FIELD NUMBER	BOX TO COMPLETE FOR STS NOTIFICATION	BACKGROUND INFORMATION: FIELD NAME	BACKGROUND INFORMATION: APPLICABLE EXPLANATION TYPE FOR THIS FIELD	BACKGROUND INFORMATION: FIELD FORMAT	BACKGROUND INFORMATION: ARTICLE OF REGULATION (EU) 2017/2402	BACKGROUND INFORMATION: FIELD DESCRIPTION	BACKGROUND INFORMATION: LINK WITH PROSPECTUS DIRECTIVE / REGULATION
SSTS0	549300DEGB7I5WY6GC48; no competent authority has yet been appointed in Italy	First contact point	N/A (General Information)	(LEI)	Article 27 (1)	First contact point Legal Entity Identifier (LEI) of the entity designated as the first contact point and name of the relevant competent authority	Item 3.2 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
SSTS1	Class A Notes: IT0005459729 Class B Notes: IT0005459737 Class C Notes: IT0005459745 Class D Notes: IT0005459752 Class J Notes: IT0005459760	Instrument identification code	N/A (General Information)	(ISIN)	N/A	Where available, the international security identification code (ISIN) or codes, or if no ISIN, then any other unique securities, assigned to this securitisation.	Where available under Item 3.1 of Annex 19 of Commission Delegated Regulation (EU) 2019/980.
SSTS2	549300DEGB7I5WY6GC48	Legal Entity Identifier (LEI)	N/A (General Information)	(LEI)	N/A	The LEI of the originator(s) and sponsor(s), and where available original lender(s).	Item 4.2 of Annex 8 Commission Delegated Regulation (EU) 2019/980
SSTS3	Not applicable	Notification identifier	N/A (General Information)	(ALPHANUM-100)	N/A	Where reporting an update, the unique reference number assigned by ESMA to the previously notified STS notification.	N/A
SSTS4	549300DEGB7I5WY6GC48N202101	Unique identifier	N/A (General Information)	(ALPHANUM-100)	N/A	The unique identifier assigned by the reporting entity in accordance with Article 15(1) of Delegated Regulation (EU) 2020/1224	N/A
SSTS5	Not applicable	Prospectus identifier	N/A (General Information)	(ALPHANUM-100)	N/A	Where available, the prospectus identifier as provided by the relevant competent authority.	N/A
SSTS6	European DataWarehouse	Securitisation Repository	N/A (General Information)	(ALPHANUM-1000)	N/A	Where available, the name of the registered securitisation repository.	N/A
SSTS7	Red & Black Auto Italy Securitisation	Securitisation name	N/A (General Information)	(ALPHANUM-100)	N/A	The securitisation name.	Section 4 of Annex 9 of Commission Delegated Regulation (EU) 2019/980
SSTS8	IT	Country of establishment	N/A (General Information)	(COUNTRYCODE_2)	Article 18 and 27(3)	Where available, the country of establishment of the originator(s), sponsor(s) SSPE(s) and original lender(s).	N/A
SSTS9	non-ABCP securitisation	Securitisation classification	N/A (General Information)	(LIST)	N/A	The type of securitisation: - non-ABCP securitisation; - ABCP transaction; - ABCP programme.	N/A
SSTS10	auto loans/leases	Underlying exposures classification	N/A (General Information)	(LIST)	N/A	The type of underlying exposures including: 1) residential loans that are either secured by one or more mortgages on residential immovable property or that are fully guaranteed by an eligible protection provider among those referred to in Article 201(1) of Regulation (EU) No 575/2013 and qualifying for the credit quality step 2 or above as set out in Part Three, Title II, Chapter 2 of that Regulation; 2) commercial loans that are secured by one or more mortgages on commercial immovable property, including offices or other commercial premises; 3) credit facilities provided to individuals for personal, family or household consumption purposes; 4) credit facilities, including loans and leases, provided to any type of enterprise or corporation; 5) auto loans/leases; 6) credit card receivables; 7) trade receivables; 8) other underlying exposures that are considered by the originator or sponsor to constitute a distinct asset type on the basis of internal methodologies and parameters;	N/A
SSTS11	5 November 2021	Issue date	N/A (General Information)	(DATEFORMAT)	N/A	Where a prospectus has been drawn up in compliance with Regulation (EU) 2017/1129 , the originator and sponsor shall provide the date on which the prospectus was approved. In all other cases, the originator and sponsor shall provide the closing date of the most recent transaction.	N/A
SSTS12	23 November 2021	Notification date	N/A (General Information)	(DATEFORMAT)	N/A	The date of notification to ESMA.	N/A
SSTS13	Prime Collateralised Securities (PCS) EU SAS has verified that the Securitisation complies with the STS criteria.	Authorised Third party	N/A (General Information)	(ALPHANUM-100)	Article 27(2)	Where an authorised third-party has provided STS verification services in accordance with Article 27(2) of Regulation (EU) 2017/2402, a statement that compliance with the STS criteria was confirmed by that authorised third party firm.	N/A
SSTS14	Prime Collateralised Securities (PCS) EU SAS entebilished in France.	Authorised Third party (name and country of entablishment)	N/A (General Information)	(ALPHANUM-1000)	Article 27(2)	Where an authorised third-party has provided STS verification services in accordance with Article 27(2) of Regulation (EU) 2017/2402, the name of the third party's name and the country of entablishment.	N/A
SSTS15	Authorite des Merches Financiers	Authorised Third party (name of competent authority)	N/A (General Information)	(ALPHANUM-100)	Article 27(2)	Where an authorised third-party has provided STS verification services in accordance with Article 27(2) of Regulation (EU) 2017/2402, the name of the competent authority that has authorised it.	N/A
SSTS16	Not applicable	STS status	N/A (General Information)	(ALPHANUM-1000)	Article 27(5)	A reasoned notification by the originator and sponsor that the securitisation is no longer to be considered as STS.	N/A
SSTS17	N	Originator (or original lender) not a credit institution	N/A (General Information)	(Y/N)	Article 27(3)	A 'Yes' or 'No' statement as to whether the originator or original lender is a credit institution or investment firm established in the Union.	N/A
SSTS18	Fiditalia, in its capacity as Originator, (i) has applied to the Receivables the same sound and well-defined criteria for credit-granting which it applies to non-securitised exposures, (ii) has clearly established the process for approving and, where relevant, amending, renewing and refinancing the Receivables as it applies to the exposures it holds; and (iii) has effective systems in place to apply those criteria and processes in order to ensure that credit granting is based on a thorough assessment of the Debtors' creditworthiness taking appropriate account of factors relevant to verifying the prospect of each Debtor meeting his obligations under the Loan Agreements.	Originator (or original lender) not a credit institution	N/A (General Information)	(ALPHANUM-1000)	Article 27(3)	Where the answer to field STS17 is 'No', confirmation that the originator's or original lender's credit-granting criteria, processes and systems in place are executed in accordance with Article 9 of Regulation (EU) 2017/2402.	N/A
SSTS19	Fiditalia is a financial intermediary enrolled in the register held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act and it is subject to supervision (for further details, see the section of the Prospectus headed "*Fiditalia* ").	Confirmation that the credit granting is subject to supervision	N/A (General Information)	(ALPHANUM-1000)	Article 27(3)	Where the answer to field STS17 is 'No', confirmation that the credit-granting as referred to in Article 27(3)(c) of Regulation (EU) 2017/2402 is subject to supervision.	N/A
SSTS20	Pursuant to the Transfer Agreement, the Originator has assigned and transferred without recourse (*pro soluto*) to the Issuer, which has purchased, in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and the provisions of Law 52, all of its right, title and interest in and to the Portfolio. The transfer of the Receivables included in the Portfolio has been rendered enforceable against any third party creditors of the Originator (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette no. 129 Part II of 30 October 2021, and (ii) the registration of the transfer in the companies' register of Trevisо-Belluno on 29 October 2021 (for further details, see the section of the Prospectus headed "*Description of the Transaction Documents - The Transfer Agreement* "). The true sale nature of the transfer of the Receivables and the validity and enforceability of the same is covered by the legal opinion issued by the legal counsel to the Arranger and the Lead Manager, which has been made available to the PCS and may be disclosed to any relevant competent authority referred to in article 29 of the EU Securitisation Regulation. As a general note, in this STS notification, except as (otherwise) defined or construed herein or in so far as the context otherwise required, words, expressions and capitalised terms used but not defined or construed herein shall have the meanings defined or construed in the prospectus with respect to the Red & Black Auto Italy securitisation dated 3 November 2021 (the **Prospectus**).	Transfer of the underlying exposures by true sale or assignment	Concise Explanation	(ALPHANUM-10000)	Article 20(1)	The STS notification shall provide a concise explanation on how the transfer of the underlying exposures is made by means of true sale or transfer with the same legal effect in a manner that is enforceable against the seller or any third party.	Item 3.3 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS521	The Originator would be subject to Italian insolvency laws that do not contain severe claw back provisions. Indeed, under the Warranty and Indemnity Agreement the Originator has represented that it is a financial intermediary enrolled with the register held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act and its "centre of main interests" (as such term is defined in article 3(1) of the EU Insolvency Regulation) is located within the territory of the Republic of Italy, pursuant to articles 2012 and 2013 of the EU Securitisation Regulation. In addition, although as at the date of the Prospectus 100 per cent. of the share capital of Fiditalia is owned by Société Générale, in case of insolvency of Société Générale the French laws would not *per se* apply to a possible claw back action aimed at the recovery of Fiditalia's assets on the basis that Fiditalia would be subject to insolvency proceedings only to the extent that it is found to be insolvent.	No severe clawback	Concise Explanation	(ALPHANUM-10000)	Article 20(2)	The STS notification shall provide a concise explanation on whether any of the severe clawback provisions referred to in Article 20 (2) (a) or (b) of Regulation (EU) 2017/2402 are found in the securitisation, and state whether the provisions in Article 20 (3) of Regulation (EU) 2017/2402 apply.	Item 3.3 of Annex 19 of Commission Delegated Regulation (EU) 2019/981
STS522	Not applicable	Exemption for clawback provisions in national insolvency laws	Confirmation	(ALPHANUM-1000)	Article 20(3)	In conjunction with STS521, where appropriate, the STS notification shall confirm whether there are no circumstances that could give rise to clawback provisions in accordance with Article 20 (1) and (2) of Regulation (EU) 2017/2402.	Item 3.3 of Annex 19 of Commission Delegated Regulation (EU) 2019/982
STS523	The Receivables arise from Loan Agreements directly entered into by Fiditalia as lender (for further details, see the section of the Prospectus headed "*The Portfolio - Eligibility Criteria* "); therefore, the requirements of article 20, paragraph 4, of the EU Securitisation Regulation are not applicable.	Transfer where the seller is not the original lender	Confirmation	(ALPHANUM-1000)	Article 20(4)	Where the seller is not the original lender, the STS notification shall provide a statement confirming that the securitisation complies with Article 20(1) to 20(3) of Regulation (EU) 2017/2402.	Item 3.3 of Annex 19 of Commission Delegated Regulation (EU) 2019/983
STS524	The transfer of the Receivables included in the Portfolio has been rendered enforceable against any third party creditors of the Originator (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette no. 129 Part II of 30 October 2021, and (ii) the registration of the transfer in the companies' register of Trevisо-Belluno on 29 October 2021 (for further details, see the section of the Prospectus headed "*Description of the Transaction Documents - The Transfer Agreement* "); therefore, the requirements of article 20, paragraph 5, of the EU Securitisation Regulation are not applicable.	Transfer performed by means of an assignment and perfected at a later stage	Concise Explanation	(ALPHANUM-10000)	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 securitisation, the STS notification shall provide a concise explanation on how and whether that perfection is effected at least through the required minimum pre-determined event triggers as listed in Article 20(5) of Regulation (EU) 2017/2402. Where alternative mechanisms of transfer are used, the STS notification shall confirm that an insolvency of the originator would not prejudice or prevent the SSPE from enforcing its rights.	Item 3.3 of Annex 19 of Commission Delegated Regulation (EU) 2019/984
STS525	Under the Warranty and Indemnity Agreement, the Originator has represented and warranted that, as at the Transfer Date, (i) each Receivable is fully and unconditionally in the ownership and availability of the Originator and is not subject to any attachment or seizure, nor to any other encumbrance in favour of third parties, and is freely transferable to the Issuer; (ii) the Originator has the exclusive and free ownership of all the Loans and Receivables and has not transferred, assigned or in any way sold to anyone other than the Issuer (neither in fact nor by way of security) any of the Loans or Receivables, nor has it created or permitted others to create or establish any security, pledge, encumbrance or other right, claim or any third parties' right over one or more Loans or Receivables in favour of persons other than the Issuer; (iii) neither the Loan Agreements nor any other agreement, deed or document relating thereto contain clauses or provisions pursuant to which the owner of the relevant Receivables is prevented from transferring, assigning or otherwise dispose of such Receivables, even if only in part. For further details, see the sections of the Prospectus headed "*The Portfolio - Other features of the Portfolio* " and "*Description of the Transaction Documents - The Warranty and Indemnity Agreement* ";	Representations and warranties	Concise Explanation	(ALPHANUM-10000)	Article 20(6)	The STS notification shall provide a concise explanation on whether there are representations and warranties provided by the seller that 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.	Item 2.2.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS526	The disposal of Receivables is permitted only in the following circumstances: (A) from the Issuer to the Originator, in case of breach of the representations and warranties made by the Origination under Clause 3.1 (*Loans and Receivables*) or 3.2 (*Data*) of the Warranty and Indemnity Agreement, pursuant to the terms set out therein, (B) from the Issuer to the Originator, in the context of the repurchase of the Portfolio, in case of exercise of a Portfolio Repurchase Option following the occurrence of a Clean-up Call Event or a Tax and Illegality Event (or in the context of the repurchase of individual Delinquent Receivables or Defaulted Receivables, in case of exercise of the Individual Receivables Repurchase Option), pursuant to the terms of the Transfer Agreement, (C) from the Issuer (or the Representative of the Noteholders on its behalf) to third parties in the context of the disposal of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in the event of an early redemption for Tax or Illegality Event, pursuant to the terms of the Intercreditor Agreement, and (D) from the Issuer (or the Servicer on its behalf) to third parties in the context of the sale of individual Defaulted Receivables pursuant to the terms of the Servicing Agreement. Therefore, none of the Transaction Documents provide for (i) a portfolio management which makes the performance of the Securitisation dependent both on the performance of the Receivables and on the performance of the portfolio management of the Securitisation, thereby preventing any investor in the Notes from modelling the credit risk of the Receivables without considering the portfolio management strategy of the Servicer; or (ii) a portfolio management which is performed for speculative purposes aiming to achieve better performance, increased yield, overall financial returns or other purely financial or economic benefit. For further details, see the sections of the Prospectus headed "*Description of the Transaction Documents - The Transfer Agreement*", "*Description of the Transaction Documents - The Servicing Agreement*", "*Description of the Transaction Documents - The Warranty and Indemnity Agreement*", "*Description of the Transaction Documents - The Intercreditor Agreement* " and "*The Portfolios - Eligibility Criteria* ".	Eligibility criteria which do not allow for active portfolio management of the underlying exposures on a discretionary basis	Concise Explanation	(ALPHANUM-10000)	Article 20(7)	The STS notification shall provide a concise explanation that: - the underlying exposures transferred from, or assigned by, the seller to the SSPE meet predetermined, clear and documented eligibility criteria which do not allow for active portfolio management of those exposures on a discretionary basis; - the selection and transfer of the underlying exposures in the securitisation is based on clear processes which facilitate the identification of which exposures are selected for or transferred into the securitisation and that they do not allow for their active portfolio management on a discretionary basis.	Section 2 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS527	The Portfolio satisfies the homogeneous conditions of article 20(8), first paragraph, of the EU Securitisation Regulation and the applicable Technical Standards. In particular, pursuant to the Warranty and Indemnity Agreement, the Originator has represented and warranted that, as at the Valuation Date and as at the Transfer Date, the Receivables comprised in the Portfolio are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flow of the asset type including their contractual, credit-risk and prepayment characteristics, for the purposes of article 20(8) of the EU Securitisation Regulation and the Technical Standards, given that: (i) all Receivables are originated by the Originator based on similar underwriting standards which apply similar approaches to the assessment of credit risk associated with the underlying exposures; (ii) all Receivables are serviced by the Originator according to similar servicing procedures; (iii) all Receivables fall within the same asset category of the relevant Technical Standards named "auto loans", and (iv) all Receivables reflect at least the homogeneity factor of the "type of obligor", since all Receivables arise from Loans in respect of which the Borrowers are individuals. In addition, under the Warranty and Indemnity Agreement the Originator has represented and warranted that (i) the Receivables comprised in the Portfolio contain obligations that are contractually binding and enforceable, with full recourse to the Debtors, pursuant to article 20(8), first paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria; and (ii) the Portfolio does not include any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU, pursuant to article 20(8), last paragraph, of the EU Securitisation Regulation. Finally, pursuant to the Eligibility Criteria set out in the Transfer Agreement, the Loans will be repayable in monthly instalments pursuant to the relevant amortisation plan (for further details, see the sections of the Prospectus headed "*The Portfolio* ", "*Description of the Transaction Documents - The Transfer Agreement* " and "*Description of the Transaction Documents - The Warranty and Indemnity Agreement* ").	Homogeneity of assets	Detailed Explanation	(ALPHANUM)	Article 20(8)	The STS notification shall provide a detailed explanation as to the homogeneity of the pool of underlying exposures backing the securitisation. For that purpose the originator and sponsor shall refer to the EBA RTS on homogeneity (Commission Delegated Regulation (EU) 2019/1851), and shall explain in detail how each of the conditions specified in the Article 1 of the Commission Delegated Regulation (EU) 2020/1224 are met.	Item 2.2.7 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS528	Under the Warranty and Indemnity Agreement, the Originator has represented and warranted that the Portfolio does not include any securitisation positions pursuant to article 20(9) of the EU Securitisation Regulation. Accordingly, the notified securitisation is not a re-securitisation (for further details, see the sections of the Prospectus headed "*The Portfolio - Other features of the Portfolio* " and "*Description of the Transaction Documents - The Warranty and Indemnity Agreement* ").	Underlying Exposure Obligations: no re-securitisation	Confirmation	(ALPHANUM-1000)	Article 20(9)	The STS notification shall confirm that the underlying exposures do not include any securitisation positions and that the notified securitisation is therefore not a re-securitisation.	Item 2.2 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS529	The Originator has represented and warranted that (i) the Loans from which the Receivables comprised in the Portfolio arise have been disbursed in the Originator's ordinary course of business; (ii) the Receivables comprised in the Portfolio have been originated by the Originator in accordance with credit policies which are no less stringent than those that the Originator applied at the time of origination to similar exposures that have not been assigned in the context of the Securitisation, pursuant to article 20(10), first paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria; (iii) the Originator has assessed the Debtors' creditworthiness in compliance with the requirements set out in article 8 of the Directive 2008/48/EC, pursuant to article 20(10), third paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria; and (iv) the Originator has been originating exposures of a similar nature to those securitised for more than 5 (five) years, pursuant to article 20(10), last paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria. For further details, reference is made to the sections of the Prospectus headed "*The Portfolios - Other features of the Portfolio* " and "*Description of the Transaction Documents - The Warranty and Indemnity Agreement* ".	Soundness of the underwriting standard	Detailed Explanation	(ALPHANUM)	Article 20(10)	The STS notification shall provide a detailed explanation: - as to whether the underlying exposures were originated in the lender's ordinary course of business and whether the applied underwriting standards were no less stringent that those applied at the same time of origination to exposures that were not securitised. - as to whether the underwriting standards and any material changes from prior underwriting standards have been or will be fully disclosed to potential investors without undue delay. - on how securitisations where the underlying exposures are residential loans, the pool of underlying exposures meet the requirement of the second paragraph of Article 20(10) of Regulation (EU) 2017/2402. - as to whether an assessment of the borrower's creditworthiness meets 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.	Item 2.2.7 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS530	Fiditalia S.p.A. (Fiditalia) is a joint-stock company duly incorporated under the laws of Italy and licenced to carry out lending activity pursuant to article 106 of the Consolidated Banking Act. Fiditalia is an established originator and servicer active in the auto loan market since 1981. Moreover, under the Warranty and Indemnity Agreement, Fiditalia has represented and warranted that it has been originating exposures of a similar nature to those securitised for more than 5 (five) years, pursuant to article 20(10), last paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria. Reference is also made to the sections of the Prospectus headed "*Fiditalia* ".	Originator/Lender Expertise	Detailed Explanation	(ALPHANUM)	Article 20(10)	The STS notification shall provide a detailed explanation as to whether the originator or original lender have expertise in originating exposures of a similar nature to those securitised.	Item 2.2.7 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS531	Under the Warranty and Indemnity Agreement, Fiditalia has represented and warranted that, as at the Valuation Date and as at the Transfer Date, the Portfolio does 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, who, to the best of Fiditalia's knowledge: (i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within 3 (three) years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within 3 (three) years prior to the Transfer Date; (ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history; or (iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than the ones of comparable exposures held by the Originator which have not been assigned under the Securitisation. For further details, see the sections of the Prospectus headed "*The Portfolios - Other features of the Portfolio* " and "*Description of the Transaction Documents - The Warranty and Indemnity Agreement* ".	Transferred underlying exposures without exposures in default	Detailed Explanation	(ALPHANUM)	Article 20(11)	The STS notification shall provide a detailed manner as to whether: - the transferred underlying exposures do not include, at the time of selection, defaulted exposures (or restructured exposures as defined in Article 20(11) of the Regulation (EU) 2017 2402 as applicable. - the securitisation contains any credit-impairedness at the time of securitisation as specified in Article 20(11) (a) to (c) of Regulation EU 2017/2402. - the requirements referred to in Article 20 (11) (b) of Regulation (EU) 2017/2402 are met ; - the requirements referred to in Article 20 (11) (c) of Regulation (EU) 2017/2402 are met.	Item 2.2.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS532	Pursuant to the Eligibility Criteria set out in the Transfer Agreement, the Receivables arise from Loans in respect of which (i) 3 (three) instalments have accrued and have been paid in full as at the Valuation Date. Accordingly, the exemption set forth in article 20, paragraph 12, of EU Securitisation Regulation is not applicable. Reference is made to the section of the Prospectus headed "*The Portfolio - Eligibility Criteria* ".	At least one payment at the time of transfer	Confirmation	(ALPHANUM-1000)	Article 20(12)	The STS notification shall confirm whether, at the time of transfer of the exposures, the debtors have made at least one payment. The STS notification shall also confirm whether or not the exemption under Article 20(12) applies.	Item 3.3 and 3.4.6 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS533	The Receivables comprised in the Portfolio arise from auto loans. Under the Warranty and Indemnity Agreement, the Originator has represented that there are no Receivables that depend on the sale of assets to repay their Outstanding Principal in contravention of the provisions of article 20, paragraph 13, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria since the Loans are not secured over any specified asset (for further details, see the sections of the Prospectus headed "*Portfolio* " and "*Description of the Transaction Documents - The Warranty and Indemnity Agreement* ").	Repayment of the holders shall not have been structured to depend predominantly on the sale of assets.	Detailed Explanation	(ALPHANUM)	Article 20(13)	The STS notification shall provide a detailed explanation of the degree of dependence of the repayments of the holders of the securitisation position on the sale of assets securing the underlying exposures.	Item 3.4.1 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS534	Under the Intercreditor Agreements the Originator has undertaken to retain, from the Issue Date, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, in accordance with option (c) of article 6(2) of the EU Securitisation Regulation (which does not take into account any relevant national measures) (for further details, see the sections of the Prospectus headed "*Description of the Transaction Documents - The Intercreditor Agreement* " and "*Risk retention and inaugency requirements* ").	Compliance with risk retention requirements	Concise Explanation	(LIST)	Article 21(1)	The STS notification shall provide a concise explanation as to how the originator, sponsor or original lender of a non-ABCP securitisation comply with the risk retention requirement as provided for in Article 6 of Regulation (EU) 2017/2402. These explanations shall in particular indicate which entity retains the material net economic interest and which option is used for retaining the risk including: (1) vertical slice in accordance with Article 6(2)(a) of Regulation (EU) 2017/2402;	Item 3.1 of Annex 9 and Item 3.4.3 of Annex 19 of Commission Delegated Regulation (EU) 2019/980

STS535	The Rate of Interest applicable to the Rated Notes is a floating rate equal to EURIBOR plus a margin (with zero floor). In order to mitigate any interest rate risk connected with the Rated Notes, the Issuer will enter into on or about the Issue Date a 1992 ISDA Master Agreement with the Swap Counterparty, together with the Schedule and the Credit Support Annex thereto and the confirmation documenting the interest rate swap transaction supplemental thereto, under which, subject to the conditions set out thereunder, the Issuer will pay to the Swap Counterparty a fixed amount, and the Swap Counterparty will pay to the Issuer a floating amount. For further details, see the sections of the Prospectus headed "*Terms and Conditions of the Notes* " (including Condition 5(c) *(Rates of Interest on the Notes*)) and "*Description of the Transaction Documents - The Swap Agreement* ". In addition, the Receivables are fixed rate and under the Warranty and Indemnity Agreement, the Originator has represented and warranted that, as at the Valuation Date and as at the Transfer Date, the Portfolio does not comprise any derivatives. For further details, see the sections of the Prospectus headed "*The Portfolio - Other features of the Portfolio*", "*Description of the Transaction Documents - The Warranty and Indemnity Agreement*" and Condition 4 (*Covenants*)). Finally, there is no currency risk since (i) under the 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. For further details, see the sections of the Prospectus headed "*Transaction Overview* ", "*Terms and Conditions of the Notes* " and "*Description of the Transaction Documents - The Warranty and Indemnity Agreement* ".	Mitigation of interest rates (IR) and currency risks (FX) Risks	Concise Explanation	[ALPHANUM-10000]	Article 21(2)	The STS notification shall provide a concise explanation as to whether the interest rates and currency risks are appropriately mitigated and that measures are taken to mitigate such risks and confirm that such measures are available to investors.	Item 3.4.2 and Item 3.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS536	Other than the Swap Agreement, no derivative contracts are entered or will be entered into by the Issuer. In this respect, the Issuer has covenanted not to enter into any derivative contracts save as expressly permitted by article 21, paragraph 2, of the EU Securitisation Regulation. For further details, see Condition 4 (*Covenants*), paragraph (g), of the section of the Prospectus headed "*Terms and Conditions of the Notes* ".	Derivatives Purchased/Sold by SSPE	Concise Explanation	[ALPHANUM-10000]		The STS notification shall explain in a concise manner that the SSPE has not entered into derivative contracts except in the circumstances referred to in Articles 21(2) of Regulation (EU) 2017/2402.	Item 3.4.2 and Item 3.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS537	The Swap Agreement has been documented under a 1992 ISDA Master Agreement, including the schedule thereto, a credit support annex and a confirmation between the Issuer and the Swap Counterparty entered into on or about the Issue Date. Reference is also made to section of the Prospectus headed "*Description of the Transaction Documents - The Swap Agreement* ".	Derivatives using common standards	Concise Explanation	[ALPHANUM-10000]		The STS notification shall provide a concise explanation on whether any hedging instruments used are underwritten and documented according to commonly accepted standards.	Item 3.4.2 and Item 3.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS538	Pursuant to the Eligibility Criteria set out in the Transfer Agreement, the Receivables arise from Loans having a fixed interest rate. In addition, (a) the rate of interest applicable to the Rated Notes is a floating rate equal to EURIBOR plus a margin (with zero floor) and the interest rate risk arising from the mismatch between the interest rate applicable on the Loans and the Rated Notes is appropriately mitigated through the Swap Agreement; (b) while the rate of interest applicable to the Junior Notes is a fixed rate. Therefore (i) with reference to the Rated Noted, any interest payments is calculated by reference to generally used market interest rates; and (ii) with reference to the Junior Notes, any interest payments do not reference complex formulae or derivatives. Reference is also made to Condition 5(c) *(Rates of Interest on the Notes*) of the section of the Prospectus headed "*Terms and Conditions of the Notes* ".	Referenced interest payments based on generally used interest rates	Concise Explanation	[ALPHANUM-10000]	Article 21(3)	The STS notification shall explain in a concise mannerwhether and how any referenced interest payments under the securitisation assets and liabilities are calculated by reference to generally used market interest rates or generally used sectoral rates reflective of the cost of funds.	Item 2.2.2 and Item 2.2.11 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS539	Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, (i) (a) the Class A Notes will rank pari passu and pro rata without preference or priority amongst themselves and in priority to the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes; (b) the Class B Notes will rank pari passu and pro rata without preference or priority amongst themselves and in priority to the Class C Notes, the Class D Notes and the Class J Notes, but subordinated to the Class A Notes; (c) the Class C Notes will rank pari passu and pro rata without preference or priority amongst themselves and in priority to the Class D Notes and the Class J Notes, but subordinated to the Class A Notes and the Class B Notes; (d) the Class D Notes will rank pari passu and pro rata without preference or priority amongst themselves and in priority to the Class J Notes, but subordinated to the Class A Notes, the Class B Notes and the Class C Notes; and (e) the Class J Notes will rank pari passu and pro rata without preference or priority amongst themselves, but subordinated to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes; (ii) no amount of cash shall be trapped in the Issuer Account that is necessary to ensure the operational functioning of the Issuer or the orderly payments of the amounts due under the Notes in accordance with the Post-Acceleration Priority of Payments and pursuant to the terms of the Transaction Documents; and (iii) as to repayment of principal, the Senior Notes will rank in priority to the Junior Notes; and (iv) the Issuer (or the Representative of the Noteholders on its behalf) may (with the consent of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed Extraordinary Resolution of the holders of the Most Senior Class of Notes) dispose of the Portfolio (in full or in part), subject to the terms and conditions of the Intercreditor Agreement, it being understood that no provisions shall require the automatic liquidation of the Portfolio (for further details, see Condition 3(b) *(Post-Acceleration Priority of Payments*) and Condition 9 *(Trigger Events*) of the section of the Prospectus headed "*Terms and Conditions of the Notes* "). See further STS6.40, 41, 42 and 43.	No trapping of cash following enforcement or an acceleration notice	Concise Explanation	[ALPHANUM-10000]	Article 21(4)	The STS notification shall explain concisely and in general terms that each of the requirements of Article 21(4) of Regulation (EU) 2017/2402 are met.	Item 3.4.5 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS540	Following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event, no amount of cash shall be trapped in the Issuer beyond what is necessary to ensure the operational functioning of the Issuer or the orderly payments of the amounts due under the Notes in accordance with the Post-Acceleration Priority of Payments and pursuant to the terms of the Transaction Documents. Reference is also made to Condition 3(b) *(Post-Acceleration Priority of Payments*) in the section of the Prospectus headed "*Terms and Conditions of the Notes* ".	(a) No amount of cash shall be trapped	Confirmation	[ALPHANUM-1000]	Article 21(4) (a)	The STS notification shall confirm that no cash would be trapped following the delivery of an enforcement or an acceleration notice.	Item 3.4.5 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS541	Following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event, any principal amount arising from the Receivables will be distributed to the Noteholders in accordance with the Post-Acceleration Priority of Payments. Reference is also made to Condition 3(b) *(Post-Acceleration Priority of Payments*) of the section of the Prospectus headed "*Terms and Conditions of the Notes* ".	(b) principal receipts shall be passed to investors	Confirmation	[ALPHANUM-1000]	Article 21(4) (b)	The STS notification shall confirm that principal receipts from the underlying exposures are passed to the investors via sequential amortisation of the securitisation positions, as determined by the seniority of the securitisation position.	Item 3.4.5 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS542	Following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Senior Notes will rank, as to repayment of principal, in priority to the Mezzanine Notes and the Junior Notes, and the Mezzanine Notes will rank in priority to the Junior Notes but subordinated to the Senior Notes, as before the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event. Therefore, the Post-Acceleration Priority of Payments provides for a repayment of the Noteholders in a sequential order, as determined by the seniority of their Notes and is not to be reversed with regard to such seniority. Reference is also made to Condition 3(b) *(Post-Acceleration Priority of Payments*) of the section of the Prospectus headed "*Terms and Conditions of the Notes* ".	(c) repayment shall not be reversed with regard to their seniority	Confirmation	[ALPHANUM-1000]	Article 21(4) (c)	The STS notification shall confirm that the repayment of the securitisation position is not to be reversed with regard to their seniority.	Item 3.4.5 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS543	Following the service of aTrigger Notice or the occurrence of an Issuer Insolvency Event, no automatic liquidation of the Portfolio at market value is envisaged under the Transaction Documents. Indeed, pursuant to the Intercreditor Agreement, the Issuer (or the Representative of the Noteholders on its behalf) may (with the prior consent of an Extraordinary Resolution of the Most Senior Class of Noteholders) or shall (if so directed Extraordinary Resolution of the Most Senior Class of Noteholders) dispose of the Portfolio (in full or in part), subject to the terms and conditions of the Intercreditor Agreement, it being understood that no provisions shall require the automatic liquidation of the Portfolio. Reference is also made to Condition 9 *(Trigger Events*) of the section of the Prospectus headed "*Terms and Conditions of the Notes* ".	(d) no provisions shall require automatic liquidation of the underlying exposures at market value	Confirmation	[ALPHANUM-1000]	Article 21(4) (d)	The STS notification shall confirm that not any provisions require automatic liquidation of the underlying exposures at market value.	Item 3.4.5 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS544	Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (Final redemption), Condition 6(d) (Early redemption for Tax or Illegality Event) or Condition 6(e) (Early redemption for Clean-up Call Event), repayments of principal on the Rated Notes shall be made: (i) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, in a sequential order; or (ii) during the Pro-Rata Redemption Period, pari passu and pro rata amongst all Classes of Rated Notes, in each case in accordance with the Pre-Acceleration Priority of Payments. Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (Final redemption), Condition 6(d) (Early redemption for Tax or Illegality Event) or Condition 6(e) (Early redemption for Clean-up Call Event), repayments of principal on the Notes shall be made in a sequential order, in each case in accordance with the Post-Acceleration Priority of Payments. The occurrence of any of the following events in respect of any Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (Final redemption), Condition 6(d) (Early redemption for Tax or Illegality Event) or Condition 6(e) (Early redemption for Clean-up Call Event), shall constitute a Sequential Redemption Event: (i) the Cumulative Gross Default Ratio with reference to the immediately preceding Collection Date is greater than 2.50 per cent.; (ii) the Uncured PDL Ratio with reference to such Payment Date is greater than 0.50 per cent.; or (iii) the Clean-up Call Event has occurred but the Portfolio Repurchase Option is not exercised by the Originator. Reference is also made to Condition 3(a) (Pre-Acceleration Priority of Payments), Condition 3(b) *(Post-Acceleration Priority of Payments)* and *Condition 6(c)* (Mandatory redemption) of the section of the Prospectus headed "Terms and Conditions of the Notes".	Securitisations featuring non-sequential priority of payments	Confirmation	[ALPHANUM-1000]	Article 21(5)	The STS notification shall confirm that transaction featuring non-sequential priority of payments include triggers relating to the performance of the underlying exposures resulting in the priority of payment reverting to sequential payments in order of seniority. The STS notification shall also confirm that such triggers include at least the deterioration in the credit quality of the underlying exposures below a predetermined threshold.	Item 3.4.5 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS545	Not applicable	Resolving securitisation with early amortisation events for termination of revolving period based on prescribed triggers	Concise Explanation	[ALPHANUM-10000]	Article 21(6)	The STS notification shall explain in a concise manner, where applicable, how the provisions or triggers in Art 21(6)(a) are included in the transaction documentation.	Items 2.3 and 2.4 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS546	Not applicable	(a) deterioration in the credit quality of the underlying exposures	Concise Explanation	[ALPHANUM-10000]	Article 21(6)(a)	The STS notification shall explain in a concise way where applicable, the provisions or triggers in Art 21(6)(a) are included in the transaction documentation.	Items 2.3 and 2.4 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS547	Not applicable	(b) occurrence of an insolvency-related event of the originator or servicer	Concise Explanation	[ALPHANUM-10000]	Article 21(6)(b)	The STS notification shall explain in a concise way, where applicable, how the provisions or triggers in Art 21(6)(b) are included in the transaction documentation.	Items 2.3 and 2.4 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS548	Not applicable	(c) value of the underlying exposures held by the SSPE falls below a pre-determined threshold	Concise Explanation	[ALPHANUM-10000]	Article 21(6)(c)	The STS notification shall explain in a concise way, where applicable, how the provisions or triggers in Art 21(6)(c) are included in the transaction documentation, using cross-references to the relevant sections of the underlying documentation where the information can be found	Items 2.3 and 2.4 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS549	Not applicable	(d) a failure to generate sufficient new underlying exposures meeting pre-determined credit quality (trigger for termination of the revolving period)	Concise Explanation	[ALPHANUM-10000]	Article 21(6)(d)	The STS notification shall explain in a concise way and where applicable, the provisions or triggers in Art 21(6)(d) of Regulation (EU) 2017/2402 are included in the transaction documentation.	Items 2.3 and 2.4 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS550	The contractual obligations, duties and responsibilities of the Master Servicer, the Sub-Servicer, the Representative of the Noteholders and the other service providers are set out in the relevant Transaction Documents. For further details, see the sections of the Prospectus headed "*Description of the Transaction Documents - The Servicing Agreement* ", "*Description of the Transaction Documents - The Sub-Servicing Agreement*", "*Description of the Transaction Documents - The Agency and Accounts Agreement* ", "*Description of the Transaction Documents - The Corporate Services Agreement*" and "*Terms and Conditions of the Notes* ".	(a)Information regarding contractual obligations of the servicer and trustee	Confirmation	[ALPHANUM-1000]	Article 21(7)(a)	The STS notification shall confirm that the transaction documentation specifies all of the requirements under Article 21(7) (a) of Regulation (EU) 2017/2402.	Item 3.2. of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS551	The Sub-Servicing Agreement and the Back-up Sub-Servicing Agreement contain provisions aimed at ensuring that a default by or an insolvency of the Sub-Servicer does not result in a termination of the servicing activity on the Portfolio, including the appointment of a Back-up Sub-Servicer from the Issue Date to replace Fiditalia upon termination of its appointment as Sub-Servicer in order to perform the "Primary Services" in accordance with the provisions of the Back-up Sub-Servicing Agreement (for further details, see the section of the Prospectus headed "*Description of the Transaction Documents - The Sub-Servicing Agreement* " and "Description of the Transaction Documents - The Back-up Sub-Servicing Agreement").	(b)Servicing Continuity Provisions	Confirmation	[ALPHANUM-1000]	Article 21(7)(b)	The STS notification shall confirm that the securitisation documentation expressly include requirements under Article 21(7) (b) of Regulation (EU) 2017/2402.	Item 3.2. of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS552	The Swap Agreement provides for the replacement of the Swap Counterparty in the case of its default, insolvency and other specified events. Reference is also made to section of the Prospectus headed "*Description of the Transaction Documents - The Swap Agreement* ".	(c)Derivative Counterparty Continuity Provisions	Confirmation	[ALPHANUM-1000]	Article 21(7)(c)	The STS notification shall confirm that the transaction documentation specifies all of the information under Article 21(7) (c) of Regulation (EU) 2017/2402.	Item 3.8. of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS553	The Agency and Accounts Agreement contains provisions aimed at ensuring the replacement of the Account Bank, in case of its default, insolvency or other specified events (for further details, see the section of the Prospectus headed "*Description of the Transaction Documents - The Agency and Accounts Agreement* ").	(c)Account Bank Continuity Provisions	Confirmation	[ALPHANUM-1000]	Article 21(7)(c)	The STS notification shall confirm that the transaction documentation specifies all of the information under Article 21(7) (c) of Regulation (EU) 2017/2402.	Item 3.8. of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS554	Fiditalia is an established originator and servicer active in the auto loan market since 1981. It is licensed to carry out lending activity pursuant to article 106 of the Banking Act. Pursuant to the Sub-Servicing Agreement, Fiditalia has represented and warranted that it has all skills, software, hardware, information technology and human resources necessary to comply with the efficiency standards required by the Sub-Servicing Agreement. In addition, the Sub-Servicer has represented and warranted it has expertise in sub-servicing exposures of a similar nature to those securitised for more than 5 years and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures. In addition, pursuant to the Sub-Servicing Agreement, the Back-Up Sub-Servicer and any substitute sub-servicer shall have expertise in sub-servicing exposures of a similar nature to those securitised and well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures. Reference is also made to the section of the Prospectus headed "*Description of the Transaction Documents - The Sub-Servicing Agreement* ".	Required expertise from the servicer and policies and adequate procedures and risk management controls in place	Detailed Explanation	[ALPHANUM]	Article 21(8)	The STS notification shall explain in detail how the requirements of Article 21(8) are met. As part of the explanation, references shall be made to any policies and procedures intended to ensure compliance with these requirements.	Item 3.4.6 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS555	The Servicing Agreement and the Collection Policies attached thereto set out in clear and consistent terms definitions, remedies and actions relating to delinquency and default of debtors, debt restructuring, debt forgiveness, forbearance, payment holidays, losses, charge offs, recoveries and other asset performance remedies. Reference is made to the sections of the Prospectus headed "*Description of the Transaction Documents - The Sub-Servicing Agreement* " and "*The Credit and Collection Policies* ".	Clear and consistent definitions relating to the treatment of problem loans	Confirmation	[ALPHANUM-1000]	Article 21(9)	The STS notification shall confirm that the underlying documentation sets out in clear and consistent terms, definitions, remedies and actions relating to the debt situations set out in Article 21(9) of Regulation (EU) 2017/2402.	Item 2.2.2 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS556	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. Pursuant to the Agency and Accounts Agreement and the Intercreditor Agreement, (i) the Calculation Agent has undertaken to prepare, on or prior to each ESMA Report Date, the SR Investor Report setting out certain information with respect to the Portfolio and the Notes (including, *inter alia* , the events which trigger changes in the Priorities of Payments), in compliance with the EU Securitisation Regulation and the applicable Technical Standards, and (ii) subject to receipt of the SR Investor Report from the Calculation Agent, the Reporting Entity has undertaken to make it available to the investors in the Notes through the Securitisation Repository. Reference is also made to sections of the Prospectus headed "*Terms and Conditions of the Notes* ", "*Description of the Transaction Documents - The Intercreditor Agreement* " and "*Description of the Transaction Documents - The Agency and Accounts Agreement* ".	Priorities of payment and triggers events	Confirmation	[ALPHANUM-1000]	Article 21(9)	The STS notification shall confirm that the securitisation documentation sets out the priorities of payment and trigger events pursuant to Articles 21(9) of Regulation (EU) 2017/2402.	Item 3.4.7 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS557	The Conditions (including the Rules of the Organisation of Noteholders attached thereto) contain clear provisions that facilitate the timely resolution of conflicts between Noteholders of different Classes, clearly define and allocate voting rights to Noteholders and clearly identify the responsibilities of the Representative of the Noteholders; therefore, the provisions of article 21, paragraph 10, of the Securitisation Regulation relating to the timely resolution of conflicts are met. Reference is also made to the section of the Prospectus headed "*Terms and Conditions of the Notes* ".	Timely resolution of conflicts between classes of investors & responsibilities of trustee	Confirmation	[ALPHANUM-1000]	Article 21(10)	The STS notification shall confirm whether the provisions under Article 21(10) of Regulation (EU) 2017/2402 relating to the timely resolutions of conflicts are met.	Items 3.4.7 and 3.4.8 of Annex 19 of Commission Delegated Regulation (EU) 2019/980
STS558	Under the Intercreditor Agreement Fiditalia has confirmed that, before pricing, as retainer of randomly selected exposures equivalent to not less than 5 per cent. of the nominal value of the securitised exposures and as initial holder of the Junior Notes, it has been in possession and has made available to potential investors in the Notes, through the Securitisation Repository and the Prospectus, data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised covering a period of at least 5 (five) years, and the sources of those data and the basis for claiming similarity, pursuant to article 22(1) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria. Reference is also made to section of the Prospectus headed "*Description of the Transaction Documents - The Intercreditor Agreement* ".	Historical Default and Loss Performance Data	Confirmation	[ALPHANUM-1000]	Articles 22 (1)	The STS notification shall confirm that the data required to be made available under Article 22(1) of Regulation (EU) 2017/2402 is available and shall state clearly where the information is available.	Items 2.2.2 of Annex 19 of Commission Delegated Regulation (EU) 2019/983
STS559	Pursuant to article 22(2) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria, an appropriate and independent party has verified prior to the Issue Date, (i) on a statistical basis, the integrity and referentiality of the information provided in the documentation and in the IT systems in respect of each selected position of a representative sample of the Provisional Portfolio; (ii) the accuracy of the data relating to the Provisional Portfolio disclosed in the sub-section headed "Description of the Portfolio" above; and (iii) the compliance of the data contained in the loan by loan data tape prepared by the Originator in relation to the Receivables comprised in the Provisional Portfolio with the Eligibility Criteria that are able to be tested prior to the Issue Date. Reference is also made to section of the Prospectus headed "*The Portfolio* ".	Sample of the underlying exposures subject to external verifications	Confirmation	[ALPHANUM-1000]	Article 22 (2)	The STS notification shall confirm that a sample of the underlying exposures was subject to external verification prior to the issuance of the securities by an appropriate and independent party.	N/A
STS560	Under the Intercreditor Agreement Fiditalia has confirmed that, before pricing, as retainer of randomly selected exposures equivalent to not less than 5 per cent. of the nominal value of the securitised exposures and as holder of the Junior Notes, it has been in possession and has made available to potential investors in the Notes, through the websites of Bloomberg and Intex (being, as at the date of the Prospectus, www.bloomberg.com and www.intex.com respectively), a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer pursuant to article 22(3) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria. Reference is also made to the section of the Prospectus headed "*Description of the Transaction Documents - The Intercreditor Agreement* ".	Availability of a liability cash flow model to potential investors	Confirmation	[ALPHANUM-1000]	Article 22 (3)	The STS notification shall confirm that a liability cash flow model is available to potential investors prior to pricing and state clearly where this information is available. After pricing, the STS notification shall confirm that such information is available to potential investors upon request.	N/A
STS561	Pursuant to the Sub-Servicing Agreement and the Intercreditor Agreement, the Sub-Servicer has undertaken to prepare the Loan by Loan Report setting out information relating to each Loan as at the end of the Collection Period immediately preceding the relevant ESMA Report Date (including, *inter alia*, the information related to the environmental performance of the assets financed by the relevant Loan, to the extent available), in compliance with the EU Securitisation Regulation and the applicable Technical Standards, and deliver it to the Reporting Entity in a timely manner in order for the Reporting Entity to make available such report to the holders of a securitisation position, the competent authorities and, upon request, to potential investors in the Notes on each ESMA Report Date. For further details, see the sections of the Prospectus headed "*Description of the Transaction Documents - The Intercreditor Agreement* ".	Publication on environmental performance of underlying exposures consisting of residential loans or car loans or leases*	Concise Explanation	[ALPHANUM-10000]	Article 22 (4)	The STS notification shall explain in a concise manner whether the information related to the environmental performance of the assets financed by residential loans, or auto loans or leases is available pursuant to Article 7 (1)(e) of Regulation (EU) 2017/2402 and state where the information is available.	N/A
STS562	Under the Intercreditor Agreement, the parties thereto have acknowledged that the Originator shall be responsible for compliance with article 7 of the EU Securitisation Regulation. Each of the Issuer and the Originator has agreed that the Fiditalia is designated as Reporting Entity, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation and, in such capacity as Reporting Entity, it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first subparagraph of article 7, paragraph 1 of the EU Securitisation Regulation and article 22 of the EU Securitisation Regulation. In addition, each of the Issuer and the Originator agrees that the Originator is designated as first contact point for investors and competent authorities pursuant to the third sub-paragraph of article 27(1) of the EU Securitisation Regulation. As to pre-pricing information, Fiditalia has confirmed that, before pricing, as retainer of randomly selected exposures equivalent to not less than 5 per cent. of the nominal value of the securitised exposures and as initial holder of the Junior Notes, it has been in possession and has made available to potential investors in the Notes, through the Securitisation Repository, the information under point (a) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and, in draft form, the information and documentation under points (b) and (d) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation. For further details see the sections of the Prospectus headed "*Description of the Transaction Documents - The Intercreditor Agreement* " and "*General Information* ".	Originator and sponsor responsible for compliance with Article 7	Confirmation	[ALPHANUM-1000]	Article 22 (5)	The STS notification shall confirm that: - the originator and the sponsor are complying with Article 7 of Regulation (EU) 2017/2402; - the information required by Article 7(1) (a) has been made available to potential investors before pricing upon request; - the information required by Article 7(1) (b) to (d) has been made available before pricing at least in draft or initial form.	N/A