

# **STS Term Verification Checklist**

## **SUNRISE SPV 50 S.R.L.**



PRIME COLLATERALISED SECURITIES (PCS) EU SAS

20 September 2023

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

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

This STS Term Verification 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 Verification Checklist are based on PCS' interpretation of the STS Regulation informed by (a) the text of the STS Regulation itself, (b) the EBA guidelines and recommendations issued in accordance with Article 19(2) of the STS 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.

**20 September 2023**

## 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 parties 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) – STS Verification

Individual(s) undertaking the assessment	Daniele Vella
Date of Verification	20 September 2023
<b>The transaction to be verified (the “Transaction”)</b>	<b>Sunrise SPV 50 S.r.l.</b>
Issuer	Sunrise SPV 50 S.r.l.
Originator	AGOS Ducato S.p.A.
Joint Arrangers	Crédit Agricole Corporate and Investment Bank, Milan Branch Banca Akros S.P.A
Transaction Legal Counsel	Legance - Allen & Overy
Rating Agencies	DBRS and Fitch
Stock Exchange	Luxembourg Stock Exchange
Closing Date	20 September 2023

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 authorised financial intermediary to an Italian SSPE.

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

*<<(a) for the purpose of compliance with article 20, paragraph 1, of the EU Securitisation Regulation, pursuant to the Master Transfer Agreement, the Originator (i) has assigned and transferred without recourse (pro soluto) to the Issuer, which has purchased, in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and the provisions of Law 52, all of its right, title and interest in and to the Initial Portfolio and (ii) may assign and transfer without recourse (pro soluto) to the Issuer, which shall purchase, in accordance with the combined provisions of article 1 and 4 of the Securitisation Law and the provisions of Law 52, all of its right, title and interest in and to each Subsequent Portfolio. (...)>>.*

PCS has been provided with and has reviewed a draft of the Italian law legal opinion provided by the transaction counsel. 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.

*At its origin, "True sale" was not a legal concept but it was 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 (20.1) 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 happens for no reasons. 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".*

*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 or "COMI".*

The second step would be to determine whether the relevant COMI 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.

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 jurisdictions 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 financial intermediary to operate in Italy, as confirmed through a search with the Bank of Italy’s website that PCS has separately made.

In the Prospectus it is also stated that <<As at the date of this Prospectus, Agos’ share capital is 61% owned by CACF, and 39% owned by Banco BPM.>> (see “THE ORIGINATOR AND THE SERVICER”), and <<As a finance company, Agos is subject to monitoring by Italy’s bank regulator. Agos’ business activities are also overseen on a consolidated basis within CACF by the French banking authorities.>>. We note that CACF is “Crédit Agricole Consumer Finance”.

Therefore, its COMI and its home member state are the Republic of Italy, which does not contemplate severe clawback provisions for securitisation transactions. In an insolvency /resolution procedure involving CACF, it may not be excluded that French insolvency laws become applicable. In any case, should French laws be deemed applicable to an insolvency procedure affecting Agos, PCS believes that French laws would not apply to a possible claw back action aimed at the recovery of Agos’ assets. In this respect, we also note the statement in §(b) of “COMPLIANCE WITH EU STS REQUIREMENTS”, where it is stated:

<<(b) for the purpose of compliance with articles 20, paragraph 2, and 20, paragraph 3, of the EU Securitisation Regulation, the Originator would be subject to Italian insolvency laws that do not contain severe claw-back provisions. Indeed, under the Senior Notes Subscription Agreement, the Originator has represented that it is a joint stock company authorized to operate as a financial intermediary (intermediario finanziario) pursuant to article 106 of the Banking Act and its “centre of main interests” (as that term is used in article 3(1) of the Regulation (EU) No. 848/2015 of 20 May 2015 on insolvency proceedings) is located within the territory of the Republic of Italy. In addition, although as at the date of this Prospectus 61 per cent. of the share capital of Agos is owned by Crédit Agricole Consumer Finance (“CACF”), in case of insolvency of CACF the French laws would not per se apply to a possible claw-back action aimed at the recovery of Agos’ assets on the basis that Agos would be subject to insolvency proceedings only to the extent that it is found to be insolvent;>>.

Italian insolvency laws provide 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 “2. RISKS RELATING TO THE UNDERLYING ASSETS” – “Assignment of Receivables and payments made to the Issuer upon disposal of the Receivables may be subject to claw-back upon certain conditions being met”, the transfer of the Receivables is not, in our view, subject to “severe clawback”.

**Article 20.1** (...) The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.

**Article 20.2** For the purpose of paragraph 1, any of the following shall constitute severe clawback provisions:

(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;

(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.

**Article 20.3.** For the purpose of paragraph 1, clawback provisions in national insolvency laws that allow the liquidator or a court to invalidate the sale of underlying exposures in case of fraudulent transfers, unfair prejudice to creditors or of transfers intended to improperly favour particular creditors over others, shall not constitute severe clawback provisions.

2

**STS Criteria**

2. The transfer of the title to the SSPE shall not be subject to severe clawback provisions in the event of the seller's insolvency.

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

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

As to the provisions set out in Article 20.2, neither of them applies: see statements in §(a) and (b) of section "COMPLIANCE WITH EU STS REQUIREMENTS": <<(...) *the Italian insolvency laws do not contain severe clawback provisions within the meaning of articles 20, paragraph 2, and 20, paragraph 3, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria*>>.

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 RISK FACTORS section headed "2. RISKS RELATING TO THE UNDERLYING ASSETS – Assignment of Receivables and payments made to the Issuer upon disposal of the Receivables may be subject to claw-back upon certain conditions being met", where it is stated that:

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

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

*In order to mitigate such risk, according to the Master Transfer Agreement, the Originator has provided the Issuer in respect of the Initial Portfolio with the following certificates: (i) a certificate of good standing (certificato di vigenza) issued by the competent Chamber of Commerce (Camera di Commercio) with non-insolvency statement (con dicitura di non insolvenza), and (ii) a solvency certificate issued by an authorised officer of the Originator, stating that the Originator is not subject to any insolvency proceeding. In addition, under the Master Transfer Agreement, the Originator has undertaken to provide the Issuer, in respect of each Subsequent Portfolio, with the following certificates if not already provided during the preceding 90 (ninety) days: (i) a certificate of good standing (certificato di vigenza) issued by the competent Chamber of Commerce (Camera di Commercio) with non-insolvency statement (con dicitura di non insolvenza), and (ii) a solvency certificate issued by an authorised officer of the Originator, stating that the Originator is not subject to any insolvency proceeding.>>.*



**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.

<b>3</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	<p>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.</p> <p><b>PCS Comments</b></p> <p>This requirement does not affect this transaction since the Receivables have been exclusively originated by Agos as lender.</p> <p>See statement in “COMPLIANCE WITH EU STS REQUIREMENTS”, paragraph (i), that &lt;&lt;each of the Receivables derives from duly executed Consumer Loan Agreements which have been granted by Agos in its ordinary course of business&gt;&gt;.</p> <p>This requirement is also met with respect of the Subsequent Portfolios. In particular, the Eligibility Criterion under §(iii) requires that &lt;&lt;the Receivables derive from Consumer Loan Agreements directly entered into by Agos;&gt;&gt;.</p> <p>The Eligibility Criteria apply also to Subsequent Portfolios: see section “TRANSACTION DOCUMENTS - Sale of Subsequent Portfolios”, which contains the following statement: &lt;&lt;(…) The purchase by the Issuer of such Subsequent Receivables shall be subject to the satisfaction of the relevant Subsequent Portfolio Purchase Conditions (...)&gt;&gt;</p> <p>The Subsequent Portfolio Purchase Conditions include the following conditions:</p> <p>(i) the Servicer has confirmed the compliance of the relevant Subsequent Portfolio with the Eligibility Criteria and the Concentration Limits;&gt;&gt;.</p>	

**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 affect 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? 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> <ul style="list-style-type: none"> <li>(a) severe deterioration in the seller credit quality standing;</li> <li>(b) insolvency of the seller; and</li> <li>(c) unremedied breaches of contractual obligations by the seller, including the seller’s default.</li> </ul> <p><b>PCS Comments</b></p>	

Article 20.5 does not affect this transaction, because the transfer is perfected.

Criterion 4 requires two steps:

- To determine whether the transfer of the assets is by means of an unperfected assignment; and
- If it is, whether the transaction contains the requisite triggers.

See §(d) in “COMPLIANCE WITH EU STS REQUIREMENTS”

*<<(d) with respect to article 20, paragraph 5, of the EU Securitisation Regulation, the transfer of the Receivables included in the Initial Portfolio has been rendered enforceable against any third party creditors of the Originator (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 Milano Monza Brianza Lodi (...), while the transfer of the Receivables included in each Subsequent Portfolio will be rendered enforceable against any third party creditors of the Originator (including any insolvency receiver of the same) through the payment of the relevant Initial Purchase Price to be paid by the Issuer to the Originator with formalities granting the date certain at law (data certa) pursuant to the combined provisions of articles 1 and 4 of the Securitisation Law and the applicable articles of Law 52 (for further details, see the section headed “Description of the Master Transfer Agreement”); therefore, the requirements of article 20, paragraph 5, of the EU Securitisation Regulation are not applicable;>>.*

See also “SELECTED ASPECTS OF ITALIAN LAW RELEVANT TO THE TRANSACTION – The Assignment” where it is stated that:

*<<Pursuant to article 4 of the Securitisation Law, which makes reference to the provisions of article 5, paragraphs 1, 1-bis and 2 of Law 52, as from the date of publication of the notice of transfer of the Initial Portfolio in the Official Gazette (the “Initial Portfolio Transfer Notice”), or with respect to the Receivables comprised in each Subsequent Portfolios, the date on which the Initial Purchase Price for the relevant Receivables has been paid (or will have been paid), in whole or in part, to the Originator in accordance with the terms of the Master Transfer Agreement and the relevant transfer agreement entered into pursuant to article 4 of the Master Transfer Agreement (the “Payment”), provided that the Payment has (or will have) a date certain at law (data certa), the assignment of the relevant Receivables from the Originator to the Issuer will become enforceable (opponibile) against:*

- (i) any prior assignees of the Receivables, who have not perfected their assignment by way of (A) notifying the relevant Debtors or (B) making the relevant Debtors acknowledge the assignment by an acceptance bearing a date certain at law (data certa) or in any other way permitted by applicable law, in each case prior to the date of publication of the Initial Portfolio Transfer Notice or, with respect to the Subsequent Portfolios, the date of the Payment;*
- (ii) a receiver in the insolvency of the Originator, to the extent that such state of insolvency has been declared after the date of publication of the Initial Portfolio Transfer Notice or, with respect to the Subsequent Portfolios, the date of the Payment; and*
- (iii) any creditors of the Originator who have not commenced enforcement by means of obtaining an attachment order (pignoramento) in respect of the relevant Receivable prior to the date of publication of the Initial Portfolio Transfer Notice or, with respect to the Subsequent Portfolios, the date of the Payment,*

*without the need to follow the ordinary rules under article 1265 of the Italian Civil Code as to making the assignment effective against third parties.>>.*

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.

In this respect, see the extensive explanation contained in “SELECTED ASPECTS OF ITALIAN LAW RELEVANT TO THE TRANSACTION – The Assignment”.

Although the transfer is not notified to the borrowers, the Italian legal opinion and Prospectus confirm that such notification is not required to fully perfect the transfer of ownership in the Receivables to the SSPE. In particular, although an individual notification to each Borrower is required to comply with 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 Master Transfer Agreement, nor their enforceability against any third party.

Accordingly, this transaction does not operate by way of an unperfected assignment and no specific triggers are required.

**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.

5

**STS Criteria**

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

**Verified?  
YES**

**PCS Comments**

See section "COMPLIANCE WITH EU STS REQUIREMENTS", § (e), which states:

*<<(e) for the purpose of compliance with article 20, paragraph 6, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement the Originator has represented and warranted that, as at the relevant Purchase Date, each Receivable is fully and unconditionally owned and available directly to Agos and, to the best of the Agos' knowledge, is not subject to any lien (pignoramento), seizure (sequestro) or other charge in favour of any third party (except any charge arising from the applicable mandatory law) or other charge in favour of any third party (including any company belonging to Agos' group) or otherwise in a condition that can be foreseen to adversely affect the enforceability of the transfer of Receivables under the Master Transfer Agreement and is freely transferable to the Issuer (for further details, see the sections headed "The Portfolios - Other features of the Portfolios" and "Description of the Warranty and Indemnity Agreement");>>.*

See also §(xxi) under "Description of the Warranty and Indemnity Agreement", in which the Originator has represented and warranted that:

*<<(xxi) Each Receivable is fully and unconditionally owned by and available directly to Agos and is not subject to any lien (pignoramento), seizure (sequestro) or other charge in favour of any third party (including any company belonging to Agos' group) or otherwise in a condition that can be foreseen to adversely affect the enforceability of the transfer of Receivables under the Master Transfer Agreement, also pursuant to article 20(6) of the EU Securitisation Regulation, and is freely transferable to the Issuer. Pursuant to the Consumer Loan Agreements, the transfer of the Receivables is not conditional upon the granting of any consent by the relevant Debtors. Agos holds direct, sole and unencumbered legal title to (I) each of the Initial Receivables and the Subsequent Receivables (other than the Extinguished Receivables) and (II) any other right, title and interest (other than those provided for under (I) above) deriving from each Consumer Loan, and has not assigned (also by way of security), participated, transferred or otherwise disposed of any of the Initial Receivables and the Subsequent Receivables (other than the Extinguished Receivables) or otherwise created or allowed the creation or constitution of any lien or charge in favour of any third party.>>.*

**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	<p><b>STS Criteria</b></p> <p>6. The underlying exposures transferred from, or assigned by, the seller to the SSPE shall meet pre-determined, clear and documented eligibility criteria....</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>The Glossary of Terms defines “Eligibility Criteria” as:</p> <p>&lt;&lt;“<b>Eligibility Criteria</b>” means the criteria applicable to the Initial Portfolio and each Subsequent Portfolio, as set out in schedule 1 of the Master Transfer Agreement.&gt;&gt;.</p> <p>In Section “THE PORTFOLIOS – Eligibility Criteria” it is stated that &lt;&lt;The Receivables have been selected on the basis of the Eligibility Criteria set out in the Master Transfer Agreement.&gt;&gt;.</p> <p>In respect of the Subsequent Portfolios, see “Description of the Master Transfer Agreement - Sale of Subsequent Portfolios”, where it is stated:</p> <p>&lt;&lt;The Originator may exercise the Sale Option to sell Subsequent Receivables to the Issuer by sending a Purchase Notice to the Issuer and the Securitisation Administrator, with copy to the Servicer, together with the Summary Report, containing the details in relation to the relevant Receivables. The purchase by the Issuer of such Subsequent Receivables shall be subject to the satisfaction of the relevant Subsequent Portfolio Purchase Conditions, which shall be confirmed by the Servicer in a confirmation notice to be sent on the relevant Confirmation Date to the Issuer, the Originator, the Securitisation Administrator and the Representative of the Noteholders, pursuant to article 4.(e) of the Master Transfer Agreement. Pursuant to the Master Transfer Agreement, the Sale Option may be exercised on a monthly basis.</p> <p>The Subsequent Portfolio Purchase Conditions include the following conditions:</p> <p>(i) the Servicer has confirmed the compliance of the relevant Subsequent Portfolio with the Eligibility Criteria and the Concentration Limits;</p> <p>(ii) the Securitisation Administrator and the Calculation Agent have received from the Servicer each Servicer’s Report concerning the previous Reference Periods;</p> <p>(iii) Agos has provided to the Issuer, if not already provided during the preceding 90 (ninety) days, a certificate of good standing (certificato di vigenza) issued by the competent Chamber of Commerce (Camera di Commercio) not more than 5 (five) Business Days before the relevant Purchase Notice Date, confirming that it is not involved in any relevant insolvency or restructuring proceedings; and (ii) a solvency certificate signed by a duly authorised director (amministratore) or other senior officer or authorised signatory, dated not before than 1 (one) Business Day before the relevant Notice Purchase Date. (...)&gt;&gt;.</p> <p>The EBA Guidelines clarify that “clear” does not mean easily readable or comprehended by a non-expert. In the Regulation a criterion is “clear” when a court or tribunal could determine whether, presumably in all cases, the criterion is met for each asset. In the Regulation, “clear” is about certainty of determination.</p> <p>PCS has read the eligibility criteria in the Prospectus. As they are mandatory, they meet the “predetermined” requirement. As they are in the Prospectus, they meet the “documented” requirement. PCS has also concluded that they allow determination in each case and so meet the “clear” requirement.</p>	
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>

**PCS Comments**

See paragraph (f) of Section “COMPLIANCE WITH EU STS REQUIREMENTS”, where it is stated that:

*<<(f) for the purpose of compliance with article 20, paragraph 7, the disposal of Receivables is permitted only in the following circumstances:*

*(A) from the Originator to the Issuer, in the context of the transfer of Subsequent Portfolios during the Purchase Period,*

*(B) from the Issuer to the Originator, in case of any misrepresentation of the Originator pursuant to the terms and conditions of the Warranty and Indemnity Agreement,*

*(C) from the Issuer to the Originator, in the context of the repurchase of the Portfolios in case of exercise of a Purchase Option or in the context of the repurchase of individual Receivables in case of exercise of the Partial Purchase Option (provided that (i) the Partial Purchase Option shall not be exercised by the Originator for speculative purposes aimed at achieving a better performance for the Securitisation; (ii) in case of the Defaulted Receivables, such option may be exercised by Agos only to the extent that the repurchase is aimed at facilitating the recovery and liquidation process with respect to those Defaulted Receivables, (iii) in case of individual Receivables other than the Defaulted Receivables, such option may be exercised by Agos in extraordinary circumstances only and in any case without prejudice to the interests of the Noteholders, and (iv) in any event the Receivables subject to repurchase shall have, as at the relevant repurchase date, a total Principal Amount Outstanding not exceeding Euro 54,000,00.00, in relation to the Partial Purchase Option provided for by article 17(a) of the Master Transfer Agreement, and not exceeding Euro 54,000,000.00, in relation to the Partial Purchase Option provided for by article 17(g) of the Master Transfer Agreement),*

*(D) from the Issuer (or the Representative of the Noteholders on its behalf) to third parties in the context of the disposal of the Portfolios following the delivery of a Trigger Notice, a Redemption for Taxation Notice or a Regulatory Event Notice (provided that in each case the Originator shall have respectively a call-option right or a pre-emption right in accordance with the provisions of the Master Transfer Agreement or the Intercreditor Agreement, as the case may be), and*

*(E) 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. In addition, the exposures that may be transferred to the Issuer after the Issue Date shall meet the Eligibility Criteria applied to the initial underlying exposures included in the Initial Portfolio (...)>>.*

See also the “Description of the Master Transfer Agreement” contained in the Section “TRANSACTION DOCUMENTS”, subsection “Partial purchase option”, and in the particular the provisions regulating the purchase price for the repurchased Receivables:

*<<(i) the purchase price of any Receivable which is not a Defaulted Receivable or a Delinquent Receivable is equal to the sum of (a) all the Principal Components still due on the related repurchase date (including those due but not paid) in respect of the repurchased Receivables, and (b) the Interest Components and the Expenses Components accrued up to the Cut-Off Date immediately following the date of exercise of the repurchase option referred to in this Clause and not paid (including those due but not paid) at that date; the purchase price of any Defaulted Receivable or Delinquent Receivable shall be equal to its market value, as determined by a third party independent arbitrator jointly appointed by the Parties, provided that such third party arbitrator shall in any case be independent from Agos and from any other party which provides services within the Securitisation;>>.*

The EBA Guidelines set out seven devices to repurchase securitised assets which are not to be considered indicative of “active portfolio management”. To the extent that a transaction only contains some or all of those seven devices and does not provide any other form of repurchase, then the STS criterion will be met. If the transaction should contain a repurchase device that is not included in the EBA’s list, then an analysis will need to be conducted as to whether this additional device offends against the principles set out in the EBA Guidelines (15.a and b) as defining “active portfolio management”.

PCS has reviewed the repurchase devices set out in the Prospectus and each is one of the seven allowable repurchase devices to consider this requirement satisfied.

<b>8</b>	<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></p> <p><b>YES</b></p>
	<p><b>PCS Comments</b></p> <p><i>This criterion is a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. 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. This is the case:</i></p> <p>The transaction is revolving and the Eligibility Criteria, as set out in “THE PORTFOLIOS”, shall apply to the Initial Portfolio and to each Subsequent Portfolio, at the relevant Valuation Date.</p> <p>See also the statement in “THE PORTFOLIOS - Eligibility Criteria”, that:</p> <p><i>&lt;&lt;The Receivables have been selected on the basis of the Eligibility Criteria set out in the Master Transfer Agreement. (...). The Initial Receivables met, as at the First Valuation Date, and the Subsequent Receivables will meet, as at the Valuation Date immediately preceding the relevant Purchase Date, the following Eligibility Criteria: (...)&gt;&gt;.</i></p> <p>See also point 6 above.</p>	

**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.

<b>9</b>	<p><b>STS Criteria</b></p> <p>9. The securitisation shall be backed by a pool of underlying exposures that are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit risk and prepayment characteristics. A pool of underlying exposures shall only comprise one asset type.</p>	<p><b>Verified?</b></p> <p><b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See section headed “THE PORTFOLIOS – Other features of the Portfolios” where it is represented that <i>&lt;&lt;10. As at the relevant Valuation Date and as at the relevant Purchase Date, the Initial Receivables are, and the Subsequent Receivables 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, pursuant to article 20, paragraph 8, of the EU Securitisation Regulation and the applicable Regulatory Technical Standards, given that:</i></p> <p><i>(i) all Receivables have been or will be, as the case may be, originated by Agos based on similar loan disbursement policies which apply similar approaches to the assessment of credit risk associated with the underlying exposures;</i></p> <p><i>(ii) all Receivables have been or will be, as the case may be, serviced by Agos according to similar servicing procedures;</i></p> <p><i>(iii) all Receivables fall or will fall, as the case may be, within the same asset category of the relevant Regulatory Technical Standards named “credit facilities to individuals for personal, family or household consumption purposes”; and</i></p>	

	<p><i>(iv) although no specific homogeneity factor is required to be met, as at the relevant Valuation Date all Debtors are (or will be, as the case may be) resident in the Republic of Italy.&gt;&gt;.</i></p> <p>The definition of “homogeneity” in the Regulation is the subject of a Regulatory Technical Standard (“RTS”). Being set out in an RTS, rather than a guideline or recommendation issued by the EBA, the definition of “homogeneity” is legally binding on all regulatory authorities.</p> <p>In interpreting the expression, PCS has based itself on the text of the Regulation, its knowledge of the intent of the legislators – including, crucially, the legislators’ belief that the STS Regulation was justified by the excellent performance of most “plain vanilla” European securitisations and the RTS adopted by the European Commission.</p> <p>Based on the above, it seems clear to PCS that the Regulation would not seek to exclude from the STS category securitisations that have performed extremely well and are universally considered “homogenous” by market participants. This does not exonerate any transaction from being analysed against this criterion but does set the background for such analysis.</p> <p>In the Transaction, the loans were underwritten on a similar basis, they are being serviced by Agos according to similar servicing procedures, they are a single asset class – consumer loans – and, based on the EBA’s suggested approach, 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 EU STS REQUIREMENTS”:</p> <p><i>&lt;&lt;(g) (...) In addition, under the Warranty and Indemnity Agreement the Originator has represented and warranted that (i) each of the Receivables derives from duly executed Consumer Loan Agreements; (ii) each Consumer 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;.</i></p> <p>See also §(i) where it is stated: <i>&lt;&lt;(i) (...) under the Warranty and Indemnity Agreement the Originator has represented and warranted that (i) each of the Receivables derives from duly executed Consumer Loan Agreements which have been granted by Agos in its ordinary course of business,&gt;&gt;.</i></p> <p>See also “Description of the Warranty and Indemnity Agreement”, where it is stated that:</p> <p><i>&lt;&lt;In particular, the Originator has represented and warranted, inter alia, as follows:</i></p> <p><i>(i) Each of the Receivables derives from duly executed Consumer Loan Agreements. Each Consumer 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, pursuant to article 20, paragraph 8, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.&gt;&gt;.</i></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>	



See provisions quoted in comments to point 10 above.

See also the definition of Debtor being <<any individual or any other obligor or co-obligor which is under the obligation to pay a Receivable comprised in the Portfolios (including any third party guarantor).>>.

**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.

12	<b>STS Criteria</b>	Verified? YES
	12. The underlying exposures shall have defined periodic payment streams, the instalments of which may differ in their amounts.	
	<b>PCS Comments</b>	
	See section headed "COMPLIANCE WITH EU STS REQUIREMENTS" sub §(g) and §(k), where it is stated that:  <<(g) (...) Finally, pursuant to the Eligibility Criteria set out in the Master Transfer Agreement and in accordance with the Warranty and Indemnity Agreement, the Consumer Loans will be repayable in instalments pursuant to the relevant Amortising Plan (...)>>.  <<(k) for the purpose of compliance with article 20, paragraph 12, of the EU Securitisation Regulation, pursuant to the Eligibility Criteria set out in the Master Transfer Agreement, the Receivables arise from Consumer Loans in respect of which at least the first and the second Instalments of the relevant Amortising Plan have become due and have been paid by the relevant Debtor as at the relevant Valuation Date (for further details, see the section headed "The Portfolios - Eligibility Criteria");>>.  See also point 13 below and the quoted R&Ws contained therein.  See also section headed "THE PORTFOLIOS – Eligibility Criteria" sub §(vi): <<(vi) the relevant Consumer Loan Agreements do not provide for either Balloon Loans nor loans providing for a final maxi instalment the amount of which is higher than the others Instalments of the relevant Amortising Plan;>>.  Balloon Loans (which are excluded from the Portfolios) are defined as: <<"Balloon Loans" means the loans granted by entering into the relevant consumer loan agreements, pursuant to which the final instalment is higher than the preceding instalments of the relevant amortisation plan; such loans also provide that the debtor may, at the maturity date of the final instalment, exchange the financed assets pursuant to the relevant consumer loan agreement, by entering into a new and different consumer loan agreement.>>.	
13	<b>STS Criteria</b>	Verified? YES
	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.	
	<b>PCS Comments</b>	
	See section headed "COMPLIANCE WITH EU STS REQUIREMENTS" sub §(l), where it is stated that <<(l) for the purpose of compliance with article 20, paragraph 13, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that each Consumer Loan Agreement provides for an Amortising Plan with 10 (ten), 11 (eleven) or 12 (twelve) Instalments in each calendar year. In addition, the Originator has represented and warranted that there are no Receivables that depend on the sale of assets to repay their outstanding principal balance at contract maturity, since the Consumer Loans are not secured over any specified assets; therefore, the repayment of the Notes has not been structured to depend predominantly on the sale of any asset>>.	



See also section headed "Description of the Warranty and Indemnity Agreement", representations sub §(xii) to (xv):

<<(xii) Each Consumer Loan Agreement provides for an Amortising Plan with 10 (ten), 11 (eleven) or 12 (twelve) Instalments in each calendar year having also a different amount.

(xiii) Each Consumer Loan Agreement, other than the Variable Interest Rate Consumer Loan Agreements, provides for a French scheme amortising plan (piano di ammortamento alla francese).

(xiv) Each reference period within the Amortising Plan provided for by the Variable Interest Rate Consumer Loan Agreements is structured as a French scheme amortising plan (piano di ammortamento alla francese).

(xv) The relevant Consumer Loan Agreements do not provide for Balloon Loans.>>.

See also the definitions of Instalment, Interest Component and Principal Component, as set out below:

<<"**Instalment**" means any instalment due pursuant to any Consumer Loan Agreements, in accordance with the relevant Amortising Plan and including the Principal Component, the Interest Component and Expenses Component.>>.

<<"**Interest Component**" means, with reference to each Receivable, the interest component of each Instalment which is due pursuant to the relevant Consumer Loan Agreement from (and including) the Financial Effective Date with reference to the Initial Receivables and from (and including) the relevant Valuation Date with reference to the Subsequent Receivables.>>

<<"**Principal Component**" means, with reference to each Receivable, the principal component of each Instalment (including the fees for the opening of the file due by the Debtor during the life of the Consumer Loan and the Insurance Premium) which is due pursuant to the relevant Consumer Loan Agreement from (and including) the Financial Effective Date with reference to the Initial Receivables and from (and including) the relevant Valuation Date with reference to the Subsequent Receivables.>>

From the analysis of the provisions /statements above, PCS is satisfied that the Consumer Loan Agreements have a predetermined amortisation plan that is not linked to the value (or the subsequent re-sale) of a specific asset and, therefore, this requirement is satisfied.

**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.

14

**STS Criteria**

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

**Verified?**  
**YES**

**PCS Comments**

See section headed "COMPLIANCE WITH EU STS REQUIREMENTS" sub §(g), where it is stated that:

<<(g) (...) (iii) as at the relevant Valuation Date and as at the relevant Purchase Date, the Initial Portfolio does not, and the Subsequent Portfolio will not, comprise any transferable securities, as defined in point (44) of article 4(1) of Directive 2014/65/EU>>.

<b>Article 20.9.</b> The underlying exposures shall not include any securitisation position.		
15	<b>STS Criteria</b> 15. The underlying exposures shall not include any securitisation position.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See section headed "COMPLIANCE WITH EU STS REQUIREMENTS" sub §(h), where it is stated that: <i>&lt;&lt;(h) for the purpose of compliance with article 20, paragraph 9, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement the Originator has represented and warranted that, as at the relevant Valuation Date and as at the relevant Purchase Date, the Initial Portfolio does not, and the Subsequent Portfolio will not, comprise any securitisation positions&gt;&gt;.</i> See also the Eligibility Criteria, as set out in the section "THE PORTFOLIOS".	
<b>Article 20.10.</b> 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> 16. The underlying exposures shall be originated in the ordinary course of the originator's or original lender's business.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub (i) the statement that <i>&lt;&lt;(i) for the purpose of compliance with article 20, paragraph 10, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement the Originator has represented and warranted that (i) each of the Receivables derives from duly executed Consumer Loan Agreements which have been granted by Agos in its ordinary course of business (...)&gt;&gt;.</i> See also section headed "Description of the Warranty and Indemnity Agreement", where, sub (xxxix) it is represented as follows: <i>&lt;&lt;(xxxix) Each of the Receivables derives from duly executed Consumer Loan Agreements which have been granted by Agos in its ordinary course of business. Agos has expertise in originating exposures of a similar nature to those assigned under the Securitisation, pursuant to article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria. The Consumer Loans have been granted in accordance with the loan disbursement policy applicable from time to time that is no less stringent than the loan disbursement policy applied by Agos at the time of origination to similar exposures that are not assigned under the Securitisation, pursuant to article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria. Agos has assessed the Debtors' creditworthiness in compliance with the requirements set out in article 8 of Directive 2008/48/EC.&gt;&gt;.</i>	
17	<b>STS Criteria</b> 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>Verified?</b> <b>YES</b>

**PCS Comments**

See the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub (i) the statement that <<(i) for the purpose of compliance with article 20, paragraph 10, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement the Originator has represented and warranted that (i) each of the Receivables derives from duly executed Consumer Loan Agreements which have been granted by Agos in its ordinary course of business, (ii) Agos has expertise in originating exposures of a similar nature to those assigned under the Securitisation from the date of its incorporation; (iii) the Consumer Loans have been granted in accordance with the loan disbursement policy applicable from time to time that is no less stringent than the loan disbursement policy applied by Agos at the time of origination to similar exposures that are not assigned under the Securitisation; and (iv) Agos has assessed the Debtors' creditworthiness in compliance with the requirements set out in article 8 of Directive 2008/48/EC. (...)>>.

See also section headed "Description of the Warranty and Indemnity Agreement", where, sub (xxxix) it is represented as follows:

<<(xxxix) (...) The Consumer Loans have been granted in accordance with the loan disbursement policy applicable from time to time that is no less stringent than the loan disbursement policy applied by Agos at the time of origination to similar exposures that are not assigned under the Securitisation, pursuant to article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria. (...) >>.

**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.

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

**PCS Comments**

See the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub § (aa) for the statements on compliance with transparency requirements, which include the obligation to make available to potential investors the underlying documentation before pricing, through the website of European DataWarehouse, and sub §(i) the statement that:

<<(i) for the purpose of compliance with article 20, paragraph 10, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement the Originator has represented and warranted that (...) In addition, under the Warranty and Indemnity Agreement Agos has undertaken to promptly inform the Calculation Agent of any material changes occurred after the Issue Date in the loan disbursement policy from time to time applicable in respect of the Receivables to be included in any Subsequent Portfolio, providing an explanation of any such change and an assessment of any impact it may have on the new Loans, in order for the Calculation Agent to include such information in the Inside Information and Significant Event Report to be sent to the Reporting Entity so that this latter is able to make available the Inside Information and Significant Event Report without delay to potential investors in the Notes, pursuant to article 20, paragraph 10, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria (for further details, see the sections headed "The Portfolios - Other features of the Portfolios" and "Description of the Warranty and Indemnity Agreement").>>.

See also section headed "Description of the Warranty and Indemnity Agreement", where it is represented as follows:

<<Pursuant to the Warranty and Indemnity Agreement, the Originator, inter alia, has undertaken to promptly inform the Calculation Agent of any material changes occurred after the Issue Date in the loan disbursement policy from time to time applicable in respect of the Receivables to be included in any Subsequent Portfolio, providing an explanation of any such change and an assessment of any impact it may have on the new Loans, in order for the Calculation Agent to include such information in the Inside Information and Significant Event Report to be sent to the Reporting Entity so that this latter is able to make available the Inside Information and Significant Event Report without delay to the investors in the Notes and potential investors in the Notes pursuant to article 20(10) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.>>.

The EBA Guidelines make clear that the part of the criterion referring to changes from prior underwriting is a future event criterion. It applies to changes in underwriting criteria that occur post-closing. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost.

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

A covenant to disclose such events is indeed present.

**Article 20.10.** In the case of securitisations where the underlying exposures are residential loans, the pool of loans shall not include any loan that was marketed and underwritten on the premise that the loan applicant or, where applicable intermediaries, were made aware that the information provided might not be verified by the lender.

<b>19</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	<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>	

**PCS Comments**

This requirement does not apply to consumer loans.

See in this respect the representation on homogeneity contained in the section headed “Description of the Warranty and Indemnity Agreement”, §(xxxiii)(C) that:

*<<(C) all Receivables fall or will fall, as the case may be, within the same asset category of the relevant Regulatory Technical Standards named “credit facilities to individuals for personal, family or household consumption purposes”; (...)>>.*

**Article 20.10.** The assessment of the borrower's creditworthiness shall meet the requirements set out in Article 8 of Directive 2008/48/EC or paragraphs 1 to 4, point (a) of paragraph 5, and paragraph 6 of Article 18 of Directive 2014/17/EU or, where applicable, equivalent requirements in third countries.

<b>20</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	<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>	

**PCS Comments**

See the section headed “COMPLIANCE WITH EU STS REQUIREMENTS”, sub §(i) the statement that *<<(i) for the purpose of compliance with article 20, paragraph 10, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement the Originator has represented and warranted that (i) each of the Receivables derives from duly executed Consumer Loan Agreements which have been granted by Agos in its ordinary course of business, (ii) Agos has expertise in originating exposures of a similar nature to those assigned under the Securitisation from the date of its incorporation; (iii) the Consumer Loans have been granted in accordance with the loan disbursement policy applicable from time to time that*

is no less stringent than the loan disbursement policy applied by Agos at the time of origination to similar exposures that are not assigned under the Securitisation; and (iv) Agos has assessed 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

**STS Criteria**

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

**Verified?  
YES**

**PCS Comments**

*An entity originating assets similar to those securitised for at least five years is deemed, according to the EBA Guidelines to have "expertise".*

See section "THE ORIGINATOR AND THE SERVICER":

*<<Agos Ducato S.p.A. (hereinafter Agos) is a joint-stock company incorporated under the laws of Italy, with registered office at Viale Fulvio Testi 280, 20126 Milan, Italy registered with the companies' register of Milan, Monza Brianza, Lodi under registration number 08570720154, authorized pursuant to article 106 of the Banking Act.>>.*

Ownership structure includes two banks, and Agos is also authorised as a financial intermediary itself and has been operating in the Italian market since more than two decades. It is therefore deemed to have the relevant origination expertise.

See also the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub § (i) the statement that *<<(i) for the purpose of compliance with article 20, paragraph 10, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement the Originator has represented and warranted that (i) each of the Receivables derives from duly executed Consumer Loan Agreements which have been granted by Agos in its ordinary course of business, (ii) Agos has expertise in originating exposures of a similar nature to those assigned under the Securitisation from the date of its incorporation; (iii) the Consumer Loans have been granted in accordance with the loan disbursement policy applicable from time to time that is no less stringent than the loan disbursement policy applied by Agos at the time of origination to similar exposures that are not assigned under the Securitisation; and (iv) Agos has assessed the Debtors' creditworthiness in compliance with the requirements set out in article 8 of Directive 2008/48/EC. (...)>>.*

**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...

<b>22</b>	<b>STC Criteria</b>	<b>Verified?</b> <b>YES</b>
	22. The underlying exposures shall be transferred to the SSPE after selection without undue delay...	
	<b>PCS Comments</b>	
	See the following definitions:	
	“ <b>Cut-Off Date</b> ” means 11:59 p.m. (Milan time) of the last day of each calendar month, provided that the first Cut-Off Date is the First Valuation Date.	
	“ <b>First Valuation Date</b> ” means 30 June 2023, at 23:59 (Milan time).	
	“ <b>Valuation Date</b> ” means:	
	(i) in relation to the Initial Portfolio, the First Valuation Date; or	
	(ii) in relation to each Subsequent Portfolio, the Cut-Off Date immediately preceding a Purchase Date (which in any case shall not fall more than 30 Business Days before the relevant Purchase Date).	
	“ <b>First Purchase Date</b> ” means date on which the Master Transfer Agreement has been executed.	
	“ <b>Optional Purchase Date</b> ” means, during the Purchase Period, the date on which the condition precedent provided for under article 4(e) of the Master Transfer Agreement has been satisfied.	
	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.	
	The Prospectus sets out the relevant dates of (i) the initial pool cut (see definition of First Valuation Date, being 30 June 2023) and (ii) the relevant transfer (see First Purchase Date, being 24 July 2023) and these are less than one month apart. This clearly meets the requirement.	
<b>23</b>	<b>STC Criteria</b>	<b>Verified?</b> <b>YES</b>
	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...	
	<b>PCS Comments</b>	
	See the section headed “COMPLIANCE WITH EU STS REQUIREMENTS”, sub §(j) in which it is stated:	
	<i>&lt;&lt;(j) for the purpose of compliance with article 20, paragraph 11, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement the Originator has represented and warranted that, as at the relevant Valuation Date and as at the relevant Purchase Date, the Initial Portfolio does not, and each Subsequent 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 Agos’ knowledge: (i) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer of the underlying exposures to the Issuer; (ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history; or (iii) has a credit assessment or</i>	

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 Agos which have not been assigned under the Securitisation (for further details, see the sections headed "The Portfolios - Other features of the Portfolios" and "Description of the Warranty and Indemnity Agreement");>>.

**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.

<b>24</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
	24. Or exposures to a credit-impaired debtor or guarantor, who, to the best of the originator's or original lender's knowledge:	
	<b>PCS Comments</b>	
	See the R&W mentioned under point 23 above.	
	<i>The note below applies to points from 24 to 29.</i>	
	<i>Although the text of the STS Regulation is quite vague, the EBA guidelines on defining "credit impaired" debtors are very helpful.</i>	
	<i>For PCS, the key points of the EBA guidelines on this issue are:</i>	
	<i>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.</i>	
	<i>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.</i>	
	<i>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.</i>	

	<p>Absent any further clarification from the EBA or a national competent authority regarding what it is reasonable to ignore, a judgement would still be necessary in cases where the originator does include in the pool some debtors with some negative entries in a credit registry.</p> <p>In making this judgement, PCS takes comfort from the intent of the legislators – including, crucially, the legislators’ belief that the STS Regulation was justified by the excellent performance of most “plain vanilla” European securitisation. It is clear to PCS that the “credit impaired” prohibition is driven by the desire of legislators to exclude from the STS category deals generally coming under the definition of “sub-prime”. Therefore, it is unreasonable to refuse STS status to a transaction considered by universal consensus to be a “prime/plain vanilla” transaction with no “sub-prime” aspects. Indeed, this approach seems to be the rationale behind the EBA Guidelines on this matter.</p> <p>c. <u>Thirdly</u>, the EBA Guidelines on guaranteed obligations make it clear that the criterion is met so long as either the debtor or the guarantor are not “credit impaired”.</p> <p>Based on the representation quoted in point 23 above, PCS reached sufficient evidence that this requirement is satisfied.</p>	
25	<p><b>STS Criteria</b></p> <p>25.(a) has been declared insolvent or had a court grant his creditors a final non-appealable right of enforcement or material damages as a result of a missed payment within three years prior to the date of origination.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See the R&amp;W mentioned under point 23 above.</p>	
26	<p><b>STS Criteria</b></p> <p>26. Or has undergone a debt-restructuring process with regard to his non-performing exposures within three years prior to the date of transfer or assignment of the underlying exposures to the SSPE, except if:</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See the R&amp;W mentioned under point 23 above.</p>	
27	<p><b>STS Criteria</b></p> <p>27. (i) a restructured underlying exposure has not presented new arrears since the date of the restructuring which must have taken place at least one year prior to the date of transfer or assignment of the underlying exposures to the SSPE; and</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See the R&amp;W mentioned under point 23 above.</p> <p>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.</p> <p>This requirement is, therefore, satisfied.</p>	
28	<p><b>STS Criteria</b></p>	<p><b>Verified?</b> <b>YES</b></p>



	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>PCS Comments</b> See point 27 above.	
29	<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 R&W mentioned under point 23 above.	
30	<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 R&W mentioned under point 23 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	<b>STS Criteria</b> 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.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub §(k) in which it is stated that:  <<(k) for the purpose of compliance with article 20, paragraph 12, of the EU Securitisation Regulation, pursuant to the Eligibility Criteria set out in the Master Transfer Agreement, the Receivables arise from Consumer Loans in respect of which at least the first and the second Instalments of the relevant Amortising Plan have become due and have been paid by the relevant Debtor as at the relevant Valuation Date (for further details, see the section headed "The Portfolios - Eligibility Criteria");>>.	

**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 EU STS REQUIREMENTS", sub §(l) in which it is stated that:

*<<(l) for the purpose of compliance with article 20, paragraph 13, of the EU Securitisation Regulation, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that each Consumer Loan Agreement provides for an Amortising Plan with 10 (ten), 11 (eleven) or 12 (twelve) Instalments in each calendar year. In addition, the Originator has represented and warranted that there are no Receivables that depend on the sale of assets to repay their outstanding principal balance at contract maturity, since the Consumer Loans are not secured over any specified assets; 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 - Other features of the Portfolios" and "Description of the Warranty and Indemnity Agreement");>>.*

PCS also notices that the underlying exposures are amortising loans.

See also point 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 EU 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 EU Securitisation Regulation, under the Subscription Agreements the Originator has undertaken to retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, in accordance with option (a) of article 6, paragraph 3, of the EU Securitisation Regulation and the applicable Regulatory Technical Standards (for further details, see the sections headed "Description of the Senior Notes Subscription Agreement and of the Mezzanine and Junior Notes Subscription Agreement" and "Regulatory disclosure and retention undertaking");&gt;&gt;.</i></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>Interest rate risk is hedged by means of a Hedging Agreement.</p> <p>See the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub §(n) in which it is stated that:</p> <p><i>&lt;&lt;(n) for the purpose of compliance with article 21, paragraph 2, of the EU Securitisation Regulation, in order to mitigate any interest rate risk connected with the Senior Notes, the Issuer has entered into a 1992 ISDA Master Agreement with the Hedging Counterparty on or about the Issue Date, 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 Hedging Counterparty a fixed amount, and the Hedging Counterparty will pay to the Issuer a floating amount (for further details, see Condition 6.2 (Rates of Interest) and the section headed "Description of the Hedging Agreement"). The execution of the Hedging Agreement by the Issuer constitutes an appropriate mitigation of the interest rate risk connected with the Senior Notes for the purpose of compliance with article 21, paragraph 2, of the EU Securitisation Regulation. In addition, (i) under the Warranty and Indemnity Agreement, the Originator has represented and warranted that the Receivables included in the Initial Portfolio have, and the Receivables included in each Subsequent Portfolio will have, a fixed interest rate pursuant to the relevant Consumer Loan Agreement, and (ii) the rate of interest applicable to the Mezzanine Notes and the Junior Notes will be a fixed rate pursuant to Condition 6.2 (Rates of Interest); therefore, there is no interest rate risk to be mitigated d in connection with the Mezzanine Notes and the Junior Notes as required by article 21, paragraph 2, of the EU Securitisation Regulation. For the purposes of article 21, paragraph 2, of the EU Securitisation Regulation, any payment risk arising from the mismatch between the interest rate on the Consumer Loans and the interest rate on the Notes is mitigated (i) by the Concentration Limit on the Interest Rate which shall be at least 7.5%; and (ii) with respect to (a) the Senior Notes, by the subordination of the Mezzanine Notes of each Class and the Junior Notes and the payments made by the Hedging Counterparty under the Hedging Agreement; (b) the Class B Notes, by the subordination of the Class C Notes, the Class D Notes, the Class E Notes and the Junior Notes; (c) the Class C Notes, by the subordination of the Class D Notes, the Class E Notes and the Junior Notes; (d) the Class D Notes, by the subordination of the Class E Notes and the Junior Notes; (e) the Class E Notes, by the subordination of the Junior Notes; and (f) to a lesser</i></p>		

extent in respect of all Classes of Notes, by the amounts standing to the credit of the Rata Posticipata Cash Reserve Account, the Payment Interruption Risk Reserve Account and the Cash Reserve Account. (...)>>.

Clearly and explicitly, "appropriate" hedging does not require "perfect" hedging. This is confirmed by the EBA Guidelines which require the hedges to cover a "major share" of the risk from an "economic perspective". However, the definition of "appropriate" hedging or a "major share" of the risk will always contain an element of subjectivity and must be analysed on a case by case basis.

The fact that the Regulation was crafted by the legislators to recognise existing high quality European securitisations rather than raise the bar to a level not previously encountered, together with the common-sense approach of the EBA, leads to the conclusion that transactions considered adequately hedged by common investor and rating agency consensus should be held to meet this criterion.

This still requires an analysis of the matter. Since PCS is not a quantitative analysis provider or a credit rating agency, our verification is based on a second-hand analysis which focuses on:

- A statement in the Prospectus or other document setting out the boundary conditions of the hedging. This should state in effect how far the hedging stretches and under what scenario's it will break. For example, if interbank rates rise above X%. This will provide a common-sense feel for whether, at first glance, the hedging is reasonable.
- Risk Factors section of the Prospectus to check that no statements refer to the risks of "unhedged positions". This is based on the legal requirement to disclose any relevant information to investors. If the originator or its advisers believed that the hedging in a transaction was unusually light, this should be disclosed in the Risk Section.
- Where available, the "pre-sale" report from a recognised credit rating agency (if used) so as to identify any issues with hedging. Again, rating agencies as credit specialists should highlight in their analysis any substantial and unusual hedging risks.

In the case at hand, having considered the statements in the Prospectus and, particularly, the risk factors and the description of the interest rate applicable to the Receivables and to the Notes, PCS reached the conclusion that this requirement is satisfied.

35	<b>STS Criteria</b> 35. Currency risks arising from the securitisation shall be appropriately mitigated.	<b>Verified?</b> <b>YES</b>
	<p><b>PCS Comments</b></p> <p>See the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub §(n) in which it is stated that:</p> <p>&lt;&lt;(n) (...) 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 Consumer Loan Agreements which are denominated in Euro, and (ii) pursuant to the Conditions, the Notes are denominated in Euro (...);&gt;&gt;.</p> <p>See also the definition of "Basic Terms Modification" in Article 2 of the Rules, which includes</p> <p>&lt;&lt;(e) a change of the currency of payment of the relevant Class of Notes or of the date or priority of redemption of the relevant Class of Notes;&gt;&gt;.</p>	
36	<b>STS Criteria</b> 36. Any measures taken to that effect shall be disclosed.	<b>Verified?</b> <b>YES</b>
	<p><b>PCS Comments</b></p> <p>As to interest rate risk no specific hedging is deemed necessary, as set out in comments to point 34 above.</p>	

No measure is taken as to currency risk, since there's no currency risk. See point 35 above.

See also the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub §(n).

**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>	<p><b>STS Criteria</b></p> <p>37. Except for the purpose of hedging currency risk or interest rate risk, the SSPE shall not enter into derivative contracts and...</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub §(n) where it is stated that</p> <p><i>&lt;&lt;(...) (ii) under the Conditions, the Issuer has undertaken that, for so long as any amount remains outstanding in respect of the Notes, it shall not enter into derivative contracts other than the Hedging Agreement save as expressly permitted by article 21, paragraph 2, of the EU Securitisation Regulation (...)&gt;&gt;.</i></p> <p>See also the definition of Eligible Investments, where it is specified that</p> <p><i>&lt;&lt;(...) It is understood that the Eligible Investments shall not include (i) the Notes or other notes issued in the context of transactions related to the Securitisation or other securitisation transactions nor (ii) credit-linked notes, swaps or other derivatives instruments or synthetic securities.&gt;&gt;.</i></p>	
<b>38</b>	<p><b>STS Criteria</b></p> <p>38. ...Shall ensure that the pool of underlying exposures does not include derivatives.</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub §(n) where it is stated that</p> <p><i>&lt;&lt;(...) In addition, (i) under the Warranty and Indemnity Agreement, the Originator has represented and warranted that, as at the relevant Valuation Date and as at the relevant Purchase Date, the Initial Portfolio does not, and the Subsequent Portfolio will not, comprise any derivatives, (...)&gt;&gt;.</i></p> <p>See also the "Eligibility Criteria" set out in the section "THE PORTFOLIOS" <i>&lt;&lt;(iii) the Receivables derive from Consumer Loan Agreements directly entered into by Agos;&gt;&gt;.</i></p> <p>See also point 37 above.</p>	

39	<b>STS Criteria</b> 39. Those derivatives shall be underwritten and documented according to common standards in international finance.	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> See points 34 above.	

**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> 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>Verified?</b> <b>YES</b>
	<b>PCS Comments</b> As for assets, see the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub §(o): <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 (sub § (o) it is stated that &lt;&lt;(o) for the purpose of compliance with article 21, paragraph 3, of the EU Securitisation Regulation, (i) under the Warranty and Indemnity Agreement, the Originator has represented and warranted that, the Receivables included in the Initial Portfolio have, and the Receivables included in each Subsequent Portfolio will have, a fixed interest rate pursuant to the relevant Consumer Loan Agreement. (...)&gt;&gt;).</li> </ul> As for liabilities, see the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub §(o): <ul style="list-style-type: none"> <li>the rate of interest applicable to the Senior Notes is calculated by reference to Euribor;</li> <li>therefore, (i) any referenced interest payment under the Senior Notes is based on generally used market interest rates, (ii) the rate of interest applicable to the Mezzanine Notes and the Junior Notes is a fixed rate, and (iii) any interest payments in respect of the Notes does not reference complex formulae or derivatives (for further details, see Condition 6.2 (Rates of Interest))</li> <li>the excess spread is taken out through a deferred purchase price mechanism (see last items of the PoP), equal to the difference between (i) the Issuer Available Funds as at the relevant Payment Date and (ii) the sum of all payments due in priority to the Deferred Purchase Price, according to the applicable Priority of Payments (see Description of the Master Transfer Agreement – Purchase Price).</li> </ul> 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>	<b>STC Criteria</b>	<b>Verified? YES</b>
	<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>PCS Comments</b></p> <p>See the "Post-Acceleration Priority of Payments" set out in Condition 4.2.</p> <p>PCS notes that in a Post-Acceleration scenario, no amount of cash shall be trapped in the Issuer beyond what is necessary to ensure the payment of "Expenses".</p> <p>Expenses are defined as</p> <p><i>&lt;&lt;(a) any and all outstanding fees, costs, expenses, Taxes and other liabilities to be paid in order to preserve the corporate existence of the Issuer, to maintain it in good standing, to comply with applicable legislation and to fulfil obligations to third parties (other than the Other Issuer Creditors) incurred in the course of the Issuer's business in relation to the Securitisation; and</i></p> <p><i>(b) any and all outstanding fees, costs, expenses and Taxes required to be paid in connection with the listing, deposit or ratings of the Notes, or any notice to be given to the Noteholders or the other parties to any Transaction Document.&gt;&gt;.</i></p> <p>PCS is satisfied that these Expenses are therefore only amounts necessary to ensure the operational functioning of the SSPE or the orderly repayment of investors, or upon liquidation of the Issuer, the final expenses for liquidation.</p>	
<b>42</b>	<b>STC Criteria</b>	<b>Verified? YES</b>
	<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>PCS Comments</b></p> <p>We note that the "Post-Acceleration Priority of Payments", applicable in a post enforcement scenario, contemplates only sequential payments (see items from sixth onwards).</p>	

	On this basis PCS is prepared to verify this requirement.	
43	<b>STS Criteria</b> 43. (c) Repayment of the securitisation positions shall not be reversed with regard to their seniority; and	<b>Verified?</b> <b>YES</b>
	<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> <b>YES</b>
	<b>PCS Comments</b> See the section headed "COMPLIANCE WITH EU STS REQUIREMENTS", sub §(p)(iii) 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 holders of the Most Senior Class of Notes) or shall – as the case may be in accordance with the Conditions – (if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes) dispose of the Portfolios (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 Portfolios (for further details, see Condition 4.2 (Post-Acceleration Priority of Payments) and Condition 10 (Trigger Events and Early Termination Events))&gt;&gt;.</i> See also "TRANSACTION OVERVIEW" – Trigger Events, last paragraph, where it is stated that: <i>&lt;&lt;(…) In addition, following the service of a Trigger Notice and in accordance with the Intercreditor Agreement, the Issuer shall, if so requested by the Representative of the Noteholders, dispose of the Portfolios if certain conditions are satisfied. However, no provisions in the Conditions require the automatic liquidation of the Portfolios pursuant to article 21, paragraph 4, letter d of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.&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> <b>YES</b>
	<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 acceleration scenario (see Conditions 4.1 and 4.2 in "TERMS AND CONDITIONS OF THE NOTES"). 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).

<b>46</b>	<p><b>STS Criteria</b></p> <p>46. The transaction documentation shall include appropriate early amortisation provisions or triggers for termination of the revolving period where the securitisation is a revolving securitisation, including at least the following:</p> <p>(a) a deterioration in the credit quality of the underlying exposures to or below a pre-determined threshold;</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>This provision applies to transactions with a revolving period. This transaction contemplates a revolving period and such period would terminate upon the service of an Early Termination Notice, as set out in Condition 10 (<i>Trigger Events and Early Termination Events</i>).</p> <p>In particular, see the statement in “TRANSACTION OVERVIEW” – “Early Termination Events”:</p> <p><i>&lt;&lt;Upon service of an Early Termination Notice no more purchases of Receivables shall take place under the Master Transfer Agreement and, where the Early Termination Event consists of the delivery of a Trigger Notice, the Notes shall become repayable in accordance with Condition 5.2 (Post-Acceleration Priority of Payments).&gt;&gt;.</i></p> <p>As to compliance, specifically with the requirement under 21(6)(a), it is noted that the occurrence of any of the following events will constitute an Early Termination Event (see Condition 11.2(<i>Trigger Events and Early Termination Events</i>)) and definition of Early Termination Event, which includes the following events:</p> <p><i>&lt;&lt;(i) on any Calculation Date, the Delinquent Ratio exceeds the Delinquent Relevant Threshold; or&gt;&gt;; and</i></p> <p><i>&lt;&lt;(k) on 2 (two) consecutive Calculation Dates, the Default Ratio exceeds the Default Relevant Threshold; (...)&gt;&gt;.</i></p>	
<b>47</b>	<p><b>STS Criteria</b></p> <p>47. (b) the occurrence of an insolvency-related event with regard to the originator or the servicer;</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>The occurrence of any of the following events will constitute an Early Termination Event (see Condition 11.2) and definition of Early Termination Event:</p> <p><i>&lt;&lt;(d) Agos or any third party Servicer is declared insolvent or becomes subject to insolvency proceedings; a liquidator or administrative receiver is appointed or a resolution is passed for such appointment; a resolution is passed by Agos or by the relevant third party Servicer for the commencement of any of such proceedings or the whole or any substantial part of Agos’s assets are subject to enforcement proceedings; or</i></p> <p><i>(e) Agos or any third party Servicer carries out any action for the purpose of rescheduling its own debts, in full or with respect to a material portion thereof, or postponing the maturity dates thereof, enters into any extrajudicial arrangement with all or a material portion of its creditors (including any arrangement for the assignment of its assets in favour of its creditors),</i></p>	

*files any petition for the suspension of its payments or any court grants a moratorium for the fulfilment of its debts or the enforcement of the security securing its debts and the Representative of the Noteholders, in its justified opinion, deems that any of the above events has or may have a material adverse effect on Agos's or third party Servicer's financial conditions; or*

*(f) a resolution is passed for the winding up, liquidation or dissolution of Agos or any third party Servicer, except a winding up for the purposes of or pursuant to an amalgamation or reconstruction not related to the events specified under paragraphs (d) and (e) above;>>.*

<b>48</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>48. (c) the value of the underlying exposures held by the SSPE falls below a pre-determined threshold (early amortisation event);</p> <p><b>PCS Comments</b></p> <p>The occurrence of the following events will constitute an Early Termination Event (see Condition 11.2) and definition of Early Termination Event:  <i>&lt;&lt;(l) on any Calculation Date, the total balance of the General Account (taking into account also the payment to be effected for the purchase of the Subsequent Portfolio at the immediately succeeding Payment Date) is higher than 15% of the Principal Amount Outstanding of the Receivables included in the Initial Portfolio as of the First Valuation Date;&gt;&gt;.</i></p>	
<b>49</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<p>49. (d) a failure to generate sufficient new underlying exposures that meet the pre-determined credit quality (trigger for termination of the revolving period).</p> <p><b>PCS Comments</b></p> <p>The occurrence of any of the following events will constitute an Early Termination Event (see Condition 11.2) and definition of Early Termination Event:  <i>&lt;&lt;(l) on any Calculation Date, the total balance of the General Account (taking into account also the payment to be effected for the purchase of the Subsequent Portfolio at the immediately succeeding Payment Date) is higher than 15% of the Principal Amount Outstanding of the Receivables included in the Initial Portfolio as of the First Valuation Date;&gt;&gt;; and</i>  <i>&lt;&lt;(m) Agos has not exercised the Sale Option for 3 (three) consecutive Optional Purchase Dates&gt;&gt;.</i></p>	

**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.

<b>50</b>	<b>STS Criteria</b> 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;	<b>Verified?</b> <b>YES</b>
<b>PCS Comments</b>		
<p>For the Servicer, see section "Description of the Servicing Agreement", where it is stated that:</p> <p>&lt;&lt;Pursuant to the terms of the Servicing Agreement, the Servicer shall be responsible for, inter alia, the following activities:</p> <ul style="list-style-type: none"> <li>(a) management, administration and collection of the Receivables and issuance of the relating receipts;</li> <li>(b) with regards to any Defaulted Receivable, any activity related thereto, including the enforcement of the relevant securities, the negotiation of any settlement agreement, the bringing of legal proceedings or the appearing in pending legal proceedings or, as the case may be, the commencement of insolvency proceedings, exercising the utmost diligence in administering and recovering the Defaulted Receivables, in compliance with the provisions of the Servicing Agreement; and</li> <li>(c) taking all necessary action to safeguard the Issuer's claims, including all actions to maintain the security and for the continuation of the Financed Insurance Policies and the Agos Insurance Policies.&gt;&gt;. <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 26 (Duties and Powers of the Representative of the Noteholders).</p> <p>See also the description of the Intercreditor Agreement contained in "Description of the Intercreditor Agreement" and, in particular, the following duty of the Representative of the Noteholders:</p> <p>&lt;&lt;(…) following the service of a Trigger Notice, the Representative of the Noteholders shall be entitled, inter alia, to instruct (acting upon instructions of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) the Issuer to dispose, in whole or in part, the Portfolios, provided that, inter alia, a reputable financial institution chosen by the Representative of the Noteholders, has given a written confirmation that the proposed sale price is fair. (…)&gt;&gt;.</p> <p>For the other ancillary service providers, see sections "Description of the Cash Allocation, Management and Payments Agreement", "Description of the Corporate Services Agreement" and "Description of the Stichting Corporate Services Agreement".</p> </li></ul>		
<b>51</b>	<b>STS Criteria</b> 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	<b>Verified?</b> <b>YES</b>

**PCS Comments**

See "Description of the Servicing Agreement", which contains a summary of the servicing continuity provisions contained in the Servicing Agreement:

*<<Under the Servicing Agreement, the Issuer may at any time appoint, with the cooperation of the Back-up Servicer Facilitator, a back-up servicer having the requirements provided for in article 11(e) of the Servicing Agreement (including, inter alia, expertise in servicing exposures of a similar nature to those securitised and well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures in compliance with article 21, paragraph 8, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria) and who undertakes to succeed the Servicer upon termination of the mandate conferred to this latter pursuant to article 11 of the Servicing Agreement or in case the Servicer has duly exercised its withdrawal right pursuant to article 23(b) of the Servicing Agreement (the "Back-up Servicer").*

*Any Substitute Servicer and Back-up Servicer must comply with certain features set forth in the Servicing Agreement. In particular, any Substitute Servicer and Back-up Servicer shall, inter alia, have expertise in servicing exposures of a similar nature to those securitised for and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures, in accordance with article 21(8) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria. (...)>>.*

Substitute Servicer is defined as follows:

*<<"Substitute Servicer" means the new entity which shall be appointed by the Issuer in order to replace the Servicer in case of removal or withdrawal of the Servicer pursuant to article 11 or article 23(b), respectively, of the Servicing Agreement.>>.*

52

**STS Criteria**

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.

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

As for the Hedging Counterparty, see the following statement in "Description of the Intercreditor Agreement":

*<<Under the Intercreditor Agreement, the Issuer has covenanted with the Representative of the Noteholders that, in the event of early termination of the Hedging Agreement, including any termination upon failure by the Hedging Counterparty to perform its obligations, it will use reasonable commercial endeavours to find, in consultation with the Originator, a suitably rated replacement hedging counterparty which is willing to enter into a replacement hedging agreement substantially on the same terms as the Hedging Agreement.>>.*

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

As for the account bank, see the statement in "COMPLIANCE WITH EU STS REQUIREMENTS", §(s):

*<<(…) Finally, the Cash Allocation, Management and Payments Agreement and the Intercreditor Agreement contain provisions aimed at ensuring the replacement of the Account Bank and the Hedging Counterparty, respectively, in case of its default, insolvency or other specified events (...)>>.*

See also the section "Description of the Cash Allocation, Management and Payments Agreement", where the continuity provisions in respect of the Account Bank are summarised.

In particular it is stated that:

*<<(…) The Issuer may (with the prior written approval of the Representative of the Noteholders and by giving prior written notice to the Rating Agencies and the Joint Arrangers) revoke the appointment of any Agent by giving not less than 30 (thirty) days' notice to that effect to such Agent, provided that such revocation shall not take effect until a successor has been duly appointed. (...)*

The Issuer (with the prior written approval of the Representative of the Noteholders) may appoint a successor agent or additional agents substantially on the same terms and conditions of the Cash Allocation, Management and Payments Agreement. The newly appointed Account Bank shall have the Minimum Rating. If a successor has not been duly appointed, the relevant Agent may itself, following such consultation with the Issuer as it is practicable, with the prior written approval of the Representative of the Noteholders and by giving a previous written notice to the Rating Agencies, appoint as its successor any reputable and duly authorised institution.>>.

**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.

<b>53</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
	<b>PCS Comments</b>	
	<p>53. The servicer shall have expertise in servicing exposures of a similar nature to those securitised</p> <p><i>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.</i></p> <p>This is the case for Agos.</p> <p>More in detail, the Originator is an authorised, regulated and supervised financial intermediary in Italy. See section “THE ORIGINATOR AND THE SERVICER” – where it is stated:</p> <p>&lt;&lt;Agos Ducato S.p.A. (hereinafter “<b>Agos</b>”) is a joint-stock company incorporated under the laws of Italy, (...), authorized pursuant to article 106 of the Banking Act.&gt;&gt;; and</p> <p>&lt;&lt;As a finance company, Agos is subject to monitoring by Italy’s bank regulator, Agos’ business activities are also overseen on a consolidated basis within CACF by the French banking authorities.&gt;&gt;.</p> <p>See also §(t) of “COMPLIANCE WITH EU STS REQUIREMENTS”, where it is stated that</p> <p>&lt;&lt;(t) for the purpose of compliance with article 21, paragraph 8, of the EU Securitisation Regulation, under the Servicing Agreement, the Servicer has represented and warranted that it has all skills, software, hardware, information technology and human resources necessary to comply with the efficiency standards required by the Servicing Agreement. In addition, the Servicer has represented and warranted it has expertise in servicing exposures of a similar nature to those securitised for more than 5 (five) years and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures. In addition, pursuant to the Servicing Agreement, the Back-up Servicer and any Substitute Servicer shall have expertise in servicing exposures of a similar nature to those securitised and well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures. In addition, Agos is authorised and regulated for capital and prudential purposes by the Bank of Italy and enrolled in the register of the financial intermediaries (albo degli intermediari finanziari) held by the Bank of Italy pursuant to article 106 of the Banking Act. Accordingly, as of the date of this Prospectus, Agos complies with the prudential and capital requirements established by the Bank of Italy with respect to such financial intermediaries. Agos has originated and serviced loans for more than 5 (five) years, being exposures similar to the Consumer Loans (for further details, see the section headed “Description of the Servicing Agreement”);&gt;&gt;.</p> <p>It is noted that pursuant to the Servicing Agreement (see clause 11(e)(i) and 11(e)(v)), the Substitute Servicer has to be able to make R&amp;Ws substantially similar to those made by the Servicer, and that the Servicer has represented having satisfied the required five-year-experience.</p>	

<b>54</b>	<b>STS Criteria</b>	<b>Verified? YES</b>
<p>54. And shall have well documented and adequate policies, procedures and risk management controls relating to the servicing of exposures.</p>		
<p><b>PCS Comments</b></p> <p>See also §(t) of “COMPLIANCE WITH EU STS REQUIREMENTS”, where it is stated that</p> <p><i>&lt;&lt;(t) for the purpose of compliance with article 21, paragraph 8, of the EU Securitisation Regulation, under the Servicing Agreement, the Servicer has represented and warranted that it has all skills, software, hardware, information technology and human resources necessary to comply with the efficiency standards required by the Servicing Agreement. In addition, the Servicer has represented and warranted it has expertise in servicing exposures of a similar nature to those securitised for more than 5 (five) years and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures. In addition, pursuant to the Servicing Agreement, the Back-up Servicer and any Substitute Servicer shall have expertise in servicing exposures of a similar nature to those securitised and well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures. In addition, Agos is authorised and regulated for capital and prudential purposes by the Bank of Italy and enrolled in the register of the financial intermediaries (albo degli intermediari finanziari) held by the Bank of Italy pursuant to article 106 of the Banking Act. Accordingly, as of the date of this Prospectus, Agos complies with the prudential and capital requirements established by the Bank of Italy with respect to such financial intermediaries. Agos has originated and serviced loans for more than 5 (five) years, being exposures similar to the Consumer Loans (for further details, see the section headed “Description of the Servicing Agreement”);&gt;&gt;.</i></p> <p>See section “THE PROCEDURES”.</p> <p>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”.</p> <p>This requirement is certainly met by Agos, as confirmed in the statements contained in the sections mentioned in point 53 and above.</p>		

**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? 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 §(u) of “COMPLIANCE WITH EU STS REQUIREMENTS”, where it is stated that:</p> <p><i>&lt;&lt;(u) for the purpose of compliance with article 21, paragraph 9, of the EU Securitisation Regulation, the Master Transfer Agreement, the Servicing Agreement and the Collection Policy 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 Master Transfer Agreement”, “Description of the Servicing Agreement” and “The Procedures”). (...)&gt;&gt;.</i></p>		

PCS notices that the collection policies are contained in Annex A to the Servicing Agreement "PROCEDURE DI RISCOSSIONE - (COLLECTION POLICY)", and are also described in the section "THE PROCEDURES" of the Prospectus.

PCS has reviewed the relevant documents to satisfy itself that these criteria are met.

**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.

56	<b>STS Criteria</b>	56. The transaction documentation shall clearly specify the priorities of payment,	<b>Verified?</b> YES
	<b>PCS Comments</b>		
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> YES
	<b>PCS Comments</b>		
58	<b>STS Criteria</b>	58. The transaction documentation shall clearly specify the obligation to report such events.	<b>Verified?</b> YES
	<b>PCS Comments</b>		

pursuant to article 10 of the EU Securitisation Regulation (for further details, see the sections headed "Terms and Conditions of the Notes", "Description of the Intercreditor Agreement" and "Description of the Cash Allocation, Management and Payments Agreement");>>.

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.

**59** **STS Criteria**

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.

**Verified?**  
**YES**

**PCS Comments**

See point 58 above.

This is a future event. 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 in the future with this requirement.

**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.

**60** **STS Criteria**

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

**Verified?**  
**YES**

**PCS Comments**

See "Rules of the Organisation of the Noteholders" included as an Exhibit 1 to the Terms and Conditions of the Notes, both included in the Prospectus.

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. In this respect, the following five requirements need to be contemplated by the relevant transaction documents. The Rules of the Organisation of the Noteholders contain the required provisions:

(a) the method for calling meetings; as for method: Article 6 (*Convening the Meeting*).

(b) the maximum timeframe for setting up a meeting: Article 7 (*Notices*), Article 10 (*Adjournment for lack of quorum*) and Article 11 (*Adjourned Meeting*).

(c) the required quorum: Article 9 (*Quorum and voting*).

(d) the minimum threshold of votes to validate such a decision, with clear differentiation between the minimum thresholds for each type of decision: Article 10 (*Adjournment for lack of quorum*). See also definition of "Relevant Fraction".

(e) where applicable, a location for the meetings which should be in the EU: Article 7 (*Notices*), Article 10 (*Adjournment for lack of quorum*) and Article 11 (*Adjourned Meeting*).

PCS has reviewed the underlying documents to ascertain that all the five requirements above are indeed present.



**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.

61	<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> <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 26 (<i>Duties and Powers of the Representative of the Noteholders</i>).</p> <p>See also “Description of the Intercreditor Agreement” and, in particular, the two following duties of the Representative of the Noteholders:</p> <p>&lt;&lt;(…) <i>The Intercreditor Agreement furthermore provides that, following the service of a Trigger Notice, the Representative of the Noteholders shall be entitled, inter alia, to instruct (acting upon instructions of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) the Issuer to dispose, in whole or in part, the Portfolios, provided that, inter alia, a reputable financial institution chosen by the Representative of the Noteholders, has given a written confirmation that the proposed sale price is fair. (...)&gt;&gt;.</i></p>	

**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 §(w) of “COMPLIANCE WITH EU STS REQUIREMENTS”, in the section containing a “Description of the Intercreditor Agreement” and in the section headed “GENERAL INFORMATION”, subsection 7. See also the statement in “THE PORTFOLIOS - Historical Performance Data”. Documents containing such data have also been provided to PCS.	
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.

<b>65</b>	<p><b>STS Criteria</b></p> <p>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,</p>	<p><b>Verified?</b> <b>YES</b></p>
	<p><b>PCS Comments</b></p> <p>See statement in §(x) of “COMPLIANCE WITH EU STS REQUIREMENTS”:</p> <p><i>&lt;&lt;(x) for the purposes of compliance with article 22, paragraph 2, of the EU Securitisation Regulation, an external verification (including verification that the data disclosed in this Prospectus in respect of the Receivables is accurate) has been made in respect of the Initial Portfolio prior to the Issue Date by an appropriate and independent party and no significant adverse findings have been found. The verification has confirmed:</i></p> <p><i>(i) that the data disclosed in this Prospectus in respect of the Receivables are accurate;</i></p> <p><i>(ii) the accuracy of the information provided in the documentation and in the IT systems, in respect of each selected position of the sample of the Initial Portfolio – with confidence levels and error rates in line with the EBA Guidelines on STS Criteria; and</i></p> <p><i>(iii) that the data of the Receivables included in the Initial Portfolio contained in the loan-by-loan data tape prepared by Agos are compliant with the Eligibility Criteria that are able to be tested prior to the Issue Date,</i></p> <p><i>(for further details, see the section headed “The Portfolios”);&gt;&gt;.</i></p> <p>See also Section “THE PORTFOLIOS”, last paragraph headed “Pool Audit”:</p> <p><i>&lt;&lt;Pool Audit - Pursuant to article 22, paragraph 2, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria, an external verification (including verification that the data disclosed in this Prospectus in respect of the Receivables is accurate) has been made in respect of the Initial Portfolio prior to the Issue Date by an appropriate and independent party and no significant adverse findings have been found. The verification has confirmed:</i></p> <p><i>(i) that the data disclosed in this Prospectus in respect of the Receivables are accurate;</i></p> <p><i>(ii) the accuracy of the information provided in the documentation and in the IT systems, in respect of each selected position of the sample of the Initial Portfolio – with confidence levels and error rates in line with the EBA Guidelines on STS Criteria; and</i></p> <p><i>(iii) that the data of the Receivables included in the Initial Portfolio contained in the loan-by-loan data tape prepared by Agos are compliant with the Eligibility Criteria that are able to be tested prior to the Issue Date.&gt;&gt;.</i></p> <p>PCS has reviewed the results of the auditor verification exercise, including the analysis of the “agreed upon procedures” (AUP) commonly known as a “pool audit”.</p> <p>PCS notices that this was done by an appropriate and independent party.</p>	
<b>66</b>	<p><b>STS Criteria</b></p> <p>66. Including verification that the data disclosed in respect of the underlying exposures is accurate.</p>	<p><b>Verified?</b> <b>YES</b></p>

**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.

<b>67</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
<p>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.</p> <p><b>PCS Comments</b></p> <p>See statement in §(y) of “COMPLIANCE WITH EU STS REQUIREMENTS”:</p> <p><i>&lt;&lt;(y) for the purposes of compliance with article 22, paragraph 3, of the EU Securitisation Regulation, under the Intercreditor Agreement (i) Agos has confirmed that before pricing it has been, as initial holder of a portion of the Class A1 Notes and of the Class A2 Notes, the Mezzanine Notes and the Junior Notes, in possession of, and has made available to potential investors in the Notes, through the Securitisation Repository, a liability cash flow model (through Bloomberg/Index) 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. In addition, pursuant to the Intercreditor Agreement Agos has undertaken to make available to investors in the Notes on an ongoing basis and to potential investors in the Notes upon request, through the Securitisation Repository, a liability cash flow model (through Bloomberg/Index) (to be updated during the course of the Securitisation) 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 (for further details, see the section headed “Description of the Intercreditor Agreement”); (...)&gt;&gt;.</i></p> <p>The criterion requires an accurate liability model to be circulated to prospective investors pre-pricing must be made publicly available on-going. PCS is not a modelling firm nor has any modelling expertise. Therefore, it will not verify the model's accuracy or perform any due diligence whatsoever on the model. However, it will seek to satisfy itself indirectly as to the likelihood of the model's accuracy by requesting details of the individuals (if employed by the originator) or the firms (if the model is outsourced) responsible for the model. PCS will then assess whether, in its sole opinion, the model was put together by persons or firms with a reputation and a track-record in such models.</p> <p>Having seen the model and, in the light of the above, PCS determined that this requirement is to be deemed satisfied.</p>		
<b>68</b>	<b>STS Criteria</b>	<b>Verified?</b> <b>YES</b>
<p>68. And shall, after pricing, make that model available to investors on an ongoing basis and to potential investors upon request.</p> <p><b>PCS Comments</b></p> <p>See statement in §(y) of “COMPLIANCE WITH EU STS REQUIREMENTS” as quoted in point 67 above.</p> <p><i>This is primarily a future event criterion. In other words, it cannot be either met or failed at the outset of the transaction. But if, at a later stage, it is not met, then the Originator will need to inform ESMA and the STS status of the securitisation will be lost. Therefore, as a technical matter, this criterion is not applicable at the closing of a transaction. However, PCS will</i></p>		

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.

**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.

**69** **STS Criteria**

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).

**Verified?**  
**YES**

**PCS Comments**

The Consumer Loan Agreement out of which the Receivables arise include, in addition to consumer loans of other typology, a Pool of New Vehicle Loans and Used Vehicles Loans. It is therefore necessary to verify compliance with this requirement in relation to the loans that, although consumer loans, are also car loans.

In this respect, PCS noticed the statement in § (z) of "COMPLIANCE WITH EU STS REQUIREMENTS":

*<<(z) for the purposes of compliance with article 22, paragraph 4, of the EU Securitisation Regulation, pursuant to the Servicing Agreement and the Intercreditor Agreement, the Servicer has undertaken to prepare the Loan by Loan Report setting out information relating to each Loan in respect of the immediately preceding Reference Period (including, inter alia, the information related to the environmental performance of the Vehicles, if available), in compliance with the EU Securitisation Regulation and the applicable Regulatory 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 pursuant to article 29 of the EU Securitisation Regulation and, upon request, to any potential investors by no later one month after the relevant Payment Date through the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu) or any other securitisation repository registered pursuant to article 10 of the EU Securitisation Regulation (for further details, see the sections headed "Description of the Servicing Agreement" and "Description of the Intercreditor Agreement");>>.*

As to the impacts on sustainability factors, PCS was informed 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.

**70** **STS Criteria**

70. The originator and the sponsor shall be responsible for compliance with Article 7 of this Regulation.

**Verified?**  
**YES**

**PCS Comments**

See the statement in §(aa) of “COMPLIANCE WITH EU STS REQUIREMENTS”:

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

**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.

71	<b>STS Criteria</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>Verified?</b> YES
	<b>PCS Comments</b>		
72	<b>STS Criteria</b>	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.	<b>Verified?</b> YES
	<b>PCS Comments</b>		

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

73	<b>STS Criteria</b>	73. The final documentation shall be made available to investors at the latest 15 days after closing of the transaction.	<b>Verified?</b> YES
	<b>PCS Comments</b>		

authorities pursuant to Article 29 of the EU Securitisation Regulation and, upon request, to any potential investors in the Notes pursuant to the EU Securitisation Regulation and the applicable Regulatory Technical Standards in a timely manner (to the extent not already provided by other parties), in each case in accordance with the requirements provided by the EU Securitisation Regulation and the applicable Regulatory Technical Standards.>>.

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 "Description of the Intercreditor Agreement", where certain covenants and acknowledgements in respect of transparency compliance included in the Intercreditor Agreement are set out. In particular, it is stated that:

*<<As to post-closing information, the relevant parties to the Intercreditor Agreement have agreed and undertaken as follows: (i) the Servicer shall prepare the Loan by Loan Report setting out information relating to each Consumer Loan as at the end of the immediately preceding Reference Period (including, inter alia, the information related to the environmental performance of the Vehicles, if available), in compliance with article 7, paragraph 1, letter (a) of the EU Securitisation Regulation and the applicable Regulatory Technical Standards, and to deliver such report to the Reporting Entity in a timely manner in order for the Reporting Entity to make available, through the Securitisation Repository, the Loan by Loan Report (simultaneously with the SR Investor Report and the Inside Information and Significant Event Report to be made available on the same date) to the holders of a Securitisation position, the competent authorities pursuant to article 29 of the EU Securitisation Regulation and, upon request, to any potential investors by no later than 1 (one) month after each Payment Date; (...)>>.*

The provisions regulating the Loan by Loan Report are contained in the Servicing Agreement, clause 8(d).

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' analysis in Note 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 guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;
  - (iv) the servicing, back-up servicing, administration and cash management agreements;
  - (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;
  - (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;

**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 guarantees agreements as well as any relevant documents on collateralisation arrangements where the exposures being securitised remain exposures of the originator;
  - (iv) the servicing, back-up servicing, administration and cash management agreements;
  - (v) the trust deed, security deed, agency agreement, account bank agreement, guaranteed investment contract, incorporated terms or master trust framework or master definitions agreement or such legal documentation with equivalent legal value;
  - (vi) any relevant inter-creditor agreements, derivatives documentation, subordinated loan agreements, start-up loan agreements and liquidity facility agreements;

**Verified?**  
**YES**

**PCS Comments**

See section from §9 to §11 of "GENERAL INFORMATION", where it is stated that:

<<9. *So long as any of the Notes remains outstanding, copies of the following documents may be inspected on the Securitisation Repository:*

- a. *this Prospectus;*
- b. *Master Transfer Agreement;*
- c. *Warranty and Indemnity Agreement;*
- d. *Servicing Agreement;*
- e. *Intercreditor Agreement;*



- f. Corporate Services Agreement;
- g. Stichting Corporate Services Agreement;
- h. Quotaholders' Agreement;
- i. Cash Allocation, Management and Payments Agreement;
- j. the Terms and Conditions of the Notes;
- k. Hedging Agreement;
- l. Deed of Charge;
- m. any other relevant Issuer Security documents;
- n. Senior Notes Subscription Agreement;
- o. Mezzanine and Junior Notes Subscription Agreement;
- p. each annual financial statements to be prepared by the Issuer in respect of each financial year;
- q. Issuer's by laws and deed of incorporation; and
- r. any other information and document made available or to be made available on the Securitisation Repository pursuant to the section headed "Regulatory Disclosure and Retention Undertaking".
10. The documents listed under paragraphs (a) to (r) (included) above constitute all the underlying documents that are essential for understanding the Securitisation and include, but not limited to, each of the documents referred to in point (b) of article 7, paragraph 1, of the EU Securitisation Regulation.
11. This Prospectus will be published by the Issuer on the website of the Luxembourg Stock Exchange (being, as at the date of this Prospectus, [www.luxse.com](http://www.luxse.com)) and will remain available for inspection on such website for at least 10 (ten) years. >>.
- All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under point 73 above.

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

76	<b>STS Criteria</b>	Verified? YES
	76. That underlying documentation shall include a detailed description of the priority of payments of the securitisation;	
	<b>PCS Comments</b>	
	See "TERMS AND CONDITIONS OF THE NOTES" – Condition 5 ( <i>Priorities 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;

**77** **STS Criteria**

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;

**Verified?**  
**YES**

**PCS Comments**

The Prospectus is not made in compliance with the Prospectus Regulation.

PCS notices that, however, it has the content required by this STS provision.

This requirement is therefore not applicable.

**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;

**78** **STS Criteria**

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

**Verified?**  
**YES**

**PCS Comments**

See the following statement in "LEGAL AND REGULATORY RISKS" - "The STS designation impacts on regulatory treatment of the Notes":

<<The Securitisation is intended to qualify as a simple, transparent and standardised (STS) securitisation within the meaning of article 18 of the EU Securitisation Regulation. Consequently, the Securitisation meets, as at the date of this Prospectus, the requirements of articles 19 to 22 of the EU Securitisation Regulation (the EU STS Requirements) and will, on or about the Issue Date, be notified by the Originator to be included in the list published by ESMA referred to in article 27, paragraph 5, of the EU Securitisation Regulation (the "STS Notification"). Pursuant to article 27, paragraph 2, of the EU Securitisation Regulation, the STS Notification includes an explanation by the Originator of how each of the EU STS Requirements has been complied with under the Securitisation. The STS Notification is available for download on the ESMA's website (being, as at the date of this Prospectus, [https://registers.esma.europa.eu/publication/searchRegister?core=esma\\_registers\\_stsre](https://registers.esma.europa.eu/publication/searchRegister?core=esma_registers_stsre)) (the "ESMA STS Register").>>.

As confirmed in Section "COMPLIANCE WITH EU STS REQUIREMENTS - First Contact Point", the Originator will be the first contact point for investors and competent authorities pursuant to and for the purposes of article 27, paragraph 1, third sub-paragraph, of the EU Securitisation Regulation.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under 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:

(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.

**79 STS Criteria**

79. (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,
- (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;
- (iii) information about the risk retained, including information on which of the modalities provided for in Article 6(3) has been applied, in accordance with Article 6.

**Verified?  
YES**

**PCS Comments**

See "TRANSACTION OVERVIEW", "SR Investor Report", where it is stated that <<Under the Cash Allocation, Management and Payments Agreement, the Calculation Agent has undertaken to prepare, on each date falling on the 10th Business Day following a Payment Date, the SR Investor Report setting out certain information with respect to the Notes (including, inter alia, the events which trigger changes in the Priorities of Payments), in compliance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards, and deliver such report to the Reporting Entity in a timely manner in order for the Reporting Entity to make available, through the Securitisation Repository, the SR Investor Report (simultaneously with the Loan by Loan Report and the Inside Information and Significant Event Report to be made available on the same date) to the holders of a Securitisation position, the competent authorities pursuant to article 29 of the EU Securitisation Regulation and, upon request, to any potential investors by no later than one month after each Payment Date. (...)>>.

See also the definition of SR Investor Report:

<<“**SR Investor Report**” means the report prepared by the Calculation Agent pursuant to the Cash Allocation, Management and Payments Agreement, setting out the information under letter (e) of article 7, paragraph 1, of the EU Securitisation Regulation, in compliance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards. >>.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS’ comment under 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 “Description of the Intercreditor Agreement” where it is stated:

<<As to post-closing information, the relevant parties to the Intercreditor Agreement have agreed and undertaken as follows: (...) (ii) the Calculation Agent has undertaken to (A) prepare the SR Investor Report (...), and (B) prepare the Inside Information and Significant Event Report, setting out the information under letter f) and letter g) of article 7, paragraph 1 of the EU Securitisation Regulation, in compliance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards (including, inter alia, any material change of the Priority of Payments and of the loan disbursement policies relating to the Receivables to be included in any Subsequent Portfolio and the occurrence of any Trigger Event or Early Termination Event), and deliver such report to the Reporting Entity in a timely manner in order for the Reporting Entity to make available, through the Securitisation Repository, the Inside Information and Significant Event Report to the holders of a Securitisation position, the competent authorities pursuant to article 29 of the EU Securitisation Regulation and, upon request, to any potential investors without delay upon the occurrence of the relevant event triggering the delivery of such report, as well as by no later than one month after each Payment Date (simultaneously with the Loan by Loan Report and the SR Investor Report to be made available on the same date); (...)>>.

See also the definition of “Inside Information and Significant Event Report”:

<<“**Inside Information and Significant Event Report**” means the report prepared by the Calculation Agent pursuant the Cash Allocation, Management and Payments Agreement setting out the information under letters f) and g) of article 7, paragraph 1, of the EU Securitisation Regulation (including, inter alia, any material change of the Priority of Payments and of the loan disbursement policies relating to the Receivables to be included in any Subsequent Portfolio and the occurrence of any Trigger Event or Early Termination Event), in compliance with the EU Securitisation Regulation and the applicable Regulatory Technical Standards.>>.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS’ comment under 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.

**81** **STS Criteria**

81. (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.

**Verified?**  
**YES**

**PCS Comments**

See point 80 above and the references to the “letter g) of article 7, paragraph 1” in the statements mentioned thereunder.

See also the definition of “Inside Information and Significant Event Report” quoted in comment to point 80 above.

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

**Article 7.1.** The information described in points (a) and (e) of the first subparagraph shall be made available simultaneously each quarter at the latest one month after the due date for the payment of interest (...ABCP provisions)

**82** **STS Criteria**

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)

**Verified?**  
**YES**

**PCS Comments**

References to simultaneity of the relevant reports are contained both in the description of the Loan by Loan Report and of the SR Investor Report contained in Section "TRANSACTION OVERVIEW".

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under 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 "Description of the Servicing Agreement", where it is stated that:

<<(…) The Servicer has also undertaken to make available to the Calculation Agent any information which it has become aware of under letter f) and g) of article 7, paragraph 1, of the EU Securitisation Regulation which is necessary in order to allow the Calculation Agent to (a) prepare the Inside Information and Significant Event Report and (b) deliver it to the Reporting Entity in a timely manner in order for the Reporting Entity to make available such report, through the Securitisation Repository, to the holders of a Securitisation position, the competent authorities pursuant to article 29 of the EU Securitisation Regulation and, upon request, to any potential investors without delay, upon the occurrence of the relevant event triggering the delivery of such report, as well as by no later than 1 (one) month after each Payment Date (simultaneously with the Loan by Loan Report and the SR Investor Report to be made available on the same date). (...)>>.

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under 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 the following statement in "Description of the Intercreditor Agreement":

*<<Under the Intercreditor Agreement, each of the Issuer and the Originator has agreed that Agos is designated as Reporting Entity, pursuant to and for the purposes of article 7, paragraph 2, of the EU Securitisation Regulation and it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the information requirements pursuant to points (a), (b), (d), (e), (f) and (g) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and article 22 of the EU Securitisation Regulation by making available, through the Securitisation Repository, the relevant information. In addition, each of the Issuer and the Originator has agreed that Agos is designated as first contact point for investors and competent authorities pursuant to the third sub-paragraph of article 27, paragraph 1, of the EU Securitisation Regulation.>>*

All the criteria from 73 onwards are future event criteria, as to which we refer you to PCS' comment under 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 point 84 above. The designated entity is Agos, acting as Reporting Entity.

On the date of the Prospectus, 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' comment under point 73 above.