is met for each asset. In the Regulation, “clear” is about certainty of determination.

PCS has read the eligibility criteria in the Prospectus, in the Programme Receivables Purchase Agreement and in the specific bill of sale (Atto di Cessione) for the Series 10 2022 transaction.

As they are mandatory, they meet the “predetermined” requirement.

As they are in the Prospectus and in the Programme Receivables Purchase Agreement, they meet the “documented” requirement.

PCS has also concluded that they allow determination in each case, and so meet the “clear” requirement.

7	<p><b>STS Criteria</b></p> <p>7. Which do not allow for active portfolio management of those exposures on a discretionary basis. For the purpose of this paragraph, substitution of exposures that are in breach of representations and warranties shall not be considered active portfolio management.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See paragraph (f) of Section “COMPLIANCE WITH STS REQUIREMENTS”, where it is stated that:</p> <p><i>&lt;&lt;(f) for the purpose of compliance with article 20, paragraph 7 of the Securitisation Regulation, (a) each Portfolio transferred to the Issuer has to meet the Common Criteria and the Specific Criteria; (b) none of the Transaction Documents will provide for (i) the management of the relevant Portfolio in such a way which makes the performance of each Transaction dependent on the discretionary management of such Portfolio by the Servicer; or (ii) the management of the portfolio in such a way which is conducted for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit (...)&gt;&gt;.</i></p> <p>Pursuant to clause 14 (RIACQUISTO) of the Programme Receivables Purchase Agreement (Contratto di Cessione del Programma), the Originator has the option of repurchasing single Receivables from the Issuer. Such repurchases will occur for the purpose of maintaining good relationships with its clients and therefore to allow the Originator to renegotiate the relevant Loan Agreements and/or to avoid unequal treatment between securitised and not securitised Debtors. In addition to this, repurchases can be made in cases of breach of R&amp;Ws, by the Originator, disputes in relation to the relevant Receivable and to sort out such dispute, or in case of defaulted loans, to facilitate the recovery with respect to those loans.</p> <p>Pursuant to Clause 16 (CESSIONI DEI CREDITI DA PARTE DELL'ACQUIRENTE A ULTERIORI SPV) of the said Programme Receivables Purchase Agreement, the SPV is allowed to sell the Portfolio related to a single Series, to other SPVs or authorised entities, for the sole purpose of unwinding the transaction. It is PCS' view that this cannot be factored as an active management activity.</p> <p>As for the repurchase of defaulted receivables, we note that, under clause 14.1.2(a) of the Programme Receivables Purchase Agreement, such repurchases shall be made at market price, to be agreed between the Originator and the Issuer from time to time (in consultation with the Representative of the Noteholders), or in case there's no agreement, as determined by an independent third party.</p> <p>Indeed, the EBA Guidelines set out seven devices to repurchase securitised assets which are not to be considered indicative of “active portfolio management”. To the extent that a transaction only contains some or all of those seven devices and does not provide any other form of repurchase, then the STS criterion is deemed met.</p> <p>If a transaction should contain a repurchase device that is not included in the EBA's list, then an analysis will need to be conducted as to whether this additional device offends against the principles set out in the EBA Guidelines (15.a and b) as defining “active portfolio management”.</p> <p>PCS has reviewed all the repurchase devices set out in the Prospectus and these are acceptable within the context of the EBA final guidelines and its principles.</p>	
8	<p><b>STS Criteria</b></p> <p>8. Exposures transferred to the SSPE after the closing of the transaction shall meet the eligibility criteria applied to the initial underlying exposures.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>This transaction is not revolving. This requirement is therefore not applicable.</p> <p>The Receivables of this Series are selected on the basis of the Common Criteria and the Specific Criteria that are set out in the Transfer Agreement, under the Programme Receivables Purchase Agreement (see also “THE PORTFOLIOS – The Criteria”).</p>	

See also the definition of "Criteria", being: <<the criteria set out in annex 1 and annex 2 to the Programme Receivable Purchase Agreement, on the basis of which the Receivables which will be transferred under the Programme from time to time by the Originator will be identified in pool (*in blocco*) pursuant to articles 1 and 4 of the Securitisation Law.>>.

**Article 20.8.** The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type. The underlying exposures shall contain obligations that are contractually binding and enforceable, with full recourse to debtors and, where applicable, guarantors.

9

**STS Criteria**

9. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type.

**Verified?**  
**YES**

**PCS Comments**

See section headed "DESCRIPTION OF THE PROGRAMME DOCUMENTS - 3. The Programme Warranty and Indemnity Agreement - Compliance with STS Requirements", where it is stated that:

<<(c) for the purpose of compliance with article 20, paragraph 8 of the Securitisation Regulation, pursuant to the Programme Warranty and Indemnity Agreement the Originator has represented and warranted that, as at the relevant Valuation Date and as at the relevant Transfer Date, the Receivables comprised in each Portfolio will be homogeneous in terms of asset type taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit-risk and prepayment characteristics, given that: (a) all Receivables will be originated by IBL Banca, in the Originator's ordinary course of business, based on similar loan disbursement policies which apply similar approaches to the assessment of credit risk associated with the underlying exposures; (b) all Receivables will be, serviced by IBL Banca according to the same servicing procedures; (c) all Receivables will fall within the same asset category of the regulatory technical standards named "credit facilities to individuals for personal, family or household consumption purposes"; and (d) the Common Criteria provide for, inter alia, geographic concentration in Italy. All Debtors, in fact, are and will be resident in Italy. In addition, under the Programme Warranty and Indemnity Agreement the Originator has represented and warranted that (i) each of the Receivables derives from duly executed Loan Agreements; (ii) each Loan Agreement and each other agreement, deed or document relating thereto is valid and constitutes binding and enforceable obligations, with full recourse to the Debtors; and (iii) as at the relevant Valuation Date and as at the relevant Transfer Date, each Portfolio does not and will not, as the case may be, comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU. Finally, pursuant to the Common Criteria set out in the Programme Receivables Purchase Agreement, the Loans will be repayable in instalments pursuant to the relevant amortising plan (...)>>.

Further, PCS Notices that although no specific homogeneity factor as to jurisdiction is required to be met by EBA Guidelines for the asset class of consumer loans, in the Programme Warranty and Indemnity Agreement it is stated that <<All Debtors, in fact, are and will be resident in Italy>>.

The definition of "homogeneity" in the Regulation is to be the subject of a Regulatory Technical Standard ("**RTS**"). Being set out in an RTS, rather than a guideline or recommendation issued by the EBA, the definition of "homogeneity" is legally binding on all regulatory authorities. Such RTS has been formally adopted by the European Commission on 28 May 2019, and published on the EU Official Gazette on 6 November 2019.

In interpreting the expression, PCS has based itself on the text of the Regulation, its knowledge of the intent of the legislators – including, crucially, the legislators belief that the STS Regulation was justified by the excellent performance of most "plain vanilla" European securitisations and the draft RTS adopted by the European Commission.

	<p>Based on the above, it seems clear to PCS that the Regulation would not seek to exclude from the STS category securitisations that have performed extremely well and are universally considered “homogenous” by market participants. This does not exonerate any transaction from being analysed against this criterion but does set the background for such analysis.</p> <p>Turning, for guidance, to the draft RTS adopted by the European Commission, in principle, four elements require examination: (a) “similar underwriting standards”, (b) “similar servicing standards”, (c) same asset class and (d) relevant risk factors. Trade receivables are though considered sufficiently homogeneous and do not need to meet also a specific homogeneity factor. For instance, the factor of “exposures to obligors with residence in the same jurisdiction” is not applicable to trade receivables and therefore would not apply in this transaction.</p> <p>Following the guiding principles of the EBA, we note that “similar underwriting standards” must mean something like the same type of underwriting approach, looking at the same types of data points to calculate the same type of credit risk. It cannot mean “exactly the same underwriting criteria”, since this would make it impossible for any securitisation ever to have a “homogenous” pool.</p> <p>In the Transaction, the loans were underwritten on a similar basis, they are being serviced by IBL Banca according to similar servicing procedures, they are a single asset class – consumer loans – and the loans are all originated in the same jurisdiction.</p> <p>PCS also takes great comfort from the fact that transactions containing pools with similar characteristics have always been considered to be “homogenous” by a wide consensus of market participants.</p>	
10	<p><b>STS Criteria</b></p> <p>10. The underlying exposures shall contain obligations that are contractually binding and enforceable.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See §(g) in the section headed “COMPLIANCE WITH STS REQUIREMENTS”, which includes the following statement:</p> <p>&lt;&lt;(…) In addition, under the Programme Warranty and Indemnity Agreement the Originator has represented and warranted that (i) each of the Receivables derives from duly executed Loan Agreements; (ii) each Loan Agreement and each other agreement, deed or document relating thereto is valid and constitutes binding and enforceable obligations, with full recourse to the Debtors; (…)&gt;&gt;.</p> <p>See specifically the R&amp;W contained in the Programme Warranty and Indemnity Agreement (consolidated version), Schedule 1, section 2.1(a)(Esistenza, validità e titolarità dei Crediti): &lt;&lt;(a) esistenza e validità dei Crediti: i Crediti inclusi nel relativo Portafoglio ceduto con riferimento alla singola Operazione sono esistenti e costituiscono obbligazioni valide, legittime e vincolanti dei Debitori e, con riferimento a ciascuna Cessione del Quinto e a ciascuna Delegazione di Pagamento, dei Datori di Lavoro/Enti Pensionistici e, con riferimento alle Polizze Assicurative, delle Compagnie Assicurative (salva l'applicazione della Legge Fallimentare o di leggi similari generalmente influenti sui diritti dei creditori);&gt;&gt;.</p>	
11	<p><b>STS Criteria</b></p> <p>11. With full recourse to debtors and, where applicable, guarantors.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See the R&amp;W quoted in comments to point 10 above, and particularly the reference to &lt;&lt;full recourse to the Debtors&gt;&gt;.</p>	

See also the R&W in 2.3 (*Portafoglio e cessione dei Crediti*) §(d)(*omogeneità delle esposizioni*) of the Programme Warranty and Indemnity Agreement (consolidated version), specifying that <<*ciascun Credito comporterà obbligazioni vincolanti per contratto e opponibili con pieno diritto di rivalsa nei confronti dei relativi debitori e, se del caso, dei relativi garanti*>>.

See also the definition of Debtors being

<<*any individual person who entered into a Loan Agreement as principal debtor or guarantor or who is obliged for the payment or repayment of amounts due in respect of a Loan or who has assumed the Debtor's obligation under an accollo, or otherwise and which will qualify as obligor pursuant to Commission Delegated Regulation (UE) 980/2019.*>>.

**Article 20.8.** The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts, relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.

<b>12</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.</p> <p><b>PCS Comments</b></p> <p>See §(11) of the Common Criteria, requiring that all the Receivables arising from Loan Agreements &lt;&lt;11) provide for an amortisation plan characterized by monthly Instalments of fixed amount and having a fixed interest rate;&gt;&gt;.</p> <p>See also the definitions of</p> <ul style="list-style-type: none"> <li>• Receivables</li> <li>• Collateral Security</li> <li>• Salary Assignment (CDQ)</li> <li>• CDQ Loan</li> <li>• Payment Delegation (DP)</li> <li>• DP Loan</li> </ul>	
<b>13</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>13. Relating to rental, principal, or interest payments, or to any other right to receive income from assets supporting such payments. The underlying exposures may also generate proceeds from the sale of any financed or leased assets.</p> <p><b>PCS Comments</b></p> <p>See point 12 above and the definitions mentioned thereunder for details on the nature of the transferred assets, ancillary amounts, collateral security and other rights to receive income.</p>	

See also the statement in “DESCRIPTION OF THE PROGRAMME DOCUMENTS - 1. The Programme Receivables Purchase Agreement - Compliance with STS requirements” where it is stated that:

*<<For the purpose of compliance with article 20, paragraph 8 of the Securitisation Regulation, pursuant to the Common Criteria set out in the Programme Receivables Purchase Agreement, the Loans will be repayable in instalments pursuant to the relevant amortising plan.>>.*

**Article 20.8.** The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.

<b>14</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	<p>14. The underlying exposures shall not include transferable securities, as defined in Article 4(1), point 44 of Directive 2014/65/EU of the European Parliament and of the Council other than corporate bonds, provided that they are not listed on a trading venue.</p> <p><b>PCS Comments</b></p> <p>See the Common Criteria, set out in Section “THE PORTFOLIOS”.</p> <p>See also the specific statement in §(g) of “COMPLIANCE WITH STS REQUIREMENTS”</p> <p><i>&lt;&lt;(…) (iii) as at the relevant Valuation Date and as at the relevant Transfer Date, each Portfolio does not and will not, as the case may be, comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU. (…)&gt;&gt;.</i></p> <p>The above representation is also contained in section 2.3 (<i>Portafoglio e cessione dei Crediti</i>) §(d)(<i>omogeneità delle esposizioni</i>) of the Programme Warranty and Indemnity Agreement (consolidated version):</p> <p><i>&lt;&lt;Nessun Portafoglio comprenderà, inoltre, valori mobiliari ai sensi dell’articolo 4, paragrafo 1, punto 44), della Direttiva 2014/65/UE.&gt;&gt;.</i></p>	

**Article 20.9.** The underlying exposures shall not include any securitisation position.

<b>15</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	<p>15. The underlying exposures shall not include any securitisation position.</p> <p><b>PCS Comments</b></p> <p>See the Common Criteria, set out in Section “THE PORTFOLIOS”.</p> <p>See also the specific statement in §(h) of “COMPLIANCE WITH STS REQUIREMENTS”: <i>&lt;&lt;(…) under the Programme Warranty and Indemnity Agreement the Originator has represented and warranted that as at the relevant Valuation Date and as at the relevant Transfer Date, each Portfolio will not comprise any securitisation positions&gt;&gt;.</i></p>	

The above representation is contained in section 2.3 (Portafoglio e cessione dei Crediti) §(e)(assenza di posizioni verso la cartolarizzazione) of the Programme Warranty and Indemnity Agreement (consolidated version): <<assenza di posizioni verso la cartolarizzazione: ciascun Portafoglio, alla relativa Data di Valutazione e alla relativa Data di Cessione, non comprende posizioni verso cartolarizzazioni.>>.

**Article 20.10.** The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.

16	<b>STS Criteria</b>	Verified? YES
	16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.	
	<b>PCS Comments</b>	
	See section headed "COMPLIANCE WITH STS REQUIREMENTS":  <<(i) each of the Receivables will derive from duly executed Loan Agreements which have been granted by IBL Banca in its ordinary course of business>>.  See also §(2) of "Common Criteria: <<2) have been granted only by IBL Banca as lender;>>.	
17	<b>STS Criteria</b>	Verified? YES
	17. Pursuant to underwriting standards that are no less stringent than those that the originator or original lender applied at the time of origination to similar exposures that are not securitised.	
	<b>PCS Comments</b>	
	See the statement in "DESCRIPTION OF THE PROGRAMME DOCUMENTS - 3. The Programme Warranty and Indemnity Agreement - Compliance with STS requirements" where it is confirmed that:  <<(e) for the purpose of compliance with article 20 paragraph 10, of the Securitisation Regulation, the Originator has represented and warranted that (i) each of the Receivables will derive from duly executed Loan Agreements which have been granted by IBL Banca in its ordinary course of business, in compliance with underwriting standards that are no less stringent than those that the Originator applied, or will apply, as the case may be, at the time of the origination to similar exposures that are not securitised (ii) IBL Banca has assessed and will assess the Debtors' creditworthiness in compliance with the requirements set out in article 8 of Directive 2008/48/EC; and (iii) IBL Banca has expertise in originating exposures of a same nature to those assigned under the Securitisation for at least 5 years.>>.  See Programme Warranty and Indemnity Agreement (consolidated version), Schedule 1, §3.1(t) (erogazione dei Mutui).  The same general statement above is confirmed also in §(i) of the Section "COMPLIANCE WITH STS REQUIREMENTS".	

**Article 20.10.** The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.

18	<b>STS Criteria</b>	Verified?
----	---------------------	-----------



	<p>18. The underwriting standards pursuant to which the underlying exposures are originated and any material changes from prior underwriting standards shall be fully disclosed to potential investors without undue delay.</p>	<p><b>YES</b></p>
<p><b>PCS Comments</b></p> <p>See the statement in "DESCRIPTION OF THE PROGRAMME DOCUMENTS - 2. The Programme Servicing Agreement - Compliance with STS requirements" where it is confirmed that:</p> <p>&lt;&lt;For the purpose of compliance with article 20, paragraph 10 of the Securitisation Regulation, under the Programme Servicing Agreement, IBL Banca has undertaken to fully disclose to potential investors in the Notes, any material changes occurring in the Credit and Collection Policies applicable from time to time in respect of the Receivables, pursuant to article 20(10) of the Securitisation Regulation and the EBA Guidelines on STS Criteria;&gt;&gt;.</p> <p>The mentioned provision is contained in clause 5.2.4 of the Programme Servicing Agreement and Clause 3.2 of the Series 10 Intercreditor Agreement.</p> <p>See also last paragraph of §(i) of the Section "COMPLIANCE WITH STS REQUIREMENTS":</p> <p>&lt;&lt;(i) (...) In addition, under the Programme Servicing Agreement and the Programme Intercreditor Agreement, IBL Banca has undertaken to fully disclose to potential investors in the Notes, any material changes occurring in the Credit and Collection Policies applicable from time to time in respect of the Receivables, pursuant to article 20(10) of the Securitisation Regulation and the EBA Guidelines on STS Criteria (...)&gt;&gt;.</p>		

<p><b>Article 20.10.</b> In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.</p>		
<p>19</p>	<p><b>STS Criteria</b></p> <p>19. In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.</p>	<p><b>Verified?</b> <b>YES</b></p>
<p><b>PCS Comments</b></p> <p>This requirement applies only to residential loans and not to personal /consumer loans.</p>		

<p><b>Article 20.10.</b> The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.</p>		
<p>20</p>	<p><b>STS Criteria</b></p> <p>20. The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.</p>	<p><b>Verified?</b> <b>YES</b></p>
<p><b>PCS Comments</b></p>		

See the statement included in §(e) of "DESCRIPTION OF THE PROGRAMME DOCUMENTS - 3. The Programme Warranty and Indemnity Agreement - Compliance with STS requirements".

<<(e) (...) (ii) IBL Banca has assessed and will assess the Debtors' creditworthiness in compliance with the requirements set out in article 8 of Directive 2008/48/EC; (...)>>.

**Article 20.10.** The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.

21	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>21. The originator or original lender shall have expertise in originating exposures of a similar nature to those securitised.</p> <p><b>PCS Comments</b></p> <p>IBL Banca is a bank, authorised as such in Italy since 2004. See "Company history" in the Section "THE ORIGINATOR, THE SERVICER, THE CALCULATION AGENT, THE COLLECTION ACCOUNT BANK, THE CASH MANAGER, THE PROGRAMME ADMINISTRATOR AND THE CORPORATE SERVICER", where it is confirmed that the business of IBL has included originating exposures similar to those securitised for more than 80 years, and this clearly meets the requirement set out in §35(a) of the EBA Guidelines.</p> <p>See also paragraph of §(i)(ii) of the Section "COMPLIANCE WITH STS REQUIREMENTS":</p> <p>&lt;&lt;(ii) IBL Banca has expertise in originating exposures of CQS of the same nature to those which will be assigned under each Transaction for at least 5 years;&gt;&gt;.</p> <p>Regardless the statement above refers only to CQS products (consumer loans, backed by salary assignment), IBL confirmed to PCS that IBL has the required expertise on the whole set of consumer loan products included in the transaction, including payment delegations.</p>	

**Article 20.11.** The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...

22	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...</p> <p><b>PCS Comments</b></p> <p>PCS' view is that any period of up to three and a half months or less between pool cut date and closing will meet the requirements of the criterion. This is in line with market standards.</p> <p>See the Final Terms of the Series 10-2022 Transaction: the relevant Valuation Date is 31 October 2022 and the relevant Transfer Date is 18 November 2022. This clearly meets the requirement.</p>	
23	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
<p>23. And shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013...</p>		

**PCS Comments**

See the section headed "COMPLIANCE WITH STS REQUIREMENTS", sub §(j) in which it is stated:

<<(j) in compliance with article 20, paragraph 11 of the Securitisation Regulation, under the Programme Receivables Purchase Agreement and the Programme Warranty and Indemnity Agreement, the Originator has represented and warranted that, as at the relevant Valuation Date and as at the relevant Transfer Date, each Portfolio will not include Receivables qualified as exposures in default within the meaning of article 178, paragraph 1, of Regulation (EU) no. 575/2013 (...)>>.

See also §12 and §13 of the Common Criteria, requiring that the Receivables:

<<12) do not have more than 2 (two) Unpaid Instalments;>>

<<13) have not been classified as "sofferenze" (Defaulted Receivable), "inadempienze probabili" or "esposizioni scadute e/o sconfinanti deteriorate" pursuant to Circular No. 272 dated 30 July 2008, as amended and supplemented from time to time (Matrice dei Conti) and article 178 of Regulation (EU) No. 575/2013 dated 26 June 2013, as amended and supplemented from time to time;>>.

**Article 20.11.** The underlying exposures shall be transferred to the SSPE after selection without undue delay and shall not include, at the time of selection, exposures in default within the meaning of Article 178(1) of Regulation (EU) No 575/2013 or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:

(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:

(i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and

(ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;

(b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender; or

(c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.

24

**STS Criteria**

24. Or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:

**Verified?****YES****PCS Comments**

See the section headed "COMPLIANCE WITH STS REQUIREMENTS", sub §(j) in which it is stated:

<<(j) in compliance with article 20, paragraph 11 of the Securitisation Regulation, under the Programme Receivables Purchase Agreement and the Programme Warranty and Indemnity Agreement, the Originator has represented and warranted that, as at the relevant Valuation Date and as at the relevant Transfer Date, each Portfolio will not include Receivables qualified

*as exposures in default within the meaning of article 178, paragraph 1, of Regulation (EU) no. 575/2013 or as exposures to a credit-impaired debtor or guarantor, who, to the best of IBL Banca's knowledge (i) has been declared insolvent or has had a court grant his/her creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the relevant date of origination or will have undergone, as the case may be, a debt-restructuring process with regard to his/her non-performing exposures within three years prior to the date of the relevant Valuation Date; (ii) was at the time of origination, where applicable, on a public credit registry of persons with adverse credit history; or (iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than the ones of comparable exposures held by IBL Banca which will not be assigned under the relevant Transaction (...)>>.*

The note below applies to points from 24 to 30.

*Although the text of the STS Regulation is quite vague, the EBA guidelines on defining "credit impaired" debtors are very helpful.*

*For PCS, the key points of the EBA guidelines on this issue are:*

*a. Firstly, that the three listed conditions of credit impaired status (set out in article 20.11 (a) to (c) of the Regulation) amount to a full definition of what it means to be "credit impaired". So that it is not necessary to reflect at what the term "credit impaired" could mean above and beyond those three items.*

*b. Secondly, in relation to entries in a credit registry, the EBA is very clear that the criterion should not be interpreted as excluding debtors with any entry on a credit registry. Providing further guidance, the example given in the EBA Guidelines of a credit registry entry that would not be indicative of a "credit impaired" debtor is the example of a failure to pay that can "reasonably be ignored" for the purposes of credit assessment.*

*Therefore, the criterion, to be met, does not require the elimination from the pool of all debtors with any negative entry in a credit registry but only those whose entries it would not be reasonable to ignore for the purposes of credit assessments.*

*Absent any further clarification from the EBA or a national competent authority regarding what it is reasonable to ignore, a judgement would still be necessary in cases where the originator does include in the pool some debtors with some negative entries in a credit registry.*

*In making this judgement, PCS takes comfort from the intent of the legislators – including, crucially, the legislators' belief that the STS Regulation was justified by the excellent performance of most "plain vanilla" European securitisation. It is clear to PCS that the "credit impaired" prohibition is driven by the desire of legislators to exclude from the STS category deals generally coming under the definition of "sub-prime". Therefore, it is unreasonable to refuse STS status to a transaction considered by universal consensus to be a "prime/plain vanilla" transaction with no "sub-prime" aspects. Indeed, this approach seems to be the rationale behind the EBA Guidelines on this matter.*

*c. Thirdly, the EBA Guidelines on guaranteed obligations make it clear that the criterion is met so long as either the debtor or the guarantor are not "credit impaired".*

**Based on the representation quoted above, PCS reached sufficient evidence that this requirement is satisfied.**

25

**STS Criteria**

25.(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.

**Verified?**  
**YES**

**PCS Comments**

See the section headed "COMPLIANCE WITH STS REQUIREMENTS", sub §(j), as quoted in point 24 above.

26

**STS Criteria**

**Verified?**

	26. Or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:	<b>YES</b>
	<b>PCS Comments</b> See the section headed "COMPLIANCE WITH STS REQUIREMENTS", sub §(j), as quoted in point 24 above.	
<b>27</b>	<b>STS Criteria</b> 27. (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See the section headed "COMPLIANCE WITH STS REQUIREMENTS", sub §(j), as quoted in point 24 above.  PCS notes that the statement of absence of exposures to a credit-impaired debtor or guarantor, that have undergone a debt-restructuring process in the latest three years prior to the assignment to the SPV is not qualified by any exception.  This requirement is, therefore, satisfied.	
<b>28</b>	<b>STS Criteria</b> 28. (ii) the information provided by the originator, sponsor and SSPE in accordance with points (a) and (e)(i) of the first subparagraph of Article 7(1) explicitly sets out the proportion of restructured underlying exposures, the time and details of the restructuring as well as their performance since the date of the restructuring;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See point 27 above.	
<b>29</b>	<b>STS Criteria</b> 29. (b) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history or, where there is no such public credit registry, another credit registry that is available to the originator or original lender;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See the section headed "COMPLIANCE WITH STS REQUIREMENTS", sub §(j), as quoted in point 24 above.	
<b>30</b>	<b>STS Criteria</b> 30. (c) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than for comparable exposures held by the originator which are not securitised.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See the section headed "COMPLIANCE WITH STS REQUIREMENTS", sub §(j), as quoted in point 24 above.	

**Article 20.12.** The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.

31

**STS Criteria**

31. The debtors shall at the time of transfer of the exposures, have made at least one payment, except in the case of revolving securitisations backed by exposures payable in a single instalment or having a maturity of less than one year, including without limitation monthly payments on revolving credits.

**Verified?**  
**YES**

**PCS Comments**

See the Common Criteria in the Programme Receivables Purchase Agreement, Annex 1, requiring that:

<<6) *sia stata pagata almeno una Rata;*>> i.e. at least one instalment has been paid.

**Article 20.13.** The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures. This shall not prevent such assets from being subsequently rolled-over or refinanced.

The repayment of the holders of the securitisation positions whose underlying exposures are secured by assets the value of which is guaranteed or fully mitigated by a repurchase obligation by the seller of the assets securing the underlying exposures or by another third party shall not be considered to depend on the sale of assets securing those underlying exposures.

32

**STS Criteria**

32. The repayment of the holders of the securitisation positions shall not have been structured to depend predominantly on the sale of assets securing the underlying exposures.

**Verified?**  
**YES**

**PCS Comments**

See the section headed "COMPLIANCE WITH STS REQUIREMENTS", sub §(l) in which it is stated that:

<<(l) *for the purpose of compliance with article 20, paragraph 13 of the Securitisation Regulation, as the Receivables arise from unsecured Loan Agreements, there are no security interests securing the Receivables; therefore, the repayment of the Notes has not been structured to depend predominantly on the sale of any asset (for further details, see the sections headed "The Portfolios");*>>.

PCS also notices that the underlying exposures are personal unsecured loans and that they are amortising loans. See in this respect §(11) of the Common Criteria, requiring that the Receivables

<<provide for an amortisation plan characterized by monthly Instalments of fixed amount and having a fixed interest rate;>>.

It is noted that although the Loans do not benefit from any security interest, they benefit from a salary assignment or a payment delegation in respect of a portion of the salary of the relevant Borrowers and from the proceeds of any contingent payment that insurance companies would make, should a specified event occur in respect of the relevant borrowers (loss of job, death or inability to work). See "THE PORTFOLIOS".

See also points 12 and 13 above.

**Article 21.1.** The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.

<b>33</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>33.The originator, sponsor or original lender shall satisfy the risk retention requirement in accordance with Article 6.</p> <p><b>PCS Comments</b></p> <p>See the section headed "COMPLIANCE WITH STS REQUIREMENTS", sub §(m) in which it is stated that:</p> <p><i>&lt;&lt;(m) for the purpose of compliance with article 21, paragraph 1 of the Securitisation Regulation, under the Intercreditor Agreement, the Originator has undertaken, in respect of each Series of Notes issued from 1 January 2019, to retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in each relevant Transaction, in accordance with one of the options of article 6(3), of the Securitisation Regulation, as specified in the Final Terms applicable to such Series – (for further details, see the sections headed "Description of the Transaction Documents – Intercreditor Agreement" and "Regulatory disclosure and retention undertaking");&gt;&gt;.</i></p> <p>Pursuant to the Final Terms of the Series 10-2022, the selected method is Article 6 of the Securitisation Regulation, option (d).</p>	

**Article 21.2.** The interest rate and currency risks arising from the securitisation shall be appropriately mitigated and any measures taken to that effect shall be disclosed.

<b>34</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>34. The interest rate...risks arising from the securitisation shall be appropriately mitigated.</p> <p><b>PCS Comments</b></p> <p>The Class A Notes accrue interest at fixed rate. The underlying Loans accrue fixed interest at fixed rate.</p> <p>See Final Terms and Common Criteria §(11).</p> <p>Therefore, no hedging is contemplated for the Series 10 issuance.</p>	
<b>35</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>35. Currency risks arising from the securitisation shall be appropriately mitigated.</p> <p><b>PCS Comments</b></p> <p>Both assets and liabilities are in Euro.</p> <p>See the requirement under the Common Criteria, providing that the Receivables <i>&lt;&lt;3) have been denominated in Euro and do not contain provisions that allow their exchange in another currency;&gt;&gt;.</i></p> <p>The Notes are denominated in Euro and payable in Euro as well.</p>	

Therefore, in principle, this transaction is not subject to currency risk.

See also the statement in the section headed "COMPLIANCE WITH STS REQUIREMENTS", sub §(n) in which it is stated that:

*<<(…) In addition, there is no currency risk since (i) under the Programme Warranty and Indemnity Agreement, the Originator has represented and warranted that the Receivables arise from Loan Agreements which are denominated in Euro, and (ii) pursuant to the Conditions, the Notes are denominated in Euro (…)>>.*

See also the definition of "Transaction Basic Terms Modification", which includes *<<change the currency in which payments are due in respect of any Class of Notes;>>.*

<b>36</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	36. Any measures taken to that effect shall be disclosed.	

**PCS Comments**

As for interest rate risk, there is no mismatch due to the fact that the Series 10 Notes accrue interest at fixed rate. There is therefore no need of hedging an interest rate risk by means of a Swap Agreement.

As for currency risk, no currency risk applies in this transaction.

**Article 21.2.** Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and shall ensure that the pool of underlying exposures does not include derivatives.

Those derivatives shall be underwritten and documented according to common standards in international finance.

<b>37</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...	

**PCS Comments**

Pursuant to Condition 5.2.2, the Issuer is prevented from entering into any derivatives: *<<For so long as any amount remains outstanding in respect of the Notes of any Class, the Issuer shall not, in respect of each Transaction, save with prior written consent of the Representative of the Noteholders or as provided in or envisaged by any of the Transaction Documents: (...) 5.2.2 enter into derivative contracts save as expressly permitted by article 21, paragraph 2, of the Securitisation Regulation; (…)>>.*

<b>38</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	38. ...Shall ensure that the pool of underlying exposures does not include derivatives.	

**PCS Comments**

See the section headed "COMPLIANCE WITH STS REQUIREMENTS", sub §(n) where it is stated that *<<(…) under the Warranty and Indemnity Agreement, the Originator has represented and warranted that as at the relevant Transfer Date each Receivable does not comprise (or will not comprise with reference to any Receivable included in each Portfolio) any derivative.>>.*

See the statement included in §(f) of "DESCRIPTION OF THE PROGRAMME DOCUMENTS - 3. The Programme Warranty and Indemnity Agreement - Compliance with STS requirements":



<<(f) (...) for the purpose of compliance with article 21, paragraph 2 of the Securitisation Regulation, the Originator has represented and warranted that as at the relevant Transfer Date each Receivable does not comprise (or will not comprise with reference to any Receivable included in each Portfolio) any derivative.>>.

See also the "Common Criteria" set out in the section "THE PORTFOLIOS".

See also the definition of Eligible Investments, which provides that

<<(…) (b) none of the Eligible Investments set out above may consist, in whole or in part, actually or potentially, of (i) credit-linked notes or similar claims resulting from the transfer of credit risk by means of credit derivatives nor may any amount available to the Issuer in the context of the Securitisation otherwise be invested in any such instruments at any time, or (ii) asset-backed securities, irrespective of their subordination, status or ranking, or (iii) swaps, other derivatives instruments, or synthetic securities or any other instrument from time to time specified in the European Central Bank monetary policy regulations applicable from time to time. >>.

See also point 37 above.

39	<b>STS Criteria</b>	Verified? YES
	39. Those derivatives shall be underwritten and documented according to common standards in international finance.	
	<b>PCS Comments</b>	
	See points 34-36 above.	
	No hedging agreement is entered into for the Series 10 transaction.	

**Article 21.3.** Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds, and shall not reference complex formulae or derivatives.

40	<b>STS Criteria</b>	Verified? YES
	40. Any referenced interest payments under the securitisation assets and liabilities shall be based on generally used market interest rates, or generally used sectoral rates reflective of the cost of funds and shall not reference complex formulae or derivatives.	
	<b>PCS Comments</b>	
	As for assets:	
	<ul style="list-style-type: none"> <li>Interest payable by Borrowers on the Loans is calculated on the basis of a fixed rate of interest (see the section headed "THE PORTFOLIOS – Common Criteria", eligibility criterion sub §(11) where it is required that the Loan Agreements out of which Receivables arise &lt;&lt;11) provide for an amortisation plan characterized by monthly Instalments of fixed amount and having a fixed interest rate;&gt;&gt;.</li> </ul>	
	As for liabilities:	
	<ul style="list-style-type: none"> <li>The Series 10 Class A Notes accrue interest at a fixed rate of interest payable monthly in arrear (see Final Terms).</li> </ul>	

- The excess spread is taken out through an additional remuneration (the “**Variable Return**”) payable on the Class J Notes (see last items of the PoP and Condition 7.2 of the Terms and Conditions of the Junior Notes, as set out in Annex 3, part 2 of the Subscription Agreement).

Based on the above, PCS is prepared to verify this requirement.

**Article 21.4.** Where an enforcement or an acceleration notice has been delivered:

- (a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;
- (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;
- (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and
- (d) No provisions shall require automatic liquidation of the underlying exposures at market value.

<b>41</b>	<p><b><u>STS Criteria</u></b></p> <p>41. Where an enforcement or an acceleration notice has been delivered:</p> <p>(a) no amount of cash shall be trapped in the SSPE beyond what is necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors in accordance with the contractual terms of the securitisation, unless exceptional circumstances require that amount is trapped in order to be used, in the best interests of investors, for expenses in order to avoid the deterioration in the credit quality of the underlying exposures;</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>See the Post Enforcement Priority of Payments set out in Condition 6.2.</p> <p>PCS notes that in a Post-Trigger scenario, no amount of cash shall be trapped in the Issuer beyond what is necessary to ensure the payment of “Expenses”, indemnity amounts to the Representative of the Noteholders and fees to the agents involved.</p> <p>PCS is satisfied that under the Terms and Conditions of the Notes, the repayment of the Notes in an enforcement scenario is subordinated only to the amounts necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors.</p>	
<b>42</b>	<p><b><u>STS Criteria</u></b></p> <p>42. (b) Principal receipts from the underlying exposures shall be passed to investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position;</p>	<p><b><u>Verified?</u></b></p> <p><b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>The Post Enforcement Priority of Payments set out in Condition 6.2, applicable in a post enforcement scenario, contemplates only sequential payments (see items sixth et seq).</p> <p>On this basis PCS is prepared to verify this requirement.</p>	
<b>43</b>	<p><b><u>STS Criteria</u></b></p>	<p><b><u>Verified?</u></b></p>

	43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	YES
	<b>PCS Comments</b> See point 42 above.	
44	<b>STS Criteria</b> 44. (d) No provisions shall require automatic liquidation of the underlying exposures at market value.	<b>Verified?</b> YES
	<b>PCS Comments</b> See the Terms and Conditions of the Notes, sub 13.3: <i>&lt;&lt;13.3 Sale of Portfolio - Following the delivery of a Transaction Acceleration Notice the Representative of the Noteholders shall direct the Issuer to sell the Portfolio under the relevant Transaction or a substantial part thereof only if so requested by an Extraordinary Resolution of the holders of the Most Senior Class of Notes of the relevant Series then outstanding and strictly in accordance with the instructions approved thereby.&gt;&gt;</i>  See section headed "COMPLIANCE WITH STS REQUIREMENTS", sub § (p) where it is stated that <i>&lt;&lt;(…) (iii) the Issuer (or the Representative of the Noteholders on its behalf) may (with the consent of an Extraordinary Resolution of the Most Senior Class of Noteholders of such Series then outstanding) or shall – as the case may be in accordance with the Conditions – (if so directed by an Extraordinary Resolution of the Most Senior Class of Noteholders of such Series then outstanding) dispose of the Portfolio, subject to the terms and conditions of the Programme Intercreditor Agreement, it being understood that no provisions shall require the automatic liquidation of the Portfolio (for further details, see "Condition 6.2 (Post-Enforcement Priority of Payments)" and "Condition 12 (Transaction Acceleration Events and Programme Purchase Acceleration Events)";&gt;&gt;</i> .	

**Article 21.5.** Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.

45	<b>STS Criteria</b> 45. Transactions which feature non-sequential priority of payments shall include triggers relating to the performance of the underlying exposures resulting in the priority of payments reverting to sequential payments in order of seniority. Such performance-related triggers shall include at least the deterioration in the credit quality of the underlying exposures below a pre-determined threshold.	<b>Verified?</b> YES
	<b>PCS Comments</b> The first step in analysing this criterion is to determine whether the transaction features non-sequential priorities of payment.  This is not the case in this transaction since payments in respect of the Notes are made sequentially both in a pre and post trigger scenario. See in this respect the Terms and Conditions of the Notes, sub Condition 6 (PRIORITY OF PAYMENTS). Therefore, the above requirement is satisfied.	

**Article 21.6.** The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:

- (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;
- (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;
- (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);
- (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).

46	<b>STS Criteria</b> 46. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following: (a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> This provision applies to transactions with a revolving period. This Series 10-2022 transaction does not contemplate a revolving period and, therefore, this requirement does not apply.	
47	<b>STS Criteria</b> 47. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See point 46 above.	
48	<b>STS Criteria</b> 48. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See point 46 above.	
49	<b>STS Criteria</b> 49. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See point 46 above.	

**Article 21.7.** The transaction documentation shall clearly specify:

	(a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers; (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.	
50	<p><b>STS Criteria</b></p> <p>50. The transaction documentation shall clearly specify: (a) the contractual obligations, duties and responsibilities of the servicer and the trustee, if any, and other ancillary service providers;</p> <p><b>PCS Comments</b></p> <p>For the Servicer, see section “DESCRIPTION OF THE PROGRAMME DOCUMENTS - 2. The Programme Servicing Agreement”.</p> <p>For the Representative of the Noteholders (that performs fiduciary activities on behalf of the noteholders and other issuer creditors) see the “Rules of the Organisation of the Noteholders”, Article 30 (DUTIES AND POWERS OF THE REPRESENTATIVE OF THE NOTEHOLDERS). See also the description of the Intercreditor Agreement contained in “THE OTHER TRANSACTION DOCUMENTS - INTERCREDITOR AGREEMENT” and, in particular, the two following duties of the Representative of the Noteholders: <i>&lt;&lt; (...) following the occurrence of a Trigger Event, the Representative of the Noteholders shall be authorised to exercise in the name and for the benefit of the Issuer all the Issuer’s Rights arising out of the Transaction Documents to which the Issuer is a party and in respect of the Portfolio, including the right to sell the Portfolio in whole or in part, in the interest of the Noteholders and the other Issuer Secured Creditors. (...) &gt;&gt;.</i></p> <p>For the other ancillary service providers, see section “DESCRIPTION OF THE PROGRAMME DOCUMENTS”, subsections “6. The Programme Intercreditor Agreement” and “8. The Mandate Agreement” and the other programme documents described therein.</p>	<p><b>Verified?</b> <b>YES</b></p>
51	<p><b>STS Criteria</b></p> <p>51. (b) the processes and responsibilities necessary to ensure that a default by or an insolvency of the servicer does not result in a termination of servicing, such as a contractual provision which enables the replacement of the servicer in such cases; and</p> <p><b>PCS Comments</b></p> <p>See “DESCRIPTION OF THE PROGRAMME DOCUMENTS - 2. The Programme Servicing Agreement - Compliance with STS requirements”, where it is stated as follows: <i>&lt;&lt;For the purpose of compliance with article 21, paragraph 7 of the Securitisation Regulation, the Programme Servicing Agreement contain provisions aimed at ensuring that a default by or an insolvency of the Servicer does not result in a termination of the servicing of the Portfolio, by the replacement of the defaulted or insolvent Servicer with the Back-Up Servicer or a substitute servicer.&gt;&gt;.</i></p> <p>PCS notices that the Programme Servicing Agreement (Clause 4.2 – (Effetto della revoca) and 4.4 (Recesso del Servicer) and Clause 11 (REVOCA DEL MANDATO DEL MASTER SERVICER) and 12 (RECESSO DEL MASTER SERVICER)) contains specific provisions aimed at ensuring the continuity of servicing, in case of termination of the Servicer or the Master Servicer for both revocation and withdrawal.</p>	<p><b>Verified?</b> <b>YES</b></p>
52	<p><b>STS Criteria</b></p>	<p><b>Verified?</b> <b>YES</b></p>

52. (c) provisions that ensure the replacement of derivative counterparties, liquidity providers and the account bank in the case of their default, insolvency, and other specified events, where applicable.

**PCS Comments**

This transaction does not contemplate a derivative counterparty.

As for account banks, these provisions are included in Clause 17.5.1(Successor Agent) of the Programme Cash Allocation, Management and Payments Agreement.

No liquidity providers are contemplated for this transaction and therefore no continuity provisions are necessary in this respect.

**Article 21.8.** The servicer shall have expertise in servicing exposures of a similar nature to those securitised and shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.

**53** **STS Criteria**

53. The servicer shall have expertise in servicing exposures of a similar nature to those securitised

**Verified?**

**YES**

**PCS Comments**

*The EBA Guidelines provide that an entity that has serviced similar assets for at least five years will be deemed to meet the expertise criterion.*

This the case for IBL Banca, acting as Servicer.

More in detail, IBL Banca is an authorised bank in Italy. See Sub-section "Company history".

See also "DESCRIPTION OF THE PROGRAMME DOCUMENTS - 2. The Programme Servicing Agreement - Compliance with STS requirements", where it is stated as follows:

*<<(…) For the purpose of compliance with article 21, paragraph 8, of the Securitisation Regulation, under the Programme Servicing Agreement the Servicer has represented and warranted that it has expertise in servicing exposures of a same 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 Programme Servicing Agreement, the Back-Up Servicer and any substitute Servicer shall have expertise in servicing exposures of a same nature to those securitised and well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures. (...)>>.*

**54** **STS Criteria**

54. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.

**Verified?**

**YES**

**PCS Comments**

See the statement quoted in point 53 above.

See also the section "CREDIT AND COLLECTION POLICY", which outlines a summary of the procedures or manuals for the granting of credit and the collection and recovery used by IBL Banca in respect of the Receivables. Such summary is also attached as an annex to the Programme Servicing Agreement.

The EBA Guidelines specify that the relevant servicer should be considered to have the requisite elements of the criterion if it is "an entity that is subject to prudential and capital regulation and supervision in the Union".

This requirement is certainly met by IBL Banca, as confirmed in the statements contained in the sections mentioned in point 53 and above.

**Article 21.9.** The transaction documentation shall set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies

<b>55</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>55. The transaction documentation shall set out in clear and consistent terms, remedies and actions relating to delinquency and default of debtors debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies.</p> <p><b>PCS Comments</b></p> <p>See §(t) of "COMPLIANCE WITH STS REQUIREMENTS", where it is stated that:</p> <p><i>&lt;&lt;(t) for the purpose of compliance with article 21, paragraph 9 of the Securitisation Regulation, the Programme Servicing Agreement and the Credit and Collection Policies attached thereto set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies (for further details, see the sections headed "Description of the Transaction Documents - The Programme Servicing Agreement" and "The Credit and Collection Policies"). (...)&gt;&gt;.</i></p> <p>PCS notices that a summary of the collection policies is contained in Annex A to the Programme Servicing Agreement "PROCEDURE DI EROGAZIONE E RISCOSSIONE", and are also described in the section "The Credit and Collection Policy" of the Prospectus.</p> <p>PCS has reviewed the relevant documents to satisfy itself that these criteria are met.</p>	

**Article 21.9.** The transaction documentation shall clearly specify the priorities of payment, events which trigger changes in such priorities of payment as well as the obligation to report such events. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.

<b>56</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>56. The transaction documentation shall clearly specify the priorities of payment,</p> <p><b>PCS Comments</b></p> <p>See "Priority of Payments" in Condition 6 of the "Terms and Conditions of the Notes".</p> <p>PCS has reviewed the relevant documents to satisfy itself that these criteria are met.</p>	

57	<b>STS Criteria</b> 57. The transaction documentation shall clearly specify the events which trigger changes in such priorities of payment.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See Condition 12.1 setting out the Transaction Acceleration Events that trigger changes in the PoP to be applied. The transaction is not revolving. The Programme documentation contemplates “Programme Purchase Termination Events”, which are set out in Condition 12.5 and the occurrence of which prevents the Issuer from purchasing new portfolios to be funded through new series of notes, without effects on the priority of payments applicable to the then existing series of Notes, including the Series 10-2022 Notes. See also point 45 above. PCS has reviewed the relevant documents to satisfy itself that these criteria are met.	
58	<b>STS Criteria</b> 58. The transaction documentation shall clearly specify the obligation to report such events.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See §(t) of “COMPLIANCE WITH STS REQUIREMENTS”, where it is stated that: <i>&lt;&lt;(t) (...) In addition, the Transaction Documents clearly specify the Priorities of Payments, the events which trigger changes in such Priorities of Payments as well as the obligation to report such events, and any change in the Priority of Payments which will materially adversely affect the repayment of the Notes of the relevant Series. Pursuant to the Cash Allocation, Management and Payments Agreement, (i) the Calculation Agent has undertaken to prepare, on each Sec Reg Report Date, the Sec Reg Investor Report and to deliver it via email to the Originator setting out certain information with respect to the Notes of each Series (including, inter alia, the events which trigger changes in the Priorities of Payments), in compliance with the Securitisation Regulation, and the Originator has undertaken to make it available to the investors in the Notes on the website of European DataWarehouse (being, as at the date of this Base Prospectus, <a href="https://editor.eurodw.eu/">https://editor.eurodw.eu/</a>);&gt;&gt;</i> See also Condition 12.2, pursuant to which the delivery of a Transaction Acceleration Notice is to be sent by the Representative of the Noteholders, without undue delay, also to the Noteholders, in compliance with Condition 16. This is a future event. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement. PCS notes the existence of such covenant in the Prospectus.	
59	<b>STS Criteria</b> 59. Any change in the priorities of payments which will materially adversely affect the repayment of the securitisation position shall be reported to investors without undue delay.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See point 60 above.	



This is a future event. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction.

However, PCS will nevertheless look to see if there is a covenant on the part of the originator to comply in the future with this requirement whilst noting, at the same time, that the absence of any such covenant – although possibly unsettling for some investors - would not invalidate the STS status of the transaction at closing.

PCS notes the existence of such covenant in the Prospectus.

**Article 21.10.** The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.

<b>60</b>	<p><b>STS Criteria</b></p> <p>60. The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See “Rules of the Organisation of the Noteholders” included as an Exhibit 1 to the Terms and Conditions of the Notes.</p> <p>(a) the method for calling meetings; as for method: Article 6.1 (<i>Convening of Meeting</i>).</p> <p>(b) the maximum timeframe for setting up a meeting: Article 7.1 (<i>Notice</i>).</p> <p>(c) the required quorum: Article 9 (<i>Quorum</i>).</p> <p>(d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision: Article 9.1.</p> <p>(e) where applicable, a location for the meetings which should be in the EU: Article 7.1 (<i>Notice</i>). See also Clause 3.2 of the Series 10 Intercreditor Agreement.</p> <p>Although the wording of the Regulation as to what constitutes the “facilitation of timely resolution of conflicts” is quite vague, the EBA Guidelines have helpfully set out the five minimum requirements that the documents should contain to meet this criterion.</p> <p>PCS has reviewed the underlying documents (particularly, the Rules of the Organisation of the Noteholders) to ascertain that all the five requirements above are indeed present.</p>	

**Article 21.10.** The transaction documentation shall include clear provisions that facilitate the timely resolution of conflicts between different classes of investors, voting rights shall be clearly defined and allocated to bondholders and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.

<b>61</b>	<p><b>STS Criteria</b></p> <p>61. and the responsibilities of the trustee and other entities with fiduciary duties to investors shall be clearly identified.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See point 50 above:</p>	

For the Representative of the Noteholders (that performs fiduciary activities on behalf of the noteholders and other issuer creditors) see the “Rules of the Organisation of the Noteholders”, Article 30 (DUTIES AND POWERS OF THE REPRESENTATIVE OF THE NOTEHOLDERS).

See also the description of the Mandate Agreement contained in “DESCRIPTION OF THE PROGRAMME DOCUMENTS – 8. The Mandate Agreement” and, in particular, the following duty of the Representative of the Noteholders:

*<<(…) subject to a Transaction Acceleration Notice being served upon the Issuer or upon failure by the Issuer to exercise its rights under the Series Documents and subject to the fulfilment of certain conditions, the Representative of the Noteholders, acting in such capacity, shall be authorised to exercise, in the name and on behalf of the Issuer, all the Issuer’s non-monetary rights arising out of certain Series Documents to which the Issuer is a party. (…)>>.*

**Article 22.1.** The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, to potential investors before pricing. Those data shall cover a period no shorter than five years.

62	<b>STS Criteria</b> 62. The originator and the sponsor shall make available data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised,	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> Representations of compliance with this provisions are contained in the section headed "GENERAL INFORMATION", subsection "Pre-pricing information", where it is stated that: <i>&lt;&lt;Moreover, IBL Banca has confirmed that (i) it will make available to potential investors in the Notes of the relevant Series before pricing, on the website of European DataWarehouse (being, as at the date of this Prospectus, https://editor.eurodw.eu/), data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, provided that such data cover a period of at least 5 (five) years, and (ii) as Originator, it will be in possession, before pricing, of data on static and dynamic historical default and loss performance, such as delinquency and default data for substantially similar exposures to those being securitised, and the sources of those data and the basis for claiming similarity, provided that such data cover a period of at least 5 (five) years.&gt;&gt;. Documents containing such data have also been provided to PCS.</i>	
63	<b>STS Criteria</b> 63. and the sources of those data and the basis for claiming similarity, to potential investors before pricing.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See statements in this respect contained in the sections mentioned in point 62 above.	
64	<b>STS Criteria</b> 64. Those data shall cover a period no shorter than five years.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See statements in this respect contained in the sections mentioned in point 62 above.	

**Article 22.2.** A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party, including verification that the data disclosed in respect of the underlying exposures is accurate.

65	<b>STS Criteria</b> 65. A sample of the underlying exposures shall be subject to external verification prior to issuance of the securities resulting from the securitisation by an appropriate and independent party,	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b>	

See the statement in "THE PORTFOLIOS", that:

<<Pool Audit Report

Pursuant to article 22, paragraph 2, of the Securitisation Regulation and the EBA Guidelines on STS Criteria, the Pool Audit Reports are prepared in respect of each Portfolio prior to the relevant Issue Date.>>.

See also the definition of Pool Audit Report, being:

<<"Pool Audit Report" means the report prepared by an appropriate and independent party pursuant to article 22 of the Securitisation Regulation and the relevant EBA Guidelines on STS Criteria., in order to verify that:

- 1) the data disclosed in the relevant Final Terms in respect of the Receivables is accurate;
- 2) on a statistical basis, the integrity and referability of the information provided in the documentation and in the IT systems, in respect of each selected position of the sample of portfolio; and
- 3) the data of the Receivables included in the Portfolio contained in the loan- by-loan data tape prepared by IBL Banca are compliant with the Criteria that are able to be tested prior to the relevant Issue Date.>>.

PCS has verified the reports prepared by an appropriate and independent party in relation to the Series 10-2022 transaction, to ascertain that the relevant requirements are met.

66

**STS Criteria**

66. Including verification that the data disclosed in respect of the underlying exposures is accurate.

**Verified?****YES****PCS Comments**

See statements in this respect contained in the sections mentioned in point 65 above.

**Article 22.3.** The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE, and shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.

67

**STS Criteria**

67. The originator or the sponsor shall, before the pricing of the securitisation, make available to potential investors a liability cash flow model which precisely represents the contractual relationship between the underlying exposures and the payments flowing between the originator, sponsor, investors, other third parties and the SSPE.

**Verified?****YES****PCS Comments**

See statement "GENERAL INFORMATION – Pre-pricing information":

<<In addition, IBL Banca has confirmed that (i) it will make available to potential investors in the Notes of the relevant Series before pricing, on the platform IntexCALC (being, as at the date of this Prospectus, [www.intex.com](http://www.intex.com)), all the information related to the relevant Portfolio in order to allow investors to run a liability cash flow which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer, and (ii) as Originator, it has been in possession, before pricing, of a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer.>>.

See also Clause 4.1 of the Series 10 CAMPA

<<For the purposes of compliance with article 22, paragraph 3 of the Securitisation Regulation, the Originator hereby represents and warrants to the other Parties, that it will also make available on an ongoing basis to the Noteholders and potential investors through the websites of Bloomberg and Intex (being, as at the date of this Agreement, [www.bloomberg.com](http://www.bloomberg.com) and [www.intex.com](http://www.intex.com) respectively), a liability cash flow model which precisely represents the contractual relationship between the Series 10-2022 Portfolio and the payments flowing between the Originator, the Noteholders, other third parties and the Issuer.>>.

68

**STS Criteria**

68. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.

**Verified?****YES****PCS Comments**

See statement in "GENERAL INFORMATION - Post issuance reporting"

<<Pursuant to the Programme Cash Allocation, Management and Payments Agreement, IBL has undertaken to make available to investors in the Notes, after pricing and on an ongoing basis and to potential investors in the Notes upon request, on the platform IntexCALC (being, as at the date of this Prospectus, [www.intex.com](http://www.intex.com)), all the information related to the relevant portfolio in order to allow actual or potential investors to run a liability cash flow model (to be updated during the course of each Transaction) 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.>>.

**Article 22.4.** In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).

By way of derogation from the first subparagraph, originators may, from 1 June 2021, decide to publish the available information related to the principal adverse impacts of the assets financed by underlying exposures on sustainability factors.

<b>69</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
<p>69. In case of a securitisation where the underlying exposures are residential loans or car loans or leases, the originator and sponsor shall publish the available information related to the environmental performance of the assets financed by such residential loans or car loans or leases, as part of the information disclosed pursuant to point (a) of the first subparagraph of Article 7(1).</p>		

**PCS Comments**

The Loans are personal loans and none of the Loans is expressed to be either a residential loan or a car loan.

See in this respect the Section "THE PORTFOLIOS", "Common Criteria", §(1), requiring that the loans are "personal loans" (i.e. granted without expressing a specific purpose).

Therefore, this requirement does not apply.

As to the impacts on sustainability factors, PCS was informed by the Originator that, for the time being, no specific publication is envisaged.

**Article 22.5.** The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation. The information required by point (a) of the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.

<b>70</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
<p>70. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.</p>		

**PCS Comments**

See "DESCRIPTION OF THE PROGRAMME DOCUMENTS - The Programme Intercreditor Agreement - Compliance with STS Requirements". In particular, it is stated that:

*<<For the purposes of compliance with article 22, paragraph 5 of the Securitisation Regulation, under the Programme Intercreditor Agreement, the parties thereto have acknowledged that the Originator shall be responsible for compliance with article 7 of the Securitisation Regulation.>>*

**Article 22.5.** The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation. The information required by point (a) of the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.

<b>71</b>	<b>STS Criteria</b>	<b>Verified?</b>
-----------	---------------------	------------------

	71. The information required by point (a) the first subparagraph of Article 7(1) shall be made available to potential investors before pricing upon request.	<b>YES</b>
	<p><b>PCS Comments</b></p> <p>See "GENERAL INFORMATION", subsection "Pre-pricing information" where certain covenants and acknowledgements in respect of transparency compliance included in the Programme Intercreditor Agreement are set out. In particular, it is stated that:</p> <p>&lt;&lt;Pursuant to the Intercreditor Agreement, IBL Banca has confirmed that it will make available to potential investors in the Notes before pricing on the website of European DataWarehouse (being, as at the date of this Prospectus, <a href="https://editor.eurowd.eu/">https://editor.eurowd.eu/</a>) the information and documents under point (a) of article 7, paragraph 1 of the Securitisation Regulation upon request and the information and documents under points (b) and (d) of article 7(1) of the Securitisation Regulation in draft form, and (ii) as Originator, it will be, before pricing, in possession of the data relating to each Loan (and therefore it has not requested to receive the information under point (a) of the first subparagraph of article 7(1) of the Securitisation Regulation) and of the information and documents under points (b) and (d) of the first subparagraph of article 7(1) of the Securitisation Regulation.&gt;&gt;.</p>	
<b>72</b>	<p><b>STS Criteria</b></p> <p>72. The information required by points (b) to (d) of the first subparagraph of Article 7(1) shall be made available before pricing at least in draft or initial form.</p>	<b>Verified?</b> <b>YES</b>
	<p><b>PCS Comments</b></p> <p>See the statement quoted in comments to point 71 above.</p>	

**Article 22.5.** The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.

<b>73</b>	<p><b>STS Criteria</b></p> <p>73. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.</p>	<b>Verified?</b> <b>YES</b>
	<p><b>PCS Comments</b></p> <p>See "GENERAL INFORMATION", subsection "Documents available for inspection" where it is stated that:</p> <p>&lt;&lt;Copies of the following documents will be available (i), in physical form, for inspection during usual office hours on any weekday at the Specified Offices of the Representative of the Noteholders and the Corporate Servicer until the Programme Maturity Date and (ii), a copy of such documentation, within 15 days of the relevant Issue Date of each Series of Notes, on the website of European DataWarehouse (being, as at the date of this Base Prospectus, <a href="https://editor.eurowd.eu/">https://editor.eurowd.eu/</a>):</p> <p>(i) the by-laws (statuto) and the deed of incorporation (atto costitutivo) of the Issuer;</p> <p>(ii) copies of the following documents:</p> <ul style="list-style-type: none"> <li>• Programme Receivables Purchase Agreement;</li> <li>• Programme Servicing Agreement;</li> <li>• Programme Warranty and Indemnity Agreement;</li> </ul>	

- Programme Back-up Servicing Agreement;
- Programme Intercreditor Agreement;
- Programme Cash Allocation, Management and Payments Agreement;
- Mandate Agreement;
- Quotaholder's Agreement;
- Corporate Services Agreement;
- Series Documents relating to any Transaction, including the relevant Final Terms;
- this Base Prospectus;
- the relevant STS Notification;
- the 2020 Financial Statements of the Issuer;
- the 2021 Financial Statements of the Issuer.

The documents listed under paragraphs (ii) above constitute all the underlying documents that are essential for understanding each Transaction and include, but not limited to, each of the documents referred to in point (b) of the first subparagraph of article 7, paragraph 1, of the Securitisation Regulation.

This Base Prospectus will be also available on the Luxembourg Stock Exchange's website [www.bourse.lu](http://www.bourse.lu) (for the avoidance of doubt, such website does not constitute part of this Base Prospectus).>>.This criterion requires document disclosure within 15 days of closing and therefore is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if it is not met within the specified 15-day period, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS notices that there is a covenant on the part of the Originator to comply with this requirement.

**Article 7.1.** The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(a) information on the underlying exposures on a quarterly basis, or, in the case of ABCP, information on the underlying receivables or credit claims on a monthly basis;

**74 STS Criteria**

74. The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(a) information on the underlying exposures on a quarterly basis,

**Verified?  
YES**

**PCS Comments**

See "GENERAL INFORMATION", subsection "Post issuance reporting" where certain covenants and acknowledgements in respect of transparency compliance included in the Programme Cash Allocation, Management and Payments Agreement and the Programme Intercreditor Agreement are set out. In particular, it is stated that:



<<Moreover the Calculation Agent shall prepare the Sec Reg Investor Report and deliver it to the Originator who shall make it available, together with the Sec Reg Asset Level Report prepared by it to the investors in the Notes by publishing them on the website of European DataWarehouse (being, as at the date of this Base Prospectus, <https://editor.eurodw.eu/>)>>.

See also the definitions of "Sec Reg Asset Level Report"; "Sec Reg Investor Report"; and "Sec Reg Report Date". All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 7.1.** The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:

- (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions;
- (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;
- (iii) the derivatives and guarantee agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;
- (iv) the servicing, back-up servicing, administration and cash management agreements;
- (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;
- (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;

**75** **STS Criteria**

75. (b) all underlying documentation that is essential for the understanding of the transaction, including but not limited to, where applicable, the following documents:

- (i) the final offering document or the prospectus together with the closing transaction documents, excluding legal opinions
- (ii) for traditional securitisation the asset sale agreement, assignment, novation or transfer agreement and any relevant declaration of trust;
- (iii) the derivatives and guarantee agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;
- (iv) the servicing, back-up servicing, administration and cash management agreements;
- (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;
- (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;

**Verified?**  
**YES**

**PCS Comments**

See point 73 above.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 7.1.** That underlying documentation shall include a detailed description of the priority of payments of the securitisation;

<b>76</b>	<b><u>STS Criteria</u></b> 76. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> See "Terms and Conditions" – Condition 6 ( <i>Priority of Payments</i> ).	

**Article 7.1.** The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable:

- (i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure;
- (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features;
- (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors;
- (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;

<b>77</b>	<b><u>STS Criteria</u></b> 77. (c) where a prospectus has not been drawn up in compliance with Directive 2003/71/EC of the European Parliament and of the Council, a transaction summary or overview of the main features of the securitisation, including, where applicable: (i) details regarding the structure of the deal, including the structure diagrams containing an overview of the transaction, the cash flows and the ownership structure; (ii) details regarding the exposure characteristics, cash flows, loss waterfall, credit enhancement and liquidity support features; (iii) details regarding the voting rights of the holders of a securitisation position and their relationship to other secured creditors; (iv) a list of all triggers and events referred to in the documents provided in accordance with point (b) that could have a material impact on the performance of the securitisation position;	<b><u>Verified?</u></b> <b>YES</b>
	<b><u>PCS Comments</u></b> The Base Prospectus is intended to be compliant with the Prospectus Regulation and was approved by the Luxembourg "Commission de Surveillance du Secteur Financier" as such – see cover page.	

**Article 7.1.** The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(d) in the case of STS securitisations, the STS notification referred to in Article 27;

<b>78</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
<p>78. (d) in the case of STS securitisations, the STS notification referred to in Article 27;</p> <p><b>PCS Comments</b></p> <p>See point 71 above.</p> <p>See also the following statement on cover page of the Base Prospectus:</p> <p><i>&lt;&lt;Each Transaction under the Programme is intended to be qualified as a STS-securitisation within the meaning of article 18 of Regulation (EU) no. 2017/2402 of the European Parliament and of the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, and amending Directives 2009/65/EC, 2009/138/EC and 2011/61/EU and Regulations (EC) No 1060/2009 and (EU) No 648/2012 and its relevant technical standards (the "EU Securitisation Regulation"). Consequently, each Transaction carried out under the Programme meeting the requirements of articles 19 to 22 of the EU Securitisation Regulation, will be notified on or about the relevant Issue Date by the Originator, to be included in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation.&gt;&gt;.</i></p> <p>The Base Prospectus confirms 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.</p> <p>All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.</p>		

**Article 7.1.** The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:

- (i) all materially relevant data on the credit quality and performance of underlying exposures;
- (ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties, and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;
- (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.

<b>79</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
<p>79. (e) quarterly investor reports, or, in the case of ABCP, monthly investor reports, containing the following:</p> <p>(i) all materially relevant data on the credit quality and performance of underlying exposures;</p> <p>(ii) information on events which trigger changes in the priority of payments or the replacement of any counterparties,</p> <p>(ii)...and, in the case of a securitisation which is not an ABCP transaction, data on the cash flows generated by the underlying exposures and by the liabilities of the securitisation;</p>		

(iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.

**PCS Comments**

See "GENERAL INFORMATION", subsection "Post issuance reporting" where certain covenants and acknowledgements in respect of transparency compliance included in the Transaction Documents are set out (See in particular, clause 23.3 (Disclosure Undertakings)).

In particular, it is stated that:

*<<Finally, IBL Banca has confirmed that it shall fulfil without delay after the relevant Issue Date of each Series, the reporting requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of article 7(1) of the Securitisation Regulation by making available the relevant information on the website of European DataWarehouse (being, as at the date of this Prospectus, <https://editor.eurowd.eu/>).>>*. All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 7.1.** The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;

**80 STS Criteria**

80. (f) any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public in accordance with Article 17 of Regulation (EU) No 596/2014 of the European Parliament and of the Council on insider dealing and market manipulation;

**Verified?  
YES**

**PCS Comments**

See point 79 above and the reference to 7(1)(f) contained therein.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 7.1.** The originator, sponsor and SSPE of a securitisation shall, in accordance with paragraph 2 of this Article, make at least the following information available to holders of a securitisation position, to the competent authorities referred to in Article 29 and, upon request, to potential investors:

(g) where point (f) does not apply, any significant event such as:

- (i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;
- (ii) a change in the structural features that can materially impact the performance of the securitisation;
- (iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;
- (iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions;
- (v) any material amendment to transaction documents.

<b>81</b>	<p><b><u>STS Criteria</u></b></p> <p>81. (g) where point (f) does not apply, any significant event such as:</p> <p>(i) a material breach of the obligations laid down in the documents provided in accordance with point (b), including any remedy, waiver or consent subsequently provided in relation to such a breach;</p> <p>(ii) a change in the structural features that can materially impact the performance of the securitisation</p> <p>(iii) a change in the risk characteristics of the securitisation or of the underlying exposures that can materially impact the performance of the securitisation;</p> <p>(iv) in the case of STS securitisations, where the securitisation ceases to meet the STS requirements or where competent authorities have taken remedial or administrative actions;</p> <p>(v) any material amendment to transaction documents.</p>	<p><b><u>Verified?</u></b> <b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>See point 79 above and the reference to 7(1)(g) contained therein.</p> <p>All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.</p>	

<p><b>Article 7.1.</b> The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest (...ABCP provisions)</p>		
<b>82</b>	<p><b><u>STS Criteria</u></b></p> <p>82. The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest (...ABCP provisions)</p>	<p><b><u>Verified?</u></b> <b>YES</b></p>
	<p><b><u>PCS Comments</u></b></p> <p>See General Information - Post issuance reporting:</p> <p>&lt;&lt;Moreover the Calculation Agent shall prepare the Sec Reg Investor Report and deliver it to the Originator who shall make it available, together with the Sec Reg Asset Level Report prepared by it to the investors in the Notes by publishing them on the website of European DataWarehouse (being, as at the date of this Base Prospectus, <a href="https://editor.eurodw.eu/">https://editor.eurodw.eu/</a>) (...)&gt;&gt;.</p> <p>See also the provision in Clause 3.2 of the Series 10 Intercreditor Agreement:</p> <p>&lt;&lt;(…) The Issuer and the Originator confirm that any information and documents published by the Reporting Entity through European DataWarehouse as securitisation repository, will be made available to the Noteholders, any potential investors and to the competent authorities upon request, in compliance with Article 7(1) of the Securitisation Regulation.&gt;&gt;.</p> <p>See also the following definitions, as for the content of the Sec Reg Asset Level Report and the Sec Reg Investor Report and the date of the relevant delivery:</p> <p>&lt;&lt;"Sec Reg Asset Level Report" means the report to be prepared and delivered by the Originator simoultanesly [sic] with the Sec Reg Investor Report, on each Sec Reg Report Date, in compliance with article 7(1)(a) of the Securitisation Regulation, pursuant to the Servicing Agreement.</p>	

"Sec Reg Investor Report" means the report to be prepared and delivered by Calculation Agent, on behalf of the Originator, or by the Originator, directly or through agents, simultaneously [sic] with the Sec Reg Asset Level Report on each Sec Reg Report Date, in compliance with article 7(1)(e) of the Securitisation Regulation, pursuant Cash Allocation Management and Payments Agreement.

"Sec Reg Report Date" means the date falling within one month after each Payment Date of the relevant Transaction.>>.

PCS notices that the delivery of the above reports will be made simultaneously and within one month after each relevant Payment Date.

Since this Transaction provides that Payment Dates will be on a monthly basis, the delivery of the above reports is more frequent than required. This is compliant with ESMA reporting instructions (see 4th bullet of §7, Section 2.1, of the ESMA "Reporting Instructions – Securitisation - Disclosure messages" dated 20 December 2019).

On this basis, PCS considers this requirement satisfied.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 7.1.** Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay

When complying with this paragraph, the originator, sponsor and SSPE of a securitisation shall comply with national and Union law governing the protection of confidentiality of information and the processing of personal data in order to avoid potential breaches of such law as well as any confidentiality obligation relating to customer, original lender or debtor information, unless such confidential information is anonymised or aggregated.

In particular, with regard to the information referred to in point (b) the originator, sponsor and SSPE may provide a summary of the concerned documentation.

Competent authorities referred to in Article 29 shall be able to request the provision of such confidential information to them in order to fulfil their duties under this Regulation.

### 83 **STS Criteria**

83. Without prejudice to Regulation (EU) No 596/2014, the information described in points (f) and (g) of the first subparagraph shall be made available without delay

**Verified?**  
**YES**

### **PCS Comments**

See comments to point 80 above.

See also the following statement in §(z) of Section "COMPLIANCE WITH STS REQUIREMENTS":

<<As to post-closing information, (i) the Calculation Agent shall prepare the Sec Reg Investor Report and deliver it to the Originator who shall make it available, together with the Sec Reg Asset Level Report prepared by the Servicer, to the investors in the Notes of each Series by publishing them on the website of European DataWarehouse (being, as at the date of this Base Prospectus, <https://editor.eurodw.eu/>) and the Originator shall prepare and deliver to the investors in the Notes of each Series without undue delay the Inside Information Report and the Significant Event Report, in compliance with points (f) and (g) of the first subparagraph of article 7(1) of the EU Securitisation Regulation and make them available to the investors in the Notes without undue delay by publishing it on the website of European DataWarehouse (being, as at the date of this Base Prospectus, <https://editor.eurodw.eu/>).>>.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.

**Article 7.2.** The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1.

The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.

Or

The obligations referred to in the second and fourth subparagraphs shall not apply to securitisations where no prospectus has to be drawn up in compliance with Directive 2003/71/EC.

#### 84 **STS Criteria**

84. The originator, sponsor and SSPE of a securitisation shall designate amongst themselves one entity to fulfil the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of paragraph 1.

The entity designated in accordance with the first subparagraph shall make the information for a securitisation transaction available by means of a securitisation repository.

Or

The obligations referred to in the second and fourth subparagraphs shall not apply to securitisations where no prospectus has to be drawn up in compliance with Directive 2003/71/EC.

**Verified?**  
**YES**

#### **PCS Comments**

See definition of Reporting Entity:

<<“**Reporting Entity**” means the Originator acting as the reporting entity pursuant to the EU Securitisation Regulation.>>.

See also the following statement in “REGULATORY DISCLOSURE AND RETENTION UNDERTAKING – Disclosure Obligation”:

<<In accordance with the Programme Intercreditor Agreement, the Originator has been designated as “Reporting Entity”, pursuant to and for the purposes of article 7(2) of the EU Securitisation Regulation. In such capacity, the Originator, under the Programme Intercreditor Agreement, (i) has confirmed that it will make available all relevant reports and information required to be delivered to the investors in the Notes of each Series on or prior to the pricing of each Transaction pursuant to article 7(1) of the EU Securitisation Regulation by electronic means on the website of European DataWarehouse (being, as at the date of this Base Prospectus, <https://editor.eurowdw.eu/>) and (ii) has undertaken to make available the reports and information received from the relevant parties under the Transaction Documents on an ongoing basis pursuant to article 7(1) letters (a), (e), (f) and (g) of the EU Securitisation Regulation on the website of European DataWarehouse (being, as at the date of this Base Prospectus, <https://editor.eurowdw.eu/>).>>:

As to the Securitisation Repository, see references to the website of European DataWarehouse contained both sub-sections “Pre-pricing information” and “Post issuance reporting” of the Section “GENERAL INFORMATION”, as well as the following definition:

<<“European DataWarehouse” means the securitisation repository pursuant to article 7, paragraph 2 of the STS Regulation where information and documents of each Transaction are made available.>>.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS’ analysis in comments to point 73 above.

#### 85 **STS Criteria**

85. The entity responsible for reporting the information, and the securitisation repository where the information is made available shall be indicated in the documentation regarding the securitisation.

**Verified?**  
**YES**

**PCS Comments**

See statement quoted in comments to point 84 above. The entity responsible for reporting the transparency information is the Originator, acting as Reporting Entity.

On the date of the Base Prospectus and of the Final Terms of the Series 10-2022 Notes, the Securitisation Repository is European DataWarehouse (see definition of Securitisation Repository).

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in comments to point 73 above.