RED & BLACK AUTO ITALY S.R.L.

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

Euro 945,000,000 Class A Asset Backed Floating Rate Notes due December 2031

Issue price: 100.603 per cent.

Euro 15,000,000 Class B Asset Backed Floating Rate Notes due December 2031

Issue price: 100 per cent.

Euro 19,000,000 Class C Asset Backed Floating Rate Notes due December 2031

Issue price: 100 per cent.

Euro 21,000,000 Class D Asset Backed Floating Rate Notes due December 2031

Issue price: 100 per cent.

This prospectus (the **Prospectus**) contains information relating to the issue by Red & Black Auto Italy S.r.l., a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated under the laws of the Republic of Italy, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 05254340267, quota capital of Euro 10,000 fully paid-up, enrolled with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 7 June 2017 under no. 35838.2, having as its sole corporate object the realisation of securitisation transactions pursuant to the Securitisation Law (the **Issuer**), of Euro 945,000,000 Class A Asset Backed Floating Rate Notes due December 2031 (the **Class A Notes** or the **Senior Notes**), Euro 15,000,000 Class B Asset Backed Floating Rate Notes due December 2031 (the **Class B Notes**), Euro 19,000,000 Class C Asset Backed Floating Rate Notes due December 2031 (the **Class C Notes**) and Euro 21,000,000 Class D Asset Backed Floating Rate Notes due December 2031 (the **Class D Notes** and, together with the Class B Notes and the Class C Notes, the **Mezzanine Notes** and, together with the Senior Notes, the **Rated Notes**). In connection with the issuance of the Rated Notes, the Issuer will also issue Euro 5,000,000 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2031 (the **Class J Notes** or the **Junior Notes** and, together with the Senior Notes and the Mezzanine Notes, the **Notes**).

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the **CSSF**), as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**). **The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Prospectus. By approving this Prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer in accordance with the provisions of article 6(4) of the Luxembourg law on prospectuses for securities of 16 July 2019. Investors should make their own assessment as to the suitability of investing in the Notes.**

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

Application has been made for the Rated Notes to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the "*Bourse de Luxembourg*" which is a regulated market for the purposes of Directive 2014/65/EU. The Class J Notes are not being offered pursuant to this Prospectus and no application has been made to list the Class J Notes on any stock exchange. This Prospectus will be published by the Issuer on the website of the Luxembourg Stock Exchange (being, as at the date of this Prospectus, www.bourse.lu) and will remain available for inspection on such website for at least 10 years.

This Prospectus is valid for 12 months from its date, until 3 November 2022. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Prospectus is no longer valid.

The Notes will be issued on 5 November 2021 (the **Issue Date**) at an issue price equal to the following percentages of their principal amount upon issue: (a) Class A Notes: 100.603 per cent.; (b) Class B Notes: 100 per cent.; (c) Class C Notes: 100 per cent.; (d) Class D Notes: 100 per cent.; and (e) Class J Notes: 100.20 per cent.. The minimum denomination of the Notes will be Euro 100,000 and integral multiples of Euro 1,000 in excess thereof. The Notes will be issued in dematerialised form (*in forma dematerializzata*) on behalf of the ultimate owners, until redemption and/or cancellation thereof, through Monte Titoli for the account of the relevant Monte Titoli Account Holders. Monte Titoli will act as depository for Clearstream and Euroclear in accordance with article 83-*bis* of the Consolidated Financial Act, through the authorised institutions listed in article 83-*quarter* of the Consolidated Financial Act. Title to the Notes will at all times be evidenced by book-entries in accordance with the provisions of (i) article 83-*bis* of the Consolidated Financial Act, and (ii) the CONSOB and Bank of Italy Joint Resolution. No physical document of title will be issued in respect of the Notes.

The principal source of payments of interest and repayment of principal on the Notes, as well as payment of Class J Variable Return (if any) on the Class J Notes, will be the proceeds of the Portfolio and the other Securitisation Assets. Pursuant to the terms of the Transfer Agreement, the Originator has assigned and transferred to the Issuer, which has purchased, without recourse (*pro soluto*), in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and the articles of Law 52 referred to therein, the Portfolio with economic effects from (but excluding) the Valuation Date and legal effects from (and including) the Transfer Date. The Purchase Price for the Portfolio will be financed by the Issuer using part of the proceeds of the issuance of the Notes and will be payable to the Originator on the Issue Date. The Receivables comprised in the Portfolio arise from consumer loans and personal credit facilities granted by the Originator to the relevant Borrowers for the purpose of purchasing New Cars or Used Cars.

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

Interest) will be: (a) in respect of the Class A Notes, a floating rate equal to EURIBOR (as determined in accordance with the Conditions), plus a margin of 0.70 per cent. per annum; (b) in respect of the Class B Notes, a floating rate equal to EURIBOR (as determined in accordance with the Conditions), plus a margin of 1.00 per cent. per annum; (c) in respect of the Class C Notes, a floating rate equal to EURIBOR (as determined in accordance with the Conditions), plus a margin of 1.50 per cent. per annum; (d) in respect of the Class D Notes, a floating rate equal to EURIBOR (as determined in accordance with the Conditions), plus a margin of 2.85 per cent. per annum; and (e) in respect of the Class J Notes, a fixed rate equal to 3.50 per cent. per annum. To the extent permitted by law, there shall be no maximum or minimum Rate of Interest in respect of the Rated Notes, provided that, should in relation to any Interest Period the algebraic sum of the EURIBOR and the relevant margin applicable on any Class of Rated Notes result in a negative rate, then the Rate of Interest applicable on such Class of Rated Notes shall be deemed to be 0 (zero).

Interest on the Notes will accrue on a daily basis and will be payable in Euro in arrear by reference to successive Interest Periods on each date falling (i) prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, on the 28 (twenty-eighth) calendar day of each month in each year (or, if such day is not a Business Day, the immediately following Business Day), or (ii) following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, on any such Business Day as determined by the Representative of the Noteholders on which payments are to be made under the Securitisation (each, a **Payment Date**), in each case in accordance with the applicable Priority of Payments. The first payment of interest on the Notes will be due on the Payment Date falling on 28 December 2021 in respect of the Interest Period from (and including) the Issue Date up to (but excluding) such Payment Date. In addition, a variable return may or may not be payable on the Class J Notes (the **Class J Variable Return**) in Euro on each Payment Date, in accordance with the applicable Priority of Payments. On each Payment Date, the Class J Variable Return will be equal to any Issuer Available Funds remaining after making payments under items (i) (*first*) to (xxvi) (*twenty-sixth*) (inclusive) of the Pre-Acceleration Priority of Payments or under items (i) (*first*) to (xviii) (*eighteenth*) (inclusive) of the Post-Acceleration Priority of Payments, as the case may be, and may be equal to 0 (zero).

The Rated Notes are expected, on issue, to be assigned the following ratings: (a) with respect to the Class A Notes, "AA (high) (sf)" by DBRS Ratings GmbH and "Aa3 (sf)" by Moody's Italia S.r.l.; (b) with respect to the Class B Notes, "AA (low (sf)" by DBRS Ratings GmbH and "Baa1 (sf)" by Moody's Italia S.r.l.; (c) with respect to the Class C Notes, "BBB (high) (sf)" by DBRS Ratings GmbH and "Baa3 (sf)" by Moody's Italia S.r.l.; and (d) with respect to the Class D Notes, "BB (high) (sf)" by DBRS Ratings GmbH and "Ba2 (sf)" by Moody's Italia S.r.l.. The Class J Notes are not expected to be assigned any credit rating.

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

As of the date of this Prospectus, each of DBRS Ratings GmbH and Moody's Italia S.r.l. (together, the **Rating Agencies**) is established in the European Union and is registered under the EU CRA Regulation, as evidenced in the latest update of the list published by ESMA on its website (being, as at the date of this Prospectus, www.esma.europa.eu).

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

All payments in respect of the Notes by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties or charges of whatsoever nature other than a Decree 239 Withholding or any other withholding or deduction required to be made by applicable law. Neither the Issuer nor any other person shall be obliged to pay any additional amount to any Noteholder on account of such withholding or deduction.

The Issuer shall redeem the Notes at their Principal Amount Outstanding (together with any accrued but unpaid interest), in accordance with the applicable Priority of Payments, on the Payment Date falling in December 2031 (the **Final Maturity Date**). The Issuer may not redeem the Notes in whole or in part prior to the Final Maturity Date except as provided for in Condition 6(c) (*Mandatory redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*), Condition 6(e) (*Early redemption for Clean-up Call Event*) or Condition 6(f) (*Early redemption for Regulatory Call Event*), but without prejudice to Condition 9 (*Trigger Events*) and Condition 10 (*Enforcement*).

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

The Notes will be subject to mandatory redemption (*pro rata* within each Class) in whole or in part on each Payment Date to the extent that the Issuer has sufficient Issuer Available Funds for such purpose in accordance with the applicable Priority of Payments. Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*): (i) the Class A Notes shall be redeemed for an amount equal to the Class A Redemption Amount, the Class B Notes shall be redeemed for an amount equal to the Class B Redemption Amount, the Class C Notes shall be redeemed for an amount equal to the Class C Redemption Amount, the Class D Notes shall be redeemed for an amount equal to the Class D Redemption Amount and the Class J Notes shall be redeemed for an amount equal to the Class J Redemption Amount; and (ii) repayments of principal on the Rated Notes shall be made (A) during the Initial Sequential Redemption Period and,

following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, in a sequential order; or (B) during the Pro-Rata Redemption Period, *pari passu* and *pro rata* amongst all Classes of Rated Notes, in each case in accordance with the Pre-Acceleration Priority of Payments. Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*): (a) all Class of Notes shall be redeemed at their respective Principal Amount Outstanding; and (b) repayments of principal on the Notes shall be made in a sequential order, in each case in accordance with the Post-Acceleration Priority of Payments.

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

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

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

The Originator has used the service of Prime Collateralised Securities (PCS) EU SAS (**PCS**), as a third party verifying STS compliance authorised under article 28 of the EU Securitisation Regulation in connection with an assessment of compliance of the Notes with the requirements of articles 19 to 22 of the EU Securitisation Regulation (the **STS Verification**) and to prepare an assessment of compliance of the Notes with the relevant provisions of article 243 of the CRR (the **CRR Assessment** and, together with the STS Verification, the **STS Assessments**). It is expected that the STS Assessments prepared by PCS will be available on the PCS website (being, as at the date of this Prospectus, https://www.pcsmarket.org/sts-verification-transactions/) together with a detailed explanation of its scope at https://www.pcsmarket.org. For the avoidance of doubt, such PCS website and the contents thereof do not form part of this Prospectus. **No assurance can be provided that the Securitisation does or will continue to qualify as an STS-securitisation under the EU Securitisation Regulation as at the date of this Prospectus or at any point in time in the future**. **The STS status of a transaction is not static and investors should verify the current status of the Securitisation on the ESMA STS Register**. None of the Issuer, Fiditalia (in any capacity), the Arranger, the Lead Manager, the Representative of the Noteholders or any other Transaction Party makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation or the UK Securitisation Regulation at any point in time.

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

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

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

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

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

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

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

For the avoidance of doubt, the Securitisation is not structured to comply with the requirements of the UK Securitisation Regulation, the UK Benchmark Regulation, the UK CRA Regulation or any other rules or regulations as they form part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) (EUWA). Each prospective investor in the Notes should consult with its own legal, accounting and other advisors to determine whether, and to what extent, an investment in the Securitisation is a suitable investment for such prospective investor.

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

For a discussion of material risk factors and other factors that should be considered in connection with an investment in the Notes, see the section headed "*Risk Factors*" beginning on page 12.

Arranger and Lead Manager

SOCIÉTÉ GÉNÉRALE

The date of this Prospectus is 3 November 2021.

Responsibility for information

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer, the information contained in this Prospectus is in accordance with the facts and the Prospectus makes no omission likely to affect the import of such information. The information in respect of which each of Fiditalia, Quinservizi S.p.A., Banca Finanziaria Internazionale S.p.A., The Bank of New York Mellon SA/NV, Milan branch, Société Générale and DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main accepts, jointly with the Issuer, responsibility in the paragraphs identified below has been obtained by the Issuer from each of them. The Issuer, having made all reasonable enquiries, confirms that this Prospectus contains or incorporates all information which is material in the context of the issuance and offering of the Rated Notes, that the information contained in this Prospectus is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed in this Prospectus are honestly held and that there are no other facts the omission of which would make this Prospectus or any of such information or the expression of any such opinions or intentions misleading. The Issuer accepts responsibility accordingly.

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

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

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

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

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

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

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

To the fullest extent permitted by law, neither the Arranger nor the Lead Manager accepts any responsibility whatsoever for the contents of this Prospectus or for any other statement, made or purported to be made by the Arranger or the Lead Manager or on their behalf, in connection with the Issuer, the Originator, any other Transaction Party or the issue and offering of the Notes. Each of the Arranger and the Lead Manager accordingly disclaims all and any liability, whether arising in tort or contract or otherwise, which it might otherwise have in respect of this Prospectus or any such statement.

Representation about the Notes

No person has been authorised to give any information or to make any representation not contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer, the Representative of the Noteholders, the Arranger, the Lead Manager or any other Transaction Party. Neither the delivery of this Prospectus nor any sale or allotment made in connection with the offering of any of the Notes shall, under any circumstances, constitute a representation or create any implication that there has been no change in the affairs of the Issuer or any other Transaction Party or in any of the other information contained herein since the date hereof or that the information contained herein is correct as at any time subsequent to the date hereof. No person other than the Issuer (or in the case of Fiditalia, Quinservizi S.p.A., Banca Finanziaria Internazionale S.p.A., The Bank of New York Mellon SA/NV, Milan branch, Société Générale and DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main solely to the extent described above) makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus.

Limited recourse

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

Interest material to the offer

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

Other business relations

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

Selling Restrictions

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

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

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

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

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

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

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

IMPORTANT - EEA RETAIL INVESTORS *- The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the* ***EEA****). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of article 4(1) of Directive 2014/65/EU (****MiFID II****); (ii) a*

*customer within the meaning of Directive (UE) 2016/97 (**IDD**), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or (iii) not a qualified investor as defined in article 2 of Regulation (EU) 2017/1129. Consequently no key information document required by Regulation (EU) no. 1286/2014 (the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.*

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

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

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

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

Interpretation

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

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

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

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

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

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

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

TABLE OF CONTENTS

RISK FACTORS

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

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

The Securitisation is not tailored to comply with any rules or regulations as they form part of UK domestic law pursuant to the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) (EUWA), particularly (but not limited), the Securitisation is not tailored to comply with the UK Securitisation regulation, UK Benchmark Regulation or UK CRA Regulation. Prospective UK investors should consult with its own legal, accounting and other advisors and/or its national regulator to determine whether, and to what extent, the information provided in this Prospectus is sufficient for their purposes and whether an investment into the Notes is a suitable investment for such investors.

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

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

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

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

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

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

The Notes will be limited recourse obligations solely of the Issuer. The ability of the Issuer to meet its obligations in respect of the Notes will be dependent on, *inter alia*, (i) the receipt by the Issuer of Collections

made in respect of the Portfolio, (ii) with reference to the Class A Notes and, as long as no relevant Mezzanine Interest Subordination Event has occurred in relation to a Class of Mezzanine Notes in respect of such Payment Date, such Class of Mezzanine Notes, the amounts standing to the credit of the Cash Reserve Account; (iv) with reference to the Rated Notes, any payments made by the Swap Counterparty under the Swap Agreement, and (v) any other amounts received by the Issuer pursuant to the terms of the Transaction Documents. The performance by such parties of their respective obligations under the relevant Transaction Documents is dependent on the solvency of each relevant party. For further details, see the section headed "*Transaction Overview - Credit Structure*". There is no assurance that, over the life of the Notes or at the redemption date of the Notes (whether on maturity or upon redemption by acceleration of maturity following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event or otherwise), there will be sufficient funds to enable the Issuer to pay interest when due on the Notes and to repay the outstanding principal on the Notes in full. If there are not sufficient funds available to the Issuer to pay in full interest and principal due in respect of the Notes, then the Noteholders will have no further claims against the Issuer in respect of any such unpaid amounts.

Following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer (or the Representative of the Noteholders on its behalf) may (with the prior consent of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes) dispose of the Portfolio then outstanding in accordance with the provisions of the Intercreditor Agreement (for further details, see the section headed "*Description of the Transaction Documents - The Intercreditor Agreement*"). However, there is no assurance that a purchaser could be found nor that the proceeds of the sale of the Portfolio would be sufficient to pay in full all amounts due to the Noteholders.

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

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

To the extent that any losses are suffered by any of the Noteholders, such losses will be borne (i) by the holders of the Class J Notes, (ii) thereafter, by the holders of the Class D Notes while they remain outstanding, (iii) thereafter, by the holders of the Class C Notes while they remain outstanding, (iv) thereafter, by the holders of the Class B Notes while they remain outstanding, and (v) thereafter, by the holders of the Class A Notes while they remain outstanding.

Prospective Noteholders should note that the subordination described above may affect the amount and timing of payments of interest and/or principal in respect of the Notes ranking lower in the Priority of Payments.

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

The Issuer is subject to the risk of delay arising between the receipt of payments due from the Debtors and the scheduled payment dates under the Loan Agreements.

The Issuer is also subject to the risk of default in payment by the Debtors and failure by the Sub-Servicer to collect or recover or transfer sufficient funds in respect of the Receivables in order to enable the Issuer to discharge all amounts payable under the Notes. Individual, personal or financial conditions of the Debtors may affect the ability of the Debtors to repay the Loans. Unemployment, loss of earnings, illness (including any illness arising in connection with an epidemic) and other similar factors may lead to an increase in delinquencies by the Loans and could ultimately have an adverse impact on the ability of the Debtors to repay the Loans.

These risks are addressed in respect of the Notes through: (i) the support provided to each relevant Class of Notes by the subordination of the Class(es) of Notes having a lower ranking in the Priority of Payments; (ii) the liquidity support provided to the Issuer in respect of interest payments on the Class A Notes and, as long as no relevant Mezzanine Interest Subordination Event has occurred in relation to a Class of Mezzanine Notes in respect of the relevant Payment Date, interest on such Class of Mezzanine Notes, by the Cash Reserve; and (iii) the support provided to all Class of Rated Notes by the Cash Reserve on the Final Maturity Date (or the earlier date on which the Rated Notes are redeemed in full). For further details, see the section headed "*Transaction Overview - Credit Structure*".

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

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

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

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

Commingling risk may affect availability of funds to pay the Notes

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

Indeed, although article 3, paragraphs 2-*bis* and 2-*ter*, of the Securitisation Law, provides that the sums credited to the accounts opened in the name of the issuer or the sub-servicer with an account bank (whether before or during the relevant insolvency proceeding of such account bank) will not be subject to suspension of payments or will not be deemed to form part of the estate of the sub-servicer or the account bank, as the case may be, and shall be immediately and fully repaid to the issuer, without the need to file any petition (*domanda di ammissione al passivo o di rivendica*) and wait for the distributions (*riparti*) and the restitutions of sums (*restituzioni di somme*), such provisions of the Securitisation Law have not been the subject of any official interpretation and to date they have been commented by a limited number of legal commentators. Consequently, there remains a degree of uncertainty with respect to the interpretation and application thereof. In addition, pursuant to article 95-*bis* of the Consolidated Banking Act, the liquidation and reorganisation proceedings of an account bank would be governed by the laws of the member state in which the relevant

account bank has been licensed; therefore in the event that an account bank is a foreign entity, there is a risk that the insolvency receiver of the same may disregard the provisions of article 3, paragraph 2-*bis*, of the Securitisation Law.

Prospective Noteholders should note that, in order to mitigate any possible risk of commingling: (a) pursuant to the Agency and Accounts Agreement, it is required the Account Bank shall at all times be an Eligible Institution; (b) under the Sub-Servicing Agreement, the Sub-Servicer has undertaken to transfer into the Collection Account the Collections (i) if paid through SEPA Direct Debit, within 2 (two) Business Days from receipt thereof, or (ii) if paid through Postal Payment Slip or Wire Transfer, within 2 (two) Business Days from reconciliation thereof; and (c) pursuant to the Commingling and Set-Off Guarantee, the Commingling and Set-Off Guarantor has unconditionally and irrevocably guaranteed, up to the Commingling Maximum Guaranteed Amount, as its continuing obligation, for so long as Fiditalia acts as Sub-Servicer under the Securitisation, the full and punctual performance by the Sub-Servicer of its obligations to transfer the Collections into the Collection Account in accordance with the terms of the Sub-Servicing Agreement.

In addition, within 10 (ten) Business Days following receipt of a Sub-Servicer Termination Notice, the Sub-Servicer (failing which the Back-up Sub-Servicer or the Substitute Sub-Servicer, as the case may be) shall, at cost of the Sub-Servicer, instruct in writing the Debtors to make future payments relating to the Receivables directly into the Collection Account. To this end, under the Sub-Servicing Agreement the Sub-Servicer has undertaken to deliver to the Issuer, the Representative of the Noteholders and the Back-up Sub-Servicer, promptly upon their request, of an up-to-date list containing details of the Debtors (including *anagrafica*). However, no assurance can be given that all data necessary to make such notifications will be available and that the Debtors will comply with such payment instructions.

For further details, see the sections headed "*Description of the Transaction Documents - The Agency and Accounts Agreement*", "*Description of the Transaction Documents - The Sub-Servicing Agreement*" and "*Description of the Transaction Documents - The Commingling and Set-Off Guarantee*".

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

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

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

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

Pursuant to the Conditions and the Intercreditor Agreement, until the date falling 2 (two) years and 1 (one) day after the Cancellation Date or, if later, the date on which the notes issued by the Issuer in the context of any Further Securitisation have been redeemed in full and/or cancelled in accordance with the relevant terms

and conditions, no Issuer Creditor (nor any person on its behalf, other than the Representative of the Noteholders when so directed by an Extraordinary Resolution of the Noteholders and only if the representatives of the noteholders of all Further Securitisations carried out by the Issuer (if any) have been so directed by an extraordinary resolution of the noteholders under the relevant securitisation transaction) shall initiate or join any person in initiating an Issuer Insolvency Event.

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

2. RISKS RELATING TO THE UNDERLYING ASSETS

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

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

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

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

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

The performance of the Portfolio may deteriorate in case of default by the Debtors

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

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

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

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

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

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

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

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

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

Indeed, assignments of receivables made under the Securitisation Law are subject to claw-back (*revocatoria fallimentare*) (i) pursuant to article 67, paragraph 1, of the Italian Bankruptcy Law, if the adjudication of bankruptcy of the relevant originator is made within 6 (six) months from the purchase of the relevant portfolio of receivables, provided that the value of the receivables exceeds the sale price of the receivables for more than 25 (twenty-five) per cent. and the issuer is not able to demonstrate that it was not aware of the insolvency of such originator, or (ii) pursuant to article 67, paragraph 2, of the Italian Bankruptcy Law, if the adjudication of bankruptcy of the relevant originator is made within 3 (three) months from the purchase of the relevant portfolio of receivables, and the insolvency receiver of such originator is able to demonstrate that the issuer was aware of the insolvency of the originator.

In respect of the Originator, such risk is mitigated by the fact that, according to the Transfer Agreement, the Originator shall provide the Issuer with (i) a solvency certificate signed by an authorised representative of the Originator dated the Transfer Date; and (ii) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*), dated no earlier than 5 (five) Business Days prior to the Transfer Date, stating that the

Originator is not subject to any insolvency proceeding. Furthermore, under the Warranty and Indemnity Agreement, the Originator has represented that it is solvent as at the Transfer Date and as at the Issue Date.

Moreover, in case of repurchase by the Originator of individual Receivables or of the outstanding Portfolio pursuant to the Transfer Agreement, disposal by the Sub-Servicer of Defaulted Receivables pursuant to the Sub-Servicing Agreement or disposal by the Issuer (or the Representative of the Noteholders on its behalf) of the Portfolio to third parties following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in the event of an early redemption of the Notes pursuant to Condition 6(d) (*Early redemption for Tax or Illegality Event*) pursuant to the Intercreditor Agreement, the payment of the relevant purchase price may be subject to claw-back pursuant to article 67, paragraph 1 or 2, of the Italian Bankruptcy Law. In order to mitigate such risk, pursuant to the Transfer Agreement, the Sub-Servicing Agreement or the Intercreditor Agreement, as the case may be, the Originator (or the relevant third party purchaser, as the case may be) shall provide the Issuer with (i) a solvency certificate signed by an authorised representative of the Originator (or the relevant third party purchaser, as the case may be) and dated no earlier than the date on which the relevant Receivables will be sold; and (ii) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*) dated no earlier than 5 (five) Business Days before the date on which the relevant Receivables will be sold, stating that the Originator (the relevant third party purchaser, as the case may be) is not subject to any insolvency proceeding, or any other equivalent certificate under the relevant jurisdiction in which the relevant third party purchaser is incorporated.

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

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

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

More in detail, payments made to the Issuer by any Transaction Party in the 1 (one) year or 6 (six) month suspect period, as applicable, prior to the date on which such party has been declared bankrupt or has been admitted to compulsory liquidation, may be subject to claw-back (*revocatoria fallimentare*) according to article 67 of the Italian Bankruptcy Law (or any equivalent rules under the applicable jurisdiction of incorporation of the Transaction Party). In case of application of article 67, paragraph 1, of the Italian Bankruptcy Law, the relevant payment will be set aside and clawed-back if the Issuer is not able to demonstrate that it was not aware of the state of insolvency of the relevant Transaction Party when the payments were made, whereas, in case of application of article 67, paragraph 2, of the Italian Bankruptcy Law, the relevant payment will be set aside and clawed-back if the receiver is able to demonstrate that the Issuer was aware, or ought to be aware, of the state of insolvency of the relevant Transaction Party. The question as to whether or not the Issuer had actual or constructive knowledge of the state of insolvency at the time of the payment is a question of fact with respect to which a court in its discretion may consider all relevant circumstances.

Claw-back risk does not apply to payments made by assigned debtors, which are exempted from claw-back (*revocatoria fallimentare*) pursuant to article 67 of the Italian Bankruptcy Law and from declaration of ineffectiveness (*declaratoria di inefficacia*) pursuant to article 65 of the Italian Bankruptcy Law.

Insurances may not cover losses in full

The Loan Agreements are assisted by an Insurance Policy issued by an Insurance Company.

There can be no assurance that the insured losses will be covered in full for the benefit of the Issuer. Any loss incurred which is not covered, in whole or in part, by the relevant Insurance Policy could adversely affect the value of the Receivables and the ability of the Issuer to recover the full amount due under the relevant Loan.

Loans for the purchase of used vehicles have historically a lower performance

Historically, the risk of non-payment of auto loans in relation to used vehicles is greater than in relation to auto loans for the purchase of new vehicles. Indeed, it has been observed that the performance of the debtors who have purchased used vehicles is worse than that of the debtors who have purchased new vehicles.

A worse performance by the Debtors who have used the Loans to purchase Used Cars may negatively affect the ability of the Issuer to fulfil its payment obligations under the Notes.

In this respect, prospective Noteholders should note that, as at the Valuation Date, the Outstanding Principal of the Receivables comprised in the Portfolio arising from Used Car Loans is equal to 45.05 per cent. of the Outstanding Principal of all Receivables comprised in the Portfolio. For further details, see the section headed "*The Portfolio*".

The Issuer will not have any title to the Cars nor will it benefit from any security interests over the same

The Issuer will acquire from the Originator interests in the Receivables, including rights to receive certain payments from the Borrowers and other ancillary rights under the Loan Agreements.

However, in relation to New Vehicles Loans and Used Vehicles Loans, the Issuer will not have any title to the Cars nor will it benefit from any security interests over the same.

Therefore, in the event of a payment default by the Borrowers, the Issuer will not be entitled to repossess the Cars nor it will have any priority rights over the proceeds deriving from the sale or other disposal of such Cars and this may ultimately affect the ability of the Issuer to pay the amounts due under the Notes.

Eligible Investments may not be fully recoverable in certain circumstances

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

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

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

3. OTHER RISKS RELATING TO THE NOTES AND THE STRUCTURE

Investment in the Notes is only suitable for certain investors

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

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

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

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

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

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

Payments of interest on any Class of Notes (other than the Most Senior Class of Notes) will be subject to deferral to the extent that there are insufficient Issuer Available Funds on any Payment Date in accordance with the Pre-Acceleration Priority of Payments to pay in full the relevant Aggregate Interest Amount which would otherwise be payable on such Class of Notes. The amount by which the aggregate amount of interest paid on any Class of Notes (other than the Most Senior Class of Notes) on any Payment Date in accordance with Condition 5 (*Interest and Class J Variable Return*) falls short of the Aggregate Interest Amount which otherwise would be payable on such Class of Notes on that date shall be aggregated with the amount of, and treated for the purposes of Condition 5 (*Interest and Class J Variable Return*) as if it were interest due on, such Class of Notes and, subject as provided below, payable on the next succeeding Payment Date. No interest will accrue on any amount so deferred.

If the Class B Interest Subordination Event has occurred in respect of any Payment Date, interest on the Class B Notes will not then be payable under item (vii) (*seventh*) of the Pre-Acceleration Priority of Payments, but will instead be payable under item (xii) (*twelfth*) of the Pre-Acceleration Priority of Payments.

Any amounts so subordinated may be deferred to the extent the Issuer Available Funds applied in accordance with the Pre-Acceleration Priority of Payments are not sufficient to pay in full the Aggregate Interest Amount which would otherwise be due on the Class B Notes.

If the Class C Interest Subordination Event has occurred in respect of any Payment Date, interest on the Class C Notes will not then be payable under item (viii) (*eighth*) of the Pre-Acceleration Priority of Payments, but will instead be payable under item (xiv) (*fourteenth*) of the Pre-Acceleration Priority of Payments. Any amounts so subordinated may be deferred to the extent the Issuer Available Funds applied in accordance with the Pre-Acceleration Priority of Payments are not sufficient to pay in full the Aggregate Interest Amount which would otherwise be due on the Class C Notes.

If the Class D Interest Subordination Event has occurred in respect of any Payment Date, interest on the Class D Notes will not then be payable under item (ix) (*ninth*) of the Pre-Acceleration Priority of Payments, but will instead be payable under item (xvi) (*sixteenth*) of the Pre-Acceleration Priority of Payments. Any amounts so subordinated may be deferred to the extent the Issuer Available Funds applied in accordance with the Pre-Acceleration Priority of Payments are not sufficient to pay in full the Aggregate Interest Amount which would otherwise be due on the Class D Notes.

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

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

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

Individual Noteholders have limited enforcement rights

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

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

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

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

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

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

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

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

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

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

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

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

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

4. RISKS RELATED TO CHANGES TO THE STRUCTURE AND DOCUMENTS

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

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

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

(b) any Extraordinary Resolution involving any matter other than a Basic Terms Modification that is passed by the holders of the Most Senior Class of Notes (or, if so expressly provided for, the holders of Rated Notes) shall be binding on the other Classes of Notes irrespective of the effect thereof on their interests;

(c) no Ordinary Resolution or Extraordinary Resolution involving any matter other than a Basic Terms Modification that is passed by the holders of a Class of Notes which is not the Most Senior Class of Notes shall be effective unless it is sanctioned by an Ordinary Resolution or Extraordinary Resolution, as the case may be, of the holders of the Most Senior Class of Notes.

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

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

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

(a) any amendment to any Priority of Payments;

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

(c) any amendment to any Transaction Document if such amendment(s) would have the effect that the Swap Counterparty would be reasonably required to pay more or receive less than would otherwise have been the case immediately prior to such amendment; or

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

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

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

Pursuant to the Rules of the Organisation of the Noteholders, the Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditors, concur with the Issuer and any other relevant parties in making: (i) any amendment or modification to the Conditions (other than in respect of a Basic Terms Modification) or any of the Transaction Documents which, in the opinion of the Representative

of the Noteholders, it may be economically reasonable to make and will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes; and (ii) any amendment or modification to these Conditions or to any of the Transaction Documents, if, in the opinion of the Representative of the Noteholders, such amendment or modification is expedient to make, is of a formal, minor or technical nature, is made to correct a manifest error or an error which, in the opinion of the Representative of the Noteholders, is proven or is necessary or desirable for the purposes of clarification.

In addition, the Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditor (other than those which are parties to the relevant Transaction Documents), authorise or waive any proposed breach or breach of the Notes (including a Trigger Event) or of the Intercreditor Agreement or of any other Transaction Document, if, in the opinion of the Representative of the Noteholders, the interests of the holders of the Most Senior Class of Notes will not be materially prejudiced by such authorisation or waiver, provided that the Representative of the Noteholders shall not exercise any of such powers in contravention of any express direction by an Extraordinary Resolution or so as to authorise or waive any proposed breach or breach relating to a Basic Terms Modification.

Furthermore, subject to certain conditions set out in the Rules of the Organisation of the Noteholders, the Representative of the Noteholders: (a) shall be obliged, without any consent or sanction of the Noteholders or any of the Other Issuer Creditors (other than the Swap Counterparty), to concur with the Issuer or any other relevant parties in making any modification (other than in respect of a Basic Terms Modification) to the Conditions or any other Transaction Document that the Issuer considers necessary for the purposes of effecting a Base Rate Modification pursuant to Condition 5(d) (*Interest and Class J Variable Return - Fallback provisions*); and (b) shall be obliged, without any consent or sanction of the Noteholders or any of the Other Issuer Creditors, to concur with the Issuer or any other relevant parties in making any modification (other than in respect of a Basic Terms Modification) to the Conditions or any other Transaction Document that the Issuer considers necessary (i) in order to enable the Issuer and/or the Swap Counterparty to comply with any obligation which applies to it under EMIR; (ii) for so long as the Senior Notes are intended to be held in a manner which will allow for Eurosystem eligibility (the criteria in respect of which are currently set out in the ECB Guideline (EU) 2015/510, as amended), for the purposes of maintaining such eligibility; (iii) for the purposes of complying with the EU Securitisation Regulation; or (iv) for the purposes of enabling the Originator to exclude the Receivables from its calculation of risk-weighted exposure amounts and, where relevant, expected loss amounts in accordance with article 244(1)(b) of the CRR. For further details, see the section headed "*Schedule 1 to the Terms and Conditions of the Notes - Rules of the Organisation of the Noteholders*".There is no assurance that each Noteholder concurs with any such modification by the Representative of the Noteholders.

5. COUNTERPARTY RISKS

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

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

The Sub-Servicer has undertaken to prepare and deliver, on or prior to each Sub-Servicer's Report Date, the Sub-Servicer's Report to the Issuer, the Master Servicer, the Account Bank, the Custodian (if any), the Calculation Agent, the Representative of the Noteholders, the Paying Agent, the Corporate Servicer, the Arranger, the Swap Counterparty and the Rating Agencies (with the exception of the "Loan-by-Loan" sheet, that will be delivered to the Issuer, the Master Servicer and the Corporate Servicer within the 9th (ninth) Business Day of each calendar month). Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early*

redemption for Clean-up Call Event), if the Sub-Servicer fails to deliver the Sub-Servicer's Report to the Calculation Agent by the relevant Sub-Servicer's Report Date (or such later date as may be agreed between the Sub-Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), the Calculation Agent shall prepare the Payments Report relating to the immediately following Payment Date on the basis of the provisions of the Transaction Documents and any other information available on the relevant Calculation Date (including, without limitation, the balance standing to the credit of the Accounts), irrespective of its completeness and only interest on the Senior Notes (and, as long as no relevant Mezzanine Interest Subordination Event has occurred in relation to a Class of Mezzanine Notes in respect of the relevant Payment Date, interest on such Class of Mezzanine Notes) and any amounts ranking in priority thereto under the Pre-Acceleration Priority of Payments shall be due and payable on such Payment Date, to the extent there are sufficient Issuer Available Funds to make such payments (the **Provisional Payments**). It is understood that the non-payment of principal on the Notes on such Payment Date would not constitute a Trigger Event. On the next Calculation Date and subject to the receipt of the relevant Sub-Servicer's Report, in a timely manner, from the Sub-Servicer, the Calculation Agent shall, in determining the amounts due and payable on the immediately following Payment Date, make any necessary adjustment to take into account the difference (if any) between the Provisional Payments made on the immediately preceding Payment Date and the actual amounts that would have been due on that Payment Date.

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

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

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

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

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

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

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

Without limiting the generality of the foregoing, under the Securitisation (i) Fiditalia will act as Originator, Sub-Servicer and Reporting Entity; (ii) BNYM, Milan branch will act as Account Bank and Paying Agent; (iii) Banca Finint will act as Master Servicer, Calculation Agent, Corporate Servicer and Representative of the Noteholders; (iv) Société Générale will act as Arranger and Lead Manager and Commingling and Set-Off Guarantor.

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

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

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

6. ORIGINATOR RISKS

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

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

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

7. MACRO-ECONOMIC AND MARKET RISKS

Impact of COVID-19 Pandemic

The COVID-19 outbreak has had, and continues to have, a material impact on businesses around the world and the economic environments in which they operate. There are a number of factors associated with the outbreak and its impact on global economies that could have a material adverse effect on (among other things) the profitability, valuation and/or marketability of the Notes.

The COVID-19 outbreak has caused disruption to a number of jurisdictions, including Italy, which have implemented certain restrictions with a resultant significant impact on economic activity in those jurisdictions. These restrictions are being determined by the governments of individual jurisdictions (including through the implementation of emergency powers) and impacts (including the timing of implementation and any subsequent lifting of restrictions) may vary from time to time. It remains unclear how this will evolve through 2021 and thereafter and, therefore, a Noteholder bears the risk that the market

price of the Notes falls as a result of the general development of the market or that the Issuer will not be able to satisfy its obligations under the Notes such that the Noteholder may bear a loss in respect of its initial investment.

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

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

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

Risks connected with the United Kingdom leaving the European Union (Brexit) and political and economic decisions of EU and Euro-Zone countries may affect the performance of the Securitisation

Pursuant to a referendum held in June 2016, the UK has voted to leave the European Union (**EU**) and, on 29 March 2017, the UK Government invoked article 50 of the Lisbon Treaty and officially notified the European Union of its decision to withdraw from the European Union. This commenced the formal two-year process of negotiations regarding the terms of the withdrawal and the framework of the future relationship between the UK and the European Union (the **Article 50 Withdrawal Agreement**). On 31 January 2020 the UK and the European Union finalised and ratified the Article 50 Withdrawal Agreement. Part Four of the Article 50 Withdrawal Agreement provided for a transition period which ended on 31 December 2020. The UK left the EU on 31 January 2020 at 11pm, and the transition period has ended on 31 December 2020 at 11pm. As a result, the Treaty on the European Union and the Treaty on the Functioning of the European Union have ceased to apply to the UK. The UK is also no longer part of the European Economic Area. The EU-UK Trade and Cooperation Agreement (the **Trade and Cooperation Agreement**) which governs the relations between the EU and the UK following the end of the transition period and which had provisional application pending completion of ratification procedures, entered into force on 1 May 2021.

The European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020) and secondary legislation made under powers provided in this Act ensure that there is a functioning statute book in the UK. While the UK introduced a temporary permission regime to allow EEA firms to continue to do business in the UK for a limited period of time, once the passporting regime fell away, the majority of EEA states have not introduced similar transitional regimes. The Trade and Cooperation Agreement is only part of the overall package of agreements reached on 24 December 2020. Other supplementing agreements included a series of joint declarations on a range of important issues where further cooperation is foreseen, including financial services. The declarations state that the EU and the UK will discuss how to move forward with equivalence determinations in relation to financial services. It should be noted that even if equivalence arrangements for certain sectors of the financial services industry are agreed, market access is unlikely to be as comprehensive as the market access that the UK enjoyed through its EU membership.

The exit of the United Kingdom from the European Union, and the possibility that other European Union

countries could hold similar referendums to the one held in the United Kingdom and/or call into question their membership of the European Union or prolonged periods of uncertainty connected to these eventualities could have significant negative impacts on global economic conditions and the stability of international financial markets. These could include further falls in equity markets, a further fall in the value of the pound and, more in general, increase in financial markets volatility, reduction of global markets liquidities. Should any of these circumstances occur, the performance of the Portfolio may deteriorate and, as result, the amounts payable under the Notes might be affected.

Geographic concentration risks

The Receivables arise from Loans in respect of which the Borrowers are individuals who, at the time of the disbursement of the relevant Loans, were resident in the Republic of Italy. A deterioration in economic conditions resulting in increased unemployment rates, consumer and commercial bankruptcy filings, a decline in the strength of national and local economies, inflation and other results that negatively impact household incomes could have an adverse effect on the ability of the Borrowers to make payments on the Loans and result in losses on the Notes.

Loans in the Portfolio may also be subject to geographic concentration risks within certain regions of Italy. To the extent that specific geographic regions in Italy have experienced, or may experience in the future, weaker regional economic conditions (due to local, national and/or global macroeconomic factors) than other regions in Italy, a concentration of the Loans in such a region may exacerbate the risks relating to the Loans described in this section. Certain geographic regions in Italy rely on different types of industries. Any downturn in a local economy or particular industry may adversely affect the regional employment levels and consequently the repayment ability of the Loans in that region or the region that relies most heavily on that industry. In addition, any natural disasters or widespread health crises or the fear of such crises (such as coronavirus, measles, SARS, Ebola, H1N1, Zika, avian influenza, swine flu, or other epidemic diseases) in a particular region may weaken economic conditions and negatively impact the ability of affected Borrowers to make timely payments on the Loans. This may affect receipts on the Loans. If the timing and payment of the Loans is adversely affected by any of the risks described in this paragraph, then payments on the Notes could be reduced and/or delayed and could ultimately result in losses on the Notes. For an overview of the geographical distribution of the Loans, see the section headed "*The Portfolio*". Given the unpredictable effect such factors may have on the local, national or global economy, no assurance can be given as to the impact of any of the matters described above and, in particular, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes.

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

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

The Benchmark Regulation could have a material impact on the Rated Notes, in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the

Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark" or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on the Rated Notes (which are linked to EURIBOR).

While (i) an amendment may be made under Condition 5(d) (*Interest and Class J Variable Return - Fallback provisions*) to change the base rate on the Rated Notes from EURIBOR to an Alternative Base Rate under certain circumstances broadly related to EURIBOR dysfunction or discontinuation and subject to certain conditions being satisfied, (ii) the Issuer is under an obligation to appoint a Rate Determination Agent which must be the investment banking division of a bank of international repute and which is not an affiliate of the Originator to determine an Alternative Base Rate in accordance with Condition 5(d) (*Interest and Class J Variable Return - Fallback provisions*), and (iii) an amendment may be made under paragraph 27(j) (*Additional modifications*) of the Rules of the Organisation of the Noteholders to change the base rate that then, subject to the consent of the Swap Counterparty, applies in respect of the Swap Agreement for the purpose of aligning the base rate of the Swap Agreement to the Reference Rate of the Rated Notes following a Base Rate Modification, there can be no assurance that any such amendments will be made or, if made, that they (a) will fully or effectively mitigate all relevant interest rate risks or result in an equivalent methodology for determining the interest rates on the Rated Notes and the Swap Agreement or (b) will be made prior to any date on which any of the risks described in this risk factor may become relevant.

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

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

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

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

The ratings are based, among other things, on the Rating Agencies' determination of the value of the Portfolio, the reliability of the payments on the Portfolio and the availability of credit enhancement. Future events such as any deterioration of the Portfolio, the unavailability or the delay in the delivery of information, the failure by the Transaction Parties to perform their obligations under the Transaction Documents and the revision, suspension or withdrawal of the unsecured, unsubordinated and unguaranteed debt rating of third parties involved in the Securitisation could have an adverse impact on the credit ratings of the Rated Notes, which may be subject to revision or withdrawal at any time by the assigning Rating

Agency. In addition, in the event of downgrading of the unsecured, unsubordinated and unguaranteed debt rating of third parties involved in the Securitisation, there is no guarantee that the Issuer will be in a position to secure a replacement for the relevant third party or there may be a significant delay in securing such a replacement and, consequently, the rating of the Rated Notes may be affected.

A rating is not a recommendation to purchase, hold or sell the Rated Notes. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the EU CRA Regulation, unless such rating is provided by a credit rating agency not established in the European Union but is endorsed by a credit rating agency established in the European Union and registered under the EU CRA Regulation or such rating is provided by a credit rating agency not established in the European Union which is certified under the EU CRA Regulation.

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

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

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

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

8. LEGAL AND REGULATORY RISKS

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

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

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

prudential requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II framework in Europe.

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

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

The EU Securitisation Regulation applies in general (subject to certain grandfathering) from 1 January 2019. The EU Securitisation Regulation establishes certain common rules for all securitisations that fall within its scope (including recast of pre-1 January 2019 risk retention and investor due diligence regimes). However, some legislative measures necessary for the full implementation of the EU Securitisation Regulation regime have not yet been finalised and compliance with certain requirements is subject to the application of transitional provisions. In addition, some uncertainty remains in relation to the interpretation of some of these requirements and what is or will be required to demonstrate compliance to national regulators.

The UK Securitisation Regulation (which largely mirrors, with some adjustments, the EU Securitisation Regulation) applies in the UK (subject to the temporary transitional relief being available in certain areas) from the end of the transition period in the Brexit process at the start of 2021.

The EU Securitisation Regulation and/or the UK Securitisation Regulation requirements will apply to the Notes. As such, certain European-regulated institutional investors or UK-regulated institutional investors, which include relevant credit institutions, investment firms, authorised alternative investment fund managers, insurance and reinsurance undertakings, certain undertakings for the collective investment of transferable securities and certain regulated pension funds (institutions for occupational retirement provision), are required to comply under article 5 of the EU Securitisation Regulation or article 5 of the UK Securitisation Regulation, as applicable, with certain due diligence requirements prior to holding a securitisation position and on an ongoing basis while holding the position. Among other things, prior to holding a securitisation position, such institutional investors are required to verify under their respective EU or UK regime certain matters with respect to compliance of the relevant transaction parties with credit granting standards, risk retention and transparency requirements and, on transactions notified as EU STS or UK STS, compliance of that transaction with the EU or UK STS requirements, as applicable. If the relevant European- or UK-regulated institutional investor elects to acquire or holds the Notes having failed to comply with one or more of these requirements, as applicable to them under their respective EU or UK regime, this may result in the imposition of a penal capital charge on the Notes for institutional investors subject to regulatory capital requirements or a requirement to take a corrective action, in the case of a certain type of regulated fund investors. Aspects of the requirements of the EU Securitisation Regulation and the UK Securitisation Regulation and what is or will be required to demonstrate compliance to national regulators remain unclear and, it should be noted, that under the UK Securitisation Regulation regime certain temporary transitional relief may be available until 31 March 2022 for the purposes of compliance with the UK institutional investor due diligence requirements. Prospective investors should therefore make themselves aware of the requirements applicable to them in their respective jurisdictions and are required to independently assess and determine the sufficiency of the information described in this Prospectus generally for the purposes of complying with such due diligence requirements under the EU Securitisation Regulation and any corresponding national measures which may be relevant or the UK Securitisation Regulation, as applicable.

Prospective investors should be aware that the Securitisation is not structured to comply with the requirements of the UK Securitisation Regulation. Prospective investors should also note that there can be no assurance that the information in this Prospectus or to be made available to investors in accordance with article 7 of the EU Securitisation Regulation will be adequate for any prospective institutional investors to

comply with their due diligence obligations under the EU Securitisation Regulation or the UK Securitisation Regulation.

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

The STS designation impacts on regulatory treatment of the Notes

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

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

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

securitisation under the EU Securitisation Regulation as at the date of this Prospectus or at any point in time in the future. The STS status of a transaction is not static and investors should verify the current status of the Securitisation on the ESMA STS Register. None of the Issuer, Fiditalia (in any capacity), the Arranger, the Lead Manager, the Representative of the Noteholders or any other Transaction Party makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation or the UK Securitisation Regulation as at the date of this Prospectus nor at any point in time in the future.

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

Italian consumer legislation contains certain protections in favour of debtors

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

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

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

(A) *Linked contracts* (*contratti collegati*)

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

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

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

In addition, with respect to insurance policies financed by the originators/lenders (where the premium is paid up-front by the originators to the insurance companies and then reimbursed to the originators/lenders by the borrowers as a part of the loan instalments), it is uncertain whether such insurance policies may qualify as linked contracts and, as such, would confer on the borrowers the right to terminate the relevant loan agreements or at least claim a refund of the unearned premium from the issuer in case of default of the insurance companies. On the basis of the principles of the Italian civil code it could be reasonably argued that, should the insurance policies qualify as linked contracts, upon default of the insurance companies the borrowers would be entitled to claim only a refund of the portion of the loan financing the premium. However, it should be noted that, as at the date of this Prospectus, no decision has been expressed by any Italian court in respect of this issue.

In this respect, prospective Noteholders should note that, pursuant to the Warranty and Indemnity Agreement, Fiditalia has undertaken to indemnify and hold harmless the Issuer and its directors from and against any and all direct damages, losses, claims, reduced income (*minor incasso*), costs, lost profits (*lucro cessante*) and/or expenses (including, but not limited to, legal fees and disbursements and any value added tax thereon if due) incurred by the Issuer which arise out of or result from any Set-Off Loss being incurred by the Issuer as a consequence of the exercise by any Debtor of any right of set-off (including set-off pursuant to article 125-*septies* of the Consolidated Banking Act also in case of claims for refund of the unearned premium upon default of the Insurance Companies). In addition, pursuant to the Commingling and Set-Off Guarantee, the Commingling and Set-Off Guarantor has unconditionally and irrevocably guaranteed, up to the Set-Off Maximum Guaranteed Amount, as its continuing obligation, the full and punctual performance by the Originator of its obligations to indemnify the Issuer in case of any Set-Off Loss in accordance with the terms of the Warranty and Indemnity Agreement.

(B) *Prepayment right*

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

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

The amendments to article 125-*sexies* of the Consolidated Banking Act introduced by the *Sostegni-bis* Decree would apply to the consumer loan agreements executed after the entry into force of conversion law.

Any prepayment relating to consumer loan agreements entered into prior to such date would continue to be governed by the previous provisions of article 125-*sexies*, as well as by the Bank of Italy's regulations applicable at the time of the relevant prepayment.

In this respect, prospective Noteholders should note that, pursuant to the Warranty and Indemnity Agreement, Fiditalia has undertaken to indemnify and hold harmless the Issuer from and against any and all direct damages, losses, claims, reduced income (*minor incasso*), costs, lost profits (*lucro cessante*) and/or expenses (including, but not limited to, legal fees and disbursements and any value added tax thereon if due) incurred by the Issuer which arise out of or result from any Set-Off Loss being incurred by the Issuer as a consequence of the exercise by any Debtor of any right of set-off (including set-off pursuant to article 125-*septies* of the Consolidated Banking Act also in case of claims for refund of the unearned premium upon default of the Insurance Companies). In addition, pursuant to the Commingling and Set-Off Guarantee, the Commingling and Set-Off Guarantor has unconditionally and irrevocably guaranteed, up to the Set-Off Maximum Guaranteed Amount, as its continuing obligation, the full and punctual performance by the Originator of its obligations to indemnify the Issuer in case of any Set-Off Loss in accordance with the terms of the Warranty and Indemnity Agreement.

(C) *Set-off*

Pursuant to article 125-*septies*, paragraph 1, of the Consolidated Banking Act, debtors are entitled to exercise, against the assignee of a lender under a consumer loan contract, any defence (including set-off) which they had against the original lender, in derogation of the provisions of article 1248 of the Italian civil code (that is even if the borrower has accepted the assignment or has been notified thereof). It is debated whether article 125-*septies*, paragraph 1, of the Consolidated Banking Act allows the assigned consumer to set-off against the assignee only claims that had arisen vis-à-vis the assignor before the assignment or also those claims arising after the assignment, regardless of any notification/acceptance of the same. In this respect it should be noted that the Securitisation Law (as amended by Italian Law no. 9 of 21 February 2014) provides, *inter alia*, that, notwithstanding any provision of law providing otherwise, no set-off may be exercised by a debtor *vis-à-vis* the issuer grounded on claims which have arisen towards the seller after (i) the date of publication of the notice of transfer of the relevant receivables in the Official Gazette, or (ii) the payment of the purchase price (even partial) of the relevant receivables bearing data certain at law (*data certa*).

In this respect, prospective Noteholders should note that, pursuant to the Warranty and Indemnity Agreement, Fiditalia has undertaken to indemnify and hold harmless the Issuer from and against any and all direct damages, losses, claims, reduced income (*minor incasso*), costs, lost profits (*lucro cessante*) and/or expenses (including, but not limited to, legal fees and disbursements and any value added tax thereon if due) incurred by the Issuer which arise out of or result from any Set-Off Loss being incurred by the Issuer as a consequence of the exercise by any Debtor of any right of set-off (including set-off pursuant to article 125-*septies* of the Consolidated Banking Act also in case of claims for refund of the unearned premium upon default of the Insurance Companies). In addition, pursuant to the Commingling and Set-Off Guarantee, the Commingling and Set-Off Guarantor has unconditionally and irrevocably guaranteed, up to the Set-Off Maximum Guaranteed Amount, as its continuing obligation, the full and punctual performance by the Originator of its obligations to indemnify the Issuer in case of any Set-Off Loss in accordance with the terms of the Warranty and Indemnity Agreement.

(D) *Consumer Code's protection*

The Loans are also regulated by article 1469-*bis* of the Italian civil code and by Italian Legislative Decree no. 206 of 6 September 2005 (*Codice del consumo, a norma dell'articolo 7 della legge 29 luglio 2003, n. 229*) (the **Consumer Code**), which implement EC Directive 93/13/CEE on unfair terms in consumer contracts, and provide that any clause in a consumer contract which contains a material imbalance between

the rights and obligations of the consumer under the contract, is deemed to be unfair and is not enforceable against the consumer whether or not the consumer's counterparty acted in good faith.

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

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

In this respect, prospective Noteholders should note that, pursuant to the Warranty and Indemnity Agreement, Fiditalia has undertaken to indemnify and hold harmless the Issuer from and against any and all direct damages, losses, claims, reduced income (*minor incasso*), costs, lost profits (*lucro cessante*) and/or expenses (including, but not limited to, legal fees and disbursements and any value added tax thereon if due) incurred by the Issuer which arise out of or result from any amount of any Receivable not being collected or recovered by the Issuer as a consequence of the exercise by any Debtor of claims and/or counterclaims.

Application of the Securitisation Law has a limited interpretation

As at the date of this Prospectus, limited interpretation of the application of the Securitisation Law has been issued by any Italian governmental or regulatory authority. Consequently, it is possible that such authorities may issue further regulations relating to the Securitisation Law or to the interpretation thereof, the impact of which cannot be predicted by the Issuer or any other party as at the date of this Prospectus.

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

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

The Originator does not intend to retain at least 5 per cent. of the credit risk of the Issuer for the purposes of the U.S. Risk Retention Rules and the issuance of the Notes was not designed to comply with the U.S. Risk Retention Rules, the Originator intends to rely on an exemption provided for in Section __.20 of the U.S. Risk Retention Rules regarding non-U.S. transactions. Such non-U.S. transactions must meet certain requirements, including that (1) the transaction is not required to be and is not registered under the Securities Act; (2) no more than 10 per cent. of the dollar value (or equivalent amount in the currency in which the securities are issued) of all classes of securities issued in the securitisation transaction are sold or transferred to U.S. persons (in each case, as defined in the U.S. Risk Retention Rules) or for the account or benefit of

U.S. persons (as defined in the U.S. Risk Retention Rules and referred to in this Prospectus as Risk Retention U.S. Persons); (3) neither the sponsor nor the issuer is organised under U.S. law or is a branch located in the United States of a non-U.S. entity; and (4) no more than 25 per cent. of the underlying collateral was acquired from a majority-owned affiliate or branch of the sponsor or issuer organised or located in the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

acquiring such Note or a beneficial interest therein for its own account and not with a view to distribute such Note; and (3) is not acquiring such Note or a beneficial interest therein as part of a scheme to evade the requirements of the U.S. Risk Retention Rules (including acquiring such Note through a non-Risk Retention U.S. Person, rather than a Risk Retention U.S. Person, as part of a scheme to evade the 10 per cent. Risk Retention U.S. Person limitation in the exemption provided for in Section_.20 of the U.S. Risk Retention Rules).

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

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

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

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

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

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

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

in the covered fund or through any right of the holder to participate in the selection of an investment manager or advisor or the board of directors of such covered fund.

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

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

EMIR (as amended by Regulation (EU) no. 2019/834 (**EMIR Refit 2.1**)) prescribes a number of regulatory requirements for counterparties to derivatives contracts including (i) a mandatory clearing obligation for certain classes of OTC derivatives contracts (the **Clearing Obligation**); (ii) collateral exchange, daily valuation and other risk mitigation requirements for OTC derivatives contracts not subject to clearing (the **Risk Mitigation Requirements**); and (iii) certain reporting requirements. In general, the application of such regulatory requirements in respect of a swap transaction will depend on the classification of the counterparties to such derivative transaction.

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

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

Prospective investors should note that there is some uncertainty with respect to the ability of the Issuer to comply with the Clearing Obligation and the collateral exchange obligation were they to be applicable, which may (i) lead to regulatory sanctions, (ii) adversely affect the ability of the Issuer to continue to be party to the Swap Agreement (possibly resulting in a restructuring or termination of the Swap Agreement) or to enter into replacement swap agreements and/or (iii) significantly increase the cost of such arrangements,

thereby negatively affecting the ability of the Issuer to hedge the interest rate risk in respect of the Rated Notes. As a result, the amounts available to the Issuer to meet its obligations may be reduced, which may in turn result in investors' receiving less interest on the Rated Notes than expected.

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

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

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

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

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

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

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

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

Italian Law no. 108 of 7 March 1996 (as amended and supplemented, the **Usury Law**) introduced legislation preventing lenders from applying interest rates equal to or higher than rates (the **Usury Rates**) set every three months on the basis of a Decree issued by the Italian Treasury (the last such Decree having been published on 30 September 2021). In addition, even where the applicable Usury Rates are not exceeded, interest and other advantages and/or remuneration may be held to be usurious if: (a) they are disproportionate to the amount lent (taking into account the specific circumstances of the transaction and the average rate usually applied for similar transactions) and (b) the person who paid or agreed to pay was in financial and economic difficulties. The provision of usurious interest, advantages or remuneration has the same consequences as non-compliance with the Usury Rates.

With a view to limiting the impact of the application of the Usury Law to Italian loans executed prior to the entering into force of the Usury Law, the Italian Government has specified with Law Decree no. 394 of 29 December 2000 (the **Usury Law Decree**), converted into Law no. 24 by the Italian Parliament on 28 February 2001, that an interest rate is to be deemed usurious only if it is higher than the Usury Rate in force at the time the relevant agreement is reached, regardless of the time at which interest is repaid by the borrower. However, it should be noted that few commentators and some lower court decisions have held that, irrespective of the principle set out in the Usury Law Decree, if an interest originally agreed at a rate falling below the then applicable usury limit were, at a later date, to exceed the usury limit from time to time in force, such interest should nonetheless be reduced to the then applicable usury limit. Recently, such opinion seems confirmed by the Italian Supreme Court (Cass. Sez. I, 11 January 2013, no. 602 and Cass. Sez. I, 11 January 2013, no. 603), which stated that an automatic reduction of the applicable interest rate to the Usury Rates applicable from time to time shall apply to the loans.

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

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

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

The Italian Supreme Court, under decision no. 350/2013, as recently confirmed by decisions no. 23192/17 and no. 19597/2020, has clarified that the default interest rates are relevant and must be taken into account when calculating the aggregate remuneration of any given financing for the purposes of determining its compliance with the applicable Usury Rates. Such interpretation is in contradiction with the current methodology for determining the Usury Rates, considering that the relevant surveys aimed at calculating the applicable average rate never took into account the default interest rates.

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

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

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

Pursuant to article 1283 of the Italian civil code, in respect of a monetary claim or receivable, accrued interest may be capitalised after a period of not less than 6 (six) months only (i) under an agreement entered into after the date on which it has become due and payable or (ii) from the date when any legal proceedings are commenced in respect of that monetary claim or receivable. Article 1283 of the Italian civil code allows derogation from this provision in the event that there are recognised customary practices ("*usi*") to the contrary. Banks and other financial institutions in the Republic of Italy have traditionally capitalised accrued interest on a quarterly basis on the grounds that such practice could be characterised as a customary practice ("*uso normativo*"). However, a number of judgements from Italian courts (including the judgements from the Italian Supreme Court (*Corte di Cassazione*) no. 2374/99, no. 2593/03, no. 21095/2004 as confirmed by judgement no. 24418/2010 of the same Court) have held that such practices may not be defined as customary practices ("*uso normativo*").

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

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

In this respect, under the Warranty and Indemnity Agreement the Originator has (i) represented that the Loans are not in breach of the provisions of articles 1283 (*anatocismo*), and (ii) undertaken to indemnify the Issuer for the non-compliance of the terms and conditions of any Loan Agreement with the provisions of article 1283 of the Italian civil code or repurchase the relevant Receivables.

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

Certain rights of the Issuer under the Transaction Documents may become barred under statutes of limitation by operation of law. In particular, there is a possibility that the 1 (one) year statute of limitation period set out in article 1495 of the Italian civil code could be held to apply to some or all of the representations and

warranties given by the Originator in the Warranty and Indemnity Agreement, on the ground that such provisions may not be derogated from by the parties to a sale contract (*contratto di compravendita*) (such as the Transfer Agreement).

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

Change of law may impact the Securitisation

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

In the event of any change in the law and/or tax regulations and/or their official interpretations after the Issue Date, the performance of the Securitisation and the ratings assigned to the Rated Notes may be affected. In addition, it should be noted that regulatory requirements (including any applicable retention, due diligence or disclosure obligations) may be recast or amended and there can be no assurance that any such changes will not adversely affect the compliance position of any transaction described in this Prospectus or of any party under any applicable law or regulation.

9. TAX RISKS

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

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

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

The scope of application of FATCA is unclear in some respects

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

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (the **IGAs**). Pursuant to FATCA and the Model 1 and Model 2 IGAs released by the United States, an FFI in an IGA signatory country could be treated as a Reporting FI (as defined in FATCA) not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction would generally not be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments it makes. The Model 2 IGA leaves open the possibility that a Reporting FI might in the future be required to withhold as a Participating FFI (as defined in FATCA) on foreign pass-through payments and payments that it makes to

Recalcitrant Holders (as defined in FATCA). Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States and the Republic of Italy have entered into an agreement (the **US-Italy IGA**) based largely on the Model 1 IGA, which has been ratified in Italy by Law no. 95 of 18 June 2015.

Since the FATCA regulations are complex and uncertain in some respects, in particular with respect to the definition of so-called "pass-thru payments" the application of FATCA to payments between financial intermediaries is not entirely certain. Indeed, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA Withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA Withholding.

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

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

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

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

This opinion has been expressed by scholars and tax specialists and has been confirmed by the Italian tax authority (*Agenzia delle Entrate*) (Circular no. 8/E of 6 February 2003, Rulings No. 77/E of 4 August 2010, no. 18 of 30 January 2019, no. 56 of 15 February of 2019 and no. 132 of 2 March 2021, all issued by the Italian tax authority, as confirmed by decisions of the Italian Supreme Court no. 13162 of 16 May 2019 and no. 10885 of 27 May 2015) on the grounds that the net proceeds generated by the securitised assets may not be considered as legally available to an issuer insofar as any and all amounts deriving from the underlying assets are specifically destined to satisfy the obligations of such issuer to the noteholders, the originator and any other creditors of the issuer in respect of the securitisation of the underlying assets in compliance with applicable laws. Specifically, it has been upheld that, due to the segregation of the assets relating to a securitisation transaction, the economic results (*risultati economici*) deriving from the management of the assets of the securitisation transaction shall not be deemed to be attributable or to pertain to the relevant issuer (*non entrano nella disponibilità giuridica della società veicolo*). Accordingly, only at the end of the securitisation, once the obligations vis-à-vis all the creditors of the segregated assets have been discharged, the residual economic result, if any, deriving from the management of the assets of the securitisation may become attributable and pertain (if so agreed) to the relevant issuer and, as such, be included in its taxable income for the purposes of Italian corporation tax (IRES) and the Italian regional tax on productive activities (IRAP).

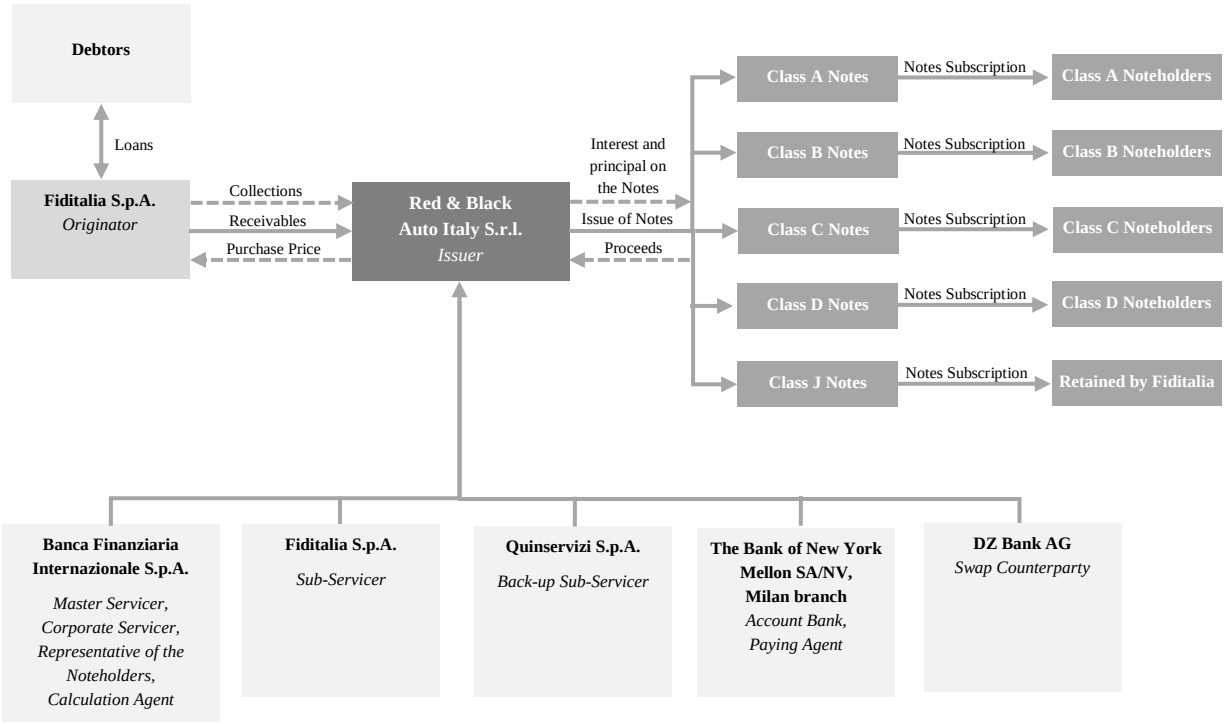
It is, however, possible that future rulings, guidelines, regulations or letters relating to the Securitisation Law or to the interpretation of certain provisions of Italian corporate income tax which may be issued by the Ministry of Economy and Finance, the Italian Revenue Agency or another competent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

TRANSACTION OVERVIEW

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

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

1. TRANSACTION DIAGRAM



2. THE PRINCIPAL PARTIES

Issuer

Red & Black Auto Italy S.r.l., a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated under the laws of the Republic of Italy, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 05254340267, quota capital of Euro 10,000 fully paid-up, enrolled with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 7 June 2017 under no. 35838.2, having as its sole corporate object the realisation of securitisation transactions pursuant to the Securitisation Law.

The Issuer has been established as a special purpose vehicle for the purposes of issuing asset backed securities in the context of one or more securitisation transactions, subject to Condition 4(p) (*Further securitisations and corporate existence*).

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

Originator

Fiditalia S.p.A., a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Via G. Silva, 34, 20149 Milan, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi no. 08437820155, enrolled in the register of financial intermediaries ("*Albo Unico*") held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act under no. 37, subject to the direction and coordination (*soggetta all'attività di direzione e coordinamento*) of Société Générale (**Fiditalia**).

For further details, see the section headed "*Fiditalia*".

Master Servicer

Banca Finanziaria Internazionale S.p.A., *breviter* **Banca Finint S.p.A.**, a bank incorporated as a joint stock company (*società per azioni*) under the laws of the Republic of Italy with a sole shareholder, having its registered office in Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, share capital of Euro 71,817,500.00 fully paid up, tax code and enrolment in the companies' register of Treviso-Belluno no. 04040580963, VAT Group "*Gruppo IVA FININT S.P.A.*" - VAT no. 04977190265, registered in the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act under no. 5580 and in the register of the banking group held by the Bank of Italy as parent company of the Banca Finanziaria Internazionale Banking Group, member of the "*Fondo Interbancario di Tutela dei Depositi*" and of the "*Fondo Nazionale di Garanzia*" (**Banca Finint**).

The Master Servicer will act as such pursuant to the Servicing Agreement.

For further details, see the section headed "*Banca Finint*".

Sub-Servicer

Fiditalia.

The Sub-Servicer will act as such pursuant to the Sub-Servicing Agreement.

For further details, see the section headed "*Fiditalia*".

Back-up Sub-Servicer

Quinservizi S.p.A., a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Via Felice Casati, 1/A, 20124 Milan, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi no. 00929350395, subject to the direction and coordination (*soggetta all'attività di direzione e coordinamento*) of Gruppo MutuiOnline S.p.A. (**Quinservizi**).

The Back-up Sub-Servicer will act as such pursuant to the Back-up Sub-Servicing Agreement.

	For further details, see the section headed "*Quinservizi*".
Corporate Servicer	**Banca Finint**. The Corporate Servicer will act as such pursuant to the Corporate Services Agreement. For further details, see the section headed "*Banca Finint*".
Representative of the Noteholders	**Banca Finint**. The Representative of the Noteholders will act as such pursuant to the Intercreditor Agreement and the Rules of the Organisation of the Noteholders. For further details, see the section headed "*Banca Finint*".
Calculation Agent	**Banca Finint**. The Calculation Agent will act as such pursuant to the Agency and Accounts Agreement. For further details, see the section headed "*Banca Finint*".
Account Bank	**The Bank of New York Mellon SA/NV, Milan branch**, a bank incorporated under the laws of Belgium, having its registered office at 46 Rue Montoyer, Montoyerstraat 46 - B-1000 Brussels, Belgium, acting through its Milan branch at Via Mike Bongiorno 13, 20124 Milan, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi under no. 09827740961, enrolled as a "*filiale di banca estera*" under no. 8070 and with ABI code 3351.4 with the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act (**BNYM, Milan branch**). The Account Bank will act as such pursuant to the Agency and Accounts Agreement. For further details, see section headed "*BNYM, Milan branch*".
Paying Agent	**BNYM, Milan branch**. The Paying Agent will act as such pursuant to the Agency and Accounts Agreement. For further details, see the section headed "*BNYM, Milan branch*".
Reporting Entity	**Fiditalia**. The Reporting Entity will act as such pursuant to the Intercreditor Agreement. For further details, see the section headed "*Fiditalia*".

Quotaholder	**Stichting Egeo**, a Dutch law foundation (*stichting*) incorporated under the laws of The Netherlands, having its registered office at Locatellikade 1, 1076AZ Amsterdam, The Netherlands, with Italian fiscal code no. 91049040263 and enrolled with the Chamber of Commerce in Amsterdam under no. 81925743. For further details, see the section headed "*The Issuer*".
Stichting Corporate Services Provider	**Wilmington Trust SP Services (London) Limited**, a private limited liability company incorporated under the laws of England and Wales, having its registered office at Third Floor, 1 King's Arms Yard, London EC2R 7AF, United Kingdom, enrolled with the Trade Register of the Chamber of Commerce of England and Wales under no. 02548079. The Stichting Corporate Services Provider will act as such pursuant to the Stichting Corporate Services Agreement.
Swap Counterparty	**DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main**, a stock corporation (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, having its registered office at Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) in Frankfurt am Main under registration number HRB 45651 (**DZ BANK**). The Swap Counterparty will act as such pursuant to the Swap Agreement. For further details, see the section headed "*DZ BANK*".
Commingling and Set-Off Guarantor	**Société Générale**, a bank incorporated under the laws of the Republic of France as a public limited company (*société anonyme*), having its registered office at 29, Boulevard Haussmann, 75009 Paris, France, enrolment with the companies' register of Paris under no. 552120222 (**Société Générale**). The Commingling and Set-Off Guarantor will act as such pursuant to the Commingling and Set-Off Guarantee. For further details, see the section headed "*Société Générale*".
Arranger	**Société Générale**.
Lead Manager	**Société Générale**.

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

3. PRINCIPAL FEATURES OF THE NOTES

The Notes

On the Issue Date, the Issuer will issue:

(a) Euro 945,000,000 Class A Asset Backed Floating Rate Notes due December 2031 (the **Class A Notes** or the **Senior Notes**);

(b) Euro 15,000,000 Class B Asset Backed Floating Rate Notes due December 2031 (the **Class B Notes**);

(c) Euro 19,000,000 Class C Asset Backed Floating Rate Notes due December 2031 (the **Class C Notes**);

(d) Euro 21,000,000 Class D Asset Backed Floating Rate Notes due December 2031 (the **Class D Notes** and, together with the Class B Notes and the Class C Notes, the **Mezzanine Notes** and, together with the Senior Notes, the **Rated Notes**);

(e) Euro 5,000,000 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2031 (the **Class J Notes** or the **Junior Notes** and, together with the Senior Notes and the Mezzanine Notes, the **Notes**).

Issue Price

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

(a) Class A Notes: 100.603 per cent.;

(b) Class B Notes: 100 per cent.;

(c) Class C Notes: 100 per cent.;

(d) Class D Notes: 100 per cent.;

(e) Class J Notes: 100.20 per cent.

Form and denomination

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

The Notes will be issued in dematerialised form (*in forma dematerializzata*) on behalf of the ultimate owners, until redemption and/or cancellation thereof, through Monte Titoli for the account of the relevant Monte Titoli Account Holders. Monte Titoli will act as depository for Clearstream and Euroclear in accordance with article 83-*bis* of the Consolidated Financial Act, through the authorised institutions listed in article 83-*quarter* of the Consolidated Financial Act. Title to the Notes will at all times be evidenced by book-entries in accordance with the provisions of (i) article 83-*bis* of the Consolidated Financial Act, and (ii) the CONSOB and Bank of Italy

Joint Resolution. No physical document of title will be issued in respect of the Notes.

Interest on the Notes

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

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

(a) in respect of the Class A Notes, a floating rate equal to EURIBOR (as determined in accordance with the Conditions), plus a margin of 0.70 per cent. per annum;

(b) in respect of the Class B Notes, a floating rate equal to EURIBOR (as determined in accordance with the Conditions), plus a margin of 1.00 per cent. per annum;

(c) in respect of the Class C Notes, a floating rate equal to EURIBOR (as determined in accordance with the Conditions), plus a margin of 1.50 per cent. per annum;

(d) in respect of the Class D Notes, a floating rate equal to EURIBOR (as determined in accordance with the Conditions), plus a margin of 2.85 per cent. per annum; and

(e) in respect of the Class J Notes, a fixed rate equal to 3.50 per cent. per annum.

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

Interest on the Notes will accrue on a daily basis and will be payable in Euro in arrear by reference to successive Interest Periods on each date falling (i) prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, on the 28 (twenty-eighth) calendar day of each month in each year (or, if such day is not a Business Day, the immediately following Business Day), or (ii) following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, on any such Business Day as determined by the Representative of the Noteholders on which payments are to be made under the Securitisation (each, a **Payment Date**), in each case in accordance with the applicable Priority of Payments. The first payment of interest on the Notes will be due on the Payment Date falling on 28 December 2021 in respect of the Interest Period from (and including) the Issue Date up to (but excluding) such Payment Date.

Interest deferral

Payments of interest on any Class of Notes (other than the Most Senior Class of Notes) will be subject to deferral to the extent that there are insufficient Issuer Available Funds on any Payment Date in accordance with the Pre-Acceleration Priority of Payments to pay in full the relevant Aggregate Interest Amount which would otherwise be payable on such Class of Notes. The amount by which the aggregate amount of interest paid on any Class of Notes (other than the Most Senior Class of Notes) on any Payment Date in accordance with Condition 5 (*Interest and Class J Variable Return*) falls short of the Aggregate Interest Amount which otherwise would be payable on such Class of Notes on that date shall be aggregated with the amount of, and treated for the purposes of Condition 5 (*Interest and Class J Variable Return*) as if it were interest due on, such Class of Notes and, subject as provided below, payable on the next succeeding Payment Date. No interest will accrue on any amount so deferred.

If the Class B Interest Subordination Event has occurred in respect of any Payment Date, interest on the Class B Notes will not then be payable under item (vii) (*seventh*) of the Pre-Acceleration Priority of Payments, but will instead be payable under item (xii) (*twelfth*) of the Pre-Acceleration Priority of Payments. Any amounts so subordinated may be deferred to the extent the Issuer Available Funds applied in accordance with the Pre-Acceleration Priority of Payments are not sufficient to pay in full the Aggregate Interest Amount which would otherwise be due on the Class B Notes.

If the Class C Interest Subordination Event has occurred in respect of any Payment Date, interest on the Class C Notes will not then be payable under item (viii) (*eighth*) of the Pre-Acceleration Priority of Payments, but will instead be payable under item (xiv) (*fourteenth*) of the Pre-Acceleration Priority of Payments. Any amounts so subordinated may be deferred to the extent the Issuer Available Funds applied in accordance with the Pre-Acceleration Priority of Payments are not sufficient to pay in full the Aggregate Interest Amount which would otherwise be due on the Class C Notes.

If the Class D Interest Subordination Event has occurred in respect of any Payment Date, interest on the Class D Notes will not then be payable under item (ix) (*ninth*) of the Pre-Acceleration Priority of Payments, but will instead be payable under item (xvi) (*sixteenth*) of the Pre-Acceleration Priority of Payments. Any amounts so subordinated may be deferred to the extent the Issuer Available Funds applied in accordance with the Pre-Acceleration Priority of Payments are not sufficient to pay in full the Aggregate Interest Amount which would otherwise be due on the Class D Notes.

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

Any Aggregate Interest Amount due but not payable on the Most

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

Class J Variable Return

In addition, a variable return may or may not be payable on the Class J Notes (the **Class J Variable Return**) in Euro on each Payment Date, in accordance with the applicable Priority of Payments.

On each Payment Date, the Class J Variable Return will be equal to any Issuer Available Funds remaining after making payments under items (i) (*first*) to (xxvi) (*twenty-sixth*) (inclusive) of the Pre-Acceleration Priority of Payments or under items (i) (*first*) to (xviii) (*eighteenth*) (inclusive) of the Post-Acceleration Priority of Payments, as the case may be, and may be equal to 0 (zero).

Status

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

Ranking and subordination

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

(a) the Notes of the same Class will rank *pari passu* and *pro rata* without preference or priority amongst themselves as to payment of interest and repayment of principal;

(b) the Notes of different Classes will rank as follows as to payment of interest and repayment of principal:

(i) payment of interest on the Class A Notes will rank in priority to payment of interest on the Class B Notes, payment of interest on the Class C Notes, payment of interest on the Class D Notes, repayment of principal on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes on a *pro-rata* basis, payment of interest on the Class J Notes, repayment of principal on the Class J Notes and payment of the Class J Variable Return (if any) on the Class J Notes;

(ii) payment of interest on the Class B Notes will rank in priority to payment of interest on the Class C Notes, payment of interest on the Class D Notes, repayment of principal on the Class A Notes, the Class B Notes,

the Class C Notes and the Class D Notes on a *pro-rata* basis, payment of interest on the Class J Notes, repayment of principal on the Class J Notes and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes;

(iii) payment of interest on the Class C Notes will rank in priority to payment of interest on the Class D Notes, repayment of principal on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes on a *pro-rata* basis, payment of interest on the Class J Notes, repayment of principal on the Class J Notes and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes and payment of interest on the Class B Notes;

(iv) payment of interest on the Class D Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to repayment of principal on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes on a *pro-rata* basis, payment of interest on the Class J Notes, repayment of principal on the Class J Notes and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes, payment of interest on the Class B Notes and payment of interest on the Class C Notes,

provided however that:

(A) if, in relation to any Class of Mezzanine Notes, a Mezzanine Interest Subordination Event has occurred in respect of any Payment Date, interest on that Class of Mezzanine Notes will not then rank in priority to repayment of principal on the Rated Notes, but will instead be subordinated to: (i) in relation to Class B Notes, repayment of principal on the Class A Notes; (ii) in relation to Class C Notes, repayment of principal on the Class A Notes and the Class B Notes; (iii) in relation to Class D Notes, repayment of principal on the Class A Notes, the Class B Notes and the Class C Notes, and will be payable in accordance with the relevant item of the Pre-Acceleration Priority of Payments;

(B) during (i) the period starting from (and including) the Issue Date and ending on (and excluding) the Payment Date on which the Class A Notes Support Ratio is at least equal to 12 per cent. (the **Initial**

Sequential Redemption Period), and (ii) following the occurrence of a Sequential Redemption Event, the period starting from (and including) the date on which a Sequential Redemption Event occurs and ending on (and including) the Payment Date on which the Notes will be redeemed in full and/or cancelled (the **Sequential Redemption Period**), repayment of principal on the Class A Notes and each Class of Mezzanine Notes will be made in a sequential order in accordance with the Pre-Acceleration Priority of Payments; and

(C) on the Regulatory Call Early Redemption Date, the Regulatory Call Allocated Principal Amount shall be applied to repay principal on each Class of Mezzanine Notes in the order of priority set out in the Regulatory Call Priority of Payments.

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

(a) the Class A Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes;

(b) the Class B Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class C Notes, the Class D Notes and the Class J Notes, but subordinated to the Class A Notes;

(c) the Class C Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class D Notes and the Class J Notes, but subordinated to the Class A Notes and the Class B Notes;

(d) the Class D Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class J Notes, but subordinated to the Class A Notes, the Class B Notes and the Class C Notes; and

(e) the Class J Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves, but subordinated to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.

The rights of the Noteholders in respect of priority of payment of interest and principal on the Notes are set out in Condition 3(a)

(*Priority of Payments - Pre-Acceleration Priority of Payments*) or Condition 3(b) (*Priority of Payments - Post-Acceleration Priority of Payments*), as the case may be, and are subject to the provisions of the Intercreditor Agreement and subordinated to certain prior ranking amounts due by the Issuer as set out therein.

For further details, see the section headed "*Credit Structure - Mezzanine Interest Subordination Events*", "*Credit Structure - Notes redemption*" and "*Credit Structure - Sequential Redemption Event*".

Withholding tax

All payments in respect of the Notes by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties or charges of whatsoever nature other than the Decree 239 Withholding or any other withholding or deduction required to be made by applicable law. Neither the Issuer nor any other person shall be obliged to pay any additional amount to any Noteholder on account of such withholding or deduction.

According to the provisions of article 6 of Decree 239, a holder of a Note who (i) is not a person resident for tax purposes (or an institutional investor incorporated) in a country which allows an adequate exchange of information with the Republic of Italy, or (ii) is resident or incorporated in such a country but has not fulfilled all the requisite documentary requirements under Decree 239, receive amounts of interest payable on the Notes net of the Decree 239 Withholding.

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

Final redemption

The Issuer shall redeem the Notes at their Principal Amount Outstanding (together with any accrued but unpaid interest), in accordance with the applicable Priority of Payments, on the Payment Date falling in December 2031 (the **Final Maturity Date**).

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

Cancellation

The Notes will be finally and definitively cancelled:

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

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

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

Estimated Weighted Average Life of the Rated Notes

Calculations as to the estimated weighted average life of the Rated Notes are based on various assumptions relating also to unforeseeable circumstances.

For further details, see the sections headed "*Risk factors - Risks relating to the underlying assets - Yield to maturity, amortisation and weighted average life of the Rated Notes are influenced by a number of factors*" and "*Estimated Weighted Average Life of the Rated Notes*".

No assurance can be given that such assumptions and estimates will be accurate and, therefore, calculations as to the estimated weighted average life of the Rated Notes must be viewed with considerable caution.

Mandatory redemption

The Notes will be subject to mandatory redemption (*pro rata* within each Class) in whole or in part on each Payment Date to the extent that the Issuer has sufficient Issuer Available Funds for such purpose in accordance with the applicable Priority of Payments.

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

(a) the Class A Notes shall be redeemed for an amount equal to the Class A Redemption Amount, the Class B Notes shall be redeemed for an amount equal to the Class B Redemption Amount, the Class C Notes shall be redeemed for an amount equal to the Class C Redemption Amount, the Class D Notes shall be redeemed for an amount equal to the Class D Redemption Amount and the Class J Notes shall be redeemed for an amount equal to the Class J Redemption

Amount; and

(b) repayments of principal on the Rated Notes shall be made:

(i) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, in a sequential order; or

(ii) during the Pro-Rata Redemption Period, *pari passu* and *pro rata* amongst all Classes of Rated Notes,

in each case in accordance with the Pre-Acceleration Priority of Payments.

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

(a) all Class of Notes shall be redeemed at their respective Principal Amount Outstanding; and

(b) repayments of principal on the Notes shall be made in a sequential order,

in each case in accordance with the Post-Acceleration Priority of Payments.

For further details, see the sections headed "*Credit Structure - Notes redemption*" and "*Credit Structure - Sequential Redemption Event*".

Early redemption for Tax or Illegality Event

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

For the purposes of Condition 6(d) (*Early redemption for Tax or Illegality Event*), **Tax or Illegality Event** means the circumstance that, by reason of a change in law or regulation or the interpretation or administration thereof since the Issue Date:

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

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

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

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

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

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

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

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

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

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

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

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

Early redemption for Clean-up Call Event

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

For the purposes of Condition 6(e) (*Early redemption for Clean-up Call Event*), **Clean-up Call Event** means the circumstance that, on any date, the aggregate Outstanding Principal of the Receivables comprised in the Portfolio is equal to or lower than 10 per cent. of the aggregate Outstanding Principal, as at the Valuation Date, of the Receivables comprised in the Portfolio.

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

(a) giving not more than 60 (sixty) nor less than 30 (thirty) days' written notice (which notice shall be irrevocable) to the Representative of the Noteholders and the Noteholders in accordance with Condition 16 (*Notices*) of its intention to

redeem the Rated Notes (in whole but not in part) and the Junior Notes (in whole or in part) on the next succeeding Payment Date at their Principal Amount Outstanding (together with any accrued but unpaid interest), pursuant to Condition 6(e) (*Early redemption for Clean-up Call Event*); and

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

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

Early redemption for Regulatory Call Event

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer may redeem at its option the Mezzanine Notes (in whole but not in part) (but not, for the avoidance of doubt, the Class A Notes and the Class J Notes which shall remain outstanding) at their Principal Amount Outstanding (together with any accrued but unpaid interest) in accordance with the Pre-Acceleration Priority of Payments, on any Payment Date following the occurrence of a Regulatory Call Event in accordance with Condition 6(f) (*Early redemption for Regulatory Call Event*).

For the purposes of Condition 6(f) (*Early redemption for Regulatory Call Event*), **Regulatory Call Event** means, in the determination of the Originator, the circumstance that there is:

(a) an enactment or implementation of, or supplement or amendment to, or change in, any applicable law, policy, rule, guideline or regulation of any relevant competent international, European or national body (including the ECB, the PRA or any other relevant competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline; or

(b) a notification by or other communication from an applicable regulatory or supervisory authority is received by the Originator with respect to the Securitisation,

which, in either case, occurs on or after the Issue Date and results in, or would in the reasonable opinion of the Originator result in, a material adverse change in the capital treatment of the Notes or the capital relief afforded by the Notes or materially increasing the cost or materially reducing the benefit of the Securitisation, in either case, for the Originator or its Affiliates, pursuant to applicable capital adequacy requirements or regulations (as compared with the capital treatment or relief reasonably anticipated by the Originator or its Affiliates on the Issue Date).

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

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

(b) on or prior to the delivery of the notice referred to in paragraph (a) above, providing to the Representative of the Noteholders a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) to the effect that the Issuer will have sufficient funds on such Payment Date to discharge all of its obligations under the Mezzanine Notes.

The Issuer may obtain the funds necessary to finance the early redemption of the Mezzanine Notes in accordance with Condition 6(f) (*Early redemption for Regulatory Call Event*) from a Regulatory Mezzanine Loan that the Originator may, in its sole and absolute discretion, elect to advance to the Issuer for an amount equal to the Regulatory Mezzanine Loan Disbursement Amount pursuant to the Intercreditor Agreement, provided that the Regulatory Mezzanine Loan shall satisfy the following conditions (the **Regulatory Mezzanine Loan Conditions**):

(a) the Regulatory Mezzanine Loan shall be advanced on equivalent economic terms, and to achieve the same economic effect, as the Transaction Documents;

(b) the Regulatory Mezzanine Loan shall not have a material adverse effect on the Senior Notes; and

(c) the Regulatory Mezzanine Loan shall comply in all respects with the applicable requirements under the EU Securitisation Regulation and the CRR.

Under the Intercreditor Agreement, the parties thereto have acknowledged the provisions of Condition 6(f) (*Early redemption for Regulatory Call Event*) and have agreed to, promptly after the Regulatory Call Early Redemption Date, execute and deliver all instruments, notices and documents and take all further actions that the Issuer or the Originator may reasonably request including, without limitation, agreeing all necessary modifications, waivers and additions to the Transaction Documents required in order to, among others: (A) achieve, in respect of the Transaction Parties (other than, for the avoidance of doubt, the Originator) an equivalent economic effect as the position under the Transaction Documents on the date immediately prior to the Regulatory Call Early Redemption Date; and (B) reflect the advance of the Regulatory Mezzanine Loan by the Originator, provided that no such modifications, waivers and additions are materially prejudicial to the interests of the holders of the Class A Notes.

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

Source of payments of the Notes

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

Segregation of the Portfolio and the other Securitisation Assets

The Notes will benefit of the provisions of the Securitisation Law pursuant to which the Portfolio and the other Securitisation Assets will be segregated (*costituiscono patrimonio separato*) under Italian law from all other assets of the Issuer and from the assets relating to any Further Securitisation and will only be available, both before and after a winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor. The Notes will have also the benefit of the Issuer Transaction Security.

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

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

the delegation of such power.

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

Trigger Events

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

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

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

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

(C) in respect of any repayment of principal due and payable on the Most Senior Class of Notes on any Payment Date prior to the Final Maturity Date (to the extent the Issuer has sufficient Issuer Available Funds to make such repayment of principal in accordance with the applicable Priority of Payments), provided that such default remains unremedied for 5 (five) Business Days (it being understood that, prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Sub-Servicer fails to deliver the Sub-Servicer's Report to the Calculation Agent by the relevant Sub-Servicer's Report Date (or such later date as may be agreed between the Sub-Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), no amount of principal will be due and payable in respect of the Notes); or

(ii) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its obligations (other than any payment obligations under paragraph (i) above) under the Notes or the Transaction Documents in any respect which is material for the interests of the Noteholders, provided that such default remains unremedied for 10 (ten) Business Days after the occurrence thereof (except where such default is not capable of remedy, in which case no remedy period will be given); or

(iii) *Misrepresentation*: any of the representations and warranties made by the Issuer under any of the Transaction Documents proves to be untrue, incorrect or misleading when made or repeated in any respect which is material for the interests of the Noteholders, provided that such breach remains unremedied for 10 (ten) Business Days after the occurrence thereof (except where such breach is not capable of remedy, in which case no remedy period will be given); or

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

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

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

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

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

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

Upon the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Notes shall (subject to Condition 15 (*Limited recourse and non-petition*)) become immediately due and repayable

at their Principal Amount Outstanding (together with any accrued but unpaid interest) without further action, notice or formalities, and all payments due by the Issuer shall be made in accordance with the Post-Acceleration Priority of Payments.

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

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

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

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

Limited Recourse

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

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

In particular:

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

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

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

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

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

Non-petition

Only the Representative of the Noteholders may pursue the remedies available under the general law or under the Transaction Documents to obtain payment of the obligations of the Issuer arising under the Notes and the Transaction Documents or enforce the Issuer Transaction Security and no Issuer Creditor shall be entitled to proceed directly against the Issuer to obtain payment of such

obligation or enforce the Issuer Transaction Security.

In particular:

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

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

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

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

The Organisation of the Noteholders and the Representative of the Noteholders

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

Pursuant to the Rules of the Organisation of the Noteholders, for as long as any Note is outstanding, there will at all times be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of the Noteholders, will be made by the Noteholders subject to and in accordance with the Rules of the Organisation of the Noteholders, except for the initial Representative of the Noteholders which has been appointed by the Lead Manager and the Junior Notes Subscriber in the Intercreditor Agreement. Each Noteholder is deemed to accept such appointment.

Pursuant to the Intercreditor Agreement, the Issuer has irrevocably appointed, effective as from the Issue Date, the Representative of the

	Noteholders, as its true and lawful agent (*mandatario con rappresentanza*) in the interest, and for the benefit of, the Noteholders and the Other Issuer Creditors pursuant to article 1411 and article 1723, second paragraph, of the Italian civil code, to exercise, in the name and on behalf of the Issuer, all and any of the Issuer's rights (other than the rights and powers pertaining to the collection and recovery activities delegated to the Master Servicer, the Sub-Servicer and the Back-up Sub-Servicer and the activities delegated to the Corporate Servicer, the Stichting Corporate Services Provider or the Agents under the Transaction Documents) arising from each of the Transaction Documents to which the Issuer is or will be a party. Pursuant to the Intercreditor Agreement, the Other Issuer Creditors have jointly appointed the Representative of the Noteholders as their true and lawful agent (*mandatario con rappresentanza*) to act also in the name and on behalf of the Other Issuer Creditors and in accordance with the provisions of articles 1723, second paragraph, and 1726 of the Italian civil code, and have authorised the Representative of the Noteholders to (i) do any act, matter or thing which it considers necessary to exercise or protect the Other Issuer Creditors' rights under any of the Transaction Documents, and (ii) receive, following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, as sole agent (*mandatario esclusivo*) all monies payable by the Issuer to the Other Issuer Creditors in accordance with the Post-Acceleration Priority of Payments. For further details, see the sections headed "*Terms and Conditions of the Notes*" and "*Description of the Transaction Documents - The Intercreditor Agreement*".
Selling Restrictions	There are restrictions on the sale of the Notes and on the distribution of information in respect thereof. For further details, see the section headed "*Subscription and Sale*".
Purchase of Notes by the Issuer	The Issuer may not purchase any Notes at any time.
Approval, listing and admission to trading of the Rated Notes	This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the **CSSF**), as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**). **The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Prospectus. By approving this Prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer in accordance with the provisions of article 6(4) of the Luxembourg law on prospectuses for securities of 16 July 2019. Investors should make their own**

assessment as to the suitability of investing in the Notes.

Application has been made for the Rated Notes to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the "*Bourse de Luxembourg*" which is a regulated market for the purposes of Directive 2014/65/EU.

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

This Prospectus will be published by the Issuer on the website of the Luxembourg Stock Exchange (being, as at the date of this Prospectus, www.bourse.lu) and will remain available for inspection on such website for at least 10 years.

Credit ratings of the Rated Notes

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

(a) with respect to the Class A Notes, "AA (high) (sf)" by DBRS Ratings GmbH and "Aa3 (sf)" by Moody's Italia S.r.l.;

(b) with respect to the Class B Notes, "AA (low) (sf)" by DBRS Ratings GmbH and "Baa1 (sf)" by Moody's Italia S.r.l.;

(c) with respect to the Class C Notes, "BBB (high) (sf)" by DBRS Ratings GmbH and "Baa3 (sf)" by Moody's Italia S.r.l.;

(d) with respect to the Class D Notes, "BB (high) (sf)" by DBRS Ratings GmbH and "Ba2 (sf)" by Moody's Italia S.r.l..

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

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

With reference to the ratings specified above to be assigned by DBRS Ratings GmbH, in accordance with DBRS definitions available as at the date of this Prospectus on the website https://www.dbrsmorningstar.com/understanding-ratings/#about-ratings:

(a) "AA (sf)" means superior credit quality;

(b) "BBB" (sf) means adequate credit quality;

(c) "BB" (sf) means speculative, non-investment grade credit quality.

With reference to the ratings specified above to be assigned by Moody's Italia S.r.l., in accordance with Moody's definitions available as at the date of this Prospectus on the website https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBC_79004:

(a) "Aa3 (sf)" means high quality;

(b) category "Baa (sf)" means medium-grad;

(c) "Ba2 (sf)" means speculative.

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

As at the date of this Prospectus, each of DBRS Ratings GmbH and Moody's Italia S.r.l. (together, the **Rating Agencies**) is established in the European Union and is registered under the EU CRA Regulation, as evidenced in the latest update of the list published by ESMA on its website (being, as at the date of this Prospectus, www.esma.europa.eu).

STS-Securitisation

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

The Originator has used the service of Prime Collateralised

Securities (PCS) EU SAS (**PCS**), as a third party verifying STS compliance authorised under article 28 of the EU Securitisation Regulation in connection with an assessment of compliance of the Notes with the requirements of articles 19 to 22 of the EU Securitisation Regulation (the **STS Verification**) and to prepare an assessment of compliance of the Notes with the relevant provisions of article 243 of the CRR (the **CRR Assessment** and, together with the STS Verification, the **STS Assessments**). It is expected that the STS Assessments prepared by PCS will be available on the PCS website (being, as at the date of this Prospectus, https://www.pcsmarket.org/sts-verification-transactions/) together with a detailed explanation of its scope at https://www.pcsmarket.org. For the avoidance of doubt, such PCS website and the contents thereof do not form part of this Prospectus. **No assurance can be provided that the Securitisation does or will continue to qualify as an STS-securitisation under the EU Securitisation Regulation or the UK Securitisation Regulation as at the date of this Prospectus or at any point in time in the future**. **The STS status of a transaction is not static and investors should verify the current status of the Securitisation on the ESMA STS Register**. None of the Issuer, Fiditalia (in any capacity), the Arranger, the Lead Manager, the Representative of the Noteholders or any other Transaction Party makes any representation or accepts any liability for the Securitisation to qualify as an STS-securitisation under the EU Securitisation Regulation or the UK Securitisation Regulation at any point in time.

Retention requirements

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

(a) retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, in accordance with option (c) of article 6(3) of the EU Securitisation Regulation (which does not take into account any relevant national measures);

(b) not change the manner in which the net economic interest is held, unless expressly permitted by article 6(3) of the EU Securitisation Regulation;

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

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

in each case provided that the Originator is only required to do so to

the extent that the retention and disclosure requirements under the EU Securitisation Regulation are applicable to the Securitisation.

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

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

Transparency requirements

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

Each of the Issuer and the Originator has acknowledged and agreed that Fiditalia is designated as Reporting Entity, pursuant to and for the purposes of article 7(2) of the EU Securitisation Regulation, and it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the 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.

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

Governing Law and Jurisdiction of the Notes

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

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

4. THE PORTFOLIO

Transfer of the Portfolio

Pursuant to the terms of the Transfer Agreement, the Originator has assigned and transferred to the Issuer, which has purchased, without recourse (*pro soluto*), in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and the articles of Law 52 referred to therein, the Portfolio with economic effects from (but excluding) the Valuation Date and legal effects from (and including) the Transfer Date.

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

The Receivables comprised in the Portfolio arise from the following types of loans disbursed under consumer loan agreements and personal credit facility agreements entered into between the Originator and the Borrowers:

(a) loans granted for the purpose of purchasing New Cars (the **New Car Loans**);

(b) loans granted for the purpose of purchasing Used Cars (the **Used Car Loans** and, together with the New Car Loans, the **Loans**).

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

Eligibility Criteria

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

(a) receivables arising from Loans granted by Fiditalia as lender;

(b) receivables arising from Loans in respect of which the Borrowers are individuals who, at the time of the disbursement of the relevant Loans, were resident in the Republic of Italy;

(c) receivables arising from Loans granted only for consumption

purposes;

(d) receivables arising from Loans which are New Car Loans or Used Car Loans;

(e) receivables arising from Loans each of which has been disbursed for the purchase of one Car only;

(f) receivables arising from Loans in respect of which the relevant Cars have been duly delivered by the Car Sellers to the relevant Borrowers;

(g) receivables arising from Loans which have been fully disbursed and in respect of which there is no obligation or possibility to make further drawings under the relevant Loan Agreement;

(h) receivables arising from Loans towards a single Borrower (or multiple Borrowers who are jointly liable (*solidalmente responsabili*) for the payment thereof);

(i) receivables arising from Loan Agreements which are denominated in Euro and do not contain provisions which allow the conversion into another currency;

(j) receivables arising from Loans in respect of which the Borrowers were not directors or employees of Fiditalia at the time of the disbursement of the relevant Loans;

(k) receivables arising from Loan Agreements governed by Italian law;

(l) receivables arising from Loans having a fixed interest rate;

(m) receivables arising from Loans whose Amortisation Plan provides for monthly Instalments having a fixed amount to be paid;

(n) receivables arising from Loans whose Amortisation Plan is a French amortisation plan (*piano di ammortamento alla francese*) having Instalments consisting of an interest component which decreases over the life of the Loan and a principal component which increases over the life of the Loan;

(o) receivables arising from Loans other than (i) Balloon Loans, and (ii) Loans in relation to which the relevant Amortisation Plan provides for two different interest rates applicable in two different periods of such Amortisation Plan;

(p) receivables arising from Loans having an Amortisation Plan which provides for an original number of instalments not exceeding 84 (eighty-four);

(q) receivables arising from Loans in respect of which at least 3 (three) Instalments have accrued and have been paid in full;

(r) receivables arising from Loans in respect of which at least 3 (three) Instalments have not yet accrued as at the Valuation Date and are due after such date;

(s) receivables arising from Loans which have not been classified as past due (*scaduto o sconfinante deteriorato*), unlikely to pay (*inadempienza probabile*) or defaulted (*sofferenza*) pursuant to Bank of Italy's regulations;

(t) receivables arising from Loans in respect of which none of the relevant Debtors has been served by Fiditalia with a writ of enforcement (*precetto*) or an injunction order (*decreto ingiuntivo*) or has entered into an out-of-court settlement following a non-payment;

(u) receivables arising from Loans which have no Instalments overdue;

(v) receivables arising from Loans whose Loan Agreements do not provide for the contractual right to defer payment of interest or repayment of principal after the first Instalment having been paid;

(w) receivables arising from Loans which are not subject to any payment holiday or standstill (*moratoria*) (whether by law, contract or otherwise);

(x) if arising from Used Car Loans, the relevant TAN is higher than 6.5 per cent.;

(y) receivables arising from Loans having an original loan to value (corresponding to the original principal balance of the relevant Loan divided by the valuation of the Car at the time of disbursement of such Loan) equal to or lower than 110 per cent.;

(z) receivables arising from Loans which are not assisted by the assignment of one fifth of the salary and/or pension (*cessione del quinto*) and/or by the payment delegation of one fifth of the salary (*delegazione di pagamento*);

(aa) receivables arising from Loans which have not been already securitised under other securitisation transactions.

The Receivables shall, as at the Valuation Date, comply also with one or more additional Eligibility Criteria designated by the Originator among the following (provided that such additional Eligibility Criteria may only restrict the Portfolio selected on the basis of the Eligibility Criteria under paragraphs (a) to (aa)

(inclusive) above):

(a) if arising from Used Car Loans, the relevant maturity date does not fall after 31 May 2028;

(b) receivables arising from Loans whose Outstanding Principal is higher than Euro 1,650 if arising from New Car Loans and is higher than Euro 4,550 if arising from Used Car Loans;

(c) if arising from Used Car Loans, the relevant TAN is higher than 6.65 per cent.

Warranties in relation of the Portfolio

Pursuant to the Warranty and Indemnity Agreement, the Originator (i) has given certain representations and warranties in favour of the Issuer in relation to, *inter alia*, itself, the Receivables, the Loans and the Borrowers, and (ii) has agreed to repurchase the Receivables which do not comply with any such representation and warranty and has undertaken certain indemnity obligations in favour of the Issuer.

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

Servicing of the Portfolio

Pursuant to the Servicing Agreement, the Issuer has appointed Banca Finint as Master Servicer to act as "*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*" and verify that the operations comply with the law and this Prospectus, pursuant to article 2, paragraph 3, letter (c) and paragraphs 6 and 6-*bis*, of the Securitisation Law.

Under the Sub-Servicing Agreement, the Master Servicer, with the express consent of the Issuer, has delegated the services relating to the management, collection and recovery of the Receivables (other than certain services to be retained by the Master Servicer in accordance with the applicable laws and regulations) to Fiditalia as Sub-Servicer.

Pursuant to the Sub-Servicing Agreement, the Sub-Servicer shall transfer into the Collection Account the Collections (i) if paid through SEPA Direct Debit, within 2 (two) Business Days from receipt thereof, or (ii) if paid through Postal Payment Slip or Wire Transfer, within 2 (two) Business Days from reconciliation thereof.

The Sub-Servicer has undertaken to prepare and deliver, on or prior to each Sub-Servicer's Report Date, the Sub-Servicer's Report to the Issuer, the Master Servicer, the Account Bank, the Custodian (if any), the Calculation Agent, the Representative of the Noteholders, the Paying Agent, the Corporate Servicer, the Arranger, the Swap Counterparty and the Rating Agencies (with the exception of the "Loan-by-Loan" sheet, that will be delivered to the Issuer, the Master Servicer and the Corporate Servicer within the 9th (ninth) Business Day of each calendar month).

In addition, pursuant to the Sub-Servicing Agreement, the Sub-

Servicer shall prepare the Loan by Loan Report setting out information relating to each Loan as at the end of the Collection Period immediately preceding the relevant ESMA Report Date (including, *inter alia*, the information related to the environmental performance of the assets financed by the relevant Loan, to the extent available), in compliance with point (a) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and the applicable Technical Standards and deliver it via email and in .csv format 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 Investors Report and the Inside Information and Significant Event Report to be made available on the relevant ESMA Report Date) to the holders of a securitisation position, the competent authorities and, upon request, to potential investors in the Notes on each ESMA Report Date.

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

5. THE AGENCY AND ACCOUNTS AGREEMENT AND THE ACCOUNTS

Agency and Accounts Agreement

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

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

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Sub-Servicer fails to deliver the Sub-Servicer's Report to the Calculation Agent by the relevant Sub-Servicer's Report Date (or such later date as may be agreed between the Sub-Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), the Calculation Agent shall prepare the Payments

Report relating to the immediately following Payment Date on the basis of the provisions of the Transaction Documents and any other information available on the relevant Calculation Date (including, without limitation, the balance standing to the credit of the Accounts), irrespective of its completeness and only interest on the Senior Notes (and, as long as no relevant Mezzanine Interest Subordination Event has occurred in relation to a Class of Mezzanine Notes in respect of such Payment Date, interest on such Class of Mezzanine Notes) and any amounts ranking in priority thereto under the Pre-Acceleration Priority of Payments shall be due and payable on such Payment Date, to the extent there are sufficient Issuer Available Funds to make such payments (the **Provisional Payments**). It is understood that the non-payment of principal on the Notes on such Payment Date would not constitute a Trigger Event. On the next Calculation Date and subject to the receipt of the relevant Sub-Servicer's Report, in a timely manner, from the Sub-Servicer, the Calculation Agent shall, in determining the amounts due and payable on the immediately following Payment Date, make any necessary adjustment to take into account the difference (if any) between the Provisional Payments made on the immediately preceding Payment Date and the actual amounts that would have been due on that Payment Date.

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

The Calculation Agent shall, subject to receipt of any relevant information from the Issuer or the Sub-Servicer, as the case may be, prepare the SR Investors Report setting out certain information with respect to the Portfolio and the Notes (including the information referred to in point (e), items (i), (ii) and (iii), of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation), in compliance with point (e) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and the applicable Technical Standards, and deliver it via e-mail and in .csv format to the Reporting Entity in a timely manner in order for the Reporting Entity to make available, through the Securitisation Repository, the SR Investors Report (simultaneously with the Loan by Loan Report and the Inside Information and Significant Event Report to be made available on the relevant ESMA Report Date) to the holders of a securitisation position, the competent authorities and, upon request, to potential investors in the Notes on each ESMA Report Date.

In addition, the Calculation Agent shall, subject to receipt of any relevant information from the Issuer or the Sub-Servicer, as the case may be, prepare the Inside Information and Significant Event Report containing the information set out in points (f) and (g) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation (including, *inter alia*, the occurrence of a Sequential Redemption Event and the occurrence of any Trigger Event), and deliver it via email and in .csv format 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 and, upon request, to potential investors in the Notes without undue delay following the occurrence of the relevant event triggering the delivery of such report in accordance with the EU Securitisation Regulation and the applicable Technical Standards and, in any case, on each ESMA Report Date (simultaneously with the Loan by Loan Report and the SR Investors Report).

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

Accounts

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

The Issuer may also open (i) with a Custodian the Securities Account and the Swap Securities Collateral Account, and (ii) with a Deposit Account Bank, the Commingling and Set-Off Guarantee Deposit Account.

Each of the Account Bank, the Custodian (if any) and the Deposit Account Bank (if any) shall at all times be an Eligible Institution.

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

The Issuer has also opened with Banca Finint the Quota Capital Account, into which its contributed quota capital has been deposited.

Eligible Investments

If the Issuer (as directed by the Sub-Servicer) intends to apply the amounts standing to the credit of the Collection Account and the Cash Reserve Account to make Eligible Investments, it shall appoint, with the prior notice to the Rating Agencies, an Eligible Institution who is willing to act as Custodian by acceding to the Agency and Accounts Agreement, the Intercreditor Agreement and any other relevant Transaction Document.

The Custodian shall (i) open in the name of the Issuer and manage the Securities Account, (ii) settle, upon written instructions of the Sub-Servicer, Eligible Investments, and (iii) on each Eligible Investments Report Date, prepare and deliver to the Issuer, the

Calculation Agent, the Master Servicer, the Sub-Servicer, the Representative of the Noteholders and the Account Bank the Eligible Investments Report.

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

6. ISSUER AVAILABLE FUNDS AND PRIORITY OF PAYMENTS

Issuer Available Funds

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

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

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

(c) all amounts payable to the Issuer under or in relation to the Swap Agreement in respect of such Payment Date (other than any early termination amount or Replacement Swap Premium and any Swap Collateral, Swap Tax Credits, Excess Swap Collateral, or any other amount standing to the credit of the Swap Cash Collateral Account);

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

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

(f) the Cash Reserve Amount as at the immediately preceding

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

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

(h) any amount credited to the Collection Account pursuant to item (xxii) (*twenty-second*) of the Pre-Acceleration Priority of Payments on any preceding Payment Date;

(i) any amount credited to the Collection Account pursuant to item (xxvi) (*twenty-sixth*) of the Pre-Acceleration Priority of Payments or (xviii) (*eighteenth*) of the Post-Acceleration Priority of Payments (as the case may be) on any preceding Payment Date;

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

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

(l) on the Regulatory Call Early Redemption Date, the Regulatory Mezzanine Loan Disbursement Amount (provided that such amount will be applied solely in accordance with item (xviii) (*eighteenth*) of the Pre-Acceleration Priority of Payments on such Regulatory Call Early Redemption Date);

(m) any amount paid by the Commingling and Set-Off Guarantor or drawn from the Commingling and Set-Off Guarantee Deposit Account under the Commingling and Set-Off Guarantee in respect of such Payment Date;

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

provided that, prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*),

Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Sub-Servicer fails to deliver the Sub-Servicer's Report to the Calculation Agent by the relevant Sub-Servicer's Report Date (or such later date as may be agreed between the Sub-Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), the Issuer Available Funds in respect of the relevant Payment Date shall be limited to the amounts necessary to pay interest on the Senior Notes (and, as long as no relevant Mezzanine Interest Subordination Event has occurred in respect of such Payment Date in relation to a Class of Mezzanine Notes, interest on such Class of Mezzanine Notes) and any amounts ranking in priority thereto under the Pre-Acceleration Priority of Payments.

Pre-Acceleration Priority of Payments

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the Issuer Available Funds shall be applied, on each Payment Date (including, for the avoidance of doubt, on the Regulatory Call Early Redemption Date), in making the following payments in the following order of priority (in each case, only if and to the extent that payments of a higher priority have been made in full, provided that the amount set out in item (l) of the definition of Issuer Available Funds shall be used solely to make payments under item (xviii) (*eighteenth*) of the following order of priority on the Regulatory Call Early Redemption Date):

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

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

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

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

the Paying Agent;

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

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

(vii) *seventh*, provided that no Class B Interest Subordination Event has occurred in respect of such Payment Date, to pay, *pari passu* and *pro rata*, interest due and payable on the Class B Notes;

(viii) *eighth*, provided that no Class C Interest Subordination Event has occurred in respect of such Payment Date, to pay, *pari passu* and *pro rata*, interest due and payable on the Class C Notes;

(ix) *ninth*, provided that no Class D Interest Subordination Event has occurred in respect of such Payment Date, to pay, *pari passu* and *pro rata*, interest due and payable on the Class D Notes;

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

(xi) *eleventh*:

(A) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, to repay, *pari passu* and *pro rata*, the Class A Redemption Amount due and payable on the Class A Notes; or

(B) during the Pro-Rata Redemption Period, to repay, *pari passu* and *pro rata* according to the respective amounts thereof, the Class A Redemption Amount, the Class B Redemption Amount, the Class C Redemption Amount and the Class D Redemption Amount due and payable on, respectively, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes;

(xii) *twelfth*, if a Class B Interest Subordination Event has occurred in respect of such Payment Date, to pay, *pari passu* and *pro rata*, interest due and payable on the Class B Notes;

(xiii) *thirteenth*, during the Initial Sequential Redemption Period

and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, but prior to a Regulatory Call Early Redemption Date, to repay, *pari passu* and *pro rata*, the Class B Redemption Amount due and payable on the Class B Notes;

(xiv) *fourteenth*, if a Class C Interest Subordination Event has occurred in respect of such Payment Date, to pay, *pari passu* and *pro rata*, interest due and payable on the Class C Notes;

(xv) *fifteenth*, during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, but prior to a Regulatory Call Early Redemption Date, to repay, *pari passu* and *pro rata*, the Class C Redemption Amount due and payable on the Class C Notes;

(xvi) *sixteenth*, if a Class D Interest Subordination Event has occurred in respect of such Payment Date, to pay, *pari passu* and *pro rata*, interest due and payable on the Class D Notes;

(xvii) *seventeenth*, during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, but prior to a Regulatory Call Early Redemption Date, to repay, *pari passu* and *pro rata*, the Class D Redemption Amount due and payable on the Class D Notes;

(xviii) *eighteenth*, on the Regulatory Call Early Redemption Date, to pay any amounts comprising the Regulatory Call Allocated Principal Amount in accordance with the Regulatory Call Priority of Payments;

(xix) *nineteenth*, following the Regulatory Call Early Redemption Date, to pay interest due and payable on the Regulatory Mezzanine Loan;

(xx) *twentieth*, following the Regulatory Call Early Redemption Date, to repay principal due and payable on the Regulatory Mezzanine Loan;

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

(xxii) *twenty-second*, if a Cash Trapping Condition is met in respect of such Payment Date, to credit any remaining Issuer Available Funds to the Collection Account;

(xxiii) *twenty-third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any indemnities due and payable to the Arranger and the Lead Manager pursuant to the Rated Notes Subscription Agreement;

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

(xxv) *twenty-fifth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class J Notes;

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

(xxvii) *twenty-seventh*, to pay, *pari passu* and *pro rata*, the Class J Variable Return (if any) on the Class J Notes.

Post-Acceleration Priority of Payments

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

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

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

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

(iv) *fourth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, all fees, costs and expenses of, and all other amounts due and payable to, the Master Servicer, the Sub-Servicer, the Back-up Sub-Servicer, the

Corporate Servicer, the Stichting Corporate Services Provider, the Account Bank, the Custodian (if any), the Deposit Account Bank (if any), the Calculation Agent and the Paying Agent;

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

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

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

(viii) *eighth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class B Notes;

(ix) *ninth*, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class B Notes;

(x) *tenth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class C Notes;

(xi) *eleventh*, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class C Notes;

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

(xiii) *thirteenth*, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class D Notes;

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

(xv) *fifteenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any indemnities due and payable to the Arranger and the Lead Manager pursuant to the Rated Notes Subscription Agreement;

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

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

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

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

7. CREDIT STRUCTURE

Cash Reserve

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

On each Payment Date up to (but excluding) the earlier of (i) the Payment Date following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, and (ii) the Payment Date on which the Rated Notes will be redeemed in full and/or cancelled, the Cash Reserve Amount shall form part of the Issuer Available Funds and shall be available to cover any shortfall of other Issuer Available Funds in making payments under items from (i) (*first*) to (ix) (*ninth*) (inclusive) of the Pre-Acceleration Priority of Payments.

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

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

Mezzanine Interest Subordination Events

On any Calculation Date with reference to the immediately following Payment Date prior to (i) the redemption in full of the Rated Notes, and (ii) the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d)

(*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*):

(a) the circumstance that (i) the Class B Notes are not the Most Senior Class of Notes, and (ii) the Cumulative Gross Default Ratio, as calculated on the immediately preceding Sub-Servicer's Report Date, exceeds 15 per cent., shall constitute a **Class B Interest Subordination Event**;

(b) the circumstance that (i) the Class C Notes are not the Most Senior Class of Notes, and (ii) the Cumulative Gross Default Ratio, as calculated on the immediately preceding Sub-Servicer's Report Date, exceeds 4 per cent., shall constitute a **Class C Interest Subordination Event**; or

(c) the circumstance that (i) the Class D Notes are not the Most Senior Class of Notes, and (ii) the Cumulative Gross Default Ratio, as calculated on the immediately preceding Sub-Servicer's Report Date, exceeds 3.1 per cent., shall constitute a **Class D Interest Subordination Event** (and any of the Class B Interest Subordination Event, the Class C Interest Subordination Event or the Class D Interest Subordination Event, a **Mezzanine Interest Subordination Event**).

Upon occurrence of:

(a) a Class B Interest Subordination Event, interest on the Class B Notes will not then be payable under item (vii) (*seventh*) of the Pre-Acceleration Priority of Payments, but will instead be payable under item (xii) (*twelfth*) of the Pre-Acceleration Priority of Payments;

(b) a Class C Interest Subordination Event, interest on the Class C Notes will not then be payable under item (viii) (*eighth*) of the Pre-Acceleration Priority of Payments, but will instead be payable under item (xiv) *fourteenth*) of the Pre-Acceleration Priority of Payments; or

(c) a Class D Interest Subordination Event, interest on the Class D Notes will not then be payable under item (ix) (*ninth*) of the Pre-Acceleration Priority of Payments, but will instead be payable under item (xvi) (*sixteenth*) of the Pre-Acceleration Priority of Payments.

Cash Trapping Condition

The circumstance that, on any Calculation Date with reference to the immediately following Payment Date prior to (i) the redemption in full of the Rated Notes, and (ii) the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the Cumulative Net Default Ratio, as calculated on the immediately

preceding Sub-Servicer's Report Date, exceeds 3.25 per cent., shall constitute a **Cash Trapping Condition**.

If, with reference to any Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), a Cash Trapping Condition is met, the Issuer Available Funds remaining after making payments due under items from (i) (*first*) to (xxi) (*twenty-first*) (inclusive) of the Pre-Acceleration Priority of Payments shall be credited to the Collection Account, pursuant to item (xxii) (*twenty-second*) of the Pre-Acceleration Priority of Payments, and shall not be applied to make any payment ranking lower under the Pre-Acceleration Priority of Payments on such Payment Date.

On any subsequent Payment Date, any amount credited to the Collection Account pursuant to item (xxii) (*twenty-second*) of the Pre-Acceleration Priority of Payments on any preceding Payment Date shall form part of the Issuer Available Funds and shall be applied to make payments under the Pre-Acceleration Priority of Payments on such Payment Date.

Swap Agreement

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

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

Principal redemption

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

Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), all Classes of Notes shall be redeemed at their respective Principal Amount Outstanding.

Sequential and Pro-Rata Redemption

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

(a) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, in a sequential order; or

(b) during the Pro-Rata Redemption Period, *pari passu* and *pro rata* amongst all Classes of Rated Notes.

The occurrence of any of the following events in respect of any Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), shall constitute a **Sequential Redemption Event**:

(a) the Cumulative Gross Default Ratio with reference to the immediately preceding Collection End Date is greater than 2.50 per cent.;

(b) the Uncured PDL Ratio with reference to such Payment Date is greater than 0.50 per cent.; or

(c) the Clean-up Call Event has occurred but the Portfolio Repurchase Option is not exercised by the Originator.

Regulatory Call Priority of Payments

On the Regulatory Call Early Redemption Date, the Regulatory Call Allocated Principal Amount will be applied by or on behalf of the Issuer in making payments or provisions in the following order in making the following payments in the following order of priority (in each case, only if and to the extent that payments of a higher priority have been made in full):

(i) *first*, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class B Notes;

(ii) *second*, after the redemption in full of the Class B Notes, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class C Notes;

(iii) *third*, after the redemption in full of the Class C Notes, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class D Notes.

Commingling and Set-Off

Pursuant to the Commingling and Set-Off Guarantee, the

Guarantee

Commingling and Set-Off Guarantor has unconditionally and irrevocably guaranteed as its continuing obligation:

(a) for so long as Fiditalia acts as Sub-Servicer under the Securitisation, the full and punctual performance by the Sub-Servicer of its obligations to transfer the Collections into the Collection Account in accordance with the terms of the Sub-Servicing Agreement; and

(b) the full and punctual performance by the Originator of its obligations to indemnify the Issuer in case of any Set-Off Loss in accordance with the terms of the Warranty and Indemnity Agreement,

to the extent any of such obligations is breached and the relevant breach is not remedied within 5 (five) Business Days following the occurrence thereof (respectively, the **Commingling Guaranteed Obligation** and the **Set-Off Guaranteed Obligation**, and any of them, a **Guaranteed Obligation**). The Commingling and Set-Off Guarantor's liability under the Commingling and Set-Off Guarantee in relation to the Guaranteed Obligations shall not exceed (i) with respect to the Commingling Guaranteed Obligation, the Commingling Maximum Guaranteed Amount, and (ii) with respect to the Set-Off Guaranteed Obligation, the Set-Off Maximum Guaranteed Amount.

Accordingly, the Commingling and Set-Off Guarantor, as principal debtor and not merely as surety, hereby unconditionally and irrevocably undertakes to pay the Issuer on first demand - without exception whatsoever (including, without limitation, set-off, counterclaim and the Sub-Servicing Agreement or the Warranty and Indemnity Agreement being or becoming void, voidable or unenforceable) and without requiring the Issuer first to take any steps against the Sub-Servicer, the Originator or any other person or entity (*escussione preventiva*) - a sum equal to the amount of the Collections not duly transferred or the Set-Off Loss not duly indemnified (within the applicable Maximum Guaranteed Amount) which the Issuer and/or the Representative of the Noteholders declares due to it in respect of the relevant Guaranteed Obligation (the **Relevant Amount**). Any payment of the Relevant Amount (the **Payment**) shall be made into the Payments Account within 2 (two) Business Days of receipt by the Commingling and Set-Off Guarantor of a written demand from the Issuer (acting through the Corporate Servicer or the Calculation Agent) requiring the Relevant Amount to be paid (the **Payment Demand**), and, in any event, within the Commingling and Set-Off Guarantee Expiry Date.

No later than 3 (three) Business Days following the occurrence of a Commingling and Set-Off Guarantor Termination Event, the Commingling and Set-Off Guarantor shall deposit an amount equal to the then applicable Maximum Guaranteed Amount (the **Commingling and Set-Off Guarantee Deposit**) into an account

opened in the name of the Issuer with an Eligible Institution (the **Commingling and Set-Off Guarantee Deposit Account**), unless, prior to the occurrence of such Commingling and Set-Off Guarantor Termination Event, (i) a replacement guarantee is entered into between the Issuer and an Eligible Commingling and Set-Off Guarantor on terms and conditions substantially equivalent to those of the Commingling and Set-Off Guarantee; or (ii) different actions have been taken as a result of which the Rating Agencies have confirmed that the then current rating of the Rated Notes is not affected by the occurrence of such Commingling and Set-Off Guarantor Termination Event.

After the Commingling and Set-Off Guarantee Deposit has been posted on the Commingling and Set-Off Guarantee Deposit Account, the Issuer will be entitled to withdraw the Relevant Amount from the Commingling and Set-Off Guarantee Deposit Account in order to satisfy the relevant Guaranteed Obligation (the **Drawing**). Notice of the Drawing made (the **Drawing Notice**) shall be sent by the Issuer (acting through the Corporate Servicer or the Calculation Agent) and/or the Representative of the Noteholders to the Commingling and Set-Off Guarantor by not later than 2 (two) Business Days following the relevant Drawing from the Commingling and Set-Off Guarantee Deposit Account.

The Commingling and Set-Off Guarantee Deposit Account shall be closed, and all sums then deposited into the Commingling and Set-Off Guarantee Deposit Account shall be repaid to the Commingling and Set-Off Guarantor outside the Priority of Payments, on the Final Maturity Date or, if earlier, upon the occurrence of any of the following events: (i) the Rated Notes have been redeemed in full; or (ii) the Commingling and Set-Off Guarantor regains the status of Eligible Commingling and Set-Off Guarantor; or (iii) a replacement guarantee is obtained with an Eligible Commingling and Set-Off Guarantor; or (iv) one of the Commingling and Set-Off Guarantee Termination Events has occurred.

All of the Commingling and Set-Off Commingling and Set-Off Guarantor's obligations under the Commingling and Set-Off Guarantee shall remain valid, effective and enforceable - even if the Issuer does not present to the Commingling and Set-Off Guarantor its Payment Demands or does not make a Drawing within the time limit indicated in article 1957 of the Italian civil code nor does it continue to pursue such claim as provided for thereby - until the earlier of (i) the occurrence of a Commingling and Set-Off Guarantee Termination Event, to be notified by means of written notice by the Sub-Servicer, the Originator or the Commingling and Set-Off Guarantor to the Issuer and the Representative of the Noteholders; (ii) the redemption in full of the Rated Notes, and (iii) the Final Maturity Date (the **Commingling and Set-Off Guarantee Expiry Date**). Should, following the occurrence of a Commingling and Set-Off Guarantee Termination Event, the unsecured and unsubordinated debt obligations of Fiditalia fall below the Minimum Ratings, the

Issuer shall procure that, within 30 (thirty) days of such downgrading, the Commingling and Set-Off Guarantor (or another Eligible Commingling and Set-Off Guarantor) issues a guarantee having substantially the same terms as the Commingling and Set-Off Guarantee, subject to a prior notice to the Rating Agencies.

Back-up Sub-Servicing Agreement

Pursuant to the Back-up Sub-Servicing Agreement, the Issuer has appointed Quinservizi as Back-up Sub-Servicer to replace Fiditalia upon termination of its appointment as Sub-Servicer in order to perform the Primary Services (as defined in the Servicing Agreement) pursuant to the terms and conditions set out in the Back-up Sub-Servicing Agreement and the New Sub-Servicing Agreement.

For further details, see the section headed "*Description of the Transaction Documents - The Back-up Sub-Servicing Agreement*".

8. OTHER TRANSACTION DOCUMENTS

Intercreditor Agreement

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

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

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

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

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

In addition, under the terms of the Intercreditor Agreement:

(a) each of the Lead Manager (as initial holder of the Class A Notes, the Class B Notes, the Class C Notes and the Class D

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

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

In addition, under the Intercreditor Agreement the relevant parties thereto have agreed upon certain provisions relating to compliance with risk retention and transparency requirements in accordance with the EU Securitisation Regulation.

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

Quotaholder's Agreement

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

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

Corporate Services Agreement

Pursuant to the Corporate Services Agreement, the Corporate Servicer has agreed to provide the Issuer with certain corporate administrative services, including the maintenance of corporate books and of accounting and tax registers, in compliance with reporting requirements relating to the Receivables and with other regulatory requirements applicable to the Issuer.

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

Stichting Corporate Services Agreement

Pursuant to the Stichting Corporate Services Agreement, the Stichting Corporate Services Provider has undertaken to provide

certain management and administration services in relation to the Quotaholder.

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

Deed of Charge

Pursuant to the Deed of Charge, the Issuer has assigned by way of security in favour of the Representative of the Noteholders (acting for itself and as security trustee for the Noteholders and the Other Issuer Creditors) all the Issuer's rights, title, interest and benefit in and to the Swap Agreement and all payments due to it thereunder.

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

Governing Law and Jurisdiction of the Transaction Documents

The Transaction Documents (other than the Swap Agreement and the Deed of Charge) and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

The Swap Agreement and the Deed of Charge, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, English law.

Any dispute which may arise in relation to the interpretation or the execution of the Transaction Documents (other than the Swap Agreement and the Deed of Charge), or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

Any dispute which may arise in relation to the interpretation or the execution of the Swap Agreement and the Deed of Charge, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

THE PORTFOLIO

Introduction

Pursuant to the terms of the Transfer Agreement, the Originator has assigned and transferred to the Issuer, which has purchased, without recourse (*pro soluto*), in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and the articles of Law 52 referred to therein, the Portfolio with economic effects from (but excluding) the Valuation Date and legal effects from (and including) the Transfer Date.

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

The Receivables comprised in the Portfolio arise from the following types of loans arising from consumer loan agreements and personal credit facility agreements entered into between the Originator and the Borrowers:

(a) loans granted for the purpose of purchasing New Cars (the **New Car Loans**);

(b) loans granted for the purpose of purchasing Used Cars (the **Used Car Loans** and, together with the New Car Loans, the **Loans**).

Eligibility Criteria

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

(a) receivables arising from Loans granted by Fiditalia as lender;

(b) receivables arising from Loans in respect of which the Borrowers are individuals who, at the time of the disbursement of the relevant Loans, were resident in the Republic of Italy;

(c) receivables arising from Loans granted only for consumption purposes;

(d) receivables arising from Loans which are New Car Loans or Used Car Loans;

(e) receivables arising from Loans each of which has been disbursed for the purchase of one Car only;

(f) receivables arising from Loans in respect of which the relevant Cars have been duly delivered by the Car Sellers to the relevant Borrowers;

(g) receivables arising from Loans which have been fully disbursed and in respect of which there is no obligation or possibility to make further drawings under the relevant Loan Agreement;

(h) receivables arising from Loans towards a single Borrower (or multiple Borrowers who are jointly liable (*solidalmente responsabili*) for the payment thereof);

(i) receivables arising from Loan Agreements which are denominated in Euro and do not contain provisions which allow the conversion into another currency;

(j) receivables arising from Loans in respect of which the Borrowers were not directors or employees of Fiditalia at the time of the disbursement of the relevant Loans;

(k) receivables arising from Loan Agreements governed by Italian law;

(l) receivables arising from Loans having a fixed interest rate;

(m) receivables arising from Loans whose Amortisation Plan provides for monthly Instalments having a fixed amount to be paid;

(n) receivables arising from Loans whose Amortisation Plan is a French amortisation plan (*piano di ammortamento alla francese*) having Instalments consisting of an interest component which decreases over the life of the Loan and a principal component which increases over the life of the Loan;

(o) receivables arising from Loans other than (i) Balloon Loans, and (ii) Loans in relation to which the relevant Amortisation Plan provides for two different interest rates applicable in two different periods of such Amortisation Plan;

(p) receivables arising from Loans having an Amortisation Plan which provides for an original number of instalments not exceeding 84 (eighty-four);

(q) receivables arising from Loans in respect of which at least 3 (three) Instalments have accrued and have been paid in full;

(r) receivables arising from Loans in respect of which at least 3 (three) Instalments have not yet accrued as at the Valuation Date and are due after such date;

(s) receivables arising from Loans which have not been classified as past due (*scaduto o sconfinante deteriorato*), unlikely to pay (*inadempienza probabile*) or defaulted (*sofferenza*) pursuant to Bank of Italy's regulations;

(t) receivables arising from Loans in respect of which none of the relevant Debtors has been served by Fiditalia with a writ of enforcement (*precetto*) or an injunction order (*decreto ingiuntivo*) or has entered into an out-of-court settlement following a non-payment;

(u) receivables arising from Loans which have no Instalments overdue;

(v) receivables arising from Loans whose Loan Agreements do not provide for the contractual right to defer payment of interest or repayment of principal after the first Instalment having been paid;

(w) receivables arising from Loans which are not subject to any payment holiday or standstill (*moratoria*) (whether by law, contract or otherwise);

(x) if arising from Used Car Loans, the relevant TAN is higher than 6.5 per cent.;

(y) receivables arising from Loans having an original loan to value (corresponding to the original principal balance of the relevant Loan divided by the valuation of the Car at the time of disbursement of such Loan) equal to or lower than 110 per cent.;

(z) receivables arising from Loans which are not assisted by the assignment of one fifth of the salary and/or pension (*cessione del quinto*) and/or by the payment delegation of one fifth of the salary (*delegazione di pagamento*);

(aa) receivables arising from Loans which have not been already securitised under other securitisation transactions.

The Receivables shall, as at the Valuation Date, comply also with one or more additional Eligibility Criteria designated by the Originator among the following (provided that such additional Eligibility Criteria may only restrict the Portfolio selected on the basis of the Eligibility Criteria under paragraphs (a) to (aa) (inclusive) above):

(a) if arising from Used Car Loans, the relevant maturity date does not fall after 31 May 2028;

(b) receivables arising from Loans whose Outstanding Principal is higher than Euro 1,650 if arising from New Car Loans and is higher than Euro 4,550 if arising from Used Car Loans;

(c) if arising from Used Car Loans, the relevant TAN is higher than 6.65 per cent.

Homogeneity

Under the Warranty and Indemnity Agreement, the Originator has represented that, as at the Valuation Date and as at the Transfer Date, the Receivables comprised in the Portfolio are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit-risk and prepayment characteristics, pursuant to article 20(8), first paragraph, of the EU Securitisation Regulation and the applicable Technical Standards, given that:

(a) all Receivables are originated by the Originator based on similar underwriting standards which apply similar approaches to the assessment of credit risk associated with the underlying exposures;

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

(c) the Receivables fall within the same asset category of the relevant Technical Standards named "auto loans"; and

(d) all Receivables reflect at least the homogeneity factor of the "type of obligor", since all Receivables arise from Loans in respect of which the Borrowers are individuals.

Other features of the Portfolio

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

(a) (*Originator being subject to Italian insolvency rules*) The Originator is a joint stock company (*società per azioni*) enrolled in the register of financial intermediaries ("*Albo Unico*") held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act and its "centre of main interests" (as that term is used in article 3(1) of the EU Insolvency Regulation) is located within the territory of the Republic of Italy, pursuant to articles 20(2) and 20(3) of the EU Securitisation Regulation;

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

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

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

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

(f) (*Origination in the ordinary course of business and no adverse selection*) The Loans from which the Receivables comprised in the Portfolio arise have been disbursed in the Originator's ordinary course of business. The Receivables comprised in the Portfolio have been originated by the Originator in accordance with credit policies which are no less stringent than those that the Originator applied at the time of origination to similar exposures that have not been assigned in the context of the Securitisation, pursuant to article 20(10), first paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(g) (*Assessment of Borrowers' creditworthiness*) The Originator has assessed the Debtors' creditworthiness in compliance with the requirements set out in article 8 of the Directive 2008/48/EC, pursuant to article 20(10), third paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(h) (*Originator's expertise*) The Originator has been originating exposures of a similar nature to those securitised for more than 5 (five) years, pursuant to article 20(10), last paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

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

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

(ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history; or

(iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than the ones of comparable exposures held by the Originator which have not been assigned under the Securitisation,

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

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

(k) (*Borrower's concentration*) The Outstanding Balance of the Receivables owed by the same Borrower does not exceed 2 per cent. of the aggregate Outstanding Balance of all Receivables comprised in the Portfolio, for the purposes of article 243(2)(a) of the CRR; and

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

Level of collateralisation

As to the level of collateralisation, the ratio between (a) the aggregate of (i) the Outstanding Principal, as at the Valuation Date, of the Receivables comprised in the Portfolio, and (ii) the Cash Reserve Initial Amount and (b) the principal amount of the Rated Notes upon issue is equal to 100.23 per cent.

Description of the Portfolio

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

Portfolio Overview (as at 30/09/2021)	
Outstanding Principal (EUR)	997,308,454.81
Original Amount (EUR)	1,527,141,567.27
Number of Loans	106,073
Number of Borrowers	105,778
Average Outstanding Principal per Loan (EUR)	9,402
Average Outstanding Principal per Borrower (EUR)	9,428
Weighted Average Original LTV [(a)]	83.26%
Loan Type (Amortizing / Balloon)	100.00% / 0.00%
Client Type (Private / Commercial)	100.00% / 0.00%
Vehicle Type (New / Used) [(b)]	54.95% / 45.05%
Nominal Interest Rate Type (Fixed / Floating)	100.00% / 0.00%
Weighted Average Nominal Interest Rate	6.73%
Weighted Average Original Term (years) [(c)]	5.70
Weighted Average Remaining Term (years) [(d)]	3.96
Weighted Average Seasoning (years) [(e)]	1.74
Top Borrowers	
1	0.01%
10	0.07%
50	0.28%
Borrowers' Regions [(f)]	
North	41.84%
Centre	22.85%
South	35.31%

(a) Original principal balance of each Loan divided by the valuation of the relevant Car at the time of disbursement of the relevant Loan, weighted by the Outstanding Principal of the relevant Loan

(b) The category Used Car includes the newly used cars (used cars with 0 Kilometers)

(c) Number of years from the origination date to the payment date of the last instalment of each Loan, weighted by the Outstanding Principal of the relevant Loan

(d) Number of years from the cut-off date to the payment date of the last instalment of each Loan, weighted by the Outstanding Principal of the relevant Loan

(e) Number of years from the origination date to the cut-off date of each Loan, weighted by the Outstanding Principal of the relevant Loan

(f) North: Emilia Romagna, Friuli Venezia Giulia, Liguria, Lombardia, Piemonte, Trentino Alto Adige, Valle d'Aosta, Veneto
Center: Lazio, Marche, Toscana, Umbria
South: Abruzzo, Basilicata, Calabria, Campania, Molise, Puglia, Sardegna, Sicilia

Distribution by Outstanding Principal (EUR)

Outstanding Principal (EUR)	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
[0 - 5,000 [	18,148	17.11%	65,008,006.28	6.52%
[5,000 - 10,000 [	49,053	46.24%	362,457,730.97	36.34%
[10,000 - 15,000 [	25,314	23.86%	307,482,393.30	30.83%
[15,000 - 20,000 [	9,451	8.91%	161,217,292.69	16.17%
[20,000 - 25,000 [	2,851	2.69%	62,603,230.57	6.28%
[25,000 - 30,000 [	814	0.77%	22,069,981.33	2.21%
[30,000 - 35,000 [	241	0.23%	7,724,884.20	0.77%
[35,000 - 40,000 [	90	0.08%	3,342,045.56	0.34%
[40,000 - 45,000 [	47	0.04%	1,996,467.55	0.20%
[45,000 - 50,000 [	34	0.03%	1,615,600.59	0.16%
>=50,000	30	0.03%	1,790,821.77	0.18%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Distribution by Original Amount (EUR)

Original Amount (EUR)	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
[0 - 5,000 [	227	0.21%	638,295.77	0.06%
[5,000 - 10,000 [	21,767	20.52%	123,135,011.42	12.35%
[10,000 - 15,000 [	42,935	40.48%	340,367,894.12	34.13%
[15,000 - 20,000 [	24,497	23.09%	269,110,605.00	26.98%
[20,000 - 25,000 [	11,331	10.68%	159,052,582.19	15.95%
[25,000 - 30,000 [	3,397	3.20%	58,786,033.45	5.89%
[30,000 - 35,000 [	1,116	1.05%	23,531,672.15	2.36%
[35,000 - 40,000 [	415	0.39%	10,293,910.60	1.03%
[40,000 - 45,000 [	173	0.16%	4,504,139.93	0.45%
[45,000 - 50,000 [	86	0.08%	2,663,237.64	0.27%
[50,000 - 55,000 [	56	0.05%	2,039,029.69	0.20%
[55,000 - 60,000 [	41	0.04%	1,591,551.32	0.16%
>=60,000	32	0.03%	1,594,491.53	0.16%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Distribution by Original Loan-To-Value (%)

Original Loan-To-Value (%)	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
[0 - 10 [	1	0.00%	1,697.95	0.00%
[10 - 20 [	74	0.07%	268,402.31	0.03%
[20 - 30 [	627	0.59%	3,110,726.47	0.31%
[30 - 40 [	2,216	2.09%	12,618,503.35	1.27%
[40 - 50 [	5,002	4.72%	32,927,954.97	3.30%
[50 - 60 [	8,484	8.00%	63,372,851.00	6.35%
[60 - 70 [	11,866	11.19%	98,937,837.52	9.92%
[70 - 80 [	16,317	15.38%	150,877,945.33	15.13%
[80 - 90 [	20,984	19.78%	212,459,855.13	21.30%
[90 - 100 [	19,815	18.68%	210,594,095.14	21.12%
[100 - 110 [	20,687	19.50%	212,138,585.64	21.27%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Distribution by Original Term (years)

Original Term (years)	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
[0 - 1 [	2	0.00%	13,949.69	0.00%
[1 - 2 [	366	0.35%	1,935,924.14	0.19%
[2 - 3 [	3,770	3.55%	21,492,009.64	2.16%
[3 - 4 [	10,620	10.01%	70,072,203.34	7.03%
[4 - 5 [	20,561	19.38%	160,335,939.26	16.08%
[5 - 6 [	27,631	26.05%	241,691,885.75	24.23%
[6 - 7 [	19,091	18.00%	209,225,576.25	20.98%
[7 - 8 [	24,031	22.66%	292,532,636.89	29.33%
[8 - 9 [	1	0.00%	8,329.85	0.00%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Distribution by Remaining Term (years)

Remaining Term (years)	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
[0 - 1 [	6,116	5.77%	17,211,281.79	1.73%
[1 - 2 [	16,858	15.89%	87,867,736.11	8.81%
[2 - 3 [	23,739	22.38%	178,151,947.55	17.86%
[3 - 4 [	23,149	21.82%	225,825,335.59	22.64%
[4 - 5 [	18,736	17.66%	224,208,422.29	22.48%
[5 - 6 [	11,132	10.49%	159,336,270.96	15.98%
[6 - 7 [	6,343	5.98%	104,707,460.52	10.50%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Distribution by Seasoning (years)

Seasoning (years)	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
[0 - 1 [	28,101	26.49%	332,592,143.38	33.35%
[1 - 2 [	29,399	27.72%	302,498,675.51	30.33%
[2 - 3 [	24,932	23.50%	213,234,788.98	21.38%
[3 - 4 [	14,430	13.60%	101,223,366.22	10.15%
[4 - 5 [	6,472	6.10%	36,575,454.31	3.67%
[5 - 6 [	2,200	2.07%	9,747,334.89	0.98%
[6 - 7 [	536	0.51%	1,430,784.47	0.14%
[7 - 8 [	3	0.00%	5,907.05	0.00%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Distribution by Nominal Interest Rate

Nominal Interest Rate	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
[0 - 1 [	980	0.92%	3,958,635.58	0.40%
[1 - 2 [	24	0.02%	182,110.35	0.02%
[2 - 3 [	1,239	1.17%	10,189,794.19	1.02%
[3 - 4 [	2,615	2.47%	27,325,965.77	2.74%
[4 - 5 [	9,973	9.40%	99,962,947.86	10.02%
[5 - 6 [	17,268	16.28%	162,855,156.15	16.33%
[6 - 7 [	21,363	20.14%	198,035,267.36	19.86%
[7 - 8 [	29,721	28.02%	281,465,302.07	28.22%
[8 - 9 [	16,176	15.25%	149,746,615.75	15.02%
[9 - 10 [	5,674	5.35%	54,270,715.54	5.44%
[10 - 11 [	1,000	0.94%	8,952,629.28	0.90%
[11 - 12 [	40	0.04%	363,314.91	0.04%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Distribution by Payment Frequency

Payment Frequency	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
Monthly	106,073	100.00%	997,308,454.81	100.00%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Distribution by Payment Method

Payment Method	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
Direct debit	100,311	94.57%	948,562,048.92	95.11%
Postal payment	5,762	5.43%	48,746,405.89	4.89%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Distribution by Borrower's Region

Borrower's Region	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
Abruzzo	2,993	2.82%	26,190,651.28	2.63%
Basilicata	282	0.27%	2,841,023.77	0.28%
Calabria	5,781	5.45%	56,546,903.26	5.67%
Campania	11,771	11.10%	103,524,231.85	10.38%
Emilia-Romagna	6,690	6.31%	62,118,276.34	6.23%
Friuli-Venezia Giulia	1,426	1.34%	12,928,885.19	1.30%
Lazio	12,289	11.59%	114,290,768.31	11.46%
Liguria	2,880	2.72%	26,711,549.11	2.68%
Lombardia	14,896	14.04%	150,814,521.81	15.12%
Marche	1,846	1.74%	17,547,098.97	1.76%
Molise	474	0.45%	4,187,491.47	0.42%
Piemonte	9,202	8.68%	87,977,321.38	8.82%
Puglia	5,134	4.84%	48,533,325.44	4.87%
Sardegna	2,700	2.55%	24,876,593.56	2.49%
Sicilia	9,157	8.63%	85,460,360.72	8.57%
Toscana	9,134	8.61%	83,119,386.86	8.33%
Trentino-Alto Adige	608	0.57%	5,776,288.01	0.58%
Umbria	1,437	1.35%	12,934,726.41	1.30%
Valle d'Aosta	335	0.32%	3,009,833.47	0.30%
Veneto	7,038	6.64%	67,919,217.60	6.81%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Distribution by Origination Year

Origination Year	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
2014	13	0.01%	26,395.01	0.00%
2015	880	0.83%	2,714,057.57	0.27%
2016	2,815	2.65%	13,759,171.01	1.38%
2017	8,191	7.72%	48,777,497.83	4.89%
2018	16,860	15.89%	124,201,648.51	12.45%
2019	27,379	25.81%	244,630,058.82	24.53%
2020	30,829	29.06%	333,165,588.13	33.41%
2021	19,106	18.01%	230,034,037.93	23.07%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Distribution by Maturity Year

Maturity Year	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
2021	22	0.02%	41,872.61	0.00%
2022	9,759	9.20%	31,975,390.62	3.21%
2023	19,063	17.97%	112,116,290.43	11.24%
2024	24,099	22.72%	194,425,752.42	19.50%
2025	22,104	20.84%	228,473,948.05	22.91%
2026	16,699	15.74%	208,797,233.76	20.94%
2027	10,174	9.59%	151,630,941.26	15.20%
2028	4,153	3.92%	69,847,025.66	7.00%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Distribution by Year of Registration of the Vehicle

Year of Registration of the Vehicle	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
<2010	29	0.03%	195,200.37	0.02%
2010	238	0.22%	1,409,918.38	0.14%
2011	957	0.90%	6,035,106.66	0.61%
2012	1,518	1.43%	10,560,771.06	1.06%
2013	2,325	2.19%	17,509,954.27	1.76%
2014	3,413	3.22%	27,520,858.60	2.76%
2015	6,111	5.76%	47,162,412.63	4.73%
2016	9,807	9.25%	79,118,937.26	7.93%
2017	16,298	15.36%	128,300,163.73	12.86%
2018	20,388	19.22%	175,520,987.12	17.60%
2019	23,323	21.99%	229,366,715.58	23.00%
2020	15,312	14.44%	185,820,104.36	18.63%
2021	6,354	5.99%	88,787,324.79	8.90%
Total	**106,073**	**100.00%**	**997,308,454.81**	**100.00%**

Top 20 Car Manufacturers

Top 20 Car Manufacturers	Number	% of Number	Outstanding Principal (EUR)	% of Outstanding Principal
FIAT	21,906	20.65%	180,328,612.73	18.08%
JEEP	6,459	6.09%	77,646,030.04	7.79%
FORD	6,799	6.41%	63,813,127.42	6.40%
PEUGEOT	5,918	5.58%	56,612,703.64	5.68%
VOLKSWAGEN	4,656	4.39%	46,522,204.15	4.66%
CITROEN	5,144	4.85%	42,801,617.94	4.29%
HYUNDAI	4,680	4.41%	42,389,599.91	4.25%
AUDI	3,569	3.36%	41,052,479.20	4.12%
NISSAN	4,275	4.03%	40,015,660.89	4.01%
MERCEDES	2,851	2.69%	36,008,448.36	3.61%
OPEL	4,519	4.26%	35,932,816.48	3.60%
RENAULT	3,594	3.39%	31,810,005.39	3.19%
KIA	3,321	3.13%	30,255,645.80	3.03%
HONDA	3,460	3.26%	28,222,029.31	2.83%
BMW	2,207	2.08%	25,375,238.52	2.54%
ALFA ROMEO	2,117	2.00%	22,189,928.14	2.22%
TOYOTA	2,552	2.41%	21,798,827.18	2.19%
SUZUKI	2,442	2.30%	20,883,325.68	2.09%
DACIA	2,387	2.25%	20,809,046.67	2.09%
LANCIA	2,716	2.56%	18,320,335.66	1.84%
Total	**95,572**	**90.10%**	**882,787,683.11**	**88.52%**

Historical Performance Data

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

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

Pool Audit

Pursuant to article 22(2) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria, an appropriate and independent party has verified prior to the Issue Date, (i) on a statistical basis, the integrity and referentiality of the information provided in the documentation and in the IT systems in respect of each selected position of a representative sample of the Provisional Portfolio; (ii) the accuracy of the data relating to the Provisional Portfolio disclosed to the investors in the Notes before pricing; and (iii) the compliance of the data contained in the loan by loan data tape prepared by the Originator in relation to the Receivables comprised in the Provisional Portfolio with the Eligibility Criteria that are able to be tested prior to the Issue Date.

Capacity to produce funds

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

FIDITALIA

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

Fiditalia S.p.A. is a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Via G. Silva, 34, 20149 Milan, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi no. 08437820155, enrolled in the register of financial intermediaries ("*Albo Unico*") held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act under no. 37.

Fiditalia has been incorporated by Barclays Bank Group in 1981 in order to develop the consumer loans and credit card activity.

In 1987 Société Générale became the only sole owner of Fiditalia with the aim of developing mainly a finalized loans company, with a specific interest in furniture and cars loans.

In 1997 Société Générale and Credito Italiano (now Unicredit) decided to develop a joint business company in order to increase their own market share in the consumer loans market.

In 2001 Societè Génèrale became the sole shareholder of Fiditalia acquiring the Unicredit's share in the company with the aim to consolidate its own specialized consumer retail company in Italy.

In 2005 Fiditalia purchased the salary backed loans business branch of Finagen (a Generali Group company at that time) in order to complete its "product offer" in the retail loans business products.

As at the date of this Prospectus, Fiditalia's share capital is 100% owned by Société Générale (**SG**).

As at 31 December 2020 Fiditalia had 586 employees.

As a financial intermediary, Fiditalia is subject to monitoring by Italy's bank regulator, Fiditalia business activities are also overseen on a consolidated basis within SG by the French and ECB banking authorities.

Lending Activities

The main products distributed by Fiditalia can be divided into the following categories:

a. Car loans: 54.2% of new loan production in 2020 (by financed amount);

b. Loans for consumer goods and services (such as furniture, home improvement, renewable energies, etc…): around 25.4% of new loan production in 2020 (by financed amount);

c. Personal loans 10.5% of new loan production in 2020 (by financed amount);

d. Personal backed salary loans (CQS/CQP) 7.2% of new loan production in 2020 (by financed amount);

e. Revolving credit cards 1.6% of new loan production in 2020 (by financed amount);

f. Leasing 1.1% of new loan production in 2020 (by financed amount).

The outstanding figures per product are reported below:

K/Euro	Total Outstanding 31/12/2020	%
Personal Loans	711,906	14.3%
Credit cards	61,145	1.2%
New Car	1,214,493	24.3%
Used Car	1,461,345	29.2%
Other Specific Purpose Loans	907,843	18.2%
Other (salary backed loans)	563,493	11.3%
Moto	10,995	0.2%
Leasing	65,040	1.3%
Total	**4,994,123**	**100%**

Source: Fiditalia balance sheet as at 31 December 2020

Distribution Channel

Fiditalia distributes its products through the following main channels:

a. The Indirect Channel, made up of retailers/dealers having the direct interaction with the end client;

b. The Direct Channel, where the interaction with the target of potential clients for personal loans and revolving products takes place through Fiditalia agents or sales representatives (ie Personal Loans/CQS-CQP Telesales Unit)

c. Remote: Internet applications, direct mailing, phone calls.

Summary of the Consolidated Financial Results

The main financial figures of Fiditalia are reported below.

The following table shows the IAS IFRS consolidated Financial Statements and the comparison between December 2019 and December 2020 year-end results.

ASSETS	Dec 2020	Dec 2019
Cash	-	2
Available for sale assets	-	-
Loans and receivables	4,792,699	4,618,170
Interest rate derivatives - Macro hedging - Fair value	-	-
Fair value adjustment of macro-hedged portfolio	-	-
Participations	5,859	6,402
Technical provisions - Reinsured amounts	-	-
Tangibles assets	10,460	13,004
Intangibles assets	11,960	12,421
Other assets	158,521	174,824
Total Assets	**4,979,498**	**4,824,823**

LIABILITIES	Dec 2020	Dec 2019
Debts	4,448,981	4,315,312
Securities	-	-
Interest rate derivatives - Macro hedging - Fair value	-	-
Other liabilities	67,877	97,839
Funds	40,836	39,165
Technical provisions	-	-
Equity	421,805	372,507
Total Liabilities	**4,979,499**	**4,824,823**

Source: Fiditalia balance sheet as at 31 December 2020 - 31 December 2019

The Strategy

Fiditalia's effective strategy has resulted for many years in gains in market share, experiencing a relevant growth in the last few years, driving the recovery from a loss position in terms of net income in the period 2010-2015, back to a profitable situation from 2016 onwards.

The Italian consumer finance market had been growing rapidly until 2008. Since 2009, as a consequence of the economic crisis experienced worldwide, the Italian consumer finance market faced a decrease in volumes, followed by a recovery from 2014 onwards, even if with still a sluggish situation mainly driven by weak trends of consumption. In the meanwhile, the market showed a relevant reorganization, with a progressive increase of operators' concentration and a new distribution of product mix. Despite the decrease of the car automotive sector, Fiditalia increased its market share by means of the high service level granted both to the dealers and to the final retail customer.

Fiditalia's main goal is not merely to achieve high volumes of new origination, but also to have a good level of margin, along with fulfilling a high credit quality in the onboarding phase. In addition, all over recent years Fiditalia has shown an increasing capability in maintaining variable and administrative costs flat despite the relevant experienced growth on both new originated volumes and outstanding portfolio, also leveraging on a high level of investment in technological innovation and digitalization projects.

Due to the pandemic situation started in Italy since the end of February 2020 caused by the Covid-19 virus, Fiditalia was ready to react promptly to the emergency generated by the new pandemic scenario and the consequent restrictions embraced from the Government because of the lockdown. The company immediately resorted to smartworking for the employees whose remote activities were aimed at remotely processing files, inbound / outbound calls and all other onboarding and collection activities.

Fiditalia has activated an extraordinary procedure, to support customers facing troubles in fulfilling their repayment obligations, granting holders of personal and finalized loans, who expressly request it, the possibility to suspend the payment of the principal portion of the installment or of the entire installment on the basis of the provisions of the "Moratorium COVID 19 for consumer credit" promoted by Assofin and Italian Law Decree no. 18 of 17 March 2020, converted into Law no. 27 of 24 April 2020 (so called "Decreto Cura Italia").

For the new business, actions have been decided to ensure the quality of service and selectivity appropriate to the context: an enhanced focus has been put in the onboarding phase in order to carefully perform the upfront screening of clients' capability to meet its own future repayment obligations, specifically in such a context of crisis; the supply processes have been progressively adapted to the context, activating remote methods to ensure nevertheless the delivery of an effective customer service.

Origination volume of consumer loans and personal credit facilities similar to those securitised

In the period ranging from 2016 to 2020, Fiditalia has originated exposures similar to those securitised in the following approximate principal amounts:

Year	**Principal amount (million Euro)**
2016	Euro 1,532
2017	Euro 1,886
2018	Euro 2,144
2019	Euro 2,271
2020	Euro 1,980

Criteria for credit-granting

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

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

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

THE CREDIT AND COLLECTION POLICIES

CREDIT POLICIES

Fiditalia, as Originator, has internal policies and procedures in relation to the granting of credit, administration of credit-risk bearing portfolios and risk mitigation which broadly include:

- criteria for the granting of credit and the process for approving, amending, renewing and refinancing credits;
- systems in place to administer and monitor the various credit-risk bearing portfolios and exposures;
- diversification of credit portfolios given the Fiditalia's target market and overall credit strategy; and
- policies and procedures in relation to risk mitigation techniques.

Fiditalia's auto loans credit approval process is based on 4 different phases:

- Credit application;
- Creditworthiness assessment;
- Final credit approval; and
- Disbursement.

Credit application

The loan request is loaded in through a front-end, by inserting the information declared by the applicant and any co-obligator and based on the documentation submitted (identification documents, proof of income, etc.). This phase is fundamental as the correctness and completeness of the data entered in the system impacts the evaluation of the request.

Creditworthiness assessment

Fiditalia, to support the organizational units managing the activity of creditworthiness assessment, uses a specific automated evaluation process. Each credit application is analyzed by Fiditalia's internal tool and obtains a risk profile that expresses, in statistical terms, the reliability of the customer to be able to serve the commitments undertaken. The output coming from the internal automated evaluation process elaborates the information provided by:

- specific databases (external and internal);
- the Acceptance Models (Credit Scoring). The calculation of the score is carried out automatically by the computer system on the basis of differentiated statistical models which are developed by Fiditalia's internal risk management department;
- the calculation of the sustainable installment which is estimated in order to determine the maximum installment that the applicants (natural persons and individual firms) can support. The calculation takes into consideration the values of income, expenses declarations and existing commitments, both internal and external. The maximum possible installment is given by the difference between a share of the total income and the sum of expenses (rent, other loans, internal and external commitments)

and is calculated in order to have a share of total income commitments not exceeding the following values:

- self-employed: 100% of total income
- employees / retirees: 75% of total income

The calculation is made for all requests and then applied on a case by case basis according to the risk profile of the applicant. The rule also imposes a minimum income protection that the applicant must overcome in order to be financed.

- the credit policies which are divided as follows:
  - refusal policy (exclusion rules): the outcome of the system provides for a block of the applicant's request. The cost of risk is above the risk appetite targets.
  - in-depth policy: the outcome of the system requires further in-depth analysis by the decision-making bodies. These policies can be grouped into 2 categories: (i) verification policy which is activated when the system is unable to uniquely identify if the customer is really flagged in the negative database or if the uploaded data requires verification of truthfulness; and (ii) risk policy which are specifically addressed to customers with riskier characteristics
  - operational risk policy: the system creditworthiness outcome is positive, but, before disbursing the credit requirement, an in-depth verification by an analyst is required.

Final credit approval

Once the output of the creditworthiness assessment is obtained, before the final credit approval, the following verification activities have to be carried out:

- Correspondence between the data entered in the system and those reported in the information material;
- correctness of the vehicle value (sourced by "Quattroruote");
- anti-fraud.

If there are no doubts or anomalies, the decision maker decides responsibly and autonomously about the approval or rejection of the credit request.

Disbursement

The settlement of the loan is carried out by the appointed agency or by the appointed territorial area, depending on the channel. To ensure objective and prudent control, the credit analyst who carries out the liquidation of a loan request cannot be the same as the one who approved it.

COLLECTION POLICIES

All collection and recovery activities are outsourced to specialized companies (the **External Agencies**). The internal structure of the Originator has the task of ensuring the application of the defined (from Fiditalia) strategies and procedures (the **Servicing Procedures**), controlling and coordinating the activities of all External Agencies.

The Servicing Procedures are carried on through the following phases:

i. Early Collection: phone collection recovery for the management of Loan Agreements which are *overdue* for a maximum period of 60 days through the External Agencies. Phone collection activity starts after 8 days of arrears or 1 day after a negative direct debit flow;

ii. Home Collection: recovery through specialized **External Agencies** and field collection (*esazione domiciliare*), for the management of Loan Agreements in arrears for more than 60 days and which have not been classified as Defaulted Loans (loans where *decadenza dal beneficio del termine*, "**DT**", has been issued). There are 3 phases managed by the Home Collection agencies, organized by regions and phases;

iii. Charge Off: this is an internal activity. The litigation phase starts after 210 days of arrears. A "*Decadenza dal Beneficio del Termine* Letter" (**DT Letter**) is sent to the borrower, and simultaneously Fiditalia starts evaluating the best recovery strategy to be implemented.

iv. DT Home Collection: Several External Agencies are specialized to work the DT credits. The recovery strategy is characterized by different phases, each one with a duration of 60 or 90 days. The collection is generally made through promixory notes or alternative means of payments (bank transfers, cheques, etc…);

v. DT Litigation: the legal actions are activated only in case of borrowers able to pay having salary or real estate ownership.

1. Payments Methods and Arrears Detection

The ordinary payment of the Receivables is made by the Debtor through postal payments (*bollettino postale*) or SEPA Direct Debit (SDD) on the Debtor's bank account.

With reference to the Loan Agreements paid through postal payments, the Loan Agreement is classified as 'in overdue' after the date of the first unpaid installment.

With reference to the Loan Agreements paid though Direct Debit (SDD), the unpaid installment is detected after the relevant expiry date of the SDD, via remote banking communication.

The amount is then debited automatically again and, simultaneously, the recovery process starts.

2. Out-of-court processing cycles - Pre-DT

The out-of-court recovery activities of the loan not yet in default ("Pre-DT") are divided in two categories:

- GROUP A: loans with payment dates scheduled between day 1 and day 15 of the month, whose processing cycle normally starts on the 17th of the month (or the next business day) and ends on the 15th of the next month (or the previous business day).

- GROUP B: loans with payment dates scheduled between the 16th and 31st of the month, whose processing cycle normally begins on the 2nd of the next month (or next business day) and ends on 30th/31st (or previous business day).

3. Pre-DT recovery

The strategy currently implemented by the Credit Collection Department provides for a selection of the portfolio to be managed, based on characteristics that mainly depend on the number of the days of delay:

i. Bucket 0: contract delay between 1 and 29 days.

ii. Bucket 1: contract delay between 30 and 59 days.

iii. Bucket 2: contract delay between 60 and 89 days.

iv. Bucket 3: contract delay between 90 and 119 days.

In any case, all contracts with a small amount (arrears below 20 Euro or outstanding below 100 Euro) are excluded from any type of recovery activity.

3.3.1. Early Collection

The Early Collection phase, related to Bucket 0 and Bucket 1, involves credit recovery with Phone Collection activities, or by means of a phone reminder in order to promptly notify the customer of non-payment and obtain regularization of the unpaid.

The phone reminder activity is carried out by Fiditalia through the External Agencies to whom the practices are outsourced using the NSR ("New Recovery System") application.

Leveraging on NSR, Fiditalia divides the receivables in arrear into homogeneous clusters. The percentage of cases to be assigned to each External Agency is determined on the basis of the maximum volumes of cases potentially manageable, based on the number of telephone operators, the technological tools used and the specialization in the management of different types of products.

Once the assignment is completed through NSR application, a "letter of action" is automatically produced. This letter is not immediately sent but remains available in the system. The External Agency are entitled to print it "on demand" and show it to the customer if the latter explicitly requests it. The amount of the overdue debt is pointed out in the custody mandate, in addition to any telephone collection costs due.

The External Agency of Phone Collection is requested to carry out the recovery action in compliance with the outsourcing contract signed, with specific reference to Fiditalia policy of ethics and the required requested qualitative levels.

3.3.2. Mid collection

All contracts that do not fall within the Early Collection perimeter are mainly managed in home collection mode, starting with Bucket 2.

According to the current strategy, the distribution of the receivables in arrear to be outsourced to the External Agencies is based on geographical criterion and on the experience already gained with similar practices.

The External Agency is authorized to collect payments on behalf of Fiditalia. If the home visit does not produce the desired effects, the External Agency will update the NSR system. After that, the file will be assigned to another External Agency operating in the same area or will be placed in DT, if the conditions are met.

4. *Decadenza dal beneficio del termine* (DT)

The *decandenza dal beneficio del termine* (DT) entails the right of the creditor to demand from the debtor the immediate payment of the entire residual debt.

The current credit policies of Fiditalia mark the auto loans as DT when of the contract is overdue for at least 210 days.

However, there are special cases in which the DT classification is triggered:

- In the cases of death of borrower, in the absence of co-obligors, the DT is classified as soon as Fiditalia is notified of the waiver of inheritance;

- For specific cases of recourse to Law 3/2012 - which introduced in Italy the settlement procedure of the over-indebtedness crisis - the DT is classified with an overdue of at least 90 days.

For contracts with a balance up to € 100, identified as Small Balances, the DT is not envisaged.

When a DT occurs, the operational management of the credits is transferred to a specific team of specialized operators who are supported by External Agencies dedicated to specific phase.

5. Hard Collection – Post DT

5.1. Recovery action via External Agency

The monthly distribution of volumes among the External Agencies operating with Fiditalia is carried out taking into account for each External Agency their capability in each Region.

Initial mandates have a duration from 60 days to 120 days.

In the event that payment reminders made by the External Agency have a positive effect, the External Agency will insert in NSR evidence of the recovered values which will then be subject to verification, control and validation by Fiditalia.

In the event that the home visit is "negative", the External Agency will update the NSR system with some notes on the position that could be read by the following External Agency.

At this stage the agreed recovery strategies can be divided in two:

i. Rescheduling plans according to the following main rules:

   - preferably a cash (or equivalent) payment and / or checks for an amount basically not lower than 5% of the debt position should be obtained before entering into a rescheduling plan;

   - bills of exchange signed by protested parties cannot be accepted;

   - the amount of the individual bills of exchange must take into account the customer's monthly repayment capacity, according to his income and outstanding financial commitments;

   - the duration of the plan must not exceed 84 months for loans with outstanding balance lower than € 10,000 and 120 months for loans with outstanding balance greater than € 10,000;

   - the maximum age of the debtor at the end of the plan cannot exceed 85 years.

ii. settlement and write-off transaction (*saldo stralcio*) is an out-of-court agreement in which the creditor agrees to renounce to a part of its residual credit against immediate payment by the debtor of an agreed amount. The assessment of the credit waiver is made considering the delay bucket of the contract, the economic situation of the debtor and the cost-benefit ratio of any legal action. The

percentage of recognized waiver determines the required level of approval to accept the debated proposal, as regulated by specific procedures.

6. Skip Tracing

Skip Tracing is defined as the activity of tracing Debtors who are untraceable. The activity of tracing and searching for the new contact details of the untraceable debtors can be carried out using specialized information companies, with a license issued by the Public Security authority pursuant to art. 134 of the T.U.L.P.S.

The information report is also used to decide on subsequent actions of the recovery process or if starting with the judicial activity.

7. Write-off

The credit is considered irrecoverable when it becomes no longer collectable or its realization is so costly that it cannot be economically pursued.

There are also objective situations that determine the non recoverability of the credit, for example, when the debtor is subject to insolvency proceedings, or in the event of the debtor's death without joint obligation. The writing-off of the receivables is always based on the credit value and it is not necessarily subsequent to the transition to the litigation phase.

8. Judicial Credit Recovery

Judicial recovery is one of the possible phases of the recovery process and is managed internally by Fiditalia, with the collaboration of external law firms.

The selection of positions for which it is considered appropriate to initiate legal action is carried out based on the amount of the receivable, the debtor’s global exposure with Fiditalia and its economic and financial situation.

A credit is normally managed with legal action when the receivables have an outstanding balance, net of default interest, of not less than € 5,000 (considered on the individual debt exposure and/or on the global exposure of the receivables to be recovered) and it is economic viable activating legal procedure against the debtor, the co-obligors or the guarantors.

A credit position can, therefore, be subject of legal action when the obligors, or the heirs of the obligors, are typically owners of real estate assets or recipients of income from employment.

9. Solicit to customers

In addition to the telephone or home collection activity, Fiditalia also adopts the automatic sending of reminder letters. The texts of these letters are suitably diversified according to the age of delay, the method of payment and the type of recovery in progress on the contract, appropriately authorized by the competent bodies.

The main types of letters concern:

- Letters of unpaid SDD;
- Letter for non-payment of the first instalment, for contracts with postal bulletin (BP) payment method;

- Letter of communication of the modification of the payment method from SDD to BP;
- Letters of *decadenza del beneficio del termine*

These letters are generated by an automatic procedure, which verifies in respect of each contract the following conditions:

- instalment due and unpaid with at least 30 days of delay;
- letter not already sent in the last 12 months;
- outstanding balance greater than € 10.33.

Furthermore, as an alternative to the reminder by letter, reminders are sent also through via SMS and email.

For further details on the remedies and actions relating to delinquency and default of debtors, debt restructuring, forbearance, recoveries and other asset performance remedies, please see the section headed "*Description of the Transaction Documents - The Sub-Servicing Agreement*".

RISK RETENTION AND TRANSPARENCY REQUIREMENTS

Prospective Noteholders are required to independently assess and determine the sufficiency of the information described below and in this Prospectus generally for the purposes of complying with the provisions of articles 6 of the EU Securitisation Regulation and article 6 of the UK Securitisation Regulation on risk retention and with the provisions of articles 7 and 22 of the EU Securitisation Regulation on transparency requirements.

Prospective investors should note that there can be no assurance that the information described below or in this Prospectus or to be made available to investors in accordance with article 7 of the EU Securitisation Regulation will be adequate for any prospective institutional investors to comply with their due diligence obligations under the EU Securitisation Regulation or the UK Securitisation Regulation. None of the Issuer, Fiditalia (in any capacity), the Arranger, the Lead Manager or any other Transaction Party makes any representation that the information described below or in this Prospectus is sufficient in all circumstances for such purposes.

For further information on the requirements referred to above and the corresponding risks, please refer to the risk factors entitled "*Regulatory initiatives may result in increased regulatory capital requirements and/or decreased liquidity in respect of the Notes*" and "*Non-compliance with the EU Securitisation Regulation or the UK Securitisation Regulation, as applicable, may have an adverse impact on the regulatory treatment of the Notes and/or decrease liquidity of the Notes*".

Risk retention

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

(a) retain, on an on-going basis, a material net economic interest of not less than 5 (five) per cent. in the Securitisation, in accordance with option (c) of article 6(3) of the EU Securitisation Regulation (which does not take into account any relevant national measures);

(b) not change the manner in which the net economic interest is held, unless expressly permitted by article 6(3) of the EU Securitisation Regulation;

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

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

in each case provided that the Originator is only required to do so to the extent that the retention and disclosure requirements under the EU Securitisation Regulation are applicable to the Securitisation.

In addition, the Originator has undertaken and warranted that:

(a) the material net economic interest held by it will not be split amongst different types of retainers and will not be subject to any credit-risk mitigation or hedging, in accordance with article 6(1) of the EU Securitisation Regulation;

(b) it will not to sell, transfer or otherwise surrender all or part of the rights, benefits or obligations arising from the material net economic interest held by it, except to the extent permitted under the EU Securitisation Regulation, and it will not enter into any transaction synthetically effecting any of these actions;

(c) during the life of the Securitisation, it will provide the Issuer, the Arranger and the Calculation Agent with all information within its possession or control or reasonably capable of being obtained by it which is required for the purposes of complying with the EU Securitisation Regulation; and

(d) it has not selected the Receivables comprised in the Portfolio with the aim of rendering losses on the Receivables transferred to the Issuer higher than the losses on comparable receivables held on the balance sheet of the Originator, pursuant to article 6(2) of the EU Securitisation Regulation.

Transparency requirements

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

Each of the Issuer and the Originator has acknowledged and agreed that Fiditalia is designated as Reporting Entity, pursuant to and for the purposes of article 7(2) of the EU Securitisation Regulation, and it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the 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. In addition, each of the Issuer and the Originator has agreed that the Originator is designated as first contact point for investors and competent authorities pursuant to the third sub-paragraph of article 27(1) of the EU Securitisation Regulation.

As to pre-pricing information, the Originator has confirmed that, before pricing, it has been, as retainer of randomly selected exposures equivalent to not less than 5 per cent. of the nominal value of the securitised exposures and as holder of the Class J Notes, in possession of, and has made available to potential investors in the Notes:

(a) through the Securitisation Repository, the information under point (a) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and, in draft form, the information and documentation under points (b) and (d) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation;

(b) through the Securitisation Repository and this Prospectus, data on static and dynamic historical default and loss performance, such as delinquency and default data, for substantially similar exposures to those being securitised covering a period of at least 5 (five) years, and the sources of those data and the basis for claiming similarity, pursuant to article 22(1) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria; and

(c) through the websites of Bloomberg and Intex (being, as at the date of this Prospectus, www.bloomberg.com and www.intex.com respectively), a liability cash flow model which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer pursuant to article 22(3) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

As to post-closing information, the relevant parties to the Intercreditor Agreement have agreed and undertaken as follows:

(a) the Sub-Servicer shall prepare the Loan by Loan Report setting out information relating to each Loan as at the end of the Collection Period immediately preceding the relevant ESMA Report Date (including, *inter alia*, the information related to the environmental performance of the assets financed by the relevant Loan, to the extent available), in compliance with point (a) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and the applicable Technical Standards and deliver it via email and in .csv format 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 Investors Report and the Inside Information and Significant Event Report to be made available on the relevant ESMA Report Date) to the holders of a securitisation position, the competent authorities and, upon request, to potential investors in the Notes on each ESMA Report Date;

(b) the Calculation Agent shall, subject to receipt of any relevant information from the Issuer or the Sub-Servicer, as the case may be*:*

(i) prepare the SR Investors Report setting out certain information with respect to the Portfolio and the Notes (including the information referred to in point (e), items (i), (ii) and (iii), of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation), in compliance with point (e) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and the applicable Technical Standards, and deliver it via e-mail and in .csv format to the Reporting Entity in a timely manner in order for the Reporting Entity to make available, through the Securitisation Repository, the SR Investors Report (simultaneously with the Loan by Loan Report and the Inside Information and Significant Event Report to be made available on the relevant ESMA Report Date) to the holders of a securitisation position, the competent authorities and, upon request, to potential investors in the Notes on each ESMA Report Date; and

(ii) prepare the Inside Information and Significant Event Report containing the information set out in points (f) and (g) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation (including, *inter alia*, the occurrence of a Sequential Redemption Event and the occurrence of any Trigger Event), and deliver it via email and in .csv format 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 and, upon request, to potential investors in the Notes without undue delay following the occurrence of the relevant event triggering the delivery of such report in accordance with the EU Securitisation Regulation and the applicable Technical Standards and, in any case, on each ESMA Report Date (simultaneously with the Loan by Loan Report and the SR Investors Report);

(b) the Issuer shall deliver to the Reporting Entity (A) a copy of the final Prospectus, the other final Transaction Documents, the final STS Notification and any other final document or information required under article 22(5) of the EU Securitisation Regulation, in a timely manner in order for the Reporting Entity to make available, through the Securitisation Repository, such documents to the investors in the Notes by no later than 15 (fifteen) days after the Issue Date, and (B) any other document or information that may be required to be disclosed to the investors or potential investors in the Notes and the competent authorities pursuant to the EU Securitisation Regulation and the applicable Technical Standards in a timely manner (to the extent not already provided by other parties),

in each case in accordance with the requirements provided by the EU Securitisation Regulation and the applicable Technical Standards.

Pursuant to the Intercreditor Agreement, the Originator has further undertaken to make available to investors in the Notes on an ongoing basis and to potential investors in the Notes upon request, through the websites of Bloomberg and Intex (being, as at the date of this Prospectus, www.bloomberg.com and www.intex.com respectively), a liability cash flow model (as updated from time to time) which precisely represents the contractual relationship between the Receivables and the payments flowing between the Originator, the investors in the Notes, other third parties and the Issuer pursuant to article 22(3) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

THE ISSUER

Introduction

The Issuer was incorporated on 21 July 2021 in the Republic of Italy pursuant to the Securitisation Law as a limited liability company under the name "Red & Black Auto Italy S.r.l." and is a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated and operating under the laws of the Republic of Italy, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 05254340267, quota capital of Euro 10,000 fully paid-up, enrolled with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 7 June 2017 under no. 35838.2, having as its sole corporate object the realisation of securitisation transactions pursuant to the Securitisation Law. The length of life of the Issuer is until 31 December 2100. The Issuer's telephone number is +39 0438360926. The legal entity identifier (LEI) of the Issuer is 8156003B1C9DCDE30892.

Since the date of its incorporation the Issuer has not commenced any operation (other than the purchase of the Receivables comprised in the Portfolio pursuant to the Transfer Agreement) and no financial statements have been drawn up as at the date of this Prospectus. No dividends have been declared or paid and no indebtedness, other than the Issuer's costs and expenses of incorporation, has been incurred by the Issuer. The Issuer has no employees and no subsidiaries.

The authorised and issued capital of the Issuer is Euro 10,000, fully paid up. As at the date of this Prospectus, the entire quota capital of the Issuer is directly owned by the Quotaholder, being Stichting Egeo, a Dutch law foundation (*stichting*) incorporated under the laws of The Netherlands, having its registered office at Locatellikade 1, 1076AZ Amsterdam, The Netherlands, with Italian fiscal code no. 91049040263 and enrolled with the Chamber of Commerce in Amsterdam under no. 81925743. The corporate capital of Stichting Egeo is not directly or indirectly controlled by any other entity.

Under the Quotaholder's Agreement, the Quotaholder has undertaken to exercise the voting rights and the other administrative rights in such a way as not to prejudice the interests of the Noteholders.

Further information on the Issuer is available on the Securitisation Repository. It is understood that any such websites are for information purposes only, do not form part of this Prospectus and have not been scrutinised or approved by the competent authority. For further details, see the section headed "*General Information - Documents available for inspection*".

Issuer's principal activities

The principal corporate object of the Issuer as set out in its by-laws (*statuto*) and in compliance with the Securitisation Law is to perform securitisation transactions.

The Issuer has undertaken to observe the restrictions in Condition 4 (*Covenants*). So long as any of the Notes remains outstanding, the Issuer shall not, *inter alia*, without the prior consent of the Representative of the Noteholders, (i) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities which the Transaction Documents provide for, or envisage that the Issuer may engage in, or any other activity necessary in connection therewith or incidental thereto; (ii) create, incur or permit to subsist any indebtedness whatsoever in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness or of any obligation of any person; or (iii) consolidate or merge with any other person or convey or transfer any of its assets substantially as an entirety to any other person.

Sole Director and Board of Statutory Auditors

As at the date of this Prospectus, the Issuer has a sole director being Blade Management S.r.l., a limited liability company (*società a responsabilità limitata*) incorporated and existing under the laws of the Republic of Italy, with registered office in Conegliano (TV), Viale Italia 203, 31015, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 04898870268. The principal activities carried out by Bade Management S.r.l. outside the Issuer are companies' management and liquidation activities with a particular focus on management of special purpose vehicles. The Chairman of the Board of Directors of Blade Management S.r.l. is Mr. Alberto De Luca.

As at the date of this Prospectus, no board of statutory auditors is appointed.

Capitalisation and indebtedness statement

As at the date of this Prospectus, the capitalisation of the Issuer, adjusted for the issue of the Notes, is as follows:

Capital	*Euro*
Issued, authorised and fully paid-up capital	10,000
Loan Capital	*Euro*
Class A Notes	945,000,000
Class B Notes	15,000,000
Class C Notes	19,000,000
Class D Notes	21,000,000
Class J Notes	5,000,000
Total capitalisation and indebtedness	1,005,010,000

Save as provided for above, as at the date of this Prospectus the Issuer has no other borrowings or indebtedness in respect of borrowings (including loan capital issued or created but unissued), term loans, liabilities under acceptances or acceptance credits, mortgages, charges or guarantees or other contingent liabilities.

Financial statements and auditor's report

The Issuer's accounting reference date is 31 December in each year starting from December 2021. As long as any of the Notes remains outstanding, the annual financial statements of the Issuer will be audited by an auditing company appointed by the Issuer and copies of the Issuer's annual financial statements shall be made available, upon publication, on the Securitisation Repository (for further details, see the section headed "*General Information*").

As at the date of this Prospectus, no financial statements have been drawn up and no auditors have been appointed.

Following the issue of the Notes, the Issuer will appoint an auditing company in accordance with the provisions of Italian Legislative Decree no. 39 of 27 January 2010. Notice of such appointment will be given to the Noteholders in accordance with Condition 16 (*Notices*),

BANCA FININT

The information contained in this section of this Prospectus relates to and has been obtained from Banca Finanziaria Internazionale S.p.A.. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of Banca Finanziaria Internazionale S.p.A. since the date hereof, or that the information contained or referred to in this section of this Prospectus is correct as of any time subsequent to its date.

Banca Finanziaria Internazionale S.p.A., *breviter* Banca Finint S.p.A., is a bank incorporated as a joint stock company (*società per azioni*) under the laws of the Republic of Italy with a sole shareholder, having its registered office in Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, share capital of Euro 71,817,500.00 fully paid up, tax code and enrolment in the companies' register of Treviso-Belluno no. 04040580963, VAT Group "*Gruppo IVA FININT S.P.A.*" - VAT no. 04977190265, registered in the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act under no. 5580 and in the register of the banking group held by the Bank of Italy as parent company of the Banca Finanziaria Internazionale Banking Group, member of the "*Fondo Interbancario di Tutela dei Depositi*" and of the "*Fondo Nazionale di Garanzia*".

Under the Securitisation, Banca Finint S.p.A. will act as Calculation Agent, Corporate Servicer, Master Servicer and Representative of the Noteholders.

QUINSERVIZI

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

Quinservizi S.p.A. is a company incorporated under the laws of the Republic of Italy as a "società per azioni", share capital of Euro 150,000.00 fully paid up, having its registered office at Via F. Casati 1/A, 20124 Milano, Italy, subject to the direction and coordination (soggetta all'attività di direzione e coordinamento) of Gruppo MutuiOnline S.p.A. (**Quinservizi**).

Gruppo MutuiOnline S.p.A. is the holding company of a group of firms with a leadership position in the Italian market for the online comparison, promotion and intermediation of products provided by financial institutions and e-commerce operators (main websites www.mutuionline.it, www.prestitionline.it, www.segugio.it and www.trovaprezzi.it) and is leader on the Italian distribution market through remote channels of credit and insurance products (Broking Division); it holds as well a first rank position in the Italian market for the outsourcing services provision (BPO Division) regarding: Mortgages, Loans, Asset management industry and Insurance services.

Gruppo MutuiOnline S.p.A. is listed since 2007 on the Milan Stock Exchange, with revenues in 2020 for over €250 million, and a Market Cap of over Euro 1,727 billion as of 15 September 2021.

In the BPO context, Quinservizi S.p.A. is a leading player in the whole servicing management and with 500 employes manages complex credit processes in the areas of:

- Retail (personal and auto/consumer loans, salary-backed loans/CdQ, TFS advance, cards and digital payments);
- Corporate (Loans to companies FdG / Ismea / Sace / Green, Factoring);
- Legal services (extrajudicial and judicial credit recovery for each technical form),

both for the origination phase and servicing phase in the context of ordinary and structured finance transactions.

Quinservizi is subject to the auditing activity of Reconta Ernst & Young S.p.A.

Under the Securitisation, Quinservizi will act as Back-up Sub-Servicer.

BNYM, MILAN BRANCH

The information contained in this section of this Prospectus relates to and has been obtained from The Bank of New York Mellon SA/NV, Milan branch. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of The Bank of New York Mellon SA/NV, Milan branch since the date hereof, or that the information contained or referred to in this section of this Prospectus is correct as of any time subsequent to its date.

The Bank of New York Mellon SA/NV is a Belgian limited liability company established 30 September 2008 under the form of a Société Anonyme/Naamloze Vennootschap. It was granted its banking licence by the former CBFA on 10 March 2009. It has its headquarters and main establishment at 46 rue Montoyerstraat, 1000 Brussels. The Bank of New York Mellon SA/NV is a subsidiary of BNY Mellon (BNYM), the main banking subsidiary of The BNY Mellon Corporation. It is under the prudential supervision of the European Central Bank and the National Bank of Belgium and regulated by the Belgian Financial Services and Markets Authority in respect of conduct of business. The Bank of New York Mellon SA/NV engages in servicing, global collateral management, global markets, corporate trust and depositary receipts. The Bank of New York Mellon SA/NV operates from locations in Belgium, The Netherlands, Germany, the United Kingdom, Luxembourg, Italy, France and Ireland.

The Bank of New York Mellon SA/NV, Milan branch is a bank incorporated under the laws of Belgium, having its registered office at 46 Rue Montoyer, Montoyerstraat 46 - B-1000 Brussels, Belgium, acting through its Milan branch at Via Mike Bongiorno 13, 20124 Milan, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi under no. 09827740961, enrolled as a "*filiale di banca estera*" under no. 8070 and with ABI code 3351.4 with the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act (**BNYM, Milan branch**).

As of the date of this Prospectus, BNYM, Milan branch's long-term rating is as follows:

Asset Class	**Moody's**	**S&P**	**Fitch**	**DBRS**
Long-term Issuer Rating	"AA2"	"AA-"	"AA"	"AA (high)"
Short-term Deposits/Issuer Default	"P-1"	"A-1+"	"F1+"	"R-1 (high)"
Outlook	Stable	Stable	Stable	Stable

Under the Securitisation, BNYM, Milan branch will act as Account Bank and Paying Agent.

SOCIÉTÉ GÉNÉRALE

The information contained in this section of this Prospectus relates to and has been obtained from Société Générale. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of Société Générale since the date hereof, or that the information contained or referred to in this section of this Prospectus is correct as of any time subsequent to its date.

Société Générale is a French limited liability company (*société anonyme*) having the status of a bank and is registered in France within the *Registre du Commerce et des Sociétés* of Paris under no. 552120222. It has its registered office at 29 Boulevard Haussmann, 75009 Paris, France.

Société Générale is one of the leading European financial services groups. Based on a diversified and integrated banking model, the Group combines financial strength and proven expertise in innovation with a strategy of sustainable growth, aiming to be the trusted partner for its clients, committed to the positive transformations of the world. With a solid position in Europe, Société Générale employs over 133,000[1] members of staff in 61 countries and supports on a daily basis 30[2] million individual clients, businesses and institutional investors around the world.

The Group is built on three complementary core businesses:

(d) French Retail Banking which encompasses the Société Générale, Crédit du Nord and Boursorama brands, each offering a full range of financial services with an omnichannel setup at the cutting edge of digital innovation.

(e) International Retail Banking, Insurance, and Financial Services to Corporates, with networks in Europe, Russia and Africa, and specialised businesses that are leaders in their markets.

(f) Global Banking and Investor Solutions, with recognised expertise, key international positions and integrated solutions.

As at the date of this Prospectus, the short-term rating of Société Générale senior bond issues is F1 (Fitch), P-1 (Moody's) and A-1 (S&P) and the long-term rating of Société Générale senior bond issues is A (Fitch), A1 (Moody's) and A (S&P). Such ratings being subject to variations from time to time, up-to-date ratings are available on Société Générale's website.

Under the Securitisation, Société Générale will act as Commingling and Set-Off Guarantor, Arranger and Lead Manager.

[1] Headcount at end of period, excluding temporary staff.
[2] Excluding Group insurance companies.

DZ BANK

The information contained in this section of this Prospectus relates to and has been obtained from DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main. The delivery of this Prospectus shall not create any implication that there has been no change in the affairs of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main since the date hereof, or that the information contained or referred to in this section of this Prospectus is correct as of any time subsequent to its date.

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main is a stock corporation (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, having its registered office at Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) in Frankfurt am Main under registration number HRB 45651 (**DZ BANK**).

DZ BANK is a company of the cooperative tradition. As central credit institution, it is responsible for the liquidity balancing for the affiliated cooperative banks and the institutions of the Volksbanken Raiffeisenbanken cooperative financial network.

DZ BANK may engage in all types of banking transactions that constitute the business of banking and in transactions complementary thereto, including the acquisition of equity investments. DZ BANK may also attain its objectives indirectly.

In exceptional cases DZ BANK may, for the purpose of furthering the cooperative system and the cooperative housing sector, deviate from ordinary banking practices in extending credit. In evaluating whether any extension of credit is justified, the liability of cooperative members may be taken into account to the extent appropriate.

DZ BANK is acting as a central bank, corporate bank and parent holding company of the DZ BANK Group. The DZ BANK Group forms part of the German Volksbanken Raiffeisenbanken cooperative financial network, which comprises around 800 cooperative banks and is one of Germany's largest financial services organisations measured in terms of total assets.

As a central institution, DZ BANK is strictly geared to the interests of the cooperative banks, which are both its owners and its most important customers. Using a customized product portfolio and customer-focused marketing, DZ BANK aims to ensure that the cooperative banks continually improve their competitiveness on the basis of their brands and - from the DZ BANK's point of view - a leading market position. In addition, DZ BANK is in its function as central bank for all cooperative banks in Germany responsible for the liquidity management within the Volksbanken Raiffeisenbanken cooperative financial network.

As a corporate bank DZ BANK serves companies and institutions that need a banking partner that operates at the national level. DZ BANK offers the full range of products and services of an international oriented financial institution with a special focus on Europe. DZ BANK also provides access to the international financial markets for its partner institutions and their customers.

DZ BANK Group's business activities include the four strategic business units Retail Banking, Corporate Banking, Capital Markets and Transaction Banking.

USE OF PROCEEDS

The net proceeds of the issuance of the Notes (being equal to Euro 1,010,708,350) will be applied by the Issuer on the Issue Date:

(a) to pay an amount equal to Euro 1,005,688,056.11 as Purchase Price for the Portfolio to the Originator (to the extent not subject to the set-off with the subscription monies due by Fiditalia as Junior Notes Subscriber pursuant to the Junior Notes Subscription Agreement);

(b) to credit an amount equal to Euro 5,000,000 as Cash Reserve Initial Amount to the Cash Reserve Account;

(c) to credit an amount equal to Euro 20,000 as Retention Amount to the Expenses Account; and

(d) to credit an amount equal to Euro 293.89 remaining after making payments under paragraphs (a) to (c) (inclusive) above to the Collection Account.

TERMS AND CONDITIONS OF THE NOTES

Euro 945,000,000 Class A Asset Backed Floating Rate Notes due December 2031
Euro 15,000,000 Class B Asset Backed Floating Rate Notes due December 2031
Euro 19,000,000 Class C Asset Backed Floating Rate Notes due December 2031
Euro 21,000,000 Class D Asset Backed Floating Rate Notes due December 2031
Euro 5,000,000 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2031

General

On 5 November 2021 (the **Issue Date**) the Issuer will issue Euro 945,000,000 Class A Asset Backed Floating Rate Notes due December 2031, Euro 15,000,000 Class B Asset Backed Floating Rate Notes due December 2031, Euro 19,000,000 Class C Asset, Backed Floating Rate Notes due December 2031, Euro 21,000,000 Class D Asset Backed Floating Rate Notes due December 2031 and Euro 5,000,000 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2031.

The Issuer is a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated under the laws of the Republic of Italy, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 05254340267, quota capital of Euro 10,000 fully paid-up, enrolled with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 7 June 2017 under no. 35838.2, having as its sole corporate object the realisation of securitisation transactions pursuant to the Securitisation Law.

The principal source of payments of interest and repayment of principal on the Notes, as well as payment of the Class J Variable Return (if any) on the Class J Notes, will be the proceeds of the Portfolio and the other Securitisation Assets. Pursuant to the terms of the Transfer Agreement, the Originator has assigned and transferred to the Issuer, which has purchased, without recourse (*pro soluto*), in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and the articles of Law 52 referred to therein, the Portfolio with economic effects from (but excluding) the Valuation Date and legal effect from (and including) the Transfer Date. The Purchase Price for the Portfolio will be financed by the Issuer using part of the proceeds of the issuance of the Notes and will be payable to the Originator on the Issue Date.

The Notes will benefit of the provisions of the Securitisation Law pursuant to which the Portfolio and the other Securitisation Assets will be segregated (*costituiscono patrimonio separato*) under Italian law from all other assets of the Issuer and from the assets relating to any Further Securitisation and will only be available, both before and after a winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor. The Notes will have also the benefit of the Issuer Transaction Security.

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

Certain of the statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Transaction Documents. Copies of the Transaction Documents are available for inspection on the Securitisation Repository. The Noteholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Transaction Documents applicable to them. No amendment to the provisions of these Conditions or the Transaction Documents shall constitute a novation (*novazione*) of the Notes within the meaning of article 1230 of the Italian civil code.

The Noteholders are deemed to have notice of, are bound by and shall have the benefit of, *inter alia*, the Rules of the Organisation of the Noteholders, which constitute an integral and essential part of these Conditions. The Rules of the Organisation of the Noteholders are attached hereto as Schedule 1. The rights and powers of the Representative of the Noteholders and the Noteholders may be exercised only in accordance with these Conditions, the Rules of the Organisation of the Noteholders and the Intercreditor Agreement.

Each Noteholder, by reason of holding one or more Notes, recognises the Representative of the Noteholders as its representative, acting in its name and on its behalf, and agrees to be bound by the terms of the Transaction Documents to which the Representative of the Noteholders is a party as if such Noteholder was itself a signatory thereto.

In these Conditions the following defined terms have the meanings set out below:

Account Bank means BNYM, Milan branch or any other entity, being an Eligible Institution, acting as account bank from time to time under the Securitisation.

Accounts means the Collection Account, the Cash Reserve Account, the Expenses Account, the Payments Account, the Swap Collateral Accounts, the Securities Account (if any), the Commingling and Set-Off Guarantee Deposit Account (if any), and any other account which may be opened by the Issuer under the Securitisation in accordance with the Transaction Documents.

Additional Purchase Price Component means an amount equal to Euro 5,698,350.00.

Affiliate means, with respect to any Person, any entity that controls, directly or indirectly, such Person or any entity directly or indirectly having a majority of the voting power of such Person.

Agency and Accounts Agreement means the agency and accounts agreement entered into on or about the Issue Date between the Issuer, the Master Servicer, the Sub-Servicer, the Calculation Agent, the Account Bank, the Paying Agent, the Corporate Servicer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Agents means, collectively, the Account Bank, the Custodian (if any), the Deposit Account Bank (if any), the Calculation Agent and the Paying Agent.

Aggregate Interest Amount has the meaning ascribed to such term in Condition 5(f) (*Interest and Class J Variable Return - Calculation of Interest Amount, Aggregate Interest Amount and Class J Variable Return*).

Alternative Base Rate has the meaning ascribed to such term in Condition 5(d)(iii) (*Interest and Class J Variable Return - Fallback provisions*).

Amortisation Plan means, with reference to each Receivable, the amount and the payment date of the Instalments scheduled in the relevant Loan Agreement.

Arranger means Société Générale.

Back-up Sub-Servicer means Quinservizi or any other entity acting as back-up sub-servicer from time to time under the Securitisation.

Back-up Sub-Servicing Agreement means the back-up sub-servicing agreement entered into on 26 October 2021 between the Issuer, the Master Servicer, the Sub-Servicer and the Back-up Sub-Servicer, as from time to time further modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Banca Finint means Banca Finanziaria Internazionale S.p.A., *breviter* Banca Finint S.p.A., a bank incorporated as a joint stock company (*società per azioni*) under the laws of the Republic of Italy with a sole shareholder, having its registered office in Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, share capital of Euro 71,817,500.00 fully paid up, tax code and enrolment in the companies' register of Treviso-Belluno no. 04040580963, VAT Group "*Gruppo IVA FININT S.P.A.*" - VAT no. 04977190265, registered in the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act under no. 5580 and in the register of the banking group held by the Bank of Italy as parent company of the Banca Finanziaria Internazionale Banking Group, member of the "*Fondo Interbancario di Tutela dei Depositi*" and of the "*Fondo Nazionale di Garanzia*".

Base Rate Modification has the meaning ascribed to such term in Condition 5(d)(i) (*Interest and Class J Variable Return - Fallback provisions*).

BNYM Mellon, Milan branch means The Bank of New York Mellon SA/NV, Milan branch, a bank incorporated under the laws of Belgium, having its registered office at 46 Rue Montoyer, Montoyerstraat 46 - B-1000 Brussels, Belgium, acting through its Milan branch at Via Mike Bongiorno 13, 20124 Milan, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi under no. 09827740961, enrolled as a "*filiale di banca estera*" under no. 8070 and with ABI code 3351.4 with the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act.

Borrowers means the borrowers under the Loan Agreements.

Business Day means any day, other than Saturday or Sunday, which is not a public holiday or a bank holiday in Milan, London, Luxembourg and Paris and on which the Trans-European Automated Real time Gross settlement Express Transfer system 2 (TARGET 2) (or any successor thereto) is open for the settlements of payments in Euro. Only for the purposes of the Sub-Servicing Agreement, the following days shall not be considered as Business Days: 14 August, 16 August, 7 December, 24 December and 31 December of each year.

Calculation Agent means Banca Finint or any other entity acting as calculation agent from time to time under the Securitisation.

Calculation Date means the date falling 4 (four) Business Days prior to each Payment Date.

Cancellation Date means the date on which the Notes will be finally and definitively cancelled, being:

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

(b) if the Notes cannot be redeemed in full on the Final Maturity Date as a result of the Issuer having insufficient Issuer Available Funds for application in or towards such redemption, the later of (A) the Payment Date immediately following the date on which all the Receivables will have been paid in full, and (B) the Payment Date immediately following the date on which all the Receivables then

outstanding will have been entirely written off by the Issuer as a consequence of the Sub-Servicer having determined that there is no reasonable likelihood of there being any further realisations in respect of the Portfolio and the other Securitisation Assets (whether arising from judicial enforcement proceedings or otherwise) which would be available to pay unpaid amounts outstanding under the Notes.

Car Seller means each car dealer which has entered into a sale contract in respect of a Car with a Borrower who has simultaneously entered into a Loan Agreement with the Originator for the purposes of financing the purchase of such Car.

Cash Reserve means the cash reserve established on the Cash Reserve Account and replenished from time to time in accordance with the provisions of the Transaction Documents.

Cash Reserve Account means the Euro denominated account with IBAN IT04Z0335101600001081439780, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Cash Reserve Amount means, at any time, the balance of the amounts standing to the credit of the Cash Reserve Account.

Cash Reserve Initial Amount means an amount equal to Euro 5,000,000.

Cash Reserve Required Amount means, with reference to each Payment Date, an amount equal to the higher: of:

(a) 0.50 per cent. of the aggregate Principal Amount Outstanding of the Rated Notes on such Payment Date (before making payments due on such Payment Date in accordance with the applicable Priority of Payments); and

(b) 0.25 of the aggregate principal amount of the Rated Notes upon issue,

it being understood that, on the earlier of (i) the Payment Date following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, and (ii) the Payment Date on which the Rated Notes will be redeemed in full and/or cancelled, such amount will be reduced to 0 (zero).

Cash Trapping Condition means, on any Calculation Date with reference to the immediately following Payment Date prior to (i) the redemption in full of the Rated Notes, and (ii) the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the circumstance that the Cumulative Net Default Ratio, as calculated on the immediately preceding Sub-Servicer's Report Date, exceeds 3.25 per cent.

Class means a class of Notes being the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class J Notes, as the case may be.

Class A Noteholders means the holders of the Class A Notes.

Class A Notes means Euro 945,000,000 Class A Asset Backed Floating Rate Notes due December 2031.

Class A Notes Pro-Rata Ratio means, with reference to each Payment Date during the Pro-Rata Redemption Period and prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*),

the ratio between (i) the Principal Amount Outstanding of the Class A Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments) and (ii) the Principal Amount Outstanding of the Rated Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class A Notes Support Ratio means, with reference to each Payment Date, the result of the following formula:

1 (one) – A / CP

Where:

A = the Principal Amount Outstanding of the Class A Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class A Notes upon issue);

CP = the Collateral Portfolio Outstanding Principal on the Collection End Date immediately preceding the immediately preceding Payment Date, or, in respect of the first Payment Date, the Outstanding Principal of the Portfolio as at the Valuation Date.

Class A Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to:

(a) during the Pro-Rata Redemption Period, the lower of:

(i) the Class A Notes Pro-Rata Ratio multiplied by the lower between (A) the Target Amortisation Amount on such Payment Date; and (B) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class A Notes in accordance with the Pre-Acceleration Priority of Payments; and

(ii) the Principal Amount Outstanding of the Class A Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments);

(b) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, the lower of:

(i) the Target Amortisation Amount on such Payment Date; and

(ii) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class A Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class A Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class B Interest Subordination Event means the circumstance that, on any Calculation Date with reference to the immediately following Payment Date prior to (i) the redemption in full of the Rated Notes, and (ii) the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes

in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*):

(a) the Class B Notes are not the Most Senior Class of Notes; and

(b) the Cumulative Gross Default Ratio, as calculated on the immediately preceding Sub-Servicer's Report Date, exceeds 15 per cent..

Class B Noteholders means the holders of the Class B Notes.

Class B Notes means Euro 15,000,000 Class B Asset Backed Floating Rate Notes due December 2031.

Class B Notes Pro-Rata Ratio means, with reference to each Payment Date during the Pro-Rata Redemption Period and prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the ratio between (i) the Principal Amount Outstanding of the Class B Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments) and (ii) the Principal Amount Outstanding of the Rated Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class B Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to:

(a) during the Pro-Rata Redemption Period, the lower of:

  (i) the Class B Notes Pro-Rata Ratio multiplied by the lower between (A) the Target Amortisation Amount on such Payment Date; and (B) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class B Notes in accordance with the Pre-Acceleration Priority of Payments; and

  (ii) the Principal Amount Outstanding of the Class B Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments);

(b) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, the lower of:

  (i) the Target Amortisation Amount on such Payment Date less the Class A Redemption Amount; and

  (ii) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class B Notes in accordance with the Pre-Acceleration Priority of Payments,

  or, if lower, the Principal Amount Outstanding of the Class B Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class C Interest Subordination Event means the circumstance that, on any Calculation Date with reference to the immediately following Payment Date prior to (i) the redemption in full of the Rated Notes, and (ii) the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*):

(a) the Class C Notes are not the Most Senior Class of Notes; and

(b) the Cumulative Gross Default Ratio, as calculated on the immediately preceding Sub-Servicer's Report Date, exceeds 4 per cent..

Class C Noteholders means the holders of the Class C Notes.

Class C Notes means Euro 19,000,000 Class C Asset Backed Floating Rate Notes due December 2031.

Class C Notes Pro-Rata Ratio means, with reference to each Payment Date during the Pro-Rata Redemption Period and prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the ratio between (i) the Principal Amount Outstanding of the Class C Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments) and (ii) the Principal Amount Outstanding of the Rated Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class C Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to:

(a) during the Pro-Rata Redemption Period, the lower of:

  (i) the Class C Notes Pro-Rata Ratio multiplied by the lower between (A) the Target Amortisation Amount on such Payment Date; and (B) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class C Notes in accordance with the Pre-Acceleration Priority of Payments; and

  (ii) the Principal Amount Outstanding of the Class C Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments);

(b) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, the lower of:

  (i) the Target Amortisation Amount on such Payment Date less the Class A Redemption Amount and the Class B Redemption Amount; and

  (ii) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class C Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class C Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class D Interest Subordination Event means the circumstance that, on any Calculation Date with reference to the immediately following Payment Date prior to (i) the redemption in full of the Rated Notes, and (ii) the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*):

(a) the Class D Notes are not the Most Senior Class of Notes; and

(b) the Cumulative Gross Default Ratio, as calculated on the immediately preceding Sub-Servicer's Report Date, exceeds 3.1 per cent..

Class D Noteholders means the holders of the Class D Notes.

Class D Notes means Euro 21,000,000 Class D Asset Backed Floating Rate Notes due December 2031.

Class D Notes Pro-Rata Ratio means, with reference to each Payment Date during the Pro-Rata Redemption Period and prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the ratio between (i) the Principal Amount Outstanding of the Class D Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments) and (ii) the Principal Amount Outstanding of the Rated Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class D Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to:

(a) during the Pro-Rata Redemption Period, the lower of:

(i) the Class D Notes Pro-Rata Ratio multiplied by the lower between (A) the Target Amortisation Amount on such Payment Date; and (B) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class D Notes in accordance with the Pre-Acceleration Priority of Payments; and

(ii) the Principal Amount Outstanding of the Class D Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments);

(b) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, the lower of:

(i) the Target Amortisation Amount on such Payment Date less the Class A Redemption Amount, the Class B Redemption Amount and the Class C Redemption Amount; and

(ii) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class D Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class D Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class J Noteholders means the holders of the Class J Notes.

Class J Notes means Euro 5,000,000 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2031.

Class J Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to the lower of:

(a) the Target Amortisation Amount on such Payment Date less the Class A Redemption Amount, the Class B Redemption Amount, the Class C Redemption Amount and the Class D Redemption Amount; and

(b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class J Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class J Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class J Variable Return means, on each Payment Date, the variable return payable on the Class J Notes, which will be equal to any Issuer Available Funds remaining after making payments under items (i) (*first*) to (xxvi) (*twenty-sixth*) (inclusive) of the Pre-Acceleration Priority of Payments or under items (i) (*first*) to (xviii) (*eighteenth*) (inclusive) of the Post-Acceleration Priority of Payments, as the case may be, and may be equal to 0 (zero).

Clean-up Call Event means the circumstance that, on any date, the aggregate Outstanding Principal of the Receivables comprised in the Portfolio is equal to or lower than 10 per cent. of the aggregate Outstanding Principal, as at the Valuation Date, of the Receivables comprised in the Portfolio.

Clearstream means Clearstream Banking, Luxembourg with offices at 42 avenue JF Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

Collateral Portfolio means, on any given date, the aggregate of all Receivables comprised in the Portfolio, other than any Defaulted Receivables.

Collateral Portfolio Outstanding Principal means, at any given date, the aggregate Outstanding Principal of the Receivables comprised in the Collateral Portfolio.

Collateral Security means, with reference to each Receivable, any security interest, guarantee or other arrangement securing the payment of the Receivables.

Collection Account means the Euro denominated account with IBAN IT53A0335101600001081369780, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Collection End Date means the last calendar day of each month in each year.

Collection Period means each period commencing on (but excluding) a Collection End Date and ending on (and including) the immediately following Collection End Date, provided that the first Collection Period will commence on (but exclude) the Valuation Date of the Portfolio and end on (and include) the Collection End Date falling in November 2021.

Collection Policies means the procedures for the management, collection and recovery of the Receivables attached as schedule 1 (*Collection Policies*) to the Sub-Servicing Agreement.

Collections means, collectively, any amount on account of principal, interest, prepayment fees and other amounts received or recovered by or on behalf of the Issuer in respect of the Receivables.

Commingling and Set-Off Guarantee means the Italian law guarantee issued on or about the Issue Date by the Commingling and Set-Off Guarantor in the interest of Fiditalia and in favour of the Issuer, as from time to time further modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Commingling and Set-Off Guarantee Deposit Account means the account named as such that may be opened in the name of the Issuer with an Eligible Institution pursuant to the terms of the Commingling and Set-Off Guarantee.

Commingling and Set-Off Guarantor means Société Générale or any other entity, being an Eligible Commingling and Set-Off Guarantor, acting as commingling and set-off guarantor from time to time under the Securitisation.

Conditions means these terms and conditions of the Notes, and **Condition** means a condition thereof.

Connected Third Party Creditors means any creditors of the Issuer (other than the Issuer Creditors) in relation to the Securitisation.

CONSOB means *Commissione Nazionale per le Società e la Borsa*.

CONSOB and Bank of Italy Joint Resolution means the resolution of 13 August 2018 jointly issued by CONSOB and Bank of Italy (named "*Disciplina dei servizi di gestione accentrata, di liquidazione, dei sistemi di garanzia e delle relative società di gestione*") containing rules on custody, clearing and settlement, as amended and/or supplemented from time to time.

Consolidated Banking Act means Italian Legislative Decree no. 385 of 1 September 1993, as amended and/or supplemented from time to time.

Consolidated Financial Act means Italian Legislative Decree no. 58 of 24 February 1998, as amended and/or supplemented from time to time.

COR means the long-term rating assigned by DBRS to address the risk of default of particular obligations and/or exposures of certain banks that have a higher probability of being excluded from bail-in and remaining in a continuing bank in the event of the resolution of a troubled bank than other senior unsecured obligations.

Corporate Servicer means Banca Finint or any other entity acting as corporate servicer from time to time under the Securitisation.

Corporate Services Agreement means the corporate services agreement entered into on or about the Issue Date between the Issuer and the Corporate Servicer, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Cumulative Gross Default Ratio means the ratio, calculated on each Sub-Servicer's Report Date with reference to the immediately preceding Collection End Date, between:

(a) the aggregate Outstanding Principal, as at the relevant Default Date, of all Receivables which were part of the Portfolio and have become Defaulted Receivables from (and excluding) the Valuation Date up to (and including) the Collection End Date immediately preceding such Sub-Servicer's Report Date; and

(b) the aggregate Outstanding Principal, as at the Valuation Date, of the Receivables comprised in the Portfolio.

Cumulative Net Default Ratio means the ratio, calculated on each Sub-Servicer's Report Date with reference to the immediately preceding Collection End Date, between:

(a) (i) the aggregate Outstanding Principal, as at the relevant Default Date, of all Receivables which were part of the Portfolio and have become Defaulted Receivables from (and excluding) the Valuation Date up to (and including) the Collection End Date immediately preceding such Sub-Servicer's Report Date; minus (ii) the aggregate of the Recoveries made in respect of such Defaulted Receivables from (and including) the relevant Default Date up to (and including) the Collection End Date immediately preceding such Sub-Servicer's Report Date; and

(b) the aggregate Outstanding Principal, as at the Valuation Date, of the Receivables comprised in the Portfolio.

Custodian means an Eligible Institution that may be appointed as such by the Issuer pursuant to the Agency and Accounts Agreement.

DBRS or **DBRS Morningstar** means (i) for the purpose of identifying the DBRS entity which has assigned the credit rating to the Rated Notes, DBRS Ratings GmbH and any successor thereto in this rating activity, and (ii) in any other case, any entity that is part of DBRS Morningstar, which is either registered or not under the EU CRA Regulation, as it appears from the last available list published by ESMA on its website, or any other applicable regulation.

DBRS Equivalent Rating means the DBRS rating equivalent of any of the below ratings by Fitch, Moody's or S&P:

DBRS	**Moody's**	**S&P**	**Fitch**
AAA	Aaa	AAA	AAA
AA(high)	Aa1	AA+	AA+
AA	Aa2	AA	AA

AA(low)	Aa3	AA-	AA-
A(high)	A1	A+	A+
A	A2	A	A
A(low)	A3	A-	A-
BBB(high)	Baa1	BBB+	BBB+
BBB	Baa2	BBB	BBB
BBB(low)	Baa3	BBB-	BBB-
BB(high)	Ba1	BB+	BB+
BB	Ba2	BB	BB
BB(low)	Ba3	BB-	BB-
B(high)	B1	B+	B+
B	B2	B	B
B(low)	B3	B-	B-
CCC(high)	Caa1	CCC+	CCC+
CCC	Caa2	CCC	CCC
CCC(low)	Caa3	CCC-	CCC-
CC	Ca	CC	CC
C	C	D	D

DBRS Minimum Rating means: (a) if a Fitch long term senior debt rating, a Moody's long term senior debt rating and an S&P long term senior debt rating (each, a **Long Term Senior Debt Rating**) are all available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of such Long Term Senior Debt Rating remaining after disregarding the highest and lowest of such Long Term Senior Debt Ratings from such rating agencies (provided that if such Long Term Senior Debt Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below) (for this purpose, if more than one Long Term Senior Debt Rating has the same highest DBRS Equivalent Rating or the same lowest DBRS Equivalent Rating, then in each case one of such Long Term Senior Debt Ratings shall be so disregarded); and (b) if the DBRS Minimum Rating cannot be determined under paragraph (a) above, but Long Term Senior Debt Ratings by any two of Fitch, Moody's and S&P are available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of the lower of such Long Term Senior Debt Ratings (provided that if such Long Term Senior Debt Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below); and (c) if the DBRS Minimum Rating cannot be determined under paragraphs (a) and (b) above, but a Long Term Senior Debt Rating by any one of Fitch, Moody's and S&P is available at such date, then the DBRS Minimum Rating will be the DBRS Equivalent Rating of such Long Term Senior Debt Rating (provided that if such Long Term Senior Debt

Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below). If at any time the DBRS Minimum Rating cannot be determined under paragraphs (a) to (c) (inclusive) above, then a DBRS Minimum Rating of "C" shall apply at such time.

Debtors means the Borrowers and any other persons who are liable for the payment of the Receivables (including any third-party guarantors).

Decree 239 means Italian Legislative Decree no. 239 of 1 April 1996, as amended and/or supplemented from time to time, and any related regulations.

Decree 239 Withholding means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree 239.

Deed of Charge means the English law deed of charge entered into on or prior to the Issue Date between the Issuer and the Representative of the Noteholders (acting for itself and as security trustee for the Noteholders and the Other Issuer Creditors), as from time to time modified in accordance with the provisions thereof and including any deed or other document expressed to be supplemental thereto.

Default Date means the date on which each relevant Receivable becomes a Defaulted Receivable.

Defaulted Receivables means the Receivables arising from Loans:

(a) in respect of which there are at least 8 (eight) Unpaid Instalments; or

(b) which have been declared immediately due and payable by the relevant Debtor (*decadenza dal beneficio del termine*); or

(c) which have been written-off by the Originator.

Delinquent Receivables means the Receivables (other than the Defaulted Receivables) arising from Loans in relation to which for more than 89 (eighty-nine) days both the following conditions are met: (i) an aggregate amount at least equal to Euro 100 is due but not paid by a Borrower in respect of the Receivables; and (ii) the ratio between the amounts due but not paid by a Borrower in respect of the Receivables and the total debt exposures of the same Borrower towards Fiditalia is equal to or higher than 1.00 per cent.

Deposit Account Bank means an Eligible Institution that may be appointed as such by the Issuer pursuant to the Agency and Accounts Agreement.

DZ BANK means DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, a stock corporation (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, having its registered office at Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) in Frankfurt am Main under registration number HRB 45651.

EBA means the European Banking Authority.

EBA Guidelines on STS Criteria means the guidelines on the criteria of simplicity, transparency and standardisation adopted by EBA on 12 December 2018 pursuant to the EU Securitisation Regulation and named "*Guidelines on the STS criteria for non-ABCP securitisation*", as amended and/or supplemented from time to time.

ECB means the European Central Bank.

Eligible Commingling and Set-Off Guarantor means an institution organised under the laws of any state which is a member of the European Union or the UK or of the United States of America whose unsecured and unsubordinated debt obligations have the following ratings:

(a) with respect to DBRS: (A) a long-term public or private rating at least equal to "BBB" in respect of long-term debt, or (B) in the absence of a public rating by DBRS, a DBRS Minimum Rating at least equal to "BBB" in respect of long-term debt, or such other rating as may from time to time comply with DBRS' criteria; and

(b) with respect to Moody's, a long-term public rating at least equal to "Baa2", or such other rating as may from time to time comply with Moody's criteria.

Eligible Institution means a depository institution organised under the laws of any state which is a member of the European Union or the UK or of the United States of America:

(a) whose unsecured and unsubordinated debt obligations have the following ratings:

(i) with respect to DBRS, a rating at least equal to "A" being:

(A) in case a public or private rating has been assigned by DBRS, the higher of (I) the rating one notch below the institution's COR (if assigned), and (II) the long-term senior unsecured debt rating or deposit rating; or

(B) in case a long-term COR has not been assigned by DBRS, the higher of the relevant institution's issue rating, long-term senior unsecured debt rating or deposit rating; or

(C) in case a public or private rating has not been assigned by DBRS, a DBRS Minimum Rating,

or such other rating as may from time to time comply with DBRS' criteria; and

(ii) with respect to Moody's, a public rating at least equal to "Baa2" in respect of long-term unsecured and unsubordinated debt obligations (or, if no such long-term rating is available, a public rating at least equal to "P-2" in respect of short-term unsecured and unsubordinated debt obligations), or such other rating as may from time to time comply with Moody's criteria; or

(b) whose obligations under the Transaction Documents to which it is a party are guaranteed by a depository institution organised under the laws of any state which is a member of the European Union or the UK or of the United States of America, whose unsecured and unsubordinated debt obligations are rated as set out in paragraph (a) above, provided that such guarantee has been notified in advance to the Rating Agencies and complies with the Rating Agencies' criteria.

Eligible Investments means any senior, unsubordinated debt securities, investment, commercial paper, deposit or other instrument which is denominated in Euro and is in the form of bonds, notes, commercial papers, deposits or other financial instruments having at least the following ratings:

(a) with respect to DBRS: (A) a short-term public or private rating at least equal to "R-1 (low)" in respect of short term debt or a long-term public or private rating at least equal to "A" in respect of long-term debt, or (B) in the absence of a public rating by DBRS, a DBRS Minimum Rating at least equal to "A" in respect of long-term debt, or such other rating as may from time to time comply with DBRS' criteria; and

(b) with respect to Moody's, a long-term public rating at least equal to "A3", or such other rating as may from time to time comply with Moody's criteria,

provided that: (i) each maturity date shall fall not later than the immediately following Eligible Investment Maturity Date; (ii) any investment shall guarantee a fixed amount on account of principal at maturity not lower than the initial invested amount; and (iii) in any event, any account, deposit, instrument or fund which consists, in whole or in part, actually or potentially, of credit-linked notes, synthetic securities or similar claims resulting from the transfer of credit risk by means of credit derivatives, swaps or tranches of other asset backed securities or any other instrument from time to time specified in the ECB monetary policy regulations applicable from time to time shall be excluded.

Eligible Investments Maturity Date means, with reference to each Eligible Investment, the date falling no later than 5 (five) Business Days prior to the Payment Date immediately following the Collection Period in respect of which the relevant Eligible Investment has been made.

ESMA means the European Securities and Markets Authority.

EU CRA Regulation means Regulation (EC) no. 1060/2009 on credit rating agencies, as amended and/or supplemented from time to time.

EU Insolvency Regulation means Regulation (EU) no. 848 of 20 May 2015, as amended and/or supplemented from time to time.

EURIBOR has the meaning ascribed to such term in Condition 5(c) (*Interest and Class J Variable Return - Rate of interest on the Notes*).

Euro, **EUR** or **€** means the single currency introduced in the Member States of the European Community which adopted the single currency in accordance with the Treaty of Rome of 25 March 1957, as amended by, *inter alia*, the Single European Act 1986, the Treaty of the European Union of 7 February 1992 establishing the European Union and the European Council of Madrid of 16 December 1995.

Euroclear means Euroclear Bank S.A./N.V., with offices at 1 boulevard du Roi Albert II, B-1210 Brussels.

Euro-Zone means the region comprised of Member States of the European Union that adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957) as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992).

EU Securitisation Regulation means Regulation (EU) no. 2402 of 12 December 2017, as amended and/or supplemented from time to time.

Excess Swap Collateral means an amount equal to the value of the Swap Collateral (or the applicable part thereof) which is in excess of the Swap Counterparty's liability (prior to any netting in respect of the Swap Collateral) under the Swap Agreement as at the date of termination of the Swap Agreement or which it is otherwise entitled to have returned to it under the terms of the Swap Agreement.

Expenses means any documented fees, costs, expenses and Taxes required to be paid to any Connected Third Party Creditor arising in connection with the Securitisation and any other documented costs, expenses and taxes required to be paid in order to preserve the existence of the Issuer, maintain it in good standing and comply with applicable laws and regulations or, after the last Payment Date, to liquidate it.

Expenses Account means the Euro denominated account with IBAN IT83J0335101600001412259780, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Extraordinary Resolution has meaning ascribed to such term in the Rules of the Organisation of the Noteholders.

FATCA means Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986.

FATCA Withholding means any withholding applicable under FATCA or an IGA (or any law implementing an IGA).

Fiditalia means Fiditalia S.p.A., a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Via G. Silva, 34, 20149 Milan, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi no. 08437820155, enrolled in the register of financial intermediaries ("*Albo Unico*") held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act under no. 37.

Final Determined Amount means, in relation to any Delinquent Receivable and Defaulted Receivable, an amount calculated by the Originator taking into account its evaluation of the fair value of such receivables.

Final Maturity Date means the Payment Date falling in December 2031.

Final Repurchase Price or **Final Sale Price** means:

(a) the aggregate Outstanding Principal, as at the immediately preceding Collection End Date, of the Receivables (other than the Delinquent Receivables and the Defaulted Receivables) comprised in the Portfolio; plus

(b) the aggregate Final Determined Amount, as at the immediately preceding Collection End Date, of the Delinquent Receivables and the Defaulted Receivables comprised in the Portfolio.

Fitch means any relevant entity that is part of the Fitch Ratings' group.

Further Securitisation has the meaning ascribed to it in Condition 4(p) (*Further securitisations and corporate existence*).

Guaranteed Obligation means the Commingling Guaranteed Obligation or the Set-Off Guaranteed Obligation, as the case may be.

Hot Back-up Sub-Servicing Plan means the back-up sub-servicing plan attached as schedule 1, part 2 (*Hot Back-up Sub-Servicing Plan*), to the Back-up Sub-Servicing Agreement.

IDD means Directive (EU) 2016/97.

IGA means each intergovernmental agreement entered into between the United States and other relevant jurisdictions to facilitate the implementation of FATCA.

Individual Purchase Price means, in respect of each Receivable, all Principal Components of the relevant Loan falling due after the Valuation Date, plus the relevant Interest Accrual.

Individual Receivables Repurchase Option means the option, pursuant to article 1331 of the Italian civil code, granted by the Issuer to the Originator to repurchase individual Receivables pursuant to the terms and subject to the conditions set out in the Transfer Agreement.

Individual Receivables Repurchase Option Exercise Notice means any notice delivered by the Originator pursuant to the Transfer Agreement, whereby the Individual Receivables Repurchase Option is exercised.

Initial Sequential Redemption Period means the period starting from (and including) the Issue Date and ending on (and excluding) the Payment Date on which the Class A Notes Support Ratio is at least equal to 12 per cent..

Inside Information and Significant Event Report means the report containing the information set out in points (f) and (g) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation (including, *inter alia*, the occurrence of a Sequential Redemption Event and the occurrence of any Trigger Event), to be prepared and delivered by the Calculation Agent in accordance with the Agency and Accounts Agreement.

Insolvency Event means, in respect of the Master Servicer, the Sub-Servicer or the Back-up Sub-Servicer, as the case may be, any of the following events:

(a) an application is made for the commencement of an extraordinary administration (*amministrazione straordinaria*), administrative compulsory liquidation (*liquidazione coatta amministrativa*) or any other applicable Insolvency Proceedings against it in any jurisdiction and such application has not been rejected by the relevant court nor has it been withdrawn by the relevant applicant; or

(b) it becomes subject to any extraordinary administration (*amministrazione straordinaria*), administrative compulsory liquidation (*liquidazione coatta amministrativa*) or any other applicable Insolvency Proceedings in any jurisdiction or the whole or any substantial part of its assets are subject to an attachment (*pignoramento*) or similar procedure having a similar effect; or

(c) it takes any action for a restructuring or deferment of fulfilment of any of its obligations relating to financial indebtedness or makes any out of court settlements with its creditors for the extension of fulfilment of its obligations relating to financial indebtedness or the enforcement of any guarantee given to guarantee such fulfilment; or

(d) an order is made or a resolution is passed for its winding up, liquidation or dissolution in any form.

Instalment means each instalment due under a Loan Agreement pursuant to the relevant Amortisation Plan, including a Principal Component and an Interest Component.

Insurance Companies means the insurance companies which have issued the Insurance Policies.

Insurance Policies means any insurance policy entered into by the Originator with reference to each Loan Agreement and subscribed by the relevant Borrower together with the Loan Agreement.

Intercreditor Agreement means the intercreditor agreement entered into on or about the Issue Date between the Issuer, the Quotaholder, the Representative of the Noteholders (acting for itself and on behalf of the Noteholders), the Other Issuer Creditors and the Reporting Entity, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Interest Accrual means, in respect of the Receivables comprised in the Portfolio, the amount of interest accrued but not yet due up to (and including) the Valuation Date.

Interest Amount has the meaning ascribed to such term in Condition 5(f) (*Interest and Class J Variable Return - Calculation of Interest Amount, Aggregate Interest Amount and Class J Variable Return*).

Interest Component means, in relation to each Receivable, the interest component of each Instalment due pursuant to the relevant Loan Agreement.

Interest Determination Date means the 2nd (second) Business Day immediately preceding the beginning of the relevant Interest Period.

Interest Period means each period from (and including) a Payment Date to (but excluding) the immediately following Payment Date, provided that the first Interest Period will commence on (and include) the Issue Date and end on (but exclude) the Payment Date falling in December 2021.

Issue Date means the date falling on 5 November 2021, on which the Notes will be issued.

Issuer means Red & Black Auto Italy S.r.l., a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated under the laws of the Republic of Italy, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 05254340267, quota capital of Euro 10,000 fully paid-up, enrolled with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 7 June 2017 under no. 35838.2, having as its sole corporate object the realisation of securitisation transactions pursuant to the Securitisation Law.

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

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

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

(c) all amounts payable to the Issuer under or in relation to the Swap Agreement in respect of such Payment Date (other than any early termination amount or Replacement Swap Premium and any Swap Collateral, Swap Tax Credits, Excess Swap Collateral, or any other amount standing to the credit of the Swap Cash Collateral Account);

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

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

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

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

(h) any amount credited to the Collection Account pursuant to item (xxii) (*twenty-second*) of the Pre-Acceleration Priority of Payments on any preceding Payment Date;

(i) any amount credited to the Collection Account pursuant to item (xxvi) (*twenty-sixth*) of the Pre-Acceleration Priority of Payments or (xviii) (*eighteenth*) of the Post-Acceleration Priority of Payments (as the case may be) on any preceding Payment Date;

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

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

(l) on the Regulatory Call Early Redemption Date, the Regulatory Mezzanine Loan Disbursement Amount (provided that such amount shall be used solely to make payments under item (xviii) (*eighteenth*) of the Pre-Acceleration Priority of Payments on such Regulatory Call Early Redemption Date);

(m) any amount paid by the Commingling and Set-Off Guarantor or drawn from the Commingling and Set-Off Guarantee Deposit Account under the Commingling and Set-Off Guarantee in respect of such Payment Date;

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

provided that, prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Sub-Servicer fails to deliver the Sub-Servicer's Report to the Calculation Agent by the relevant Sub-Servicer's Report Date (or such later date as may be agreed between the Sub-Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), the Issuer Available Funds in respect of the relevant Payment Date shall be limited to the amounts necessary to pay interest on the Senior Notes (and, as long as no relevant Mezzanine Interest Subordination Event has occurred in relation to a Class of Mezzanine Notes in respect of such Payment Date, interest on such Class of Mezzanine Notes) and any amounts ranking in priority thereto under the Pre-Acceleration Priority of Payments.

Issuer Creditors means, collectively, the Noteholders and the Other Issuer Creditors.

Issuer Insolvency Event means, in respect of the Issuer, any of the following events:

(a) an order is made or an effective resolution is passed for the winding up of the Issuer or any of the events under article 2484 of the Italian civil code occurs; or

(b) an Insolvency Proceeding has been instituted against the Issuer under applicable laws and such proceeding is not, in the opinion of the Representative of the Noteholders, being disputed in good faith with a reasonable prospect of success; or

(c) the Issuer takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with, or for the benefit of, its creditors (other than the Issuer Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it, or it applies for or consents to the suspension of payments or an administrator, administrative receiver or liquidator or other similar official of the Issuer being appointed over or in respect of the whole or any part of the undertaking, assets and/or revenues of the Issuer or an encumbrancer taking possession of the whole or any substantial part of the undertaking or assets of the Issuer.

Issuer Transaction Security means the security created or purported to be created pursuant to the Deed of Charge and any other security which may be created or purported to be created pursuant to the Intercreditor Agreement.

Junior Noteholders means the Class J Noteholders.

Junior Notes means the Class J Notes.

Junior Notes Subscriber means Fiditalia.

Junior Notes Subscription Agreement means the subscription agreement relating to the Junior Notes entered into on or about the Issue Date between the Issuer, the Representative of the Noteholders and the Junior Notes Subscriber, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto

Law 52 means Italian Law no. 52 of 21 February 1991, as amended and/or supplemented from time to time.

Lead Manager means Société Générale.

Loan Agreements means the consumer loan agreements and personal credit facility agreements entered into between the Originator and the Borrowers, under which the Originator has granted the Loans to the relevant Borrowers.

Loans means, collectively, the New Car Loans and the Used Car Loans.

Luxembourg Stock Exchange means the Luxembourg stock exchange.

Master Servicer means Banca Finint or any other entity acting as master servicer from time to time under the Securitisation.

Meeting means a meeting of Noteholders duly convened (whether originally convened or resumed following an adjournment) and held in accordance with the provisions contained in the Rules of the Organisation of the Noteholders.

Mezzanine Interest Subordination Events means the Class B Interest Subordination Event, the Class C Interest Subordination Event and/or the Class D Interest Subordination Event, as the context may require.

Mezzanine Noteholders means, collectively, the Class B Noteholders, the Class C Noteholders and the Class D Noteholders.

Mezzanine Notes means, collectively, the Class B Notes, the Class C Notes and the Class D Notes.

Moody's means (i) for the purpose of identifying the Moody's entity which has assigned the credit rating to the Rated Notes, Moody's Italia S.r.l., and in each case, any successor to this rating activity, and (ii) in any other case, any entity that is part of the Moody's group, which is either registered or not under the EU CRA Regulation, as it appears from the last available list published by ESMA on its website, or any other applicable regulation.

Monte Titoli means Monte Titoli S.p.A., a joint stock company under the laws of the Republic of Italy, having its registered office at Piazza degli Affari 6, 20123 Milan, Italy, VAT code and enrolment with the companies' register of Milano - Monza Brianza - Lodi no. 03638780159.

Monte Titoli Account Holders means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli including any depository banks appointed by Euroclear and Clearstream.

Most Senior Class of Notes means (i) until redemption in full of the Class A Notes, the Class A Notes; or (ii) following redemption in full of the Class A Notes, the Class B Notes; or (iii) following redemption in full of the Class B Notes, the Class C Notes; or (iv) following redemption in full of the Class C Notes, the Class D Notes.

New Car means a new car sold by a Car Seller and purchased by a Borrower which is financed under the relevant Loan Agreement.

New Car Loans means the loans granted by the Originator to the relevant Borrowers for the purpose of purchasing New Cars.

Noteholders means, collectively, the Rated Noteholders and the Junior Noteholders.

Notes means, collectively, the Rated Notes and the Junior Notes.

Organisation of the Noteholders means the association of the Noteholders, organised pursuant to the Rules of the Organisation of the Noteholders.

Originator means Fiditalia.

Other Issuer Creditors means the Originator, the Master Servicer, the Sub-Servicer, the Back-up Sub-Servicer, the Representative of the Noteholders, the Calculation Agent, the Corporate Servicer, the Stichting Corporate Services Provider, the Account Bank, the Custodian (if any), the Deposit Account Bank (if any), the Paying Agent, the Commingling and Set-Off Guarantor, the Arranger, the Lead Manager, the Junior Notes Subscriber and any other entity which may accede to the Intercreditor Agreement from time to time.

Other Rights means any other right, claim and action (including any legal proceeding for the recovery of suffered damages), substantial and procedural action and defence inherent or otherwise ancillary to the aforesaid rights and claims and their exercise in accordance with the Loan Agreements and/or pursuant to the applicable laws and regulations, including, without limitation, the right to terminate the relevant Loan Agreement due to a default (*risoluzione per inadempimento*) and the right to declare any amount under the relevant Loan Agreement immediately due and payable (*decadenza dal beneficio del termine*).

Outstanding Principal means, with reference to any given date and in relation to any Receivable, the aggregate of (i) all Principal Components falling due after that date pursuant to the relevant Loan Agreement, and (ii) all Principal Components due but unpaid as at that date.

Paying Agent means BNYM, Milan branch or any other entity, being an Eligible Institution, acting as paying agent from time to time under the Securitisation.

Payment Date means (i) prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the 28 (twenty-eighth) calendar day of each month in each year (or, if such day is not a Business Day, the immediately following Business Day), provided that the first Payment Date will fall on 28 December 2021; or (ii) following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, any such Business Day as determined by the Representative of the Noteholders on which payments are to be made under the Securitisation.

Payments Account means the Euro denominated account with IBAN IT56E0335101600001081629780, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Payments Report means the report named as such to be prepared and delivered by the Calculation Agent pursuant to the Agency and Accounts Agreement.

Person means any individual, partnership with legal capacity, company, body corporate, corporation, trust (only insofar as such trust has legal capacity), joint venture (insofar as it has legal capacity), governmental or government body or agent or public body.

Portfolio means the portfolio of Receivables transferred by the Originator to the Issuer pursuant to the Transfer Agreement.

Portfolio Repurchase Option means the option, pursuant to article 1331 of the Italian civil code, granted by the Issuer to the Originator to repurchase the Portfolio following the occurrence of a Clean-up Call Event, a Tax or Illegality Event, a Regulatory Call Event pursuant to the terms and subject to the conditions set out in the Transfer Agreement.

Post-Acceleration Priority of Payments means the order of priority pursuant to which the Issuer Available Funds shall be applied, in accordance with Condition 3(b) (*Post-Acceleration Priority of Payments*), following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*).

PRA means the Prudential Regulation Authority.

Pre-Acceleration Priority of Payments means the order of priority pursuant to which the Issuer Available Funds shall be applied, in accordance with Condition 3(a) (*Pre-Acceleration Priority of Payments*), prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption Clean-up Call Event*).

Principal Amount Outstanding means, with reference to any given date and in relation to any Note, the principal amount thereof upon issue, less the aggregate amount of all repayments of principal that have been made in respect of that Note prior to such date.

Principal Component means, in relation to each Receivable, the principal component of each Instalment due pursuant to the relevant Loan Agreement (including fees, costs, expenses and insurance premia).

Priority of Payments means, as the case may be, the Pre-Acceleration Priority of Payments or the Post-Acceleration Priority of Payments.

Pro-Rata Redemption Period means the period starting from (and including) the Payment Date on which the Class A Notes Support Ratio is at least equal to 12 per cent. and ending on the earlier of (i) the Payment Date (included) on which the Rated Notes will be redeemed in full and/or cancelled, and (ii) the date (excluded) on which a Sequential Redemption Event occurs, *provided that*, for the avoidance of doubt, no start of the Pro-Rata Redemption Period shall occur if a Sequential Redemption Event has already occurred.

Prospectus means the prospectus relating to the issuance of the Notes.

Purchase Price means the purchase price for the Portfolio, being equal to the aggregate of (i) all the Individual Purchase Prices of the Receivables comprised in the Portfolio, and (ii) the Additional Purchase Price Component.

Quinservizi means Quinservizi S.p.A., a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Via Felice Casati, 1/A, 20124 Milan, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi no. 00929350395, subject to the direction and coordination (*soggetta all'attività di direzione e coordinamento*) of Gruppo MutuiOnline S.p.A..

Quota Capital Account means the Euro denominated account with IBAN IT83A0326661620000014104251, opened in the name of the Issuer with Banca Finint.

Quotaholder means Stichting Egeo, a Dutch law foundation (*stichting*) incorporated under the laws of The Netherlands, having its registered office at Locatellikade 1, 1076AZ Amsterdam, The Netherlands, with Italian fiscal code no. 91049040263 and enrolled with the Chamber of Commerce in Amsterdam under no. 81925743.

Quotaholder's Agreement means the quotaholder's agreement entered into on or about the Issue Date between the Quotaholder, the Issuer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions thereof contained and including any agreement or other document expressed to be supplemental thereto.

Rate Determination Agent has the meaning ascribed to such term in Condition 5(d)(ii) (*Interest and Class J Variable Return - Fallback provisions*).

Rated Noteholders means, collectively, the Senior Noteholders and the Mezzanine Noteholders.

Rated Notes means, collectively, the Senior Notes and the Mezzanine Notes.

Rated Notes Subscription Agreement means the subscription agreement relating to the Rated Notes entered into on or about the Issue Date between the Issuer, the Representative of the Noteholders, the Arranger, the Lead Manager and the Originator, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Rating Agencies means, collectively, DBRS and Moody's.

Receivables means all rights and claims of the Issuer arising out of or in connection with the Loan Agreements, including without limitation:

(a) all rights and claims in respect of the repayment of the Outstanding Principal;

(b) all rights and claims in respect of the payment of the Interest Accrual;

(c) all rights and claims in respect of the payment of interest (including default interest) accruing on the Loans from the Valuation Date (excluded);

(d) all rights and claims in respect of payments of any amount deriving from damages suffered, costs, expenses (including collection costs and expenses), Taxes and ancillary amounts due pursuant to the Loan Agreements;

(e) all rights and claims in respect of any Collateral Security relating to the relevant Loan Agreement; and

(f) all rights and claims in respect of the Insurance Policies (including the right to receive the reimbursement of the insurance premia in case of early repayment of the relevant Loan),

together with all privileges and priority rights (*diritti di prelazione*) provided for by law relating to Receivables, as well as, to the maximum extent and within the limits permitted by law, the Other Rights.

Recoveries means all amounts received or recovered by the Issuer in respect of the Defaulted Receivables.

Reference Rate has the meaning ascribed to such term in Condition 5(c) (*Interest and Class J Variable Return - Rate of interest on the Notes*).

Regulatory Call Allocated Principal Amount means, with respect to any Regulatory Call Early Redemption Date:

(a) the Issuer Available Funds (including, for the avoidance of doubt, the amounts set out in item (l) of such definition) available to be applied in accordance with the Pre-Acceleration Priority of Payments on such date; minus

(b) all amounts of Issuer Available Funds to be applied pursuant to items (i) (*first*) to (xvii) (*seventeenth*) (inclusive) of the Pre-Acceleration Priority of Payments on such Regulatory Call Early Redemption Date.

Regulatory Call Early Redemption Date has the meaning given to such term in Condition 6(f) (*Early redemption for Regulatory Call Event*).

Regulatory Call Priority of Payments means the order of priority pursuant to which the Regulatory Call Allocated Principal Amount shall be applied, in accordance with Condition 6(f) (*Regulatory Call Priority of Payments*) on the Regulatory Call Early Redemption Date.

Regulatory Call Event means, in the determination of the Originator, the circumstance that there is:

(a) an enactment or implementation of, or supplement or amendment to, or change in, any applicable law, policy, rule, guideline or regulation of any relevant competent international, European or national body (including the ECB, the PRA or any other relevant competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline; or

(b) a notification by or other communication from an applicable regulatory or supervisory authority is received by the Originator with respect to the Securitisation,

which, in either case, occurs on or after the Issue Date and results in, or would in the reasonable opinion of the Originator result in, a material adverse change in the capital treatment of the Notes or the capital relief

afforded by the Notes or materially increasing the cost or materially reducing the benefit of the Securitisation, in either case, for the Originator or its Affiliates, pursuant to applicable capital adequacy requirements or regulations (as compared with the capital treatment or relief reasonably anticipated by the Originator or its Affiliates on the Issue Date).

Regulatory Mezzanine Loan means a loan that, following the occurrence of a Regulatory Call Event, the Originator may elect in its absolute discretion to advance to the Issuer in accordance with the Intercreditor Agreement, for an amount equal to the Regulatory Mezzanine Loan Disbursement Amount, to be applied by the Issuer in order to redeem the Mezzanine Notes (in whole but not in part) in accordance with Condition 6(f) (*Early redemption for Regulatory Call Event*), which satisfies the Regulatory Mezzanine Loan Conditions.

Regulatory Mezzanine Loan Disbursement Amount means the amount calculated on the Calculation Date immediately preceding the Regulatory Call Early Redemption Date that is equal to:

(a) the aggregate of (A) the Outstanding Principal, as at the end of the immediately preceding Collection Period, of the Receivables comprised in the Portfolio other than the Defaulted Receivables and the Delinquent Receivables; and (B) Final Determined Amount, as at the end of the immediately preceding Collection Period, of the Defaulted Receivables and the Delinquent Receivables comprised in the Portfolio; minus

(b) the Principal Amount Outstanding of the Class A Notes (after making payments due under the Pre-Acceleration Priority of Payments on the Regulatory Call Early Redemption Date).

Regulatory Mezzanine Loan Conditions means the following conditions which shall apply to a Regulatory Mezzanine Loan:

(a) the Regulatory Mezzanine Loan shall be advanced on equivalent economic terms, and to achieve the same economic effect, as the Transaction Documents;

(b) the Regulatory Mezzanine Loan shall not have a material adverse effect on the Senior Notes; and

(c) the Regulatory Mezzanine Loan shall comply in all respects with the applicable requirements under the EU Securitisation Regulation and the CRR.

Reporting Entity means Fiditalia or any other eligible person acting as reporting entity pursuant to article 7(2) of the EU Securitisation Regulation from time to time under the Securitisation as notified by the Issuer to the investors in the Notes.

Replacement Swap Premium means an amount received by the Issuer from a replacement Swap Counterparty upon entry by the Issuer into an agreement with such replacement Swap Counterparty to replace the outgoing Swap Counterparty, which shall be applied by the Issuer in accordance with the Agency and Accounts Agreement.

Representative of the Noteholders means Banca Finint or any other person acting as representative of the Noteholders from time to time under the Securitisation.

Retention Amount means (i) in respect of the Issue Date and each Payment Date (other than the last Payment Date), an amount equal to Euro 20,000; or (ii) on the last Payment Date, the amount to be determined by the Corporate Servicer as necessary to pay any known Expenses not yet paid and any Expenses falling due after such Payment Date.

Rules of the Organisation of the Noteholders or **Rules** means the rules of the Organisation of Noteholders attached as schedule 1 to these Conditions.

Securities Account means the account named as such that may be opened in the name of the Issuer with the Custodian, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Securitisation means the securitisation of the Receivables made by the Issuer pursuant to the Securitisation Law through the issuance of the Notes.

Securitisation Assets means the Portfolio, the Collections, the Eligible Investments and any other rights arising in favour of the Issuer under the Transaction Documents and, more generally, in respect of the Securitisation.

Securitisation Law means Italian Law no. 130 of 30 April 1999, as amended and/or supplemented from time to time.

Securitisation Repository means the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu) or any other securitisation repository registered pursuant to article 10 of the EU Securitisation Regulation as notified by the Issuer to the investors in the Notes.

Senior Noteholders means Class A Noteholders.

Senior Notes means the Class A Notes.

Sequential Redemption Event has the meaning ascribed to such term in Condition 6(c) (*Mandatory redemption*).

Sequential Redemption Period means the period starting from (and including) the date on which a Sequential Redemption Event occurs and ending on (and including) the Payment Date on which the Notes will be redeemed in full and/or cancelled.

Servicing Agreement means the servicing agreement entered into on 26 October 2021 between the Issuer and the Master Servicer, as from time to time further modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

S&P means any relevant entity of S&P Global Ratings' group.

Société Générale means Société Générale, a bank incorporated under the laws of the Republic of France as a public limited company (*société anonyme*), having its registered office at 29, Boulevard Haussmann, 75009 Paris, France, enrolment with the companies' register of Paris under no. 552120222.

Specified Event means, with respect to the rights of the Issuer under a Transaction Document, the combination of:

(a) the Issuer's failure to exercise or enforce any of the rights, entitlements or remedies, to exercise any authorities or powers, to give any direction or make any determination which may be available to the Issuer under such Transaction Document; and

(b) the expiry of 15 (fifteen) Business Days after the date on which the Representative of the Noteholders shall have given notice to the Issuer requiring the Issuer to exercise or enforce any such rights, entitlements or remedies, to exercise any such authorities or powers, to give any such direction or to make any such determination.

Stichting Corporate Services Agreement means the stichting corporate services agreement entered into on or about the Issue Date between the Issuer, the Quotaholder and the Stichting Corporate Services Provider, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Stichting Corporate Services Provider means Wilmington Trust or any other entity acting as stichting corporate services provider from time to time under the Securitisation.

STS means simple, transparent and standardised within the meaning of article 18 of the EU Securitisation Regulation.

Subordinated Swap Amounts means any termination amount payable by the Issuer to the Swap Counterparty under the Swap Agreement as a result of either (i) an Event of Default (as defined in the Swap Agreement) where the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement); or (ii) an Additional Termination Event (as defined in the Swap Agreement) which occurs as a result of the failure of the Swap Counterparty to comply with the requirements of a rating downgrade provision set out under the Swap Agreement.

Subscription Agreements means, collectively, the Rated Notes Subscription Agreement and the Junior Notes Subscription Agreement.

Sub-Servicer means Fiditalia or any other entity acting as sub-servicer from time to time under the Securitisation.

Sub-Servicer's Report means the report named as such to be prepared and delivered by the Sub-Servicer pursuant to the Sub-Servicing Agreement.

Sub-Servicer's Report Date means the 18 (eighteenth) calendar day following each Collection End Date (or, if such day is not a Business Day, the immediately following Business Day), provided that the first Sub-Servicer's Report Date will fall on 20 December 2021.

Sub-Servicing Agreement means the sub-servicing agreement entered into on 26 October 2021 between the Issuer, the Master Servicer and the Sub-Servicer, as from time to time further modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Swap Agreement means the swap agreement entered into on or about the Issue Date between the Issuer and the Swap Counterparty in the form of an International Swaps and Derivatives Association 1992 Master Agreement (Multicurrency - Cross Border), together with the relevant Schedule, Credit Support Annex and confirmations thereunder, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Swap Cash Collateral Account means the Euro denominated account with IBAN IT11F0335101600001081639780, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Swap Collateral means an amount equal to the value of the collateral (or the applicable part of any collateral) provided by the Swap Counterparty to the Issuer in respect of the Swap Counterparty's obligations to transfer collateral to the Issuer under the Swap Agreement, which, for the avoidance of doubt, shall include any amount of interest credited to the Swap Cash Collateral Account.

Swap Collateral Accounts means the Swap Cash Collateral Account and the Swap Securities Collateral Account (if any).

Swap Counterparty means DZ BANK or any other eligible entity acting as swap counterparty from time to time under the Securitisation.

Swap Counterparty Entrenched Rights means any of the following matters:

(a) any amendment to any Priority of Payments;

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

(c) any amendment to any Transaction Document if such amendment(s) would have the effect that the Swap Counterparty would be reasonably required to pay more or receive less than would otherwise have been the case immediately prior to such amendment or otherwise negatively impact the position of the Swap Counterparty; or

(d) any amendment to this definition.

Swap Securities Collateral Account means the account named as such that may be opened in the name of the Issuer with the Custodian, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Swap Tax Credit means any credit, allowance, set-off or repayment received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Swap Counterparty to the Issuer, the amounts of which shall be applied by the Issuer in accordance with the Agency and Accounts Agreement.

Target Amortisation Amount means, in respect of any Payment Date, an amount calculated in accordance with the following formula:

A + B + C + D + J – CP – R

Where:

A = the Principal Amount Outstanding of the Class A Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class A Notes upon issue);

B = the Principal Amount Outstanding of the Class B Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class B Notes upon issue);

C = the Principal Amount Outstanding of the Class C Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class C Notes upon issue);

D = the Principal Amount Outstanding of the Class D Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class D Notes upon issue);

J = the Principal Amount Outstanding of the Class J Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class J Notes upon issue);

CP = the Collateral Portfolio Outstanding Principal on the last day of the immediately preceding Collection Period; and

R = the Cash Reserve Required Amount in respect of such Payment Date.

Tax means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or any political sub-division thereof or any authority thereof or therein.

Tax or Illegality Event has the meaning ascribed to such term in Condition 6(d) (*Early redemption for Tax or Illegality Event*).

Transaction Documents means the Transfer Agreement, the Servicing Agreement, the Sub-Servicing Agreement, the Back-up Sub-Servicing Agreement, the Warranty and Indemnity Agreement, the Corporate Services Agreement, the Intercreditor Agreement, the Agency and Accounts Agreement, the Quotaholder's Agreement, the Stichting Corporate Services Agreement, the Subscription Agreements, the Swap Agreement, the Deed of Charge, the Commingling and Set-Off Guarantee and any other agreement, deed or documents which may be entered into by the Issuer under the Securitisation from time to time.

Transaction Party means any party to the Transaction Documents (other than the Issuer).

Transfer Agreement means the transfer agreement entered into on 26 October 2021 between the Originator and the Issuer, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Transfer Date means, in relation to the Portfolio, the date from which the transfer thereof has legal effects, being 26 October 2021.

Trigger Event has the meaning ascribed to such term in Condition 9(a) (*Trigger Events*).

Trigger Notice means the notice described in Condition 9(b) (*Delivery of a Trigger Notice*).

Uncured PDL Ratio means, in relation to any Payment Date, the ratio between:

(a) the positive difference, if any, between (a) the Target Amortisation Amount, or, if lower, the aggregate Principal Amount Outstanding of the Notes (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments); and (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class A Notes in accordance with the Pre-Acceleration Priority of Payments; and

(b) the aggregate Outstanding Principal, as at the Valuation Date, of the Receivables comprised in the Portfolio.

Unpaid Instalment means, with reference to each Loan, an Instalment which is due and unpaid.

Used Car means a car of which the relevant Borrower is not the first purchaser.

Used Cars Loans means the loans granted by the Originator to the relevant Borrowers for the purpose of purchasing Used Cars.

Valuation Date means, in relation to the Portfolio, the date from which the transfer thereof has economic effects, being 30 September 2021 (excluded).

VAT means the Italian value added tax (*IVA*) provided for in Italian Presidential Decree no. 633 of 26 October 1972, as amended, supplemented and/or replaced from time to time, and any law or regulation supplemental thereto.

Vehicle means a New Vehicle or a Used Vehicle, as the case may be.

Warranty and Indemnity Agreement means the warranty and indemnity agreement entered into on 26 October 2021 between the Originator and the Issuer and including any agreement or other document expressed to be supplemental thereto.

Wilmington Trust means Wilmington Trust SP Services (London) Limited, a private limited liability company incorporated under the laws of England and Wales, having its registered office at Third Floor, 1 King's Arms Yard, London EC2R 7AF, United Kingdom, enrolment with the Trade Register of the Chamber of Commerce of England and Wales under no. 02548079.

1. Form, denomination and title

(a) *Form*

The Notes will be issued in dematerialised form (*in forma dematerializzata*) on behalf of the ultimate owners, until redemption and/or cancellation thereof, through Monte Titoli for the account of the relevant Monte Titoli Account Holders. Monte Titoli will act as depository for Clearstream and Euroclear in accordance with article 83-*bis* of the Consolidated Financial Act, through the authorised institutions listed in article 83-*quarter* of the Consolidated Financial Act.

(b) *Denomination*

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

(c) *Title*

Title to the Notes will at all times be evidenced by book-entries in accordance with the provisions of (i) article 83-*bis* of the Consolidated Financial Act, and (ii) the CONSOB and Bank of Italy Joint Resolution. No physical document of title will be issued in respect of the Notes.

(d) *Holder Absolute Owner*

Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Representative of the Noteholders and the Paying Agent may (to the fullest extent permitted by applicable laws) deem and treat the Monte Titoli Account Holder, whose account is at the relevant time credited with a Note, as the absolute owner of such Note for all purposes (whether or not the Note shall be overdue and notwithstanding any notice to the contrary, any notice of ownership or writing on the Note or any notice of any previous loss or theft of the Note) and shall not be liable for doing so.

2. Status, segregation and ranking

(a) *Status*

The Notes will constitute direct and limited recourse obligations solely of the Issuer backed by the Portfolio and the other Securitisation Assets. In particular, the Notes will not be obligations or responsibilities of, or guaranteed by, any person except the Issuer and no person other than the Issuer

will be liable in respect of any failure by the Issuer to make payment of any amount due on the Notes. The Noteholders acknowledge that the limited recourse nature of the Notes produces the effects of a *contratto aleatorio* under Italian law and they accept the consequences thereof, including but not limited to, the provisions of article 1469 of the Italian civil code.

(b) *Segregation*

The Notes will benefit of the provisions of the Securitisation Law pursuant to which the Portfolio and the other Securitisation Assets will be segregated (*costituiscono patrimonio separato*) under Italian law from all other assets of the Issuer and from the assets relating to any Further Securitisation and will only be available, both before and after a winding-up of the Issuer, to satisfy the obligations of the Issuer to the Noteholders, the Other Issuer Creditors and any Connected Third Party Creditor. The Notes will have also the benefit of the Issuer Transaction Security.

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

(c) *Ranking and subordination*

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

(i) the Notes of the same Class will rank *pari passu* and *pro rata* without preference or priority amongst themselves as to payment of interest and repayment of principal;

(ii) the Notes of different Classes will rank as follows as to payment of interest and repayment of principal:

(A) payment of interest on the Class A Notes will rank in priority to payment of interest on the Class B Notes, payment of interest on the Class C Notes, payment of interest on the Class D Notes, repayment of principal on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes on a *pro-rata* basis, payment of interest on the Class J Notes, repayment of principal on the Class J Notes and payment of the Class J Variable Return (if any) on the Class J Notes;

(B) payment of interest on the Class B Notes will rank in priority to payment of interest on the Class C Notes, payment of interest on the Class D Notes, repayment of principal on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes on a *pro-rata* basis, payment of interest on the Class J Notes, repayment of principal on the Class J Notes and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes;

(C) payment of interest on the Class C Notes will rank in priority to payment of interest on the Class D Notes, repayment of principal on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes on a *pro-rata* basis, payment of interest on the Class J Notes, repayment of principal on the Class J Notes and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes and payment of interest on the Class B Notes;

(D) payment of interest on the Class D Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to repayment of principal on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes on a *pro-rata* basis, payment of interest on the Class J Notes, repayment of principal on the Class J Notes and payment of the Class J Variable Return (if any) on the Class J Notes, but subordinated to payment of interest on the Class A Notes, payment of interest on the Class B Notes and payment of interest on the Class C Notes,

provided however that:

I. if, in relation to any Class of Mezzanine Notes, a Mezzanine Interest Subordination Event has occurred in respect of any Payment Date, interest on that Class of Mezzanine Notes will not then rank in priority to repayment of principal on the Rated Notes, but will instead be subordinated to: (i) in relation to Class B Notes, repayment of principal on the Class A Notes; (ii) in relation to Class C Notes, repayment of principal on the Class A Notes and the Class B Notes; (iii) in relation to Class D Notes, repayment of principal on the Class A Notes, the Class B Notes and the Class C Notes, and will be payable in accordance with the relevant item of the Pre-Acceleration Priority of Payments;

II. during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, the Sequential Redemption Period, repayments of principal on the Rated Notes will be made in a sequential order in accordance with the Pre-Acceleration Priority of Payments; and

III. on the Regulatory Call Early Redemption Date, the Regulatory Call Allocated Principal Amount shall be applied to repay principal on each Class of Mezzanine Notes in the order of priority set out in the Regulatory Call Priority of Payments.

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

(iii) the Class A Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class B Notes, the Class C Notes, the Class D Notes and the Class J Notes;

(iv) the Class B Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class C Notes, the Class D Notes, and the Class J Notes, but subordinated to the Class A Notes;

(v) the Class C Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class D Notes and the Class J Notes, but subordinated to the Class A Notes and the Class B Notes;

(vi) the Class D Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves and in priority to the Class J Notes, but subordinated to the Class A Notes, the Class B Notes and the Class C Notes; and

(vii) the Class J Notes will rank *pari passu* and *pro rata* without preference or priority amongst themselves, but subordinated to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes.

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

The Intercreditor Agreement and the Rules of the Organisation of the Noteholders contain provisions regarding the protection of the respective interests of all Noteholders in connection with the exercise of the powers, authorities, rights, duties and discretions of the Representative of the Noteholders under or in relation to the Notes or any of the Transaction Documents. Without prejudice to the provisions of the Rules of the Organisation of the Noteholders concerning the Basic Terms Modifications, if, however, in the opinion of the Representative of the Noteholders, there is a conflict between the interests of the Class A Noteholders, the interests of the Class B Noteholders, the interests of the Class C Noteholders, the interests of the Class D Noteholders and the interests of Class J Noteholders, the Representative of the Noteholders is required under the Rules of the Organisation of the Noteholders to have regard only to the interests of the holders of the Most Senior Class of Notes.

3. Priority of Payments

(a) *Pre-Acceleration Priority of Payments*

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the Issuer Available Funds shall be applied, on each Payment Date (including, for the avoidance of doubt, on the Regulatory Call Early Redemption Date), in making the following payments in the following order of priority (in each case, only if and to the extent that payments of a higher priority have been made in full, provided that the amount set out in item (l) of the definition of Issuer Available Funds shall be used solely to make payments under item (xviii) (*eighteenth*) of the following order of priority on the Regulatory Call Early Redemption Date):

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

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

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

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

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

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

(vii) *seventh*, provided that no Class B Interest Subordination Event has occurred in respect of such Payment Date, to pay, *pari passu* and *pro rata*, interest due and payable on the Class B Notes;

(viii) *eighth*, provided that no Class C Interest Subordination Event has occurred in respect of such Payment Date, to pay, *pari passu* and *pro rata*, interest due and payable on the Class C Notes;

(ix) *ninth*, provided that no Class D Interest Subordination Event has occurred in respect of such Payment Date, to pay, *pari passu* and *pro rata*, interest due and payable on the Class D Notes;

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

(xi) *eleventh*:

(A) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, to repay, *pari passu* and *pro rata*, the Class A Redemption Amount due and payable on the Class A Notes; or

(B) during the Pro-Rata Amortisation Period, to repay, *pari passu* and *pro rata* according to the respective amounts thereof, the Class A Redemption Amount, the Class B Redemption Amount, the Class C Redemption Amount, the Class D Redemption Amount due and payable on, respectively, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes;

(xii) *twelfth*, if a Class B Interest Subordination Event has occurred in respect of such Payment Date, to pay, *pari passu* and *pro rata*, interest due and payable on the Class B Notes;

(xiii) *thirteenth*, during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, but prior to a Regulatory Call Early Redemption Date, to repay, *pari passu* and *pro rata*, the Class B Redemption Amount due and payable on the Class B Notes;

(xiv) *fourteenth*, if a Class C Interest Subordination Event has occurred in respect of such Payment Date, to pay, *pari passu* and *pro rata*, interest due and payable on the Class C Notes;

(xv) *fifteenth*, during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, but prior to a Regulatory Call Early Redemption Date, to repay, *pari passu* and *pro rata*, the Class C Redemption Amount due and payable on the Class C Notes;

(xvi) *sixenteenth*, if a Class D Interest Subordination Event has occurred in respect of such Payment Date, to pay, *pari passu* and *pro rata*, interest due and payable on the Class D Notes;

(xvii) *seventeenth*, during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, but prior to a Regulatory Call Early Redemption Date, to repay, *pari passu* and *pro rata*, the Class D Redemption Amount due and payable on the Class D Notes;

(xviii) *eighteenth*, on the Regulatory Call Early Redemption Date, to pay any amounts comprising the Regulatory Call Allocated Principal Amount in accordance with the Regulatory Call Priority of Payments;

(xix) *nineteenth*, following the Regulatory Call Early Redemption Date, to pay interest due and payable on the Regulatory Mezzanine Loan;

(xx) *twentieth*, following the Regulatory Call Early Redemption Date, to repay principal due and payable on the Regulatory Mezzanine Loan;

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

(xxii) *twenty-second*, if a Cash Trapping Condition is met in respect of such Payment Date, to credit any remaining Issuer Available Funds to the Collection Account;

(xxiii) *twenty-third*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any indemnities due and payable to the Arranger and the Lead Manager pursuant to the Rated Notes Subscription Agreement;

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

(xxv) *twenty-fifth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class J Notes;

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

(xxvii) *twenty-seventh*, to pay, *pari passu* and *pro rata*, the Class J Variable Return (if any) on the Class J Notes

(b) *Post-Acceleration Priority of Payments*

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

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

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

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

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

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

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

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

(viii) *eighth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class B Notes;

(ix) *ninth*, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class B Notes;

(x) *tenth*, to pay, *pari passu* and *pro rata*, interest due and payable on the Class C Notes;

(xi) *eleventh*, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class C Notes;

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

(xiii) *thirteenth*, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class D Notes;

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

(xv) *fifteenth*, to pay, *pari passu* and *pro rata* according to the respective amounts thereof, any indemnities due and payable to the Arranger and the Lead Manager pursuant to the Rated Notes Subscription Agreement;

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

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

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

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

(c) *Deferral under the applicable Priority of Payments*

Without prejudice to the provisions contained in these Conditions relating to payments in respect of the Notes (including Condition 5(i) (*Interest and Class J Variable Return - Interest Deferral*)), in the event and to the extent that the Issuer Available Funds available to the Issuer in accordance with the provisions of the applicable Priority of Payments are insufficient to pay any amount due and payable on any Payment Date in accordance with such Priority of Payments, such shortfall will not be payable on that Payment Date but will be deferred and become payable on the next succeeding Payment Date if, and to the extent that, the Issuer Available Funds then available to the Issuer in accordance with the applicable Priority of Payments are sufficient to pay such amount. No interest will be payable on any amount so deferred.

4. Covenants

(a) *Covenants by the Issuer*

Subject to the provisions of Condition 4(p) (*Further securitisations and corporate existence*) and of paragraph 27(d) (*Swap Counterparty Entrenched Rights*) of the Rules of the Organisation of the Noteholders), as long as any Note remains outstanding, the Issuer, save with the prior written consent of the Representative of the Noteholders or as provided in these Conditions or any of the Transaction Documents, shall not, nor shall cause or permit (to the extent permitted by Italian law) quotaholders' meetings to be convened, in order to:

(b) *Negative pledge*

create or permit to subsist any security interest or other encumbrance whatsoever over the Receivables, the Portfolio, the Accounts, the other Securitisation Assets or any part thereof or any of its present or future business, undertaking, assets or revenues relating to the Securitisation;

(c) *Use of assets*

use, invest, sell, transfer, exchange, factor, assign, lease, hire out, lend or dispose of, or otherwise deal with, any of the Receivables, the Portfolio, the other Securitisation Assets or any interest, right or benefit in respect of any thereof or grant any option or right to acquire the same or agree or attempt or purport to do any of the same;

(d) *Restrictions on activities*

(A) engage in any activity whatsoever which is not incidental to or necessary in connection with any of the activities which the Transaction Documents provide for, or envisage that the Issuer may engage in, or any other activity necessary in connection therewith or incidental thereto;

(B) have any subsidiary or affiliate (*società controllata* or *società collegata* within the meaning of article 2359 of the Italian civil code) participations in other companies, or undertakings of any other nature or have any employees or premises; or

(C) at any time approve or agree or consent to or do, or permit to be done any act or thing whatsoever which, in the opinion of the Representative of the Noteholders, is materially prejudicial to the interests of the Noteholders or any Class thereof under the Notes or the Transaction Documents or any act or thing in relation thereto which, in the opinion of the Representative of the Noteholders, is materially prejudicial to the interests of the Noteholders or any Class under the Transaction Documents;

(e) *Dividends or distributions*

pay any dividend or make any other distribution or repayment to its Quotaholder, issue any further quotas or otherwise increase its equity capital other than when so required by applicable law;

(f) *Borrowings*

create, incur or permit to subsist any indebtedness whatsoever in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness or of any obligation of any person;

(g) *Derivatives*

enter into derivative contracts save as expressly permitted by article 21(2) of the EU Securitisation Regulation;

(h) *Merger*

consolidate or merge with any other person or convey or transfer any of its assets substantially as an entirety to any other person;

(i) *Waiver or consent*

(i) permit any of the Transaction Documents to which it is a party to become invalid or ineffective; or (ii) consent to any variation of, or exercise any powers of consent or waiver pursuant to the terms of, any Transaction Documents; or (iii) permit any party to any Transaction Document to be released from its obligations;

(j) *Bank accounts*

have an interest in any bank account other than the Accounts and the Quota Capital Account;

(k) *Statutory documents*

amend, supplement or otherwise modify its by-laws (*statuto*) or deed of incorporation (*atto costitutivo*), except where such amendment, supplement or modification is required by any provision of law or regulation or by any regulatory authority having jurisdiction over it;

(l) *Separateness*

permit or consent to any of the following occurring:

(A) its books and records relating to the Securitisation being maintained with or comingled with those of any other person or entity or those of a different securitisation performed by the Issuer;

(B) its bank accounts relating to the Securitisation and the debts represented thereby being co-mingled with those of any other person or entity or those of a different securitisation performed by the Issuer;

(C) its assets or revenues relating to the Securitisation being comingled with those of any other person or entity or those of a different securitisation performed by the Issuer; or

(D) its business being conducted other than in its own name;

and, in addition and without limitation to the above, the Issuer shall or shall procure that, with respect to itself:

(E) separate financial statements in relation to its financial affairs and the Securitisation are maintained;

(F) all corporate formalities with respect to its affairs are observed in compliance with the Securitisation Law;

(G) separate stationery, invoices and cheques are used in respect of the Securitisation;

(H) it always holds itself out as a separate entity; and

(I) any known misunderstandings regarding its separate identity are corrected as soon as possible;

(m) *Residency and centre of main interest*

become resident, including without limitation for tax purposes, in any country outside Italy or cease to be managed and administered in Italy or cease to have its "centre of main interests" (as such term is defined in the EU Insolvency Regulation) in Italy; or

(n) *De-registrations*

ask for de-registration from the register of special purpose vehicles (*elenco delle società veicolo*) held by the Bank of Italy under article 4 of the Bank of Italy's regulation dated 7 June 2017, for as long as the Securitisation Law, the Consolidated Banking Act or any other applicable law or

regulation requires companies incorporated pursuant to the Securitisation Law to be registered thereon; or

(o) *Compliance with applicable law and corporate formalities*

cease to comply with any applicable law or regulation or any necessary corporate formalities.

(p) *Further securitisations and corporate existence*

None of the covenants in Condition 4(a) (*Covenants - Covenants by the Issuer*) above shall prohibit the Issuer from:

(i) acquiring, or financing pursuant to article 7 of the Securitisation Law, by way of separate transactions unrelated to the Securitisation (the **Further Securitisations**), further receivables or portfolios of receivables of any kind (the **Further Portfolios**);

(ii) securitising such Further Portfolios through the issue of further debt securities (the **Further Notes**);

(iii) entering into agreements and transactions that are incidental to or necessary in connection with such Further Securitisation including, *inter alia*, the ring-fencing or the granting of security over such Further Portfolios and any right, benefit, agreement, instrument, document or other asset of the Issuer relating thereto to secure such Further Notes (the **Further Security**), provided that:

(A) the Issuer confirms in writing to the Representative of the Noteholders that the terms and conditions of the Further Notes contain provisions to the effect that the obligations of the Issuer whether in respect of interest, principal, premium or other amounts in respect of such Further Notes, are limited recourse obligations of the Issuer, limited to some or all of the assets comprised in such Further Security;

(B) the Issuer confirms in writing to the Representative of the Noteholders that each party to such Further Securitisation agrees and acknowledges that the obligations of the Issuer to such party in connection with such Further Securitisation are limited recourse obligations of the Issuer, limited to some or all of the assets comprised in such Further Security and that each creditor in respect of such Further Securitisation or the representative of the holders of such Further Notes has agreed to limitations on its ability to take action against the Issuer, including in respect of insolvency proceedings relating to the Issuer, on terms in all significant respects equivalent to those contained in the Intercreditor Agreement;

(C) the Issuer confirms in writing to the Representative of the Noteholders that the terms and conditions of such Further Notes will include:

I. covenants by the Issuer in all significant respects equivalent to those covenants provided in Condition 4(a) (*Covenants - Covenants by the Issuer*) above; and

II. provisions which are the same as or, in the sole discretion of the Representative of the Noteholders, equivalent to this proviso; and

(D) the Representative of the Noteholders is satisfied that the provisions of paragraphs from (A) to (C) above have been satisfied;

(E) the Rating Agencies have been notified of the intention to carry out such Further Securitisation and have received confirmation from the Issuer that the transaction documents of the Further Securitisation contain provisions to the effect that the obligations of the Issuer in respect of such Further Securitisation are limited recourse obligations of the Issuer and contain limitations on the right of the noteholders and of each person which is a party to any transaction document in connection with such Further Securitisation to take action against the Issuer.

In giving any consent to the foregoing, the Representative of the Noteholders may require the Issuer to make such modifications or additions to the provisions of any of the Transaction Documents (as may itself consent thereto on behalf of the Noteholders) or may impose such other conditions or requirements as the Representative of the Noteholders may deem expedient (in its absolute discretion) in the interests of the Noteholders and may rely on any written confirmation from the Issuer as to the matters contained therein.

(ii) carrying out any activity which is incidental to maintaining its corporate existence and complying with laws and regulations applicable to it.

5. Interest and Class J Variable Return

(a) *Interest, Payment Dates and Interest Periods*

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

Interest on the Notes will accrue on a daily basis and will be payable in Euro in arrear by reference to successive Interest Periods on each date falling (i) prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, on the 28 (twenty-eighth) calendar day of each month in each year (or, if such day is not a Business Day, the immediately following Business Day), or (ii) following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, on any such Business Day as determined by the Representative of the Noteholders on which payments are to be made under the Securitisation (each, a **Payment Date**), in each case in accordance with the applicable Priority of Payments. The first payment of interest on the Notes will be due on the Payment Date falling on 28 December 2021 in respect of the Interest Period from (and including) the Issue Date up to (but excluding) such Payment Date.

(b) *Termination of interest*

Each Note shall cease to bear interest from (and including) its due date for redemption, unless payment of principal due is improperly withheld or refused or default is otherwise made in respect of payment thereof, in which case it will continue to bear interest in accordance with this Condition 5 until the date on which all amounts due in respect of such Note up to that date are received by or on behalf of the relevant Noteholder.

(c) *Rate of interest on the Notes*

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

(i) in respect of the Class A Notes, a floating rate equal to EURIBOR, plus a margin of 0.70 per cent. per annum;

(ii) in respect of the Class B Notes, a floating rate equal to EURIBOR, plus a margin of 1.00 per cent. per annum;

(iii) in respect of the Class C Notes, a floating rate equal to EURIBOR, plus a margin of 1.50 per cent. per annum;

(iv) in respect of the Class D Notes, a floating rate equal to EURIBOR, plus a margin of 2.85 per cent. per annum; and

(v) in respect of the Class J Notes, a fixed rate equal to 3.50 per cent. per annum.

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

For the purpose of these Conditions, **EURIBOR** means, in respect of any Class of Rated Notes, the Euro-Zone inter-bank offered rate for one month Euro deposits which appears on:

(i) both prior to and, to the extent that the Representative of the Noteholders does not designate a different Business Day as a Payment Date, following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event and in respect of each Interest Period, the rate offered in the Euro-Zone interbank market for one-month deposits in euro (except in respect of the first Interest Period where an interpolated interest rate based on interest rates for 1 and 3-month Euro deposits will be substituted for 1-month Euro deposits) which appears on the Reuters-Euribor01 page or (A) such other page as may replace the Reuters-Euribor01 page on that service for the purpose of displaying such information or (B) if that service ceases to display such information, such page as displays such information on such equivalent service (or, if more than one, that one which is approved by the Representative of the Noteholders) as may replace the Reuters-Euribor01 page (the **Screen Rate**) at or about 11.00 a.m. (Brussels time) on the Interest Determination Date falling immediately before the beginning of such Interest Period; or

(ii) following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event and to the extent that the Representative of the Noteholders has designated a different Business Day as a Payment Date, and in respect of each Interest Period, the rate offered in the Euro-Zone interbank market for deposits in Euro applicable in respect of such Interest Period which appears on the Screen Rate nominated and notified by the Paying Agent for such purpose or, if necessary, the relevant linear interpolation, as determined by the Paying Agent in accordance with the Agency and Accounts Agreement at or about 11.00 a.m. (Brussels time) on the Interest Determination Date which falls immediately before the beginning of the relevant Interest Period,

provided that, if the Screen Rate is unavailable at such time for Euro deposits for the relevant period, then the rate for any relevant period (the **Reference Rate**) shall be determined in accordance with paragraph (d) (*Fallback provisions*) below.

(d) *Fallback provisions*

(i) Notwithstanding anything to the contrary, including paragraph (c) (*Rates of Interest on the Notes*) above, the following provisions will apply if the Issuer determines that any of the following events (each a **Base Rate Modification Event**) has occurred:

(A) a material disruption to EURIBOR, an adverse change in the methodology of calculating EURIBOR or EURIBOR ceasing to exist or to be published;

(B) the insolvency or cessation of business of the EURIBOR administrator (in circumstances where no successor EURIBOR administrator has been appointed);

(C) a public statement by the EURIBOR administrator that it will cease publishing EURIBOR permanently or indefinitely (in circumstances where no successor EURIBOR administrator has been appointed that will continue publication of Euribor or will be changed in an adverse manner);

(D) a public statement by the supervisor of the EURIBOR administrator that EURIBOR has been or will be permanently or indefinitely discontinued or will be changed in an adverse manner;

(E) a public statement by the supervisor of the EURIBOR administrator which means that EURIBOR may no longer be used or that its use is subject to restrictions or adverse consequences;

(F) a public announcement of the permanent or indefinite discontinuity of EURIBOR as it applies to the Rated Notes; or

(G) the reasonable expectation of the Issuer that any of the events specified in sub-paragraphs (A), (B), (C), (D), (E) or (F) will occur or exist within 6 (six) months of the proposed effective date of such Base Rate Modification.

(ii) Following the occurrence of a Base Rate Modification Event, the Issuer will inform the Originator and the Representative of the Noteholders of the same and will appoint a rate determination agent to carry out the tasks referred to in this Condition 5(d) (the **Rate Determination Agent**).

(iii) The Rate Determination Agent shall determine an alternative base rate (the **Alternative Base Rate**) to be substituted for EURIBOR as the Reference Rate of the Rated Notes and those amendments to these Conditions and the Transaction Documents to be made by the Issuer as are necessary or advisable to facilitate such change (the **Base Rate Modification**), provided that no such Base Rate Modification will be made unless the Rate Determination Agent has determined and confirmed to the Representative of the Noteholders in writing (such certificate, a **Base Rate Modification Certificate**) that:

(A) such Base Rate Modification is being undertaken due to the occurrence of a Base Rate Modification Event and, in each case, such modification is required solely for such purpose and it has been drafted solely to such effect; and

(B) such Alternative Base Rate is:

I. a base rate published, endorsed, approved or recognised by the relevant regulatory authority or any stock exchange on which the Rated Notes are listed or any relevant committee or other body established, sponsored or approved by any of the foregoing;

II. a base rate utilised in a material number of publicly-listed new issues of Euro denominated asset backed floating rate notes prior to the effective date of such Base Rate Modification;

III. a base rate utilised in a publicly-listed new issue of Euro denominated asset backed floating rate notes where the originator of the relevant assets is Fiditalia or an affiliate of Fiditalia; or

IV. such other base rate as the Rate Determination Agent reasonably determines (and in relation to which the Rate Determination Agent has provided reasonable justification of its determination to the Issuer and the Representative of the Noteholders),

provided that, for the avoidance of doubt (x) in each case, the change to the Alternative Base Rate will not be materially prejudicial to the interest of the Noteholders; and (y) for the avoidance of doubt, the Issuer may propose an Alternative Base Rate on more than one occasion provided that the conditions set out in this paragraph (iii) are satisfied.

(iv) It is a condition to any such Base Rate Modification that:

(A) the Originator pays (or arranges for the payment of) all fees, costs and expenses (including legal fees) properly incurred by the Issuer and each other applicable party including, without limitation, any of the agents to the Issuer, in connection with such modifications. For the avoidance of doubt, such costs shall not include any amount in respect of any reduction in the interest payable to a Noteholder or any change in the amount due to the Swap Counterparty or any change in the mark-to-market value of the Swap Agreement;

(B) with respect to each Rating Agency, the Issuer has notified such Rating Agency of the proposed modification and the relevant modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by such Rating Agency or (y) such Rating Agency placing the Rated Notes on rating watch negative (or equivalent);

(C) the Swap Counterparty has approved the proposed Alternative Base Rate determined by the Rate Determination Agent on the basis of paragraph (iii) above; and

(D) the Issuer provides at least 30 (thirty) days' prior written notice to the Rated Noteholders of the proposed Base Rate Modification. If the proposed Alternative Base Rate is determined by the Rate Determination Agent on the basis of paragraph (iii) above and if the Rated Noteholders representing at least 10 per cent. of the aggregate Principal Amount Outstanding of the Rated Notes have notified the Issuer in accordance with the notice provided above and the then current practice of any applicable clearing system through which the Rated Notes may be held within the notification period referred to above that they object to the proposed Base Rate Modification, then such modification will not be made unless a resolution of the holders of the Rated Notes is passed in favour of such modification in accordance with these Conditions by the holders of the Rated Notes representing at least the majority of the then Principal Amount Outstanding of the Rated Notes.

When implementing any modification pursuant to this Condition 5(d), the Rate Determination Agent and the Issuer shall act in good faith and (in the absence of gross negligence (*colpa grave*) or wilful misconduct (*dolo*)), shall have no responsibility whatsoever to the Issuer (in the case of the Rate Determination Agent) or the Rated Noteholders or any other party (in the case of the Rate Determination Agent or the Issuer).

(v) If a Base Rate Modification is not made as a result of the application of paragraph (iii) above, and for so long as the Issuer considers that a Base Rate Modification Event is continuing, the Issuer may or, upon request of the Originator, must, initiate the procedure for a Base Rate Modification as set out in this Condition 5(d).

(vi) Any modification pursuant to this Condition 5(d) must comply with the rules of any stock exchange on which the Rated Notes are from time to time listed or admitted to trading and may be made on more than one occasion.

(vii) As long as a Base Rate Modification is not deemed final and binding in accordance with this Condition 5(d), the Reference Rate applicable to the Rated Notes will be equal to the last Reference Rate available on the relevant applicable screen rate pursuant to paragraph (a) above.

(viii) Any Base Rate Modification shall be notified by the Issuer to the Paying Agent at least 10 (ten) Business Days prior to the first applicable Interest Determination Date.

This Condition 5(d) shall be without prejudice to the application of any higher interest under applicable mandatory law.

(e) *Class J Variable Return*

In addition, a variable return may or may not be payable on the Class J Notes (the **Class J Variable Return**) in Euro on each Payment Date, in accordance with the applicable Priority of Payments.

On each Payment Date the Class J Variable Return will be equal to any Issuer Available Funds remaining after making payments under items (i) (*first*) to (xxvi) (*twenty-sixth*) (inclusive) of the Pre-Acceleration Priority of Payments or under items (i) (*first*) to (xviii) (*eighteenth*) (inclusive) of the Post-Acceleration Priority of Payments, as the case may be, and may be equal to 0 (zero).

(f) *Calculation of Interest Amount, Aggregate Interest Amount and Class J Variable Return*

On each Interest Determination Date, the Paying Agent shall determine the amount of interest in Euro payable on each Note of each Class (the **Interest Amount**) and on the aggregate number of Notes of each Class (the **Aggregate Interest Amount**), in each case in respect of the relevant Interest Period. The Interest Amount payable on each such Note in respect of any Interest Period shall be calculated by (A) applying the relevant Rate of Interest to the Principal Amount Outstanding of that Note on the Payment Date (or, in the case of the first Interest Period, the Issue Date) at the commencement of such Interest Period (after deducting therefrom any amount of principal due on that Payment Date (whether or not paid)); (B) multiplying the product of such calculation by the actual number of days in the relevant Interest Period; (C) dividing that amount by 360; and (D) rounding the resultant figure to the nearest cent (half a cent being rounded upwards). The Aggregate Interest Amount shall be calculated by multiplying the Interest Amount of each Note of each such Class by the actual number of Notes of that Class.

On each Calculation Date, the Calculation Agent shall determine the Class J Variable Return (if any) payable on the Class J Notes on the immediately following Payment Date.

The determinations and calculations made by the Paying Agent or the Calculation Agent (as the case may be) pursuant to this Condition 5(f) shall (in the absence of manifest error) be final and binding upon all parties.

(g) *Notification of Interest Amount, Aggregate Interest Amount and Class J Variable Return and Payment Date*

On each Interest Determination Date, the Paying Agent shall notify the Interest Amount, the Aggregate Interest Amount and the relevant Payment Date to the Issuer, the Representative of the Noteholders, the Calculation Agent, Monte Titoli and, as long as the Rated Notes are admitted to trading on the Luxembourg Stock Exchange, the Luxembourg Stock Exchange.

The Interest Amount, the Aggregate Interest Amount and the relevant Payment Date may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of manifest error.

On each Calculation Date, the Calculation Agent shall notify the Class J Variable Return and the relevant Payment Date to the Issuer, the Representative of the Noteholders and the Paying Agent (which shall notify the same to Monte Titoli).

(h) *Determination or calculation by the Representative of the Noteholders*

If the Paying Agent or the Calculation Agent, as the case may be, does not at any time for any reason determine the Interest Amount and/or the Aggregate Interest Amount for any Class of Notes and/or the Class J Variable Return (if any) for the Class J Notes (as the case may be) in accordance with this Condition 5, the Representative of the Noteholders shall (but without incurring, in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*), any liability to any person as a result) calculate and notify the relevant Interest Amount, Aggregate Interest Amount and Class J Variable Return (if any) in the manner specified in this Condition 5, and any such determination, calculation and notification shall be deemed to have been made by the Paying Agent or the Calculation Agent (as the case may be).

(i) *Interest Deferral*

Payments of interest on any Class of Notes (other than the Most Senior Class of Notes) will be subject to deferral to the extent that there are insufficient Issuer Available Funds on any Payment Date in accordance with the Pre-Acceleration Priority of Payments to pay in full the relevant Aggregate Interest Amount which would otherwise be payable on such Class of Notes. The amount by which the aggregate amount of interest paid on any Class of Notes (other than the Most Senior Class of Notes) on any Payment Date in accordance with this Condition 5 falls short of the Aggregate Interest Amount which otherwise would be payable on such Class of Notes on that date shall be aggregated with the amount of, and treated for the purposes of this Condition 5 as if it were interest due on, such Class of Notes and, subject as provided below, payable on the next succeeding Payment Date. No interest will accrue on any amount so deferred.

If the Class B Interest Subordination Event has occurred in respect of any Payment Date, interest on the Class B Notes will not then be payable under item (vii) (*seventh*) of the Pre-Acceleration Priority of Payments, but will instead be payable under item (xii) (*twelfth*) of the Pre-Acceleration Priority of Payments. Any amounts so subordinated may be deferred to the extent the Issuer Available Funds applied in accordance with the Pre-Acceleration Priority of Payments are not sufficient to pay in full the Aggregate Interest Amount which would otherwise be due on the Class B Notes.

If the Class C Interest Subordination Event has occurred in respect of any Payment Date, interest on the Class C Notes will not then be payable under item (viii) (*eighth*) of the Pre-Acceleration Priority of Payments, but will instead be payable under item (xiv) (*fourteenth*) of the Pre-Acceleration Priority of Payments. Any amounts so subordinated may be deferred to the extent the Issuer Available Funds applied in accordance with the Pre-Acceleration Priority of Payments are not

sufficient to pay in full the Aggregate Interest Amount which would otherwise be due on the Class C Notes.

If the Class D Interest Subordination Event has occurred in respect of any Payment Date, interest on the Class D Notes will not then be payable under item (ix) (*ninth*) of the Pre-Acceleration Priority of Payments, but will instead be payable under item (xvi) (*sixteenth*) of the Pre-Acceleration Priority of Payments. Any amounts so subordinated may be deferred to the extent the Issuer Available Funds applied in accordance with the Pre-Acceleration Priority of Payments are not sufficient to pay in full the Aggregate Interest Amount which would otherwise be due on the Class D Notes.

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

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

(j) *Notification of Interest Deferral*

If, on any Calculation Date, the Calculation Agent determines that any deferral of interest in respect of any Class of Notes (other than the Most Senior Class of Notes) will arise on the immediately succeeding Payment Date, it shall give notice (through the Payments Report) to the Representative of the Noteholders and the Paying Agent (which shall notify the same to Monte Titoli), specifying the amount of interest to be deferred on such following Payment Date in respect of such Class of Notes.

6. Redemption, purchase and cancellation

(a) *Final redemption*

The Issuer shall redeem the Notes at their Principal Amount Outstanding (together with any accrued but unpaid interest), in accordance with the applicable Priority of Payments, on the Payment Date falling in December 2031 (the **Final Maturity Date**).

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

(b) *Cancellation Date*

The Notes will be finally and definitively cancelled on:

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

(ii) if the Notes cannot be redeemed in full on the Final Maturity Date as a result of the Issuer having insufficient Issuer Available Funds for application in or towards such redemption, on the later of (A) the Payment Date immediately following the date on which all the

Receivables will have been paid in full, and (B) the Payment Date immediately following the date on which all the Receivables then outstanding will have been entirely written off by the Issuer as a consequence of the Sub-Servicer having determined that there is no reasonable likelihood of there being any further realisations in respect of the Portfolio and the other Securitisation Assets (whether arising from judicial enforcement proceedings or otherwise) which would be available to pay unpaid amounts outstanding under the Notes,

(the date of cancellation of the Notes pursuant to paragraph (i) or (ii) above, as applicable, the **Cancellation Date**).

(c) *Mandatory redemption*

The Notes will be subject to mandatory redemption (*pro rata* within each Class) in whole or in part on each Payment Date to the extent that the Issuer has sufficient Issuer Available Funds for such purpose in accordance with the applicable Priority of Payments.

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

(i) the Class A Notes shall be redeemed for an amount equal to the Class A Redemption Amount, the Class B Notes shall be redeemed for an amount equal to the Class B Redemption Amount, the Class C Notes shall be redeemed for an amount equal to the Class C Redemption Amount, the Class D Notes shall be redeemed for an amount equal to the Class D Redemption Amount and the Class J Notes shall be redeemed for an amount equal to the Class J Redemption Amount; and

(ii) repayments of principal on the Rated Notes shall be made:

(A) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, in a sequential order; or

(B) during the Pro-Rata Redemption Period, *pari passu* and *pro rata* amongst all Classes of Rated Notes,

in each case in accordance with the Pre-Acceleration Priority of Payments.

The occurrence of any of the following events in respect of any Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), shall constitute a **Sequential Redemption Event**:

(i) the Cumulative Gross Default Ratio with reference to the immediately preceding Collection End Date is greater than 2.50 per cent.;

(ii) the Uncured PDL Ratio with reference to such Payment Date is greater than 0.50 per cent.; or

(iii) the Clean-up Call Event has occurred but the Portfolio Repurchase Option is not exercised by the Originator.

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

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

(i) all Class of Notes shall be redeemed at their respective Principal Amount Outstanding; and

(ii) repayments of principal on the Notes shall be made in a sequential order,

in each case in accordance with the Post-Acceleration Priority of Payments.

(d) *Early redemption for Tax or Illegality Event*

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

For the purposes of this Condition 6(d), **Tax or Illegality Event** means the circumstance that, by reason of a change in law or regulation or the interpretation or administration thereof since the Issue Date:

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

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

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

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

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

(i) giving not more than 60 (sixty) nor less than 30 (thirty) days' written notice (which notice shall be irrevocable) to the Representative of the Noteholders and the Noteholders in accordance with Condition 16 (*Notices*) of its intention to redeem the Rated Notes (in whole but not in part) and the Junior Notes (in whole or in part) on the next succeeding Payment Date at their Principal Amount Outstanding (together with any accrued but unpaid interest), pursuant to this Condition 6(d); and

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

(A) a legal opinion (in form and substance satisfactory to the Representative of the Noteholders) from a firm of lawyers of international reputation (approved in writing by the Representative of the Noteholders) opining on the relevant change in law or regulation or interpretation or administration thereof;

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

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

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

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer may redeem at its option the Rated Notes (in whole but not in part) and the Junior Notes (in whole or in part) at their Principal Amount Outstanding (together with any accrued but unpaid interest) in accordance with the Post-Acceleration Priority of Payments, on any Payment Date following the date on which the aggregate Outstanding Principal of the Receivables comprised in the Portfolio is equal to or lower than 10 per cent. of the aggregate Outstanding Principal, as at the Valuation Date, of the Receivables comprised in the Portfolio (the **Clean-up Call Event**).

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

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

Date at their Principal Amount Outstanding (together with any accrued but unpaid interest), pursuant to this Condition 6(e); and

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

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

Prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer may redeem at its option the Mezzanine Notes (in whole but not in part) (but not, for the avoidance of doubt, the Class A Notes and the Class J Notes which shall remain outstanding) at their Principal Amount Outstanding (together with any accrued but unpaid interest) in accordance with the Pre-Acceleration Priority of Payments, on any Payment Date following the occurrence of a Regulatory Call Event in accordance with this Condition 6(f).

For the purposes of this Condition 6(f), **Regulatory Call Event** means, in the determination of the Originator, the circumstance that there is:

(i) an enactment or implementation of, or supplement or amendment to, or change in, any applicable law, policy, rule, guideline or regulation of any relevant competent international, European or national body (including the ECB, the PRA or any other relevant competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline; or

(ii) a notification by or other communication from an applicable regulatory or supervisory authority is received by the Originator with respect to the Securitisation,

which, in either case, occurs on or after the Issue Date and results in, or would in the reasonable opinion of the Originator result in, a material adverse change in the capital treatment of the Notes or the capital relief afforded by the Notes or materially increasing the cost or materially reducing the benefit of the Securitisation, in either case, for the Originator or its Affiliates, pursuant to applicable capital adequacy requirements or regulations (as compared with the capital treatment or relief reasonably anticipated by the Originator or its Affiliates on the Issue Date).

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

(i) giving not more than 60 (sixty) nor less than 30 (thirty) days' written notice (which notice shall be irrevocable) to the Representative of the Noteholders and the Noteholders in accordance with Condition 16 (*Notices*) of its intention to redeem the Mezzanine Notes (in whole but not in part) on the next succeeding Payment Date (the **Regulatory Call Early Redemption Date**) at their Principal Amount Outstanding (together with any accrued but unpaid interest), pursuant to this Condition 6(f); and

(ii) on or prior to the delivery of the notice referred to in paragraph (i) above, providing to the Representative of the Noteholders a certificate from the chairman of the board of directors or the sole director of the Issuer (as applicable) to the effect that the Issuer will have sufficient funds on such Payment Date to discharge all of its obligations under the Mezzanine Notes.

The Issuer may obtain the funds necessary to finance the early redemption of the Mezzanine Notes in accordance with this Condition 6(f) (*Early redemption for Regulatory Call Event*) from a Regulatory Mezzanine Loan that the Originator may, in its sole and absolute discretion, elect to advance to the Issuer for an amount equal to the Regulatory Mezzanine Loan Disbursement Amount pursuant to the Intercreditor Agreement, provided that the Regulatory Mezzanine Loan shall satisfy the following conditions (the **Regulatory Mezzanine Loan Conditions**):

(i) the Regulatory Mezzanine Loan shall be advanced on equivalent economic terms, and to achieve the same economic effect, as the Transaction Documents;

(ii) the Regulatory Mezzanine Loan shall not have a material adverse effect on the Senior Notes; and

(iii) the Regulatory Mezzanine Loan shall comply in all respects with the applicable requirements under the EU Securitisation Regulation and the CRR.

On the Regulatory Call Early Redemption Date, the Regulatory Call Allocated Principal Amount will be applied by or on behalf of the Issuer in making payments or provisions in the following order in making the following payments in the following order of priority (in each case, only if and to the extent that payments of a higher priority have been made in full):

(i) *first*, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class B Notes;

(ii) *second*, after the redemption in full of the Class B Notes, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class C Notes;

(iii) *third*, after the redemption in full of the Class C Notes, to repay, *pari passu* and *pro rata*, the Principal Amount Outstanding of the Class D Notes;

Following the Regulatory Call Early Redemption Date, the parties to the Intercreditor Agreement have agreed to promptly execute and deliver all instruments, notices and documents and take all further actions that the Issuer or the Originator may reasonably request including, without limitation, agreeing all necessary modifications, waivers and additions to the Transaction Documents required in order to, among others: (A) achieve, in respect of the Transaction Parties (other than, for the avoidance of doubt, the Originator) an equivalent economic effect as the position under the Transaction Documents on the date immediately prior to the Regulatory Call Early Redemption Date; and (B) reflect the advance of the Regulatory Mezzanine Loan by the Originator, provided that no such modifications, waivers and additions are materially prejudicial to the interests of the holders of the Class A Notes.

(g) *Calculations and Determinations*

On each relevant Calculation Date, the Calculation Agent shall calculate:

(i) the amount of the Issuer Available Funds;

(ii) the Target Amortisation Amount, the Class A Redemption Amount, the Class B Redemption Amount, the Class C Redemption Amount, the Class D Redemption Amount and the Class J Redemption Amount due on the Notes of each relevant Class on the immediately following Payment Date (or the principal payment due on the Notes of each relevant Class on the immediately following Payment Date, as the case may be);

(iii) the principal amount redeemable in respect of each Note of each Class on the immediately following Payment Date;

(iv) the Principal Amount Outstanding of each Note of each Class on the immediately following Payment Date (after deducting any principal payment due to be made on such Payment Date in respect of each Note of that Class).

The principal amount redeemable in respect of each Note of each Class on any relevant Payment Date shall be a *pro-rata* share of the principal payment payable on the Notes of the relevant Class on such Payment Date, as determined in accordance with the provisions of this Condition 6, calculated by reference to the ratio borne by the then Principal Amount Outstanding of the relevant Note of a Class to the then Principal Amount Outstanding of all the Notes of the same Class (rounded down to the nearest cent), provided always that no such repayment of principal may exceed the Principal Amount Outstanding of such Note.

Each determination by the Calculation Agent pursuant to this Condition 6(g) shall in each case (in the absence of manifest error) be final and binding on all persons.

On each relevant Calculation Date, the Calculation Agent shall forthwith notify the principal amount redeemable in respect of the Notes of each Class on the immediately following Payment Date and the Principal Amount Outstanding of the Notes of each Class on the immediately following Payment Date (after deducting any principal payment due to be made on such Payment Date in respect of each Note of that Class) to the Representative of the Noteholders and the Paying Agent (which shall notify the same to Monte Titoli and, as long as the Rated Notes are admitted to trading on the Luxembourg Stock Exchange, the Luxembourg Stock Exchange.

(h) *Notice irrevocable*

Any notice as is referred to in Condition 6(g) (*Calculations and Determinations*) shall be irrevocable and the Issuer shall, in the case of any such notice, be bound to redeem the relevant Notes to which such notice refers (in whole or in part, as applicable) in accordance with this Condition 6.

(i) *Determinations by the Representative of the Noteholders*

If the Calculation Agent does not at any time for any reason determine the principal amount redeemable in respect of each Note of each Class on the immediately following Payment Date and the Principal Amount Outstanding of each Note of each Class on the immediately following Payment Date (after deducting any principal payment due to be made on such Payment Date in respect of each Note of that Class) in accordance with this Condition 6, the Representative of the Noteholders shall (but without incurring, in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*), any liability to any person as a result):

(i) determine the principal amount redeemable in respect of each Note of each Class on the immediately following Payment Date and the Principal Amount Outstanding of each Note of each Class on the immediately following Payment Date (after deducting any principal payment due to be made on such Payment Date in respect of each Note of that Class) in accordance with this Condition 6; and

(ii) notify the principal amount redeemable in respect of each Note of each Class and the Principal Amount Outstanding of each Note in the manner specified in this Condition 6,

and any such determination and notification shall be deemed to have been made by the Calculation Agent.

(j) *No purchase by the Issuer*

The Issuer may not purchase any of the Notes.

(k) *Cancellation*

All Notes cancelled on the Cancellation Date may not be reissued or resold.

(l) *Notice to the Rating Agencies*

Any redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or or Illegality Event*), Condition 6(e) (*Early redemption for Clean-up Call Event*) or Condition 6(f) (*Early redemption for Regulatory Call Event*) shall be notified in advance by the Issuer to the Rating Agencies.

7. Payments

(a) *Payments through Monte Titoli, Euroclear and Clearstream*

Payments of principal and interest in respect of the Notes, as well as Class J Variable Return (if any) on the Class J Notes, deposited with Monte Titoli will be credited, according to the instructions of Monte Titoli, by or on behalf of the Issuer to the accounts with Monte Titoli of the banks and authorised brokers whose accounts are credited with those Notes, and thereafter credited by such banks and authorised brokers from such aforementioned accounts to the accounts of the beneficial owners of those Notes. Payments made by or on behalf of the Issuer according to the instructions of Monte Titoli to the accounts with Monte Titoli of the banks and authorised brokers (including Euroclear and Clearstream) whose accounts are credited with those Notes will relieve the Issuer *pro tanto* from the corresponding payment obligations under the Notes.

(b) *Payments subject to tax laws*

Payments of principal and interest in respect of the Notes, as well as Class J Variable Return (if any) on the Class J Notes, will be subject in all cases to (i) any fiscal or other applicable laws and regulations applicable in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation in the Republic of Italy*) and (ii) any FATCA Withholding, any regulations or agreements under FATCA, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

(c) *Payments on Business Days*

If the due date for any payment of principal and/or interest in respect of the Notes and/or Class J Variable Return (if any) on the Class J Notes is not a Business Day, the holder of the relevant Note will not be entitled to payment of the relevant amount until the immediately succeeding Business Day and will not be entitled to any further interest or other payment in consequence of any such delay.

(d) *Notification to be final*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of Condition 5 (*Interest and Class J Variable Return*) or Condition 6 (*Redemption, purchase and cancellation*), the Paying Agent, the Calculation Agent or the Representative of the Noteholders, shall (in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*)) be binding on the Issuer, the Noteholders and all Other Issuer Creditors and (in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*)) no liability to the Representative of the Noteholders, the Noteholders or the Other Issuer Creditors shall attach to the Paying Agent, the Calculation Agent or the Representative of the Noteholders in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under Condition 5 (*Interest and Class J Variable Return*) or Condition 6 (*Redemption, purchase and cancellation*).

(e) *Paying Agent*

The Issuer shall ensure that, as long as any of the Notes remains outstanding, there shall at all times be a Paying Agent.

The Paying Agent may resign in accordance with the provisions of the Agency and Accounts Agreement. The Issuer shall be obliged to appoint a substitute paying agent prior to such resignation becoming effective. The appointment of any substitute paying agent shall be subject to the prior written consent of the Representative of the Noteholders. The Issuer shall procure that any change in the identity of the Paying Agent is notified as soon as reasonably practicable in accordance with Condition 16 (*Notices*).

The Issuer may at any time, with the prior written consent of the Representative of the Noteholders, vary or terminate the appointment of the Paying Agent and appoint a substitute subject to the terms of the Agency and Accounts Agreement. Notice of any such termination or appointment will be given to the Noteholders in accordance with Condition 16 (*Notices*).

8. Taxation in the Republic of Italy

All payments in respect of the Notes by or on behalf of the Issuer will be made without withholding or deduction for or on account of any present or future taxes, duties or charges of whatsoever nature other than a Decree 239 Withholding or any other withholding or deduction required to be made by applicable law. Neither the Issuer nor any other person shall be obliged to pay any additional amount to any Noteholder on account of such withholding or deduction.

9. Trigger Events

(a) *Trigger Events*

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

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

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

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

(C) in respect of any repayment of principal due and payable on the Most Senior Class of Notes on any Payment Date prior to the Final Maturity Date (to the extent the Issuer

has sufficient Issuer Available Funds to make such repayment of principal in accordance with the applicable Priority of Payments), provided that such default remains unremedied for 5 (five) Business Days (it being understood that, prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Sub-Servicer fails to deliver the Sub-Servicer's Report to the Calculation Agent by the relevant Sub-Servicer's Report Date (or such later date as may be agreed between the Sub-Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), no amount of principal will be due and payable in respect of the Notes); or

(ii) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its obligations (other than any payment obligations under paragraph (i) above) under the Notes or the Transaction Documents in any respect which is material for the interests of the Noteholders, provided that such default remains unremedied for 10 (ten) Business Days after the occurrence thereof (except where such default is not capable of remedy, in which case no remedy period will be given); or

(iii) *Misrepresentation*: any of the representations and warranties made by the Issuer under any of the Transaction Documents proves to be untrue, incorrect or misleading when made or repeated in any respect which is material for the interests of the Noteholders, provided that such breach remains unremedied for 10 (ten) Business Days after the occurrence thereof (except where such breach is not capable of remedy, in which case no remedy period will be given); or

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

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

(b) *Delivery of a Trigger Notice*

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

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

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

serve a written notice to the Issuer (with copy to the Originator, the Master Servicer, the Sub-Servicer, the Calculation Agent and the Noteholders in accordance with Condition 16 (*Notices*)) (the

Trigger Notice), provided that the Representative of the Noteholders shall have been indemnified and/or secured to its satisfaction against all duly documented fees, costs, expenses and liabilities to which it may thereby become liable or which it may incur by so doing.

(c) *Consequences of the delivery of a Trigger Notice*

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

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

10. Enforcement

(a) *Proceedings*

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

(b) *Disposal of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event*

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

11. Representative of the Noteholders

(a) *Legal representative*

The Representative of the Noteholders is the legal representative (*rappresentante legale*) of the Noteholders in accordance with these Conditions, the Rules of the Organisation of the Noteholders and the other Transaction Documents.

(b) *Appointment of Representative of the Noteholders*

Pursuant to the Rules of the Organisation of the Noteholders, for as long as any Note is outstanding, there will at all times be a Representative of the Noteholders. The appointment of the Representative of the Noteholders, as legal representative of the Organisation of the Noteholders, will be made by the Noteholders subject to and in accordance with the Rules of the Organisation of the Noteholders, except for the initial Representative of the Noteholders which has been appointed by the Lead Manager and the Junior Notes Subscriber in the Intercreditor Agreement. Each Noteholder will be deemed to accept such appointment.

12. Modification and Waiver

The Rules of the Organisation of the Noteholders contain provisions relating to the powers of the Representative of the Noteholders to make amendments or modifications to these Conditions or any of the Transaction Documents or authorise or waive any proposed breach or breach of the Notes (including a Trigger Event) or of the Intercreditor Agreement or of any other Transaction Document, it being understood that unless the Representative of the Noteholders agrees otherwise, any such amendment, modification, waiver or authorisation shall be notified to the Noteholders, in accordance with Condition 16 (*Notices*), as soon as practicable after it has been made.

13. Agents

In acting under the Agency and Accounts Agreement and in connection with the Notes, the Account Bank, the Custodian (if any), the Deposit Account Bank (if any), the Calculation Agent and the Paying Agent shall act as agents (*mandatari*) solely of the Issuer and (to the extent provided therein) the Representative of the Noteholders and shall not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders.

The Issuer reserves the right (with the prior written consent of the Representative of the Noteholders) at any time to vary or terminate the appointment of the Account Bank, the Custodian (if any), the Deposit Account Bank (if any), the Calculation Agent and/or the Paying Agent and to appoint a relevant successor or an additional agent at any time, in accordance with the terms of the Agency and Accounts Agreement and these Conditions.

14. Statute of Limitation

Claims against the Issuer for payments in respect of the Notes will be barred and become void unless made within 10 (ten) years (in the case of principal) or 5 (five) years (in the case of interest and Class J Variable Return) from the Relevant Date in respect thereof. In this Condition 14, **Relevant Date** in respect of a Note is the date on which a payment in respect thereof first becomes due or (if the full amount of the monies payable in respect of all Notes due on or before that date has not been duly received by the Paying Agent on or prior to such date) the date on which, the full amount of such monies having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 16 (*Notices*).

15. Limited recourse and non-petition

(a) *Limited recourse*

All obligations of the Issuer to make payments to each Issuer Creditor, including, without limitation, the obligations under the Notes or any Transaction Document to which such Issuer Creditor is a party (other than the obligation to pay the Purchase Price for the Portfolio to the Originator), will be limited in recourse and shall arise and become due and payable in an amount equal as at the relevant

date to the lower of (i) the aggregate nominal amount of such payment which, but for the operation of the applicable Priority of Payments, would be due and payable at such time to such Issuer Creditor; and (ii) the Issuer Available Funds net of any sums which are payable by the Issuer in accordance with the applicable Priority of Payments in priority to, or *pari passu* with, sums payable to such Issuer Creditor.

In particular:

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

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

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

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

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

(b) *Non-petition*

Only the Representative of the Noteholders may pursue the remedies available under the general law or under the Transaction Documents to obtain payment of the obligations of the Issuer arising under the Notes and the Transaction Documents or enforce the Issuer Transaction Security and no Issuer Creditor shall be entitled to proceed directly against the Issuer to obtain payment of such obligation or enforce the Issuer Transaction Security. In particular:

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

(ii) no Issuer Creditor (nor any person on its behalf, other than the Representative of the Noteholders) is entitled, save as expressly permitted by the Transaction Documents, to take

or join any person in taking any steps against the Issuer for the purpose of obtaining payment of any amount due by the Issuer to such Issuer Creditor;

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

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

16. Notices

(a) *Valid notices*

All notices to the Noteholders, as long as the Notes are held through Monte Titoli and/or by a common depository for Euroclear and/or Clearstream, shall be deemed to have been validly given if delivered to Monte Titoli and/or Euroclear and/or Clearstream for communication by them to the entitled accountholders and shall be deemed to be given on the date on which it was delivered to Monte Titoli, Clearstream and Euroclear, as applicable.

In addition, as long as the Rated Notes are admitted to trading on the Luxembourg Stock Exchange, through the website of the Luxembourg Stock Exchange (being, as at the date of the Prospectus, www.bourse.lu).

(b) *Date of publication*

Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made in the manner required above.

(c) *Other methods*

The Representative of the Noteholders shall be at liberty to sanction some other method of giving notice to the Noteholders or to a Class or category of them, if, in its opinion, such other method is reasonable having regard to market practice then prevailing, and provided that notice of such other method is given to the Noteholders in such manner as the Representative of the Noteholders shall require.

17. Governing law and Jurisdiction

(a) *Governing law*

The Notes, these Conditions, the Rules of the Organisation of the Noteholders and the Transaction Documents (other than the Swap Agreement and the Deed of Charge), and any non-contractual obligation arising out or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

The Swap Agreement and the Deed of Charge, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, English law.

(b) *Jurisdiction*

Any dispute which may arise in relation to the Notes, these Conditions, the Rules of the Organisation of the Noteholders and the Transaction Documents (other than the Swap Agreement and the Deed of Charge), or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

Any dispute which may arise in relation to the interpretation or the execution of the Swap Agreement and the Deed of Charge, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1 TO THE TERMS AND CONDITIONS OF THE NOTES

RULES OF THE ORGANISATION OF NOTEHOLDERS

PART 1

GENERAL PROVISIONS

1. GENERAL

The Organisation of Noteholders is created concurrently with the issue and the subscription of the Notes, it is governed by these Rules of the Organisation of Noteholders (the **Rules**) and it shall remain in force and in effect until redemption in full and/or cancellation of the Notes.

The contents of these Rules are deemed to form part of each Note issued by the Issuer.

2. DEFINITIONS

In these Rules, the following terms shall have the following meanings:

24 Hours means a period of 24 hours including all or part of a day upon which banks are open for business in the place where the Meeting is to be held and in the place where the Paying Agent has its office (disregarding for this purpose the day upon which such Meeting is to be held) and such period shall be extended by one or, to the extent necessary, more periods of 24 hours until there is included all or part of a day upon which banks are open for business, as above.

48 Hours means two consecutive periods of 24 Hours.

Basic Terms Modification means:

(a) a change in the date of maturity of the Notes of any Class;

(b) a change in any date fixed for the payment of principal or interest in respect of the Notes of any Class or the Class J Variable Return in respect of the Class J Notes;

(c) save as provided for in Condition 5(d) (*Interest and Class J Variable Return - Fallback provisions*), a change in the amount of principal or interest payable on any Payment Date in respect of the Notes of any Class or the Class J Variable Return payable on any Payment Date in respect of the Class J Notes (other than any reduction, cancellation or annulment permitted under the Conditions) or any alteration in the method of calculating any of such amounts;

(d) a change in the quorum required at any Meeting or the majority required to pass any Resolution;

(e) a change in the currency in which payments are due in respect of the Notes of any Class;

(f) an alteration of the Priority of Payments;

(g) the exchange, conversion or substitution of the Notes of any Class for, or the conversion of such Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate, formed or to be formed;

(h) a change to this definition.

Blocked Notes means the Notes which have been blocked in an account with the Monte Titoli Account Holder for the purposes of obtaining (i) a Voting Certificate or (ii) if applicable, a Blocked Voting Instruction and will not be released until the conclusion of the Meeting or any adjournment of such Meeting (if any).

Blocked Voting Instruction means, in relation to any Meeting, a document issued by the Paying Agent:

(a) confirming that, on the basis of the Voting Certificate shown by the relevant Noteholder, the Blocked Notes have been blocked in an account with a clearing system and will not be released until the conclusion of the Meeting or any adjournment of such Meeting (if any);

(b) stating that, on the basis of the Voting Certificate shown by the relevant Noteholder, the relevant holder of each Blocked Note has requested that (i) the votes attributable to such Blocked Note are to be cast in a particular way on each Resolution to be put to the Meeting and that, during the period of 48 Hours before the time fixed for the Meeting, such instructions may not be amended or revoked and (ii) one or more Proxies named therein are authorised to vote on its behalf in respect of the Blocked Notes in accordance with such instructions; and

(c) attaching the relevant Voting Certificate.

Chairman means, in relation to any Meeting, the individual who takes the chair in accordance with paragraph 9 (*Chairman of the Meeting*).

Class of Notes means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class J Notes, as the context requires.

Extraordinary Resolution means a resolution of a Meeting of the Relevant Class Noteholders, duly convened and held in accordance with the provisions contained in these Rules on any of the subjects covered by paragraph 21 (*Powers exercisable by an Extraordinary Resolution*).

Insolvency Proceedings means bankruptcy (*fallimento*) or any other insolvency (*procedura concorsuale*) in Italy or analogous proceedings in any jurisdiction (as the case may be), including, but not limited to, any reorganisation measure (*procedura di risanamento*) or winding-up proceedings (*procedura di liquidazione*), of any nature, court settlement with creditors in pre-bankruptcy proceedings (*concordato preventivo*), out-of-court settlements with creditors (*accordi di ristrutturazione dei debiti* and *piani di risanamento*), extraordinary administration (*amministrazione straordinaria*, including *amministrazione straordinaria delle grandi imprese in stato di insolvenza*), compulsory administrative liquidation (*liquidazione coatta amministrativa*), any recovery or resolution proceeding (*provvedimento di risanamento o risoluzione*) or similar proceedings in other jurisdictions.

Meeting means a meeting of the Relevant Class Noteholders (whether originally convened or resumed following an adjournment).

Monte Titoli Account Holder means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli and includes depository banks appointed by Clearstream and Euroclear.

Ordinary Resolution means a resolution of a Meeting of the Relevant Class Noteholders, duly convened and held in accordance with the provisions contained in these Rules on any of the subjects covered by paragraph 20 (*Powers exercisable by an Ordinary Resolution*).

Proxy means, in relation to any Meeting, a person (who need not to be a Noteholder) indicated under a Blocked Voting Instruction or a Voting Certificate as the person entitled to vote in a Meeting in accordance with the instructions reproduced in such Blocked Voting Instruction or Voting Certificate.

Relevant Class Noteholders means (i) the Class A Noteholders; (ii) the Class B Noteholders; (iii) the Class C Noteholders; (iv) the Class D Noteholders; (v) the Class J Noteholders and/or (vi) a combination of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders and the Class J Noteholders, as the context requires.

Relevant Fraction means:

(a) for voting on any Ordinary Resolution, (i) one-tenth of the Principal Amount Outstanding of that Class of Notes (in case of a Meeting of a particular Class of Notes), or (ii) one-tenth of the Principal Amount Outstanding of all Classes of Notes (in case of a joint Meeting of a combination of Classes of Notes);

(b) for voting on any Extraordinary Resolution other than one relating to a Basic Terms Modification, (i) two-thirds of the Principal Amount Outstanding of that Class of Notes (in case of a Meeting of a particular Class of Notes), or (ii) two-thirds of the Principal Amount Outstanding of all Classes of Notes (in case of a joint Meeting of a combination of Classes of Notes); and

(c) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), three-quarters of the Principal Amount Outstanding of the relevant Class of Notes,

provided however that, in the case of a Meeting which has resumed after adjournment for want of a quorum, it means:

(a) for voting on any Ordinary Resolution or any Extraordinary Resolution other than one relating to a Basic Terms Modification, (i) one-twentieth of the Principal Amount Outstanding of that Class of Notes represented or held by the Voters actually present at the Meeting (in case of a Meeting of a particular Class of Notes), or (ii) one-twentieth of the Principal Amount Outstanding of the Notes of all Classes (in case of a joint Meeting of a combination of Classes of Notes); and

(b) for voting on any Extraordinary Resolution relating to a Basic Terms Modification (which must be proposed separately to each Class of Noteholders), one-third of the Principal Amount Outstanding of the relevant Class of Notes.

Resolution means an Ordinary Resolution or an Extraordinary Resolution, as the context may require.

Security Document means the Deed of Charge and any other agreement that may be entered into in relation to the Issuer Transaction Security.

Voter means, in relation to any Meeting, the holder of a Blocked Note.

Voting Certificate means, in relation to any Meeting, a certificate issued by the Monte Titoli Account Holder under the Monte Titoli system pursuant to the CONSOB and Bank of Italy Joint Resolution and dated:

(a) stating that, on the date thereof, on request of the relevant Noteholder the Blocked Notes have been blocked in an account with a clearing system or the depository Monte Titoli Account Holders (under the Monte Titoli system in accordance with the CONSOB and Bank of Italy Joint Resolution) and

will not be released until the conclusion of the Meeting specified in such Voting Certificate or any adjournment of such Meeting (if any);

(b) listing the ISIN code or other suffix or identification number of the Blocked Notes;

(c) specifying the principal outstanding amount of the Blocked Notes; and

(d) stating that the bearer of such certificate (named therein) is entitled to attend and vote at the Meeting or to request the issue of a Blocked Voting Instruction in respect of the Blocked Notes;

Written Resolution means a Resolution in writing signed by or on behalf of all Noteholders who at that time are entitled to participate in a Meeting in accordance with the provisions of these Rules, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more of such Noteholders.

Capitalised terms not defined in these Rules shall have the meanings attributed to them in the Conditions.

3. ORGANISATION PURPOSE

Each holder of the Notes becomes a member of the Organisation of Noteholders upon subscription or purchase of the relevant Notes.

The purpose of the Organisation of Noteholders is to co-ordinate the exercise of the rights of the Noteholders and the taking of any action for the protection of their interests.

In these Rules, any reference to **Noteholders** shall be considered as a reference to the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders and/or the Class J Noteholders, as the case may be.

PART 2

THE MEETING OF NOTEHOLDERS

4. GENERAL

Any Resolution passed at a Meeting of the Relevant Class Noteholders, duly convened and held in accordance with these Rules, shall be binding upon all the Noteholders of such Class of Notes, whether or not present at such Meeting and whether or not voting.

The following provisions shall apply while Notes of more than one Class are outstanding:

(a) business which, in the opinion of the Representative of the Noteholders, affects only one Class of Notes shall be transacted at a separate Meeting of the holders of the Notes of such Class of Notes;

(b) business which, in the opinion of the Representative of the Noteholders, affects both Classes of Notes shall be transacted either at separate Meetings of the holders of each Class of Notes or at a single Meeting of the holders of both Classes of Notes as the Representative of the Noteholders shall determine in its absolute discretion, provided however that (i) each time that in the opinion of the Representative of the Noteholders there is an actual or potential conflict of interest between the holders of one Class of Notes and the holders of the other Class of Notes, or (ii) an Extraordinary Resolution relating to Basic Terms Modifications shall be taken, in each case the relevant Resolution shall be transacted, proposed and adopted at separate Meetings of the holders of each Class of Notes.

In this subparagraph **business** includes (without limitation) the passing or rejection of any Resolution.

In relation to each Class of Notes:

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

(b) any Ordinary Resolution or Extraordinary Resolution involving any matter other than a Basic Terms Modification that is passed by the holders of the Most Senior Class of Notes (or, if so expressly provided for, the holders of Rated Notes) shall be binding on the holders of the other Classes of Notes irrespective of the effect thereof on their interests;

(c) no Ordinary Resolution or Extraordinary Resolution involving any matter other than a Basic Terms Modification that is passed by the holders of a Class of Notes which is not the Most Senior Class of Notes shall be effective unless it is sanctioned by an Ordinary Resolution or Extraordinary Resolution, as the case may be, of the holders of the Most Senior Class of Notes.

5. ISSUE OF VOTING CERTIFICATES AND BLOCKED VOTING INSTRUCTIONS

In order to provide evidence of its entitlement to attend a Meeting and/or vote in that Meeting (also through a Proxy), any Noteholder shall request to the Monte Titoli Account Holder the issue of Voting Certificates. Should the Noteholder want that the vote is casted in a particular way and that a Proxy votes on its behalf on the relevant Meeting, shall require the Paying Agent (providing it with the relevant Voting Certificate) to issue a Blocked Voting Instruction instructing how the vote shall be casted and the appointed Proxy, in each case by arranging for its Notes to be blocked in an account with a clearing system not later than 48 Hours before the time fixed for the Meeting of the Relevant Class Noteholders.

A Voting Certificate or a Blocked Voting Instruction shall be valid until the conclusion of the Meeting or any adjournment of such Meeting (if any), when the Blocked Notes to which it relates shall be released.

As long as a Voting Certificate or a Blocked Voting Instruction is valid, the bearer of it (in the case of a Voting Certificate) or any Proxy named in it (in the case of a Blocked Voting Instruction) shall be deemed to be the holder of the Blocked Notes to which it relates for all purposes in connection with the Meeting.

6. VALIDITY OF BLOCKED VOTING INSTRUCTIONS

A Blocked Voting Instruction shall be valid only if it is deposited at the office of the Paying Agent, or at some other place approved by the Paying Agent, at least 24 Hours before the time fixed for the Meeting of the Relevant Class Noteholders and, if not deposited before such deadline, the Blocked Voting Instruction shall not be valid unless the Chairman decides otherwise before the Meeting proceeds to business. If the Representative of the Noteholders so requires, a notarised copy of each Blocked Voting Instruction and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Representative of the Noteholders shall not be obliged to investigate the validity of any Blocked Voting Instruction or the authority of any Proxy.

7. CONVENING OF MEETING

The Representative of the Noteholders may convene a Meeting at any time and the Representative of the Noteholders shall be obliged to do so upon the request in writing of:

(a) Noteholders holding not less than one-tenth of the Principal Amount Outstanding of the relevant Class of Notes; or

(b) the Issuer's board of directors or the sole director (as the case may be),

subject in each case to being indemnified and/or secured to its satisfaction.

Every Meeting convened by the Representative of the Noteholders shall be held at such time and place as the Representative of the Noteholders may designate or approve (provided that such place shall be in an EU Member State).

If any of the Noteholders or the Issuer has requested the Representative of the Noteholders to convene the Meeting, they or it shall send a communication in writing to that effect to the Representative of the Noteholders suggesting the day, time and place of the Meeting (provided that shall place shall be in an EU Member State), and specifying the items to be included in the agenda and the full text of any Resolution to be proposed.

Meetings may be held in case Voters are located in different places and are connected via audio-conference or video-conference, *provided that*:

(a) the Chairman can ascertain and verify the identity and legitimacy of those Voters, monitor the Meeting, acknowledge and announce to those Voters the outcome of the voting process;

(b) the person drawing up the minutes can clearly hear the meeting events being the subject-matter of the minutes;

(c) each Voter attending via audio-conference or video-conference can follow and intervene in the discussions and vote the items on the agenda in real time;

(d) the notice of the Meeting expressly states, where applicable, how Voters may obtain the information necessary to attend the relevant Meeting via audio-conference and/or videoconference equipment; and

(e) for the avoidance of doubt, the Meeting is deemed to take place where the Chairman and the person drawing up the minutes will be (provided that such place shall be in an EU Member State).

8. NOTICE

At least 21 (twenty-one) days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be held) specifying the date (falling no later than 30 (thirty) days after the date of delivery of such notice), time, the relevant quorum determined in accordance with paragraph 10 (*Quorum for conducting business at Meetings and majority to pass Resolutions*) and place of the Meeting (provided that such place shall be in an EU Member State) shall be given to the Noteholders and the Paying Agent (with a copy to the Issuer). Any notice to Noteholders shall be given in accordance with Condition 16 (*Notices*). The notice shall set out the full text of any Resolutions to be proposed (unless the Representative of the Noteholders determines - in its absolute discretion - that the notice shall instead specify the nature of the Resolution to be proposed at such Meeting without specifying the full text) and shall state that the Notes must be blocked in an account with a clearing system for the purpose of obtaining Voting Certificates or appointing Proxies (in accordance with the terms of these Rules) not later than 48 Hours before the time fixed for the Meeting.

9. CHAIRMAN OF THE MEETING

Any individual (who may, but need not, be a Noteholder) nominated in writing by the Representative of the Noteholders may take the chair at any Meeting but (i) if no such nomination is made; or (ii) if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present shall elect one

of themselves to take the chair, failing which the Issuer may appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as the Chairman of the original Meeting.

The Chairman co-ordinates matters to be transacted at the Meeting and monitors the fairness of the Meeting's proceedings.

10. QUORUM FOR CONDUCTING BUSINESS AT MEETINGS AND MAJORITY TO PASS RESOLUTIONS

The quorum (*quorum costitutivo*) for conducting business (relating either to an Ordinary Resolution or an Extraordinary Resolution) at any Meeting convened by due notice shall be at least one Voter representing or holding not less than the Relevant Fraction relative to (a) that Class of Notes (in case of a Meeting of one Class of Notes) or (b) all Classes of Notes (in case of a joint Meeting).

The majority (*quorum deliberativo*) for passing an Ordinary Resolution and an Extraordinary Resolution (*quorum deliberativo*) at any Meeting is provided for under paragraph 15 (*Passing for Ordinary Resolution or Extraordinary Resolution*).

11. ADJOURNMENT FOR WANT OF QUORUM

If within 15 (fifteen) minutes after the time fixed for any Meeting the quorum is not present, then:

(a) in the case of a Meeting requested by Noteholders, it shall be dissolved; and

(b) in the case of any other Meeting, it shall be adjourned to such new date (which shall fall not less than 14 (fourteen) days and not more than 42 (forty-two) days after the original date of such Meeting) and to such place as the Chairman determines (provided that such place shall be in an EU Member State); provided, however, that:

  (i) the Meeting shall be dissolved if the Issuer so decides; and

  (ii) no Meeting may be adjourned by resolution of a Meeting that represents less than the Relevant Fraction applicable in the case of Meetings which have been resumed after adjournment for want of quorum.

12. ADJOURNED MEETING

The Chairman may, with the consent of (and shall if directed by) any Meeting, adjourn such Meeting to a new date (which shall fall not less than 14 (fourteen) days and not more than 42 (forty-two) days after the original date of such Meeting) and a new place (provided that such place shall be in an EU Member State), but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

13. NOTICE FOLLOWING ADJOURNMENT

Paragraph 8 (*Notice*) shall apply to any Meeting adjourned for want of quorum save that:

(a) at least 10 (ten) days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be given unless the notice of the original Meeting set the date for a second call, in which case no such notice shall be necessary;

(b) the notice shall specifically set out the quorum determined in accordance with paragraph 10 (*Quorum for conducting business at Meetings and majority to pass Resolutions*) which will apply when the Meeting resumes; and

(c) it shall not be necessary to give notice of the convening of a Meeting which has been adjourned for any other reason.

14. PARTICIPATION

The following may attend and speak at a Meeting:

(a) Voters;

(b) the Issuer or its representative and the Paying Agent;

(c) the directors, internal auditors (*sindaci*) (if appointed) and external auditors (*revisori*) of the Issuer;

(d) the financial advisers to the Issuer;

(e) the legal counsel to each of the Issuer, the Representative of the Noteholders and the Paying Agent;

(f) the Representative of the Noteholders; and

(g) such other person as may be resolved by the Meeting and as may be approved by the Representative of the Noteholders.

15. PASSING OF ORDINARY RESOLUTION OR EXTRAORDINARY RESOLUTION

An Ordinary Resolution is validly passed when the majority of votes cast by the Voters attending the relevant Meeting have been cast in favour of it.

An Extraordinary Resolution is validly passed when the 75 (seventy-five) per cent. of the votes cast by the Voters attending the relevant Meeting have been cast in favour of it.

16. VOTING BY SHOW OF HANDS

Every question submitted to a Meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded pursuant to paragraph 17 (*Voting By Poll*) before or at the time that the result of the show of hands is declared, the Chairman's declaration that on a show of hands a Resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the Resolution.

17. VOTING BY POLL

A demand for a poll shall be valid if it is made by the Chairman, the Issuer, the Representative of the Noteholders or one or more Voters who represent or hold at least one-twentieth of the Principal Amount Outstanding of the relevant Class of Notes.

If at any Meeting a poll is so demanded, it shall be taken in such manner and either at once or after such adjournment as the Chairman directs, and the result of such poll shall be deemed to be the resolution of the Meeting at which the poll was demanded as at the date of the taking of the poll. Notwithstanding the foregoing, the demand for a poll shall not prevent the continuance of the Meeting for the transaction of any business other than the question on which the poll has been demanded.

Any poll demanded at any Meeting on the election of a Chairman or on any question of adjournment shall be taken at the meeting without adjournment.

18. VOTES

Every Voter shall have:

(a) on a show of hands, one vote; and

(b) on a poll, one vote in respect of each Euro 1,000 in principal amount of Note(s) represented by the Voting Certificate produced by such Voter or in respect of which he is a Proxy.

Unless the terms of any Blocked Voting Instruction state otherwise, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same manner.

19. VOTING BY PROXIES

Any vote by a Proxy in accordance with the relevant Blocked Voting Instruction shall be valid even if such Blocked Voting Instruction or any instruction pursuant to which it was given has been amended or revoked, provided that the Paying Agent has not been notified in writing of such amendment or revocation by the time being 24 Hours before the time fixed for the Meeting. Unless revoked, any appointment of a Proxy under a Blocked Voting Instruction in relation to a Meeting shall remain in force in relation to any Meeting resumed following an adjournment except for any appointment of a Proxy in relation to a Meeting which has been adjourned for want of a quorum. Any person appointed to vote at such a Meeting must be re-appointed under a Blocked Voting Instruction to vote at the Meeting when it is resumed.

20. POWERS EXERCISABLE BY AN ORDINARY RESOLUTION

A Meeting shall have the exclusive power exercisable by Ordinary Resolution to determine any matter submitted to the Meeting in accordance with the provisions of these Rules and the Transaction Documents which is not subject to paragraph 21 (*Powers exercisable by an Extraordinary Resolution*) below.

21. POWERS EXERCISABLE BY AN EXTRAORDINARY RESOLUTION

A Meeting shall have exclusive power exercisable by Extraordinary Resolution only to:

(a) approve any Basic Terms Modification;

(b) approve any proposal by the Issuer or the Representative of the Noteholders for any alteration or waiver of the rights of the Noteholders against the Issuer;

(c) waive any breach by the Issuer of its obligations arising under the Transaction Documents or the Notes, or waive a Trigger Event;

(d) approve any amendments of the provisions of (i) these Rules, (ii) the Conditions, (iii) the Intercreditor Agreement, (iv) the Agency and Accounts Agreement, or (v) any other Transaction Document which shall be proposed by the Issuer, the Representative of the Noteholders and/or any other party thereto;

(e) discharge or exonerate, including prior or retrospective discharge or exoneration, the Representative of the Noteholders from any liability in relation to any act or omission for which the Representative of the Noteholders has or may become liable pursuant or in relation to these Rules, the Conditions or any other Transaction Document;

(f) grant any authority, order or sanction and/or give any direction or instruction which, under the provisions of these Rules or of the Conditions or the Transaction Documents, must be granted or given pursuant to an Extraordinary Resolution (including in respect of the delivery of a Trigger Notice, the taking of any enforcement action and/or the disposal of the Portfolio pursuant to the Intercreditor Agreement);

(g) authorise and ratify the actions of the Representative of the Noteholders in compliance with these Rules, the Intercreditor Agreement and any other Transaction Document;

(h) authorise the Representative of the Noteholders or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;

(i) appoint and remove the Representative of the Noteholders; and

(j) authorise or object to individual actions or remedies of Noteholders under paragraph 25 (*Individual actions and remedies*) below.

22. CHALLENGE OF RESOLUTION

Any Noteholder can challenge a Resolution which is not passed in conformity with the provisions of these Rules.

23. MINUTES

Minutes shall be made of all Resolutions and proceedings at each Meeting. The Chairman shall sign the minutes, which shall be conclusive evidence of the resolutions and proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been made and signed shall be deemed to have been duly convened and held and all Resolutions passed or proceedings transacted at such meeting shall be deemed to have been duly passed or transacted.

24. WRITTEN RESOLUTION

A Written Resolution shall take effect as if it were an Extraordinary Resolution or, in respect of matters required to be determined by an Ordinary Resolution, as if it were an Ordinary Resolution.

25. INDIVIDUAL ACTIONS AND REMEDIES

The right of each Noteholder to bring individual actions or seek other individual remedies to enforce his or her rights under the Notes will be subject to the Meeting passing an Extraordinary Resolution authorising such individual action or other remedy. In this respect, the following provisions shall apply:

(a) the Noteholder intending to enforce his or her rights under the Notes will notify the Representative of the Noteholders in writing of his or her intention;

(b) the Representative of the Noteholders will, within 30 (thirty) days of receiving such notification, convene a Meeting of the Noteholders of the relevant Class of Notes or, as the case may be, of all of the Classes of Notes, in accordance with these Rules at the expense of such Noteholder;

(c) if the Meeting does not pass an Extraordinary Resolution authorising the individual enforcement or remedy, the Noteholder will be prevented from seeking such enforcement or remedy (provided that the same matter can be submitted again to a further Meeting after a reasonable period of time has elapsed); and

(d) if the Meeting does pass an Extraordinary Resolution authorising the individual enforcement or remedy, the Noteholder will be permitted to seek such individual enforcement or remedy in accordance with the terms of the Extraordinary Resolution.

No individual action or remedy can be sought by a Noteholder to enforce his or her rights under the Notes unless a Meeting of Noteholders has resolved to authorise such action or remedy and in accordance with the provisions of this paragraph 25.

PART 3

THE REPRESENTATIVE OF THE NOTEHOLDERS

26. APPOINTMENT, REMOVAL AND REMUNERATION

26.1 Appointment

Each appointment of a Representative of the Noteholders must be approved by an Extraordinary Resolution of the Noteholders in accordance with the provisions of this paragraph 26, save in respect of the appointment of the first Representative of the Noteholders which, in accordance with the Intercreditor Agreement, will be Banca Finint.

Each of the Noteholders, by reason of holding the relevant Note(s), will recognise the power of the Representative of the Noteholders, hereby granted, to appoint its own successor and recognise the Representative of the Noteholders so appointed as its representative.

26.2 Identity of the Representative of the Noteholders

The Representative of the Noteholders shall be:

(a) a bank incorporated in any jurisdiction of the European Union or a bank incorporated in any other jurisdiction, in either case provided it is licensed to conduct banking business in Italy; or

(b) any other entity which may be permitted to act in such capacity by any specific provisions of Italian law applicable to the securitisation of monetary rights and/or by any regulations, instructions, guidelines and/or specific approvals issued by the competent Italian supervising authorities.

It is further understood and agreed that directors, auditors, employees (if any) of the Issuer and those who fall in any of the conditions set out in article 2399 of the Italian civil code cannot be appointed as the Representative of the Noteholders.

26.3 Duration of appointment

The Representative of the Noteholders shall be appointed for an unlimited term and can be removed by way of an Extraordinary Resolution of the Noteholders at any time.

26.4 After termination

In the event of a termination of the appointment of the Representative of the Noteholders for any reason whatsoever, such Representative of the Noteholders shall remain in office until acceptance of the appointment by the Issuer of a substitute Representative of the Noteholders designated among the entities indicated in paragraph 26.2 above, and, provided that a Meeting of the Noteholders has not appointed such a substitute within 60 (sixty) days of such termination, such Representative of the Noteholders may appoint such a substitute. The powers and authority of the Representative of the Noteholders whose appointment has

been terminated shall be limited to those necessary for the performance of the essential functions which are required to be complied with in connection with the Notes.

26.5 Remuneration

The Issuer shall pay to the Representative of the Noteholders an annual fee for its services as Representative of the Noteholders as from the date hereof as agreed in a separate fee letter. Such remuneration shall be payable in accordance with the Intercreditor Agreement and the applicable Priority of Payments up to (and including) the date when the Notes have been redeemed in full and/or cancelled in accordance with the Conditions.

In the event of the Representative of the Noteholders considering it necessary or being requested by the Issuer to undertake duties which the Representative of the Noteholders and the Issuer agree to be of an exceptional nature or otherwise outside the scope of the normal duties of the Representative of the Noteholders set out in the Conditions or in these Rules, the Issuer shall pay to the Representative of the Noteholders such additional remuneration as shall be agreed between them. In the event of the Representative of the Noteholders and the Issuer failing to agree upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Representative of the Noteholders hereunder, or upon the amount of such additional remuneration, within 10 (ten) Business Days from the date on which the Representative of the Noteholders serves a written notice on the Issuer notifying it that a duty is of an exceptional nature or otherwise outside the scope of the normal duties of the Representative of the Noteholders and requesting it to pay an additional remuneration, then such matter shall be determined by a merchant bank (acting as an expert and not as an arbitrator) selected by the Representative of the Noteholders and approved by the Issuer or, failing such approval, nominated (on the application of either the Issuer or the Representative of the Noteholders) by a third merchant bank (the expenses involved in such nomination and the fees of such merchant banks being payable by the Issuer) and the determination of any such nominated merchant bank shall be final and binding upon the Representative of the Noteholders and the Issuer.

27. DUTIES AND POWERS

(a) *Legal Representative*

The Representative of the Noteholders is the legal representative of the Organisation of Noteholders subject to and in accordance with the Conditions, these Rules, the Intercreditor Agreement and the other Transaction Documents to which it is a party (together, the **Relevant Provisions**).

(b) *Meetings*

The Representative of the Noteholders may convene a Meeting in order to obtain the authorisation or directions of the Meeting in respect of any action proposed to be taken by the Representative of the Noteholders. The Representative of the Noteholders has the right to attend Meetings. Subject to the Relevant Provisions, the Representative of the Noteholders is responsible for implementing the directions of a Meeting of Noteholders and for representing the interests of the Noteholders of a Class of Notes vis-à-vis the Issuer.

(c) *Conflict of interests*

Each of the Noteholders acknowledges and agrees that, subject to paragraph (d) (*Swap Counterparty Entrenched Rights*) below:

(i) the Representative of the Noteholders shall, as regards the exercise and performance of all powers, authorities, duties and discretion of the Representative of the Noteholders under the Conditions, these Rules and any relevant Transaction Document (except where expressly provided otherwise),

have regard to the interests of the Noteholders and the Other Issuer Creditors, provided that if, in the opinion of the Representative of the Noteholders, there is a conflict between the interests of the Noteholders and the interests of the Other Issuer Creditors, the Representative of the Noteholders will have regard solely to the interests of the Noteholders;

(ii) where the Representative of the Noteholders is required to consider the interests of the Noteholders and, in its opinion, there is a conflict between the interests of the Class A Noteholders, the interests of the Class B Noteholders, the interests of the Class C Noteholders, the interests of the Class D Noteholders and the interests of Class J Noteholders, without prejudice to the provisions of the Rules of the Organisation of the Noteholders concerning the Basic Terms Modifications, the Representative of the Noteholders shall consider only to the interests of the holders of the Most Senior Class of Notes; and

(iii) if at any time there is, in the opinion of the Representative of the Noteholders, a conflict between the interests of the Other Issuer Creditors, then, subject to paragraph (i) above, the Representative of the Noteholders shall have regard to the interests of whichever of the Other Issuer Creditors ranks higher in the applicable Priority of Payments for the payment of the amounts therein specified.

(d) *Swap Counterparty Entrenched Rights*

Notwithstanding any other provision of the Conditions or any other Transaction Documents, no Ordinary Resolution or Extraordinary Resolution may authorise or sanction any Swap Counteparty Entrenched Right, unless the Representative of the Noteholders has received the consent of the Swap Counterparty in relation to it.

(e) *Delegation of powers by the Representative of the Noteholders*

All actions taken by the Representative of the Noteholders in the execution and exercise of its powers and authorities and of the discretions vested in it shall be taken by duly authorised officer(s) for the time being of the Representative of the Noteholders. The Representative of the Noteholders may also, whenever it considers it expedient, whether by power of attorney or otherwise, delegate to any person(s) all or any of its duties, powers, authorities or discretions vested in it as aforesaid. Any such delegation may be made upon such terms and conditions, and subject to such regulations (including power to sub-delegate), as the Representative of the Noteholders may think fit in the interests of the Noteholders, provided that the Representative of the Noteholders shall use all reasonable care in the appointment of any such delegate. The Representative of the Noteholders shall give prior notice to the Issuer and the Rating Agencies of the appointment of any delegate appointed by it and of any renewal, extension or termination of such appointment. Any expense or cost in relation to any such delegation shall be borne by the Representative of the Noteholders.

(f) *Insurance*

The Representative of the Noteholders shall have the power (but not the obligation) to insure against all liabilities, proceedings, claims and demands to which it may become liable and all costs, charges and expenses which may be incurred by it:

(i) as a result of the Representative of the Noteholders acting or failing to act in a certain way (otherwise than by reason of wilful misconduct (*dolo*) or gross negligence (*colpa grave*)); and

(ii) as a result of any act or failure to act by any person to whom the Representative of the Noteholders has delegated any of its trusts, powers, authorities, duties, discretions and obligations or appointed as its agent;

and the Issuer shall, to the extent such insurance does not form part of the normal insurance cover carried by the Representative of the Noteholders for its business activities, pay all insurance premiums and expenses which the Representative of the Noteholders may properly incur in relation to such insurance, subject to the applicable Priority of Payments and provided that such insurance premiums and expenses shall be approved by the Issuer.

(g) *Representation in Insolvency Proceedings*

The Representative of the Noteholders shall be authorised to represent the Noteholders in judicial proceedings, including enforcement proceedings and Insolvency Proceedings against the Issuer in so far as they relate to the Notes and the other Transaction Documents.

(h) *Minor amendments or modifications*

The Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditors, concur with the Issuer and any other relevant parties in making:

(i) any amendment or modification to the Conditions (other than in respect of a Basic Terms Modification) or any of the Transaction Documents which, in the opinion of the Representative of the Noteholders, it may be economically reasonable to make and will not be materially prejudicial to the interests of the holders of the Most Senior Class of Notes; and

(ii) any amendment or modification to these Conditions or to any of the Transaction Documents, if, in the opinion of the Representative of the Noteholders, such amendment or modification is expedient to make, is of a formal, minor or technical nature, is made to correct a manifest error or an error which, in the opinion of the Representative of the Noteholders, is proven or is necessary or desirable for the purposes of clarification.

(i) *Waiver or authorisation of breach*

The Representative of the Noteholders may, without the consent of the Noteholders or any Other Issuer Creditor (other than those which are parties to the relevant Transaction Documents), authorise or waive any proposed breach or breach of the Notes (including a Trigger Event) or of the Intercreditor Agreement or of any other Transaction Document, if, in the opinion of the Representative of the Noteholders, the interests of the holders of the Most Senior Class of Notes will not be materially prejudiced by such authorisation or waiver, provided that the Representative of the Noteholders shall not exercise any of such powers in contravention of any express direction by an Extraordinary Resolution or so as to authorise or waive any proposed breach or breach relating to a Basic Terms Modification.

(j) *Additional modifications*

Notwithstanding the provisions of these Rules, the Representative of the Noteholders shall be obliged, without any consent or sanction of the Noteholders or any of the Other Issuer Creditors (other than the Swap Counterparty), to concur with the Issuer or any other relevant parties in making any modification (other than in respect of a Basic Terms Modification) to the Conditions or any other Transaction Document that the Issuer considers necessary for the purposes of effecting a Base Rate Modification pursuant to Condition 5(d) (*Interest and Class J Variable Return - Fallback provisions*) provided that, solely in circumstances in which the proposed Alternative Base Rate is determined by the Rate Determination Agent on the basis of Condition 5(d)(iii), if, prior to the expiry of the 30 (thirty) day notice period described in Condition 5(d)(iv)(D), the Issuer is notified by the Rated Noteholders representing at least 10 per cent. of the Principal Amount Outstanding of the Rated Notes that they object to the proposed modification, then following such a notification of objection the modification will only be made if it is approved by a resolution of the holders of

the Rated Notes representing at least a majority of the Principal Amount Outstanding of the Rated Notes passed in accordance with these Rules.

In addition, notwithstanding the provisions of these Rules, the Representative of the Noteholders shall be obliged, without any consent or sanction of the Noteholders or any of the Other Issuer Creditors, to concur with the Issuer or any other relevant parties in making any modification (other than in respect of a Basic Terms Modification) to the Conditions or any other Transaction Document that the Issuer considers necessary:

(i) in order to enable the Issuer and/or the Swap Counterparty to comply with any obligation which applies to it under EMIR, provided that the Issuer or the Swap Counterparty, as appropriate, certifies to the Representative of the Noteholders in writing that such modification is required solely for the purpose of enabling it to satisfy such obligation and has been drafted solely to such effect; or

(ii) for so long as the Senior Notes are intended to be held in a manner which will allow for Eurosystem eligibility (the criteria in respect of which are currently set out in the ECB Guideline (EU) 2015/510, as amended), for the purposes of maintaining such eligibility, provided that the Issuer certifies to the Representative of the Noteholders in writing that such modification is required solely for such purpose and has been drafted solely to such effect; or

(iii) for the purposes of complying with the EU Securitisation Regulation, provided that the Issuer certifies to the Representative of the Noteholders in writing that such modification has been advised by a reputable international law firm or, with respect to STS rules, by a firm providing verification services in relation to the Securitisation pursuant to article 28 of the EU Securitisation Regulation, is required solely for such purpose and has been drafted solely to such effect; or

(iv) for the purposes of enabling the Originator to exclude the Receivables from its calculation of risk-weighted exposure amounts and, where relevant, expected loss amounts in accordance with article 244(1)(b) of the CRR, provided that the Issuer certifies to the Representative of the Noteholders in writing that such modification is required solely for such purpose and has been drafted solely to such effect,

(the certificate to be provided by the Issuer pursuant to paragraph (i), (ii), (iii) or (iv) above being a **Modification Certificate**).

The Representative of the Noteholders is only obliged to concur with the Issuer in making any modification for the purposes referred to in paragraph (i), (ii), (iii) or (iv) above if the following conditions have been satisfied (the **Modification Conditions**):

(i) at least 30 (thirty) days' prior written notice of any such proposed modification has been given to the Representative of the Noteholders;

(ii) the Modification Certificate in relation to such modification shall be provided to the Representative of the Noteholders both at the time the Representative of the Noteholders is notified of the proposed modification and on the date that such modification takes effect;

(iii) the Issuer provides the Representative of the Noteholders with such legal opinions as the Representative of the Noteholders considers necessary in connection with the implementation of such modifications;

(iv) the person who proposes such modification pays all fees, costs and expenses (including legal fees) incurred by the Issuer and the Representative of the Noteholders in connection with such modification;

(v) the Issuer certifies to the Representative of the Noteholders (which certification may be in the Modification Certificate) that the proposed modification is not, in the reasonable opinion of the Issuer formed on the basis of due consideration, a modification in respect of a Basic Terms Modification; and

(vi) the Issuer certifies in the Modification Certificate that it has notified each of the Rating Agencies of the proposed modification and the relevant modification would not result in (x) a downgrade, withdrawal or suspension of the then current ratings assigned to the Rated Notes by any Rating Agency or (y) any Rating Agency placing the Rated Notes on rating watch negative (or equivalent);

(v) the Issuer certifies in writing to the Representative of the Noteholders (which certification may be in the Modification Certificate) that, in relation to such modification, the Issuer (or the Paying Agent on its behalf) has provided at least 30 (thirty) days' notice to the Noteholders of each Class of the proposed modification in accordance with Condition 16 (*Notices*) specifying the date and time by which Noteholders must respond and has made available, at the time of publication, the modification documents for inspection at the registered office of the Representative of the Noteholders for the time being during normal business hours; and (II) Noteholders representing at least 10 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes have not contacted the Issuer and the Paying Agent in accordance with the then current practice of the clearing system through which such Notes may be held notifying them by the time specified in such notice that such Noteholders do not consent to the modification.

If Noteholders representing at least 10 per cent. of the Principal Amount Outstanding of the Most Senior Class of Notes have notified the Issuer and the Paying Agent, in accordance with the notice and the then current practice of any applicable clearing system through which such Notes may be held, by the time specified in such notice that they do not consent to the modifications set out in paragraph (i), (ii), (iii) or (iv) above, then such modification will not be made unless an Extraordinary Resolution of the Most Senior Class of Noteholders is passed in favour of such modification in accordance with the Rules of the Organisation of the Noteholders.

Objections made in writing other than through the clearing systems must be accompanied by evidence to the Representative of the Noteholders' satisfaction (having regard to prevailing market practices) of the relevant Noteholder's holding of the Notes.

Any modification made in accordance with this paragraph (j) (*Additional modifications*) shall be binding on all Noteholders and shall be notified by the Issuer (or the Paying Agent on its behalf) without undue delay to each Rating Agency, the Other Issuer Creditors and the Noteholders in accordance with Condition 16 (*Notices*).

The Representative of the Noteholders shall not be obliged to agree to any modification which, in the sole opinion of the Representative of the Noteholders, would have the effect of (i) exposing the Representative of the Noteholders to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protections, of the Representative of the Noteholders in the Transaction Documents and/or the Conditions.

(k) *Advice from experts*

The Representative of the Noteholders shall be entitled to act on the advice, certificate or opinion of or on any information obtained from any lawyer, accountant, banker or other expert whether obtained by the Issuer, the Representative of the Noteholders or otherwise, provided that, where such lawyer, accountant, banker or other expert is appointed by the Representative of the Noteholders, such appointment is made with due care in all the circumstances, and, subject to the aforesaid, the Representative of the Noteholders shall not, in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*), be liable for any damages,

losses, liabilities or expenses incurred by any party as a result of the Representative of the Noteholders so acting. Any such advice, certificate, opinion or information may be sent or obtained by letter, telex, telegram, email, facsimile transmission or cable and, in the absence of wilful misconduct (*dolo*) or gross negligence (*colpa grave*) on the part of the Representative of the Noteholders, the Representative of the Noteholders shall not be liable for acting on any advice, certificate, opinion or information contained in, or purported to be conveyed by, any such letter, telex, telegram, email, facsimile transmission or cable, notwithstanding any error contained therein or the non-authenticity of the same.

(l) *Certificates of Issuer as sufficient evidence*

The Representative of the Noteholders may call for, and shall be at liberty to accept as sufficient evidence of any fact or matter or as to the expediency of any dealing, transaction, step or thing, a certificate duly signed by or on behalf of the sole director or the chairman of the board of directors of the Issuer, as the case may be, and the Representative of the Noteholders shall not be bound, in any such case, to call for further evidence or be responsible for any loss that may be occasioned as a result of acting on such certificate.

(m) *Certificates of Other Issuer Creditors as sufficient evidence*

The Representative of the Noteholders shall be entitled to call for, and to rely upon, a certificate or any letter of confirmation or explanation reasonably believed by it to be genuine of any party to the Intercreditor Agreement, any Other Issuer Creditor in respect of any matter and circumstance for which a certificate is expressly provided for hereunder or under any Transaction Document and it shall not be bound, in any such case, to call for further evidence or be responsible for any loss, liability, costs, damages, expenses or inconvenience that may be incurred by its failing to do so.

(n) *Certificate from Monte Titoli Account Holder or common depository as sufficient evidence*

The Representative of the Noteholders may call for, and shall be at liberty to accept and place full reliance on, as suitable evidence of the facts stated therein, a certificate or letter of confirmation as true and accurate and signed on behalf of any Monte Titoli Account Holder or common depository, as the case may be, as the Representative of the Noteholders considers appropriate, or any form of record made by any of them to the effect that at any particular time, or throughout any particular period, any party hereto is, was or will be shown in its records as entitled to a determined number of Notes.

(o) *Discretion in exercise of rights and powers*

The Representative of the Noteholders, save as expressly otherwise provided herein, shall have absolute and unfettered discretion as to the exercise, or non-exercise, of any right, power and discretion vested in the Representative of the Noteholders by the Conditions, these Rules, the Notes, any Transaction Document or by operation of law and the Representative of the Noteholders shall not be responsible for any loss, costs, damages, expenses or other liabilities that may result from the exercise or non-exercise thereof except insofar as the same are incurred as a result of its wilful misconduct (*dolo*) or gross negligence (*colpa grave*).

(p) *Instructions in respect of discretional matters*

In relation to the matters in respect of which the Representative of the Noteholders is entitled to exercise any of its rights and discretions hereunder, the Representative of the Noteholders is entitled to convene a Meeting of the Noteholders in order to obtain from them instructions upon how the Representative of the Noteholders should exercise such right or discretion. The Representative of the Noteholders shall not be obliged to take any action in respect of the Conditions, these Rules, the Notes or any Transaction Document unless it is indemnified and/or provided with security to its satisfaction against all actions, proceedings, claims and demands which may be brought against it and against all costs, charges, damages, expenses and liabilities which it may incur by taking such action.

(q) *Full reliance on Resolutions of Noteholders*

In connection with matters in respect of which the Noteholders are entitled to direct the Representative of the Noteholders, shall not be liable for acting upon any resolution purported to have been passed at any Meeting of holders of any Class of Notes in respect of which minutes have been drawn up and signed notwithstanding that subsequent to so acting, it transpires that the Meeting was not duly convened or constituted, such resolution was not duly passed or that the resolution was otherwise not valid or binding upon the relevant Noteholders.

(r) *Trigger Event*

The Representative of the Noteholders may determine whether or not a Trigger Event is in its opinion materially prejudicial to the interests of the Noteholders and any such determination shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other party to any of the Transaction Documents.

(s) *Default of the Issuer capable of remedy*

The Representative of the Noteholders may determine whether or not a default in the performance by the Issuer of any obligation under the provisions of the Conditions or contained in the Notes or any other Transaction Documents is capable of remedy and, if the Representative of the Noteholders certifies that any such default is not capable of remedy, such certificate shall be conclusive and binding upon the Issuer, the Noteholders, the Other Issuer Creditors and any other party hereto.

(t) *No Notes held by the Issuer*

The Representative of the Noteholders may assume, without enquiry, that no Notes are for the time being held by, or for the benefit of, the Issuer.

(u) *Acknowledgement of role and functions of the Representative of the Noteholders*

Each Noteholder, by acquiring title to a Note is deemed to agree and acknowledge that:

(i) the Representative of the Noteholders has agreed to become a party to each of the Transaction Documents to which the Issuer is a party only for the purpose of taking the benefit of such Transaction Document and regulating the agreement of amendments to it;

(ii) by virtue of the transfer to it of the relevant Note, each Noteholder shall be deemed to have granted to the Representative of the Noteholders the right to exercise in such manner as the Representative of the Noteholders in its sole opinion deems appropriate, on behalf of such Noteholder, all of that Noteholder's rights under the Securitisation Law in respect of the Portfolio and the other Securitisation Assets;

(iii) the Representative of the Noteholders, in its capacity as agent in the name of and on behalf of the Noteholders of each Class, shall be the only person entitled under these Conditions and under the Transaction Documents to institute proceedings against the Issuer or to take any steps against the Issuer or any of the other parties to the Transaction Documents for the purposes of enforcing the rights of the Noteholders under the Notes of each Class and recovering any amounts owing under the Notes or under the Transaction Documents;

(iv) no Noteholder shall be entitled to proceed directly against the Issuer nor take any steps or pursue any action whatsoever for the purpose of recovering any debts due or owing to it by the Issuer or take, or join in taking, steps for the purpose of obtaining payment of any amount expressed to be payable by

the Issuer or the performance of any of the Issuer's obligations under the Conditions and/or the Transaction Documents or petition for or procure the commencement of insolvency proceedings or the winding-up, insolvency, extraordinary administration or compulsory administrative liquidation of the Issuer or the appointment of any kind of insolvency official, administrator, liquidator, trustee, custodian, receiver or other similar official in respect of the Issuer for any, all, or substantially all the assets of the Issuer or in connection with any reorganisation or arrangement or composition in respect of the Issuer, pursuant to the Consolidated Banking Act or otherwise, unless a Trigger Notice shall have been served or an Issuer Insolvency Event shall have occurred and the Representative of the Noteholders, having become bound so to do, fails to do so within a reasonable period and such failure shall be continuing (provided that any such failure shall not be conclusive *per se* of a default or breach of duty by the Representative of the Noteholders), provided that the Noteholder may then only proceed subject to the provisions of the Conditions and provided that this provision shall not prejudice the right of any Noteholder to prove a claim in the insolvency of the Issuer where such insolvency follows the institution of an insolvency proceedings by a third party;

(v) no Noteholder shall at any time exercise any right of netting, set-off or counterclaim in respect of its rights against the Issuer such rights being expressly waived or exercise any right of claim of the Issuer by way of a subrogation action (*azione surrogatoria*) pursuant to article 2900 of the Italian civil code; and

(vi) the provisions of this paragraph 27 shall survive and shall not be extinguished by the redemption (in whole or in part) and/or cancellation of the Notes and waives to the greatest extent permitted by law any rights directly to enforce its rights against the Issuer.

28. ISSUER TRANSACTION SECURITY

The Representative of the Noteholders, in its capacity as trustee for the benefit of the Noteholders and Other Issuer Creditors, is entitled to enter into the Deed of Charge and any other Security Document relating to the Issuer Transaction Security and to exercise its rights and powers in relation thereto and the security created or purported to be created thereby, in each case on the terms set out in the Deed of Charge, any other Security Document relating to the Issuer Transaction Security and the other Transaction Documents.

29. RESIGNATION OF THE REPRESENTATIVE OF THE NOTEHOLDERS

The Representative of the Noteholders may resign at any time upon giving not less than 3 (three) calendar months' notice in writing to the Issuer without assigning any reason therefore and without being responsible for any costs incurred as a result of such resignation. The resignation of the Representative of the Noteholders shall not become effective until a Meeting of the Noteholders has appointed a new Representative of the Noteholders provided that if a new Representative of the Noteholders has not been so appointed within 60 (sixty) days of the date of such notice of resignation, the Representative of the Noteholders may appoint a successor which is a qualifying entity pursuant to paragraph 26.2 above.

30. EXONERATION OF THE REPRESENTATIVE OF THE NOTEHOLDERS

The Representative of the Noteholders, in its capacity as such, shall not assume any other obligations related to the Securitisation in addition to those expressly provided herein and in the other Transaction Documents to which it is a party.

Without limiting the generality of the foregoing, the Representative of the Noteholders:

(a) *No ascertainment of events*

shall not be under any obligation to take any steps to ascertain whether a Trigger Event or any other event, condition or act, the occurrence of which would cause a right or remedy to become exercisable by the Representative of the Noteholders or any Noteholder under these Rules, the Notes, the Conditions or under any of the other Transaction Documents has happened and, until it shall have actual knowledge or express notice to the contrary, the Representative of the Noteholders shall be entitled to assume that no a Trigger Event or such other event, condition or act has occurred;

(b) *No monitoring duties*

shall not be under any obligation to monitor or supervise the observance or performance by the Issuer or any other Transaction Party of the provisions of, and their obligations under, these Rules, the Notes, the Conditions or any other Transaction Document, and, until it shall have actual knowledge or express notice to the contrary, it shall be entitled to assume that the Issuer and each such other party is observing and performing all such provisions and obligations;

(c) *Collection and payment services*

shall not be deemed to be a person responsible for the collection, cash and payment services (*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*) for the purposes of article 2, paragraph 6, of the Securitisation Law and the relevant implementing regulations from time to time in force including, without limitation, the relevant guidelines of the Bank of Italy;

(d) *No notices related to the Securitisation*

except as expressly required under the Transaction Documents, shall not be under any obligation to give notice to any person of the execution of these Rules, the Notes, the Conditions or any of the Transaction Documents or any transaction contemplated hereby or thereby;

(e) *No investigation duties*

shall not be responsible for, or for investigating, the legality, validity, effectiveness, adequacy, suitability or genuineness of these Rules, the Notes, the Conditions, any Transaction Document, or any other document, or any obligation or rights created or purported to be created hereby or thereby or pursuant hereto or thereto, and (without prejudice to the generality of the foregoing) it shall not have any responsibility for, or have any duty to make any investigation in respect of, or in any way be liable whatsoever for: (i) the nature, status, creditworthiness or solvency of the Issuer or any other Transaction Party; (ii) the existence, accuracy or sufficiency of any legal or other opinions, searches, reports, certificates, valuations or investigations delivered or obtained or required to be delivered or obtained at any time in connection herewith or with any Transaction Document; (iii) the suitability, adequacy or sufficiency of any collection or recovery procedures operated by the Sub-Servicer or compliance therewith; (iv) the failure by the Issuer to obtain or comply with any licence, consent or other authority in connection with the purchase or administration of the Receivables; (v) any accounts, books, records or files maintained by the Issuer, the Master Servicer, the Sub-Servicer, the Paying Agent or any other person in respect of the Receivables; or (vi) any matter which is the subject of any recitals, statements, warranties or representations of any party, other than the Representative of the Noteholders contained herein or in any Transaction Document;

(f) *Use of proceeds*

shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Notes or the distribution of any of such proceeds to the persons entitled thereto;

(g) *Rights and title to the Receivables*

shall not be bound or concerned to examine, or enquire into, or be liable for any defect or failure in the right or title of the Issuer to the Receivables or any part thereof, whether such defect or failure was known to the Representative of the Noteholders or might have been discovered upon examination or enquiry, or whether capable of remedy or not;

(h) *No registration duties*

shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of, or otherwise protecting or perfecting, these Rules, the Notes or any Transaction Document;

(i) *No insurance obligations*

shall not be under any obligation to insure the Loans, the Receivables or any part thereof;

(j) *No responsibility for calculations and payments*

shall not be responsible for (except as otherwise provided in the Conditions or in the Transaction Documents) making or verifying any determination or calculation in respect of the Receivables, the Notes and any other payment to be made in accordance with the applicable Priority of Payments;

(k) *No regard of domicile of Noteholders*

shall not have regard to the consequences of any modification or waiver of these Rules, the Notes, the Conditions or any of the Transaction Documents for individual Noteholders or any relevant persons resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to, the jurisdiction of any particular territory;

(l) *Effect of amendments*

shall not be under any obligation to consider the effect of any amendment of these Rules, the Conditions or any of the Transaction Documents on the financial condition of individual Noteholders or any other Transaction Party;

(m) *No disclosure of information*

shall not (unless and to the extent ordered so to do by a court of competent jurisdiction) be under any obligation to disclose to any Noteholder, any Other Issuer Creditor or any other person any confidential, financial, price sensitive or other information made available to the Representative of the Noteholders by the Issuer or any other person in connection with these Rules, the Notes or any other Transaction Document, and none of the Noteholders, Other Issuer Creditors nor any other person shall be entitled to take any action to obtain from the Representative of the Noteholders any such information; and

(n) *Rating*

shall have no responsibility for the maintenance of any rating of the Rated Notes by the Rating Agencies or any other credit or rating agency or any other person.

The Representative of the Noteholders shall be entitled to assume, for the purposes of exercising any power, authority, duty or discretion under or in relation to these Rules that such exercise will not be materially prejudicial to the interests of the Rated Noteholders or, as the case may be, the holders of the Most Senior Class of Notes if, along with other factors, it has accessed the view of, and, in any case, with prior written notice to, the Rating Agencies, and as ground to believe that the then current rating of the Rated Notes would not be adversely affected by such exercise. If the Representative of the Noteholders, in order properly to

exercise its rights or fulfil its obligations, deems it necessary to obtain the views of the Rating Agencies as to how a specific act would affect any outstanding rating of the Rated Notes or any Class thereof, the Representative of the Noteholders shall inform the Issuer, which will have to obtain the valuation at its expense on behalf of the Representative of the Noteholders unless the Representative of the Noteholders which to seek and obtain such valuation itself at the cost of the Issuer.

Any consent or approval given by the Representative of the Noteholders under these Rules, the Notes, the Conditions or any other Transaction Document may be given on such terms and subject to such conditions (if any) as the Representative of the Noteholders thinks fit and, notwithstanding anything to the contrary contained herein, in the Conditions or in any Transaction Document, such consent or approval may be given retrospectively.

No provision of these Rules, the Notes, the Conditions or any Transaction Document shall require the Representative of the Noteholders to do anything which may be illegal or contrary to applicable law or regulations, or expend or risk its own funds, or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of any of its powers or discretions, and the Representative of the Noteholders may refrain from taking any action if it has reasonable grounds to believe that it will not be reimbursed for any funds, or that it will not be indemnified against any loss or liability which it may incur as a result of such action.

31. INDEMNITY

It is hereby acknowledged that the Issuer has covenanted and undertaken under the Intercreditor Agreement to reimburse, pay or discharge (on a full indemnity basis) all duly documented costs, liabilities, losses, charges, expenses, damages, actions, proceedings, claims and demands (including, without limitation, legal fees and any applicable value added tax or similar tax) properly incurred by or made against the Representative of the Noteholders or by any person to whom the Representative of the Noteholders has delegated any power, authority or discretion or any appointee thereof, in relation to the preparation and execution of, the exercise or the purported exercise of, its powers, authority and discretion and performance of its duties under and in any other manner in relation to these Rules, the Notes, the Conditions, the Intercreditor Agreement or any other Transaction Document, including but not limited to properly incurred legal expenses, reasonable travelling expenses and any reasonable attorney's fees, stamp, issue, registration, documentary and other taxes or duties due to be paid by the Representative of the Noteholders in connection with any action and/or legal proceedings brought against or contemplated by the Representative of the Noteholders pursuant to these Rules, the Notes, the Conditions or any Transaction Document, or against the Issuer or any other person for enforcing any obligations under these Rules, the Notes or the Transaction Documents, other than as a result of wilful misconduct (*dolo*) or gross negligence (*colpa grave*) on the part of the Representative of the Noteholders.

32. LIABILITY

Notwithstanding any other provision of these Rules, the Representative of the Noteholders shall not be liable for any act, matter or thing done or omitted in any way in connection with the Transaction Documents, the Notes or these Rules except in relation to its own gross negligence (*colpa grave*) or wilful default (*dolo*).

PART 4

THE ORGANISATION OF NOTEHOLDERS UPON SERVICE OF A TRIGGER NOTICE AND/OR OCCURRENCE OF AN ISSUER INSOLVENCY EVENT AND/OR A SPECIFIED EVENT

33. POWERS

Each of the Noteholders, by reason of holding the relevant Note(s), recognises that, pursuant to the Intercreditor Agreement, the Representative of the Noteholders, has been irrevocably appointed as from the date of execution of the Intercreditor Agreement and with effect on the date on which the Notes will become due and payable following the service of a Trigger Notice or the occurrence of an Issuer Insolvency Event, as exclusive, true and lawful agent (*mandatario con rappresentanza*), of the Noteholders and the Other Issuer Creditors to, including without limitation, receive on their behalf from the Issuer any and all monies payable by the Issuer to the Noteholders and the Other Issuer Creditors from and including the date on which the Notes will become due and payable, such monies to be applied in accordance with the Post-Acceleration Priority of Payments.

In particular, the Representative of the Noteholders shall be authorised to:

(a) exercise all and any of their rights under the Securitisation Law in respect of the Portfolio and the available Collections and all amounts and/or other assets of the Issuer deriving from the Portfolio and the other Securitisation Assets, if any;

(b) receive on their behalf all moneys resulting from the action under paragraph (a) above or otherwise payable by the Issuer to the Noteholders and the Other Issuer Creditors, such moneys to be applied by the Representative of the Noteholders in accordance with the applicable Priority of Payments;

(c) following the occurrence of an Issuer Insolvency Event only, deal with the insolvency procedure (including the filing of any claim for payment) and to receive on their behalf from the procedure any and all monies payable by the insolvency receiver to any of the Issuer Creditors and to apply such monies in accordance with the Post-Acceleration Priority of Payments; and

(d) do any act, matter or thing which it considers necessary to exercise or protect the Noteholders and the Other Issuer Creditors' rights under any of the Transaction Documents.

In addition, the Representative of the Noteholders, in its capacity as true and lawful agent (*mandatario con rappresentanza*) of the Issuer in the interest, and for the benefit of, the Noteholders and the Other Issuer Creditors pursuant to article 1411 and article 1723, second paragraph of the Italian civil code, will be authorised, pursuant to the terms of the Intercreditor Agreement, to exercise, upon delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or a Specified Event, in the name and on behalf of the Issuer any and all of the Issuer's rights, including the right to give directions and instructions to the relevant parties to the Transaction Documents. In particular, the Representative of the Noteholders will be entitled, until the Notes have been redeemed in full and/or cancelled in accordance with the Conditions:

(a) to request the Account Bank, the Custodian (if any) and the Deposit Account Bank (if any), to transfer all monies or securities, as the case may be, standing to the credit of each of the Accounts to replacement accounts opened for such purpose by the Representative of the Noteholders with the same or a replacement Account Bank, Custodian (if any) or Deposit Account Bank (if any) (in each case being an Eligible Institution);

(b) to require performance by any Issuer Creditor of its obligations under the relevant Transaction Document to which such Issuer Creditor is a party, to bring any legal actions and exercise any remedies in the name and on behalf of the Issuer that are available to the Issuer under the relevant

Transaction Document against such Issuer Creditor in case of failure to perform and generally to take such action in the name and on behalf of the Issuer as the Representative of the Noteholders may deem necessary to protect the interests of the Issuer, the Noteholders and the Other Issuer Creditors in respect of the Portfolio and the other Securitisation Assets;

(c) to instruct the Sub-Servicer in respect of the recovery of any amounts due under the Portfolio or in relation to any other Securitisation Asset;

(d) to take possession, as an agent of the Issuer and to the extent permitted by applicable laws, of all available Collections (by way of a power of attorney granted under the terms of the Intercreditor Agreement), to dispose of the Portfolio in accordance with clause 9.2 (*Disposal of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event*) of the Intercreditor Agreement and to apply the proceeds in accordance with the Post-Acceleration Priority of Payments and subject to the provisions thereof;

(e) to distribute the monies from time to time standing to the credit of the Accounts and such other accounts as may be opened by the Representative of the Noteholders pursuant to paragraph (a) above to the Noteholders and the Other Issuer Creditors in accordance with the applicable Priority of Payments;

(f) to exercise any other rights and powers set out in clause 7.3 (*Appointment by the Issuer - Issuer's Mandate*) of the Intercreditor Agreement.

PART 5

GOVERNING LAW AND JURISDICTION

34. GOVERNING LAW AND JURISDICTION

These Rules are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to these Rules, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

THE ACCOUNTS

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

The Issuer may also open (i) with a Custodian the Securities Account and the Swap Securities Collateral Account, and (ii) with a Deposit Account Bank, the Commingling and Set-Off Guarantee Deposit Account.

Each of the Account Bank, the Custodian (if any) and the Deposit Account Bank (if any) shall at all times be an Eligible Institution.

The Issuer has also opened with Banca Finint the Quota Capital Account, into which its contributed quota capital has been deposited.

Set out below is a description of credits and debits on the Accounts.

1. COLLECTION ACCOUNT

(a) *Credit*:

(i) on the Issue Date, all Collections received or recovered in respect of the Portfolio from the Valuation Date (included) until the Issue Date (excluded) shall be credited to the Collection Account;

(ii) on the Issue Date, any amount remaining on the Payments Account after making all payments or transfer due on that date shall be transferred from the Payments Account into the Collection Account;

(iii) save as provided for in paragraph (i) above, within 2 (two) Business Days following the receipt or reconciliation thereof, as the case may be, in accordance with the Sub-Servicing Agreement, all Collections received or recovered by or on behalf of the Issuer in respect of the Portfolio shall be credited to the Collection Account;

(iv) any other amount received by the Issuer in respect of the Portfolio (including any proceeds deriving from the repurchase by the Originator of individual Receivables pursuant to the Transfer Agreement, any proceeds deriving from the sale of individual Defaulted Receivables pursuant to the Sub-Servicing Agreement and any amount paid by the Originator to the Issuer pursuant to the Warranty and Indemnity Agreement, but excluding any amount which is expressed to be credited to another Account) shall be credited to the Collection Account;

(v) on any Payment Date, any amount allocated under item (xxii) (*twenty-second*) of the Pre-Acceleration Priority of Payments shall be credited to the Collection Account;

(vi) on any Payment Date, any amount allocated under item (xxvi) (*twenty-sixth*) of the Pre-Acceleration Priority of Payments or item (xviii) (*eighteenth*) of the Post-Acceleration Priority of Payments shall be credited to the Collection Account;

(vii) all amounts on account of principal, interest, premium or other profit deriving from the Eligible Investments made using funds standing to the credit of the Collection Account shall be credited to the Collection Account;

(viii) any other amount received by the Issuer under the Transaction Documents which is not expressed to be paid into another Account shall be credited to the Collection Account; and

(ix) any interest accrued from time to time on the balance of the Collection Account shall be credited to the Collection Account.

(b) *Debit*:

(i) in accordance with the provisions of the Agency and Accounts Agreement, the amounts standing to the credit of the Collection Account shall be made available by the Account Bank, if so directed by the Issuer (acting upon written instructions of the Sub-Servicer), so as to permit the Custodian (if any), if so directed by the Issuer (acting upon written instructions of the Sub-Servicer), to settle Eligible Investments;

(ii) upon written instructions of the Issuer (as directed by the Sub-Servicer), any sum to be returned to the Sub-Servicer outside the Priority of Payments pursuant to the Sub-Servicing Agreement if written notice is given within the same Collection Period that such sum has been erroneously transferred to the Issuer or a Collection has remained unpaid (*insoluto*) after its transfer to the Issuer;

(iii) prior to the occurrence of a Commingling and Set-Off Guarantor Termination Event, if the Issuer receives or recovers from the Originator or the Sub-Servicer any sum in respect of which a Relevant Amount has been previously paid by the Commingling and Set-Off Guarantor, an amount equivalent to such sum shall be paid to the Commingling and Set-Off Guarantor outside the Priority of Payments;

(iv) following the occurrence of a Commingling and Set-Off Guarantor Termination Event, if the Issuer receives or recovers from the Originator or the Sub-Servicer any sum in respect of which a Relevant Amount has been previously drawn from the Commingling and Set-Off Guarantee Deposit Account, an amount equivalent to such sum shall be transferred from the Collection Account into the Commingling and Set-Off Guarantee Deposit Account; and

(v) 2 (two) Business Days prior to each Payment Date, the Issuer Available Funds then standing to the credit of the Collection Account shall be transferred into the Payments Account.

2. CASH RESERVE ACCOUNT

(a) *Credit*:

(i) on the Issue Date, an amount equal to the Cash Reserve Initial Amount shall be transferred from the Payments Account into the Cash Reserve Account;

(ii) on each Payment Date up to (but excluding) the earlier of (A) the Payment Date following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, and (B) the Payment Date on which the Rated Notes will be redeemed in full and/or cancelled, an amount necessary to bring the balance of the Cash Reserve Account up to (but not exceeding) the Cash Reserve Required Amount shall be credited to the Cash Reserve Account in accordance with the Pre-Acceleration Priority of Payments;

(iii) all amounts on account of principal, interest, premium or other profit deriving from the Eligible Investments made using funds standing to the credit of the Cash Reserve Account shall be credited to the Cash Reserve Account; and

(iv) any interest accrued from time to time on the Cash Reserve Amount shall be credited to the Cash Reserve Account.

(b) *Debit*:

(i) in accordance with the provisions of the Agency and Accounts Agreement, the amounts standing to the credit of the Cash Reserve Account shall be made available by the Account Bank, if so directed by the Issuer (acting upon written instructions of the Sub-Servicer), so as to permit the Custodian (if any), if so directed by the Issuer (acting upon written instructions of the Sub-Servicer), to settle Eligible Investments; and

(ii) 2 (two) Business Days prior to each Payment Date, the Issuer Available Funds then standing to the credit of the Cash Reserve Account shall be transferred into the Payments Account.

3. EXPENSES ACCOUNT

(a) *Credit*:

(i) on the Issue Date, an amount equal to the Retention Amount shall be transferred from the Payments Account into the Expenses Account;

(ii) on each Payment Date, an amount necessary to bring the balance of the Expenses Account up to (but not exceeding) the Retention Amount shall be credited to the Expenses Account in accordance with the applicable Priority of Payments; and

(iii) any interest accrued from time to time on the balance of the Expenses Account shall be credited to the Expenses Account.

(b) *Debit*:

(i) during each Interest Period, the amounts standing to the credit of the Expenses Account shall be used to pay the Expenses falling due in the relevant Interest Period;

(ii) after the Payment Date on which the Notes have been redeemed in full and/or cancelled, the amounts remaining on the Expenses Account shall be used to pay any known Expenses not yet paid and any Expenses falling due after such Payment Date.

4. SECURITIES ACCOUNT (IF ANY)

(a) *Credit*:

the Eligible Investments consisting of securities settled by the Custodian (if any) if so directed by the Issuer (acting upon written instructions of the Sub-Servicer) using the amounts from time to time standing to the credit of the Collection Account and the Cash Reserve Account shall be deposited into the Securities Account; and

(b) *Debit*:

the Eligible Investments consisting of securities to be liquidated pursuant to the provisions of the Agency and Accounts Agreement shall be transferred out of the Securities Account.

5. PAYMENTS ACCOUNT

(a) *Credit*:

(i) on the Issue Date, net proceeds of the issuance of the Notes (to the extent not subject to set-off with the amounts due to the Originator as Purchase Price for the Portfolio pursuant to the Transfer Agreement) shall be credited to the Payments Account;

(ii) 2 (two) Business Days prior to each Payment Date, the amounts to be transferred from the Collection Account and the Cash Reserve Account into the Payments Account shall be credited to the Payments Account;

(iii) upon receipt thereof, the proceeds deriving from the disposal (if any) of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of early redemption of the Notes pursuant to Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*) shall be credited to the Payments Account; and

(iv) upon receipt thereof, the Regulatory Mezzanine Loan Disbursement Amount shall be credited to the Payments Account;

(v) all amounts payable to the Issuer under or in relation to the Swap Agreement in respect of such Payment Date (other than any early termination amount or Replacement Swap Premium and any Swap Collateral, Swap Tax Credits, Excess Swap Collateral, or any other amount standing to the credit of the Swap Cash Collateral Account);

(vi) upon the termination of the Swap Agreement, any remaining amounts and/or securities standing to the credit of the Swap Collateral Accounts may be withdrawn (and liquidated, where applicable) and paid into the Payments Account pursuant to paragraph 6(b)(ii)(C) below and will then form part of the Issuer Available Funds;

(vii) any amount paid by the Commingling and Set-Off Guarantor or drawn from the Commingling and Set-Off Guarantee Deposit Account under the Commingling and Set-Off Guarantee in respect of any Payment Date shall be credited to the Payments Account;

(viii) any interest accrued from time to time on the balance of the Payments Account shall be credited to the Payments Account.

(b) *Debit*:

(i) on the Issue Date, the amounts due to the Originator as Purchase Price for the Portfolio pursuant to the Transfer Agreement (to the extent not subject to the set-off with the subscription monies due by Fiditalia as Junior Notes Subscriber pursuant to the Junior Notes Subscription Agreement) shall be paid out of the Payments Account;

(ii) on the Issue Date, an amount equal to the Cash Reserve Initial Amount shall be transferred into the Cash Reserve Account;

(iii) on the Issue Date, an amount equal to the Retention Amount shall be transferred into the Expenses Account;

(iv) on the Issue Date, any amount remaining after making payments due under paragraphs from (i) to (iii) (inclusive) above shall be transferred into the Collection Account;

(v) 1 (one) Business Day prior to each Payment Date, an amount equal to the amount of principal and interest due in respect of the Notes, as well as Class J Variable Return (if any)

due on the Class J Notes, on the relevant Payment Date shall be transferred to the Paying Agent (to the extent that the Paying Agent and the Account Bank are not the same entity); and

(vi) save as provided for in paragraph (v) above, on each Payment Date, all payments to be made in accordance with the applicable Priority of Payments, as specified in the relevant Payments Report, shall be made out of the Payments Account.

6. SWAP COLLATERAL ACCOUNTS

(a) *Credit*:

(i) any Swap Collateral consisting of cash shall be credited to the Swap Cash Collateral Account; and

(ii) any Swap Collateral consisting of securities shall be deposited into the Swap Securities Collateral Account (if any).

(b) *Debit*:

(i) prior to the termination of the Swap Agreement, all amounts and/or securities standing to the Swap Collateral Accounts which the Swap Counterparty is entitled to under the terms of the Swap Agreement (including as a result of changes in the value of the collateral and/or the Swap Agreement) shall be returned to the Swap Counterparty;

(ii) following the termination of the Swap Agreement:

(A) the amounts and/or securities standing to the credit of the Swap Collateral Accounts, which exceed the termination amount (if any) that would have otherwise been payable by the Swap Counterparty to the Issuer had the Swap Collateral not been provided pursuant to the Swap Agreement, may be withdrawn from the Swap Collateral Accounts and paid and/or returned exclusively in or towards satisfaction of the amounts (if any) that are due and payable to the Swap Counterparty pursuant to the Swap Agreement (including, for the avoidance of doubt, the repayment of any Swap Collateral posted in accordance with and subject to the Swap Agreement), irrespective of the applicable Priority of Payments;

(B) after application in accordance with paragraph (A) above, any remaining amounts and/or securities standing to the credit of the Swap Collateral Accounts, together with any amount paid by the Swap Counterparty to the Issuer upon such termination, shall first be applied by the Issuer towards any payment of any Replacement Swap Premium payable to a replacement swap counterparty for it entering into a replacement swap agreement with the Issuer on substantially the same terms as the Swap Agreement. To the extent that such remaining amounts and/or securities standing to the credit of the Swap Collateral Accounts, together with any amount paid by the Swap Counterparty to the Issuer upon the termination of the Swap Agreement, are greater than the Replacement Swap Premium or no such Replacement Swap Premium is required to be made to a replacement swap counterparty, such remaining amounts and/or securities shall be applied, after payment of any such Replacement Swap Premium, against any amount payable by the Issuer to the Swap Counterparty upon the termination of the Swap Agreement (including, for the avoidance of doubt, the repayment of any Swap Collateral posted

in accordance with and subject to the Swap Agreement), irrespective of the applicable Priority of Payments; and

(C) after application in accordance with paragraphs (A) and (B) above and to the extent only that there are no further amounts payable by the Issuer to the Swap Counterparty upon the termination of the Swap Agreement, (A) any remaining amounts and/or securities standing to the credit of the Swap Collateral Accounts may be withdrawn (and liquidated, where applicable) and paid into the Payments Account and will then form part of the Issuer Available Funds, and (B) any amount remaining from any amount paid by the Swap Counterparty to the Issuer upon the termination of the Swap Agreement shall remain in the Payments Account and will then form part of the Issuer Available Funds.

7. COMMINGLING AND SET-OFF GUARANTEE DEPOSIT ACCOUNT

(a) *Credit*:

(i) following the occurrence of a Commingling and Set-Off Guarantor Termination Event, if the Commingling and Set-Off Guarantor is required to deposit the Commingling and Set-Off Guarantee Deposit into the Commingling and Set-Off Guarantee Deposit Account pursuant to the terms of the Commingling and Set-Off Guarantee, the Commingling and Set-Off Guarantee Deposit shall be posted by the Commingling and Set-Off Guarantor on the Commingling and Set-Off Guarantee Deposit Account;

(ii) following the occurrence of a Commingling and Set-Off Guarantor Termination Event, if the Issuer receives or recovers from the Originator or the Sub-Servicer any sum in respect of which a Relevant Amount has been previously drawn from the Commingling and Set-Off Guarantee Deposit Account, an amount equivalent to such sum shall be transferred from the Collection Account into the Commingling and Set-Off Guarantee Deposit Account; and

(iii) any interest accrued from time to time on the balance of the Commingling and Set-Off Guarantee Deposit Account shall be credited to the Commingling and Set-Off Guarantee Deposit Account.

(b) *Debit*:

(i) the Relevant Amount shall be drawn from the Commingling and Set-Off Guarantee Deposit Account in order to satisfy the relevant Guaranteed Obligation pursuant to the terms of the Commingling and Set-Off Guarantee;

(ii) any interest accrued on the amounts standing to the credit of the Commingling and Set-Off Guarantee Deposit Account and credited thereto shall be paid by the Beneficiary to the Commingling and Set-Off Guarantor outside the Priority of Payments by not later than 5 (five) Business Days after the date of the relevant credit;

(iii) on each Payment Date, any amounts then standing to the credit of the Commingling and Set-Off Guarantee Deposit Account in excess of the then applicable Maximum Guaranteed Amount shall be repaid to the Commingling and Set-Off Guarantor outside the Priority of Payments; and

(iv) on the Final Maturity Date or, if earlier, upon the occurrence of any of the following events: (i) the Rated Notes have been redeemed in full; or (ii) the Commingling and Set-Off Guarantor regains the status of Eligible Commingling and Set-Off Guarantor; or (iii) a

replacement guarantee is obtained with an Eligible Commingling and Set-Off Guarantor; or (iii) one of the Commingling and Set-Off Guarantee Termination Events has occurred, all sums then deposited into the Commingling and Set-Off Guarantee Deposit Account shall be repaid to the Commingling and Set-Off Guarantor outside the Priority of Payments.

TAXATION IN THE REPUBLIC OF ITALY

The statements herein regarding taxation are based on the relevant practice and the laws in force in Italy as at the date of this Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

The following summary will not be updated by the Issuer after the Issue Date to reflect changes in laws after the Issue Date and, if such a change occurs, the information in this summary could become invalid. Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Notes.

Italian legal concepts may not be identical to the concepts described by the same English term as they exist under terms of different jurisdictions and any legal concept expressed by using the relevant Italian term shall prevail over the corresponding concept expressed in English terms.

Tax treatment of Notes

Under the current legislation, pursuant to article 6 of the Securitisation Law, and pursuant to Legislative Decree no. 239 of 1 April 1996, as subsequently amended and restated (**Decree 239**), where the holder of the Notes is the beneficial owner of payments of interest, premium and other income (including any difference between the redemption amount and the issue price, hereinafter collectively referred to as **Interest**) under the Notes and is:

(i) an individual not engaged in an entrepreneurial activity to which the Notes are connected;

(ii) a partnership (other than a *società in nome collettivo* or *società in accomandita semplice* or similar partnership) or a *de facto* partnership not carrying out commercial activities (*società semplice*) or professional association;

(iii) a non-commercial public or private institution (other than companies), a trust not carrying out mainly or exclusively commercial activities; or

(iv) an investor exempt from Italian corporate income taxation,

Interest relating to the Notes and accrued during the relevant holding period is subject to a withholding tax, referred to as *imposta sostitutiva*, levied at the rate of 26 per cent. (either when Interest is paid or when payment thereof is obtained by the holder on a sale of the Notes), unless the relevant holder of the Notes has entrusted the management of his financial assets, including the Notes, to an authorised intermediary and has opted for the so called "*regime del risparmio gestito*" (the **Asset Management Regime**) according to article 7 of Italian Legislative Decree no. 461 of 21 November 1997, as amended (the **Decree 461**) (see sub section headed "*Capital gains tax*" below) or has included the Notes in a long-term savings accounts (*piano individuale di risparmio a lungo termine*) to the extent permitted under the applicable law.

If the holder of the Notes described under (i) and (iii) above is engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional income tax. Interest will be included in the relevant beneficial owner's Italian income tax return and will be subject to Italian ordinary income taxation and the *imposta sostitutiva* may be recovered as a deduction from Italian income tax due.

Subject to certain conditions (including a minimum holding period requirement) and limitation, Interest relating to the Notes may be exempt from any income taxation (including from the 26 per cent. *imposta sostitutiva*) if the Noteholders are Italian resident individuals not engaged in entrepreneurial activity and the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth under Italian law.

Where (a) an Italian resident Noteholder is (i) a company or a similar commercial entity, or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected, and (ii) the beneficial owners of payments of Interest on the Notes and (b) the Notes are deposited with an authorised Intermediary (as defined below), Interest from the Notes will not be subject to *imposta sostitutiva* but must be included in the relevant Noteholder's income tax return and are therefore subject to general Italian corporate taxation (and, in certain circumstances, depending on the status of such Noteholder, also to regional tax on productive activities - **IRAP**).

Payments of interest deriving from the Notes made to Italian resident real estate investment funds and Italian resident real estate investment companies with fixed capital established pursuant to article 37 of the Legislative Decree no. 58 of 25 February 1998, as amended and supplemented, or article 15-*bis* of Law no. 86 of 25 January 1994 (*società di investimento a capitale fisso*, **Real Estate SICAFs**, and, together with the Italian real estate investment funds, the **Real Estate Funds**) are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of such Real Estate Funds, provided that the Real Estate Fund is the beneficial owner of the Interest payments under the Notes and the Notes, together with the relevant coupons, are timely deposited with an authorised Intermediary (as defined below). A withholding tax may apply in certain circumstances at the rate of up to 26 per cent. on distributions made by a Real Estate Fund or upon redemption or sale of the units or shares in the Real Estate Fund and, in certain cases, a tax transparency regime may apply in respect of certain categories of investors in a Real Estate Fund owning more than 5 per cent. of the Real Estate Fund's units or shares.

Where an Italian resident Noteholder is an open-ended or a closed-ended investment fund (other than a Real Estate Fund), an investment company with variable capital (*società di investimento a capitale variabile* (**SICAV**) (other than a Real Estate Fund), an investment company with fixed capital (**SICAF**) other than a Real Estate SICAF (together, the **Funds**) and either (i) the Fund or (ii) its manager is subject to the supervision of a regulatory authority and the Notes are deposited with an authorised Intermediary (as defined below), payments of Interest on such Notes beneficially owned by the Fund will not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund. The Fund will not be subject to taxation on such result, but a withholding tax of 26 per cent. may in certain circumstances apply to distributions made in favour of unitholders or shareholders or in case of redemption or sale of the units or shares in the Fund (the **Collective Investment Fund Withholding Tax**).

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by article 17 of Legislative Decree no. 252 of 5 December 2005) and the Notes are deposited with an authorised Intermediary (as defined below), payments of Interest relating to the Notes beneficially owned by the pension fund and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of each tax period, subject to a 20 per cent. annual *imposta sostitutiva* (the **Pension Fund Tax**) on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Notes). Subject to certain conditions (including a minimum holding period requirement) and limitations, Interest relating to the Notes may be excluded from the taxable base of the Pension Fund Tax if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth under Italian law.

Pursuant to Decree 239, *imposta sostitutiva* is applied by Italian resident banks, *società di intermediazione mobiliare* (so called **SIMs**), fiduciary companies, asset management companies (*società di gestione del risparmio*), stock brokers and other qualified entities identified by a decree of the Ministry of Finance or

Italian permanent establishemtn of equivalent foreign entities (together the **Intermediaries** and each an **Intermediary**). An Intermediary must (a) be (i) resident in Italy, (ii) a permanent establishment in Italy of a non-Italian resident Intermediary or (iii) an entity or a company not resident in Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of Italian Ministry of Finance having appointed an Italian representative for the purposes of Decree 239, and (b) intervene, in any way, in the collection of Interest or, also as transferees, in transfers or disposals of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes and the relevant coupons are not deposited with an Intermediary meeting the requirements under (a) and (b) above, the *imposta sostitutiva* is applied and withheld by any Italian intermediary paying Interest to the holders of the Notes or, absent that, by the Issuer and gross recipients that are Italian resident corporations or permanent establishement in Italy of foreign corporations to which the Notes are effectively connected are entitled to deduct the suffered *imposta sostitutiva* from income tax due.

According to Decree 239, payments of Interest in respect of the Notes will not be subject to *imposta sostitutiva* at the rate of 26 per cent. if made to either (a) beneficial owners or (b) certain institutional investors, even if not possessing the status of taxpayers in their own country of incorporation, who in either case are non-Italian resident holders of the Notes with no permanent establishment in Italy to which the Notes are effectively connected provided that:

(i) such beneficial owners or institutional investors are resident for tax purposes in a State or territory which allows for an adequate exchange of information with Italy as listed in the Italian Ministerial Decree of 4 September 1996, as amended and supplemented (lastly by Ministerial Decree of 23 March 2017) and possibly further amended by future decrees to be issued pursuant to article 11(4)(c), of Decree 239 (the **White List**); and

(ii) all the requirements and procedures set forth in Decree 239 and in the relevant implementation rules, as subsequently amended, in order to benefit from the exemption from *imposta sostitutiva* are met or complied with in due time.

Decree 239 also provides for additional exemptions from *imposta sostitutiva* for payments of Interest in respect of the Notes made to (i) international entities and organisations established in accordance with international agreements ratified in Italy; and (ii) central banks or entities which manage, *inter alia*, the official reserves of a foreign State.

To ensure payment of Interest in respect of the Notes without the application of 26 per cent. *imposta sostitutiva*, non-Italian resident investors indicated above must:

(i) be either (a) the beneficial owners of payments of Interest on the Notes or (b) qualify as one of the above mentioned institutional investors even if not possessing the status of taxpayers in their own country of incorporation;

(ii) deposit the Notes in due time together with the coupons relating to such Notes, directly or indirectly, with an Italian resident bank or SIM, or a permanent establishment in Italy of a non-Italian resident bank or SIM, or with a non-Italian resident entity participating in a centralised securities management system which is in contact via computer with the Ministry of Economy and Finance having appointed an Italian representative for the purposes of Decree 239 (*Euroclear* and *Clearstrem* are such depositary); and

(iii) file with the relevant depository a statement (*autocertificazione*) in due time stating, *inter alia*, that he or she is resident, for tax purposes, in one of the countries included in the White List. Such

statement (*autocertificazione*), which must comply with the requirements set forth by Ministerial Decree of 12 December 2001 (as amended and supplemented), shall be valid until withdrawn or revoked and does not need to be submitted where a certificate, declaration or other similar document meant for equivalent uses was previously submitted to the same depository. The statement (*autocertificazione*) is not required for non-Italian resident investors that are international entities or organisations established in accordance with international agreements ratified in Italy or central banks or entities which manage, *inter alia*, the official reserves of a foreign State.

Failure of a non-Italian resident holder of the Notes to comply in due time with the procedures set forth in Decree 239 and in the relevant implementing rules will result in the application of *imposta sostitutiva* on Interests payments to such non-resident holder of the Notes.

Non-Italian resident holders of the Notes who are subject to *imposta sostitutiva* may, nevertheless, be eligible for a total or partial relief under an applicable tax treaty between the Republic of Italy and the country of tax residence of the relevant holder of the Notes, provided all conditions for its application are met.

Capital gain tax

Where an Italian resident Noteholder is (i) an individual holding the Notes not in connection with an entrepreneurial activity, (ii) a non commercial partnership (other than a *società in nome collettivo* or *società in accomandita semplice* or similar partnership) or a *de facto* partnership not carrying out commercial activities, or (iii) a non commercial private or public institution (other than a company), a trust not carrying out mainly or exclusively commercial activities, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to *imposta sostitutiva*, levied at the rate of 26 per cent.. Under certain conditions and limitations Noteholders may set off capital losses with their capital gains.

Subject to certain conditions (including a minimum holding period requirement) and limitations, capital gains realised upon sale or redemption of the Notes may be exempt from any income taxation (including from the 26 per cent. *imposta sostitutiva*) if the Noteholders are Italian resident individuals not engaged in entrepreneurial activity and the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets all the requirements from time to time applicable as set forth under Italian law.

In respect of the application of *imposta sostitutiva*, taxpayers under (i) to (iii) above may opt for one of the three regimes described below.

1. Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Noteholders under (i) to (iii) above, *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the investor holding the Notes not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. The relevant Noteholder must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

2. As an alternative to the tax declaration regime, Noteholders under (i) to (iii) above may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Notes (the ***Risparmio Amministrato*** regime provided for by article 6 of Decree 461). Such separate taxation of capital gains is allowed subject to (i) the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries (including permanent establishment in Italy of foreign intermediaries) and (ii) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Noteholder. The depository is responsible for accounting for *imposta*

sostitutiva in respect of capital gains realised on each sale or redemption of the Notes (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Noteholder is not required to declare the capital gains in the annual tax return.

3. Any capital gains realised by Italian Noteholders under (i) to (iii) above entrusted the management of their financial assets, including the Notes, to an authorised intermediary and have opted for the Asset Management Regime will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Under the Asset Management Regime, any decrease in the value of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the Asset Management Regime, the Noteholder is not required to declare the capital gains realised in the annual tax declaration.

Any gains resulting from the sale or redemption of the Notes would be treated as part of the taxable income (and, in certain circumstances, depending on the status of the Noteholder, also as part of the net value of the production IRAP purposes) if realised by an Italian company or a similar commercial entity, including the permanent establishment of foreign entities in Italy to which the Notes are effectively connected, or Italian resident individuals engaged in an entrepreneurial activity to which the Notes are connected.

Any capital gains realised by a Noteholder that is a Real Estate Fund will be subject neither to *imposta sostitutiva* nor to any other income tax at the level of the Real Estate Fund. However, a withholding tax may apply in certain circumstances at the rate of up to 26 per cent. on distributions made by a Real Estate Fund or upon redemption or sale of the units or shares in the Real Estate Fund and, in certain cases, a tax transparency regime may apply in respect of certain categories of investors in a Real Estate Fund owning more than 5 per cent. of the Real Estate Fund's units or shares.

Any capital gains realised by an Italian Noteholder that is a Fund will not be subject to *imposta sostitutiva*, but will be included in the result of the relevant portfolio accrued at the end of the relevant tax period. Such result will not be taxed at the level of the Fund, but income realised by unitholders or shareholders in case of distributions, redemption or sale of the units or shares, may be subject to the Collective Investment Fund Withholding Tax.

Any capital gains realised by a Noteholder that is an Italian pension fund (subject to the regime provided for by article 17 of Legislative Decree no. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to Pension Fund Tax. Subject to certain conditions (including a minimum holding period requirement) and limitations, capital gains on the Notes may be excluded from the taxable base of the Pension Fund Tax if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth under Italian law.

Capital gains realised by non-Italian resident Noteholders, not having a permanent establishment in Italy to which the Notes are effectively connected, from the sale or redemption of Notes traded on regulated markets are not subject to *imposta sostitutiva* (subject, in certain cases, to the filing of a self-declaration stating that the relevant Noteholder is not resident in the Republic of Italy for tax purposes).

Capital gains realised by non-Italian resident Noteholders, not having a permanent establishment in Italy to which the Notes are effectively connected, from the sale or redemption of the Notes not traded on regulated markets are not subject to *imposta sostitutiva* provided that the Noteholder (i) qualifies as the beneficial owner of the capital gain and is resident for income tax purposes in a country included in the White List; or (ii) is an international entity or body set up in accordance with international agreements ratified in Italy; or (iii) is a central bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (iv) is an institutional investor which is incorporated in a country included in the White List, even if it does not possess the status of a taxpayer in its own country of incorporation, in any case, to the extent all the requirements, formalities and procedures set forth in Decree 461 and in the relevant implementations rules, as subsequently amended, in order to benefit from the exemption from *imposta sostitutiva* are met or complied with in due time, if applicable. In this case, if the non-Italian Noteholders have opted for the *Risparmio Amministrato* regime or the Asset Management Regime, exemption from Italian capital gains tax will apply upon condition that they file in due course with the authorised financial intermediary an appropriate self-declaration (*autocertificazione*) stating that they meet the requirements indicated above. If none of the conditions described above is met, capital gains realised by non-Italian resident Noteholders from the sale or redemption of the Notes not traded on regulated markets and held in Italy are subject to *imposta sostitutiva* at the current rate of 26 per cent..

In any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes are effectively connected that may benefit from a double tax treaty with Italy providing that capital gains realised upon the sale or redemption of the Notes are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* on any capital gains realised upon the sale or redemption of the Notes provided all the conditions for its application are met. In this case, if the non-Italian resident Noteholders have opted for the *Risparmio Amministrato* regime or the Asset Management Regime, exemption from Italian capital gains tax will apply upon the condition that they file in due course with the authorised financial intermediary appropriate documents which include, *inter alia*, a statement issued by the competent tax authorities of the country of residence of the non-Italian Noteholders.

Transfer tax

Contracts relating to the transfer of securities are subject to registration tax as follows: (i) public deeds and notarised deeds are subject to a fixed registration tax of €200; (ii) private deeds are subject to registration only in "case of use" (*caso d'uso*) or upon occurrence of an "explicit reference" (*enunciazione*) or voluntary registration (*volontaria registrazione*).

Inheritance and gift taxes

Pursuant to Law Decree no. 262 of 3 October 2006, converted into Law no. 286 of 24 November 2006, as subsequently amended, the transfers of any valuable asset (including shares, notes or other securities) as a result of death or donation are taxed as follows:

(i) when the beneficiary is the spouse or a relative in direct lineage, the value of the Notes transferred to each beneficiary exceeding Euro 1,000,000 is subject to a 4 per cent. rate;

(ii) when the beneficiary is a brother or sister, the value of the Notes exceeding Euro 100,000 for each beneficiary is subject to a 6 per cent. rate;

(iii) when the beneficiary is a relative within the fourth degree or is a relative-in-law in direct and collateral lineage within the third degree, the value of the Notes transferred to each beneficiary is subject to a 6 per cent. rate; and

(iv) in any other case, the value of the Notes transferred to each beneficiary is subject to a 8 per cent. rate.

The transfer of the Notes by donation is subject to gift tax at the same rates as in case of inheritance. If the transfer is made in favour of persons with severe disabilities, the tax is levied at the rates mentioned above on the value exceeding, for each beneficiary, €1,500,000.

The *mortis causa* transfers of financial instruments included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) - that meets the requirements from time to time applicable as set forth under Italian law - are exempt from inheritance taxes.

Stamp duty

Pursuant to article 13(2-ter) of the First Part of the Tariff attached to Presidential Decree no. 642 of 26 October 1972 (**Stamp Duty Law**), as amended, a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by an Italian based financial intermediary to its clients in respect of any financial product and instrument (including the Notes) which may be deposited with such financial intermediary in Italy. The stamp duty is collected by resident banks and other financial intermediaries applies at a rate of 0.2 per cent. and cannot exceed Euro 14,000 for taxpayers other than individuals. This stamp duty is determined on the basis of the market value or, if no market value figure is available, on the basis of face value or redemption value, or in the case the face or redemption values cannot be determined, on the basis of purchase value of the financial assets held.

The statement is deemed to be sent at least once a year, including with respect to the instruments for which it is not mandatory the deposit, the release or the drafting of the statement. In case of reporting periods of less than 12 months, the stamp duty is payable on a pro-rata basis.

Pursuant to the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 29 July 2009, as subsequently amended, supplemented and restated) of an entity that exercises a banking, financial or insurance activity in any form within the Italian territory. Stamp duty applies both to Italian resident and to non Italian resident investors, to the extent that the relevant securities (including the Notes) are held with an Italian based financial intermediary (and not directly held by the investor outside of Italy, in which case Italian wealth tax (see below sub section headed "*Whealth Tax on securities deposited abroad*") applies to Italian resident Noteholders only).

Wealth tax on financial products held abroad

In accordance with article 19 of Decree no. 201 of 6 December 2011, converted with amendments by Law no. 214 of 22 December 2011, as amended, individuals, non-commercial entities and certain partnerships (*società semplici* or similar partnerships in accordance with article 5 of Presidential Decree no. 917 of 22 December 1986) resident in Italy for tax purposes holding financial products - including the Notes - outside the Italian territory are required to declare in its own annual tax return and pay a wealth tax at the rate of 0.2 per cent. (**IVAFE**). For taxpayers other than individuals, IVAFE cannot exceed Euro 14,000 per year.

The tax applies on the market value at the end of the relevant year or - in the lack of the market value - on the nominal value or redemption value of such financial products held outside of the Italian territory. Taxpayers can generally deduct from the tax a tax credit equivalent to the amount of wealth taxes paid in the State where the financial products are held (up to the amount of to the Italian wealth tax due).

Financial assets held abroad are excluded from the scope of the wealth tax if they are administered by Italian financial intermediaries pursuant to an administration agreement. In this case, the above mentioned stamp duty provided for by article 13 of the First Part of the Tariff attached to the Stamp Duty Law does apply.

Tax monitoring

According to Pursuant to Law Decree no. 167 of 28 June 1990, converted with amendments into Law no. 227 of 4 August 1990, as amended, individuals, non-profit entities and certain partnerships (*società semplici* or similar partnerships in accordance with article 5 of Presidential Decree no. 917 of 22 December 1986) resident in Italy for tax purposes, who/which at the end of the year hold investments abroad or have financial foreign activities by means of which income of foreign source can be accrued must, in some circumstances, disclose the aforesaid and related transactions to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return). The disclosure requirements are not due if the foreign financial investments (including the Notes) are held through an Italian resident intermediary or are only composed by deposits and/or bank accounts having an aggregate value not exceeding an €15,000 threshold throughout the year.

The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the beneficial owner of the instrument.

Furthermore, the above reporting requirement is not required to be complied with in respect to Notes deposited for management or administration with qualified Italian financial intermediaries, with respect to contracts entered into their intervention, on the condition that the items of income derived from the Notes have been subject to tax by the same intermediaries.

DESCRIPTION OF THE TRANSACTION DOCUMENTS

The description of the Transaction Documents set out below is an overview of certain features of those agreements and is qualified by reference to the detailed provisions of the Transaction Documents. Prospective Noteholders may inspect copies of the Transaction Documents on the Securitisation Repository.

1. THE TRANSFER AGREEMENT

General

Pursuant to the terms of the Transfer Agreement, the Originator has assigned and transferred to the Issuer, which has purchased, without recourse (*pro soluto*), in accordance with the combined provisions of articles 1 and 4 of the Securitisation Law and the articles of Law 52 referred to therein, the Portfolio with economic effects from (but excluding) the Valuation Date and legal effect from (and including) the Transfer Date.

The transfer of the Receivables comprised in the Portfolio has been rendered enforceable against any third party creditors of the Originator (including any insolvency receiver of the same) through (i) the publication of a notice of transfer in the Official Gazette no. 129, Part II of 30 October 2021, and (ii) the registration of the transfer in the companies' register of Treviso-Belluno on 29 October 2021.

Eligibility Criteria

The Receivables comprised in the Portfolio shall, as at the Valuation Date, comply with the Eligibility Criteria. For further details, see the section headed "*The Portfolio*".

Pursuant to the Transfer Agreement, in case of breach of the Eligibility Criteria, the Originator shall repurchase the Receivables which did not comply with such criteria as at the Valuation Date.

Purchase Price

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

Undertakings of the Originator

The Transfer Agreement contains a number of undertakings by the Originator in respect of its activities relating to the Receivables. These include undertakings to refrain from conducting activities with respect to the Receivables which may adversely affect the Receivables and the relevant Collateral Security and, in particular, not to assign or transfer the whole or any part of the Receivables and/or the Collateral Security to any third party, not to create, or permit to be created, any security interest, lien, privilege or encumbrance or other right in favour of third parties over the Receivables and/or the Collateral Security, or any part thereof. The Originator has also undertaken not to agree to compromise or amend the provisions of the Loan Agreements and/or the Collateral Security, agree to the release of any Debtor and/or Insurance Company, terminate the Loan Agreements and/or the Collateral Security or do or agree to any other thing which may result in invalidating or diminishing the value of the Receivables and/or the Collateral Security, unless permitted by the Sub-Servicing Agreement.

Individual Receivables Repurchase Option

Pursuant to the Transfer Agreement, the Issuer has irrevocably granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase individual Delinquent Receivables or Defaulted

Receivables comprised in the Portfolio (the **Individual Receivables Repurchase Option**). The Individual Receivables Repurchase Option can be exercised by the Originator on any date only in case of restructuring involving a debt consolidation or the addition of one or more new obligors by serving a written notice on the Issuer (with copy to the Representative of the Noteholders) (the **Individual Receivables Repurchase Option Exercise Notice**) prior to the relevant legal effective date (as specified in the relevant Individual Receivables Repurchase Option Exercise Notice), provided that:

(a) the Outstanding Principal, as at the relevant economic effective date (as specified in the relevant Individual Receivables Repurchase Option Exercise Notice), of the Delinquent Receivables and/or Defaulted Receivables subject to repurchase, plus the aggregate Outstanding Principal, as at the relevant economic effective date (as specified in the relevant Individual Receivables Repurchase Option Exercise Notice), of the Delinquent Receivables and Defaulted Receivables already repurchased, shall not exceed 0.50 per cent. of the aggregate Outstanding Principal, as at the Valuation Date, of all Receivables comprised in the Portfolio; and

(b) the Originator has delivered to the Issuer the following certificates:

  (i) a solvency certificate signed by an authorised representative of the Originator, in the form attached to the Transfer Agreement, dated the date of payment of the relevant repurchase price; and

  (ii) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*), dated no earlier than 5 (five) Business Days prior to the date of payment of the relevant repurchase price, stating that the Originator is not subject to any insolvency proceeding.

It is understood that the repurchase of any individual Delinquent Receivable or Defaulted Receivable shall be made (i) with reference to any Defaulted Receivable, in order to facilitate the recovery and liquidation process in respect of such Defaulted Receivable, and (ii) in each case, only in extraordinary circumstances, without affecting the interests of the Noteholders and not for speculative purposes aimed at achieving a better performance of the Securitisation, pursuant to article 20(7) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria.

The repurchase price of each Delinquent Receivable or Defaulted Receivable shall be equal to the Final Determined Amount of such Delinquent Receivable or Defaulted Receivable as at the relevant economic effective date (as specified in the relevant Individual Receivables Repurchase Option Exercise Notice).

The repurchase of each Delinquent Receivable or Defaulted Receivable will be effective subject to the actual payment in full of the repurchase price, on the relevant legal effective date (as specified in the relevant Individual Receivables Repurchase Option Exercise Notice), into the Collection Account.

The repurchase of each Delinquent Receivable or Defaulted Receivable shall be made without recourse (*pro soluto*), at risk of the purchaser (*a rischio e pericolo del compratore*) pursuant to article 1488, paragraph 2, of the Italian civil code, without any warranty by the Issuer (including, without limitation, any warranty as to the existence of the relevant Delinquent Receivable or Defaulted Receivable in derogation of article 1266, paragraph 1, of the Italian civil code).

Portfolio Repurchase Option

Pursuant to theTransfer Agreement, the Issuer has irrevocably granted to the Originator an option, pursuant to article 1331 of the Italian civil code, to repurchase (in whole but not in part) the Portfolio then outstanding (the **Portfolio Repurchase Option**). The Portfolio Repurchase Option can be exercised by the Originator

only in respect of any Payment Date following the occurrence of the Clean-up Call Event or a Tax or Illegality Event (the **Relevant Payment Date**) by serving a written notice on the Issuer (with copy to the Representative of the Noteholders) (the **Portfolio Repurchase Option Exercise Notice**), no later than 30 (thirty) Business Days prior to the Relevant Payment Date, provided that:

(a) the Originator has obtained all the relevant authorisations, or made the relevant notices, required by the applicable laws and regulations;

(b) the Originator has delivered to the Issuer the following certificates:

(i) a solvency certificate signed by an authorised representative of the Originator, in the form attached to the Transfer Agreement, dated the date of payment of the relevant repurchase price; and

(ii) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*), dated no earlier than 5 (five) Business Days prior to the date of payment of the relevant repurchase price, stating that the Originator is not subject to any insolvency proceeding;

(c) the repurchase price of the Portfolio (as determined in accordance with the paragraph below), together with the other Issuer Available Funds, is sufficient to enable the Issuer to discharge at least its obligations under the Rated Notes and any obligations ranking in priority thereto, or *pari passu* therewith, on the Relevant Payment Date in accordance with the Post-Acceleration Priority of Payments; and

(d) the Rating Agencies have been notified in advance of the exercise of the Portfolio Repurchase Option.

The repurchase price of the Portfolio shall be equal to the Final Repurchase Price.

The repurchase of the Portfolio will be effective subject to the actual payment in full of the repurchase price, within 2 (two) Business Days prior to the Relevant Payment Date, into the Payments Account.

The repurchase of the Portfolio shall be made without recourse (*pro soluto*), at risk of the purchaser (*a rischio e pericolo del compratore*) pursuant to article 1488, paragraph 2, of the Italian civil code, without any warranty by the Issuer (including, without limitation, any warranty as to the existence of the Receivables comprised in the Portfolio in derogation of article 1266, paragraph 1, of the Italian civil code).

Governing Law and Jurisdiction

The Transfer Agreement, and any non-contractual obligations arising out of or in connection with it, is governed by and shall be construed in accordance with Italian law.

2. THE SERVICING AGREEMENT

General

Pursuant to the Servicing Agreement, the Issuer has appointed Banca Finint as Master Servicer in respect of the Receivables comprised in the Portfolio.

The Master Servicer shall act as the "*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e pagamento*" pursuant to the Securitisation Law. In such capacity, the Master Servicer shall also be

responsible for ensuring that such operations comply with the law and this Prospectus in accordance with the provisions of article 2, paragraph 3, letter c), and paragraphs 6 and 6-*bis*, of the Securitisation Law.

Under the Sub-Servicing Agreement, the Master Servicer has delegated the services relating to the management, collection and recovery of the Receivables (other than certain services to be retained by the Master Servicer in accordance with the applicable laws and regulations) to Fiditalia as Sub-Servicer. For further details, see the following section "*The Sub-Servicing Agreement*".

Obligations and representations of the Master Servicer

Under the Servicing Agreement the Master Servicer has undertaken, *inter alia*:

(i) to perform its services in accordance with the provisions of the Servicing Agreement;

(ii) to keep with due diligence and care separate accounting records, also in electronic format, in relation to the Receivables and ensure that all books, registries and documents evidencing the Receivables and the relevant Loans are clearly identifiable with respect to all the other books, registries and documents, loans or loan agreements and relevant security in its possession, flagging them as the Issuer's documentation;

(iii) to obtain, in compliance with the relevant terms, and maintain all registrations, authorisations, approval, licenses, concessions, *nihil obstat* or consents of any nature which may be necessary to legitimately perform the services, providing the Issuer with a copy or other evidence thereof upon request;

(iv) to perform its obligations under the Servicing Agreement in the interest of the Noteholders and of the Representative of the Noteholders, as person entrusted with the duty to protect the Noteholders' interests.

The Master Servicer has represented to the Issuer, *inter alia*, that (i) it has expertise in servicing exposures of a similar nature to those securitised and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures in accordance with article 21(8) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria; and (ii) it has the software, hardware, information technology and human resources such as to allow it to carry out its services in respect of the Receivables and to comply with the other obligations under the Servicing Agreement in accordance with the efficiency standards set out herein and in the Bank of Italy's regulations, and in particular to create a computerised archive of all information and data relating to its services in respect of the Receivables, adopting appropriate daily recovery and back-up systems and measures.

The Issuer and the Representative of the Noteholders have the right to inspect and take copies of the documentation and records relating to the Receivables in order to verify the performance by the Master Servicer of its obligations pursuant to the Servicing Agreement.

Termination of the appointment or resignation of the Master Servicer

Pursuant to the Servicing Agreement, the Issuer may (or shall, if so requested by the Representative of the Noteholders) terminate the appointment of the Master Servicer if any of the following events occurs:

(a) the Master Servicer fails to pay any amount required to be paid, unless such breach is remedied within 5 (five) Business Days after the due date thereof and cannot be attributed to force majeure;

(b) the Master Servicer fails to observe or perform any other term, condition, covenant or agreement provided for under the Servicing Agreement and the other Transaction Documents to which it is a

party, unless such breach is remedied within 10 (ten) Business Days after the occurrence thereof (to the extent such breach is capable of remedy); or

(c) any of the representations and warranties given by the Master Servicer pursuant to the Servicing Agreement proves to be untrue, incorrect or misleading in any material respect when made or repeated, unless such breach is remedied within 10 (ten) Business Days after the occurrence thereof (to the extent such breach is capable of remedy); or

(d) an Insolvency Event occurs with respect to the Master Servicer; or

(e) it becomes unlawful for the Master Servicer to perform or comply with any of its obligations under the Servicing Agreement or the other Transaction Documents to which it is a party; or

(f) the Master Servicer is or will be unable to meet the current or future legal requirements and the Bank of Italy's regulations for entities acting as servicers in the context of a securitisation transaction.

Notice of any termination of the Master Servicer's appointment following the occurrence of a Master Servicer Termination Event shall be given in writing by the Issuer to the Master Servicer (with copy to the Sub-Servicer), subject to the prior written consent of the Representative of the Noteholders and the prior notice to the Rating Agencies (the **Master Servicer Termination Notice**).

The Master Servicer may at any time resign from its role pursuant to the Servicing Agreement, pursuant to article 1373 of the Italian civil code, by giving an a least 90 (ninety) days' prior written notice to the Issuer (with copy to the Sub-Servicer, the Representative of the Noteholders and the Rating Agencies) (the **Master Servicer Resignation Notice**).

The Issuer shall, within 30 (thirty) days of delivery of the Master Servicer Termination Notice or receipt of a Master Servicer Resignation Notice, appoint a Substitute Master Servicer identified by the Issuer and approved by the Representative of the Noteholders subject to a prior notice to the Rating Agencies, who (i) meets the requirements of the Securitisation Law and the Bank of Italy to act as Master Servicer; (ii) has expertise in servicing exposures of a similar nature to the Receivables and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures, in accordance with article 21(8) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria; (iii) is able to ensure, directly or indirectly, the efficient and professional performance of any activities provided under any laws or regulation from time to time applicable to the Issuer and, if such legislations requires, the production of such information as is necessary to meet the information requirements of the Bank of Italy; and (iv) has sufficient assets (including personnel and IT system) to ensure the continuous and effective performance of its duties. It is understood that the termination of appointment or resignation of the Master Servicer from its role shall not cause the termination of the appointment of Sub-Servicer.

Upon termination of its appointment or resignation from its role under the Servicing Agreement, the Master Servicer shall promptly:

(a) place all books, registers, documents and records held by it in relation to the Receivables at the disposal of the Issuer or the Substitute Master Servicer, as the case may be; and

(b) co-operate with the Substitute Master Servicer in ensuring that all computer records and files relating to the services performed under the Servicing Agreement can be transferred in a compatible form to the computer system of the Substitute Master Servicer.

The Master Servicer shall, for a period of 6 (six) months from the termination of its appointment or resignation from its role under the Servicing Agreement, take any further action and do such further things as

may be reasonably necessary in order to allow the Substitute Master Servicer to perform its obligations as master servicer and assist and co-operate with it and the Issuer for such purpose.

Master Servicer's fees

In consideration of the performance of its obligations under the Servicing Agreement, the Issuer has undertaken to pay to the Master Servicer on each Payment Date, in accordance with the applicable Priority of Payments, such fees as set out in a separate fee letter entered into between the Master Servicer and the Issuer on or prior to the Issue Date.

Governing Law and Jurisdiction

The Servicing Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Servicing Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

3. THE SUB-SERVICING AGREEMENT

General

Pursuant to the Sub-Servicing Agreement, the Master Servicer, with the express consent of the Issuer, has delegated the services relating to the management, collection and recovery of the Receivables (other than certain services to be retained by the Master Servicer in accordance with the applicable laws and regulations) to Fiditalia as Sub-Servicer.

The Sub-Servicer is also responsible for carrying out, on behalf of the Issuer, in accordance with the Servicing Agreement and the Collection Policies, any activities related to the management of the Receivables, including activities in connection with the enforcement and recovery of the Defaulted Receivables.

Obligations and representations of the Sub-Servicer

Under the Sub-Servicing Agreement the Sub-Servicer has undertaken, *inter alia*:

(i) to perform the management and administration of the Receivables, including the collection of the same and delivery of the relevant receipts and the management of judicial proceedings, in accordance with the provisions of the Sub-Servicing Agreement, provided that the Sub-Servicer shall act in the name of the Issuer only when necessary;

(ii) to keep with due diligence and care separate accounting records, also in electronic format, in relation to the Receivables and ensure that all books, registries and documents evidencing the Receivables and the relevant Loans are clearly identifiable with respect to all the other books, registries and documents, loans or loan agreements and relevant security in its possession, flagging them as the Issuer's documentation;

(iii) to obtain, in compliance with the relevant terms, and maintain all registrations, authorisations, approval, licenses, concessions, *nihil obstat* or consents of any nature which may be necessary to legitimately perform the services hereunder, providing the Issuer and the Master Servicer with a copy or other evidence thereof upon request;

(iv) to perform its obligations under the Sub-Servicing Agreement in the interest of the Noteholders and of the Representative of the Noteholders, as person entrusted with the duty to protect the Noteholders' interests.

Pursuant to the Sub-Servicing Agreement, the Sub-Servicer shall transfer into the Collection Account the Collections (i) if paid through SEPA Direct Debit, within 2 (two) Business Days from receipt thereof, or (ii) if paid through Postal Payment Slip or Wire Transfer, within 2 (two) Business Days from reconciliation thereof.

The Sub-Servicer has also undertaken to deliver to the Issuer, the Representative of the Noteholders and the Back-up Sub-Servicer, promptly upon their request, an up-to-date list containing details of the Debtors (including *anagrafica*).

The Sub-Servicer has represented to the Issuer, *inter alia*, that (i) it has expertise in servicing exposures of a similar nature to those securitised and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures in accordance with article 21(8) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria; and (ii) it has the software, hardware, information technology and human resources such as to allow it to manage, collect, and recover the Receivables and to comply with the other obligations under the Sub-Servicing Agreement in accordance with the efficiency standards set out herein and in the Bank of Italy's regulations, and in particular to create a computerised archive of all information and data relating to the management, collection and recovery of the Receivables, adopting appropriate daily recovery and back-up systems and measures.

The Issuer, the Master Servicer and the Representative of the Noteholders have the right to inspect and take copies of the documentation and records relating to the Receivables in order to verify the performance by the Sub-Servicer of its obligations pursuant to the Sub-Servicing Agreement.

Settlements and Disposals

The Sub-Servicer may enter into settlement agreements with the Debtors or otherwise discharge them, in whole or in part, from their payment obligations (each, a **Settlement**) only with respect to Defaulted Receivables in accordance with the Collection Policies.

The Sub-Servicer may, in the name and on behalf of the Issuer, sell to a third party one or more Defaulted Receivables (each, a **Disposal**), provided that:

(a) the Sub-Servicer has tried, with its best professional diligence, to reach a settlement agreement with respect to such Defaulted Receivables with no success;

(b) in the prudent evaluation of the Sub-Servicer, acting with the best professional diligence, there are no concrete alternative possibilities to recover the Defaulted Receivables in a manner which is economically more convenient for the Noteholders;

(c) the Disposal is made without recourse (*pro soluto*), at risk of the purchaser (*a rischio e pericolo del compratore*) pursuant to article 1488, paragraph 2, of the Italian civil code, without any warranty by the Issuer (including, without limitation, any warranty as to the existence of such Defaulted Receivables in derogation of article 1266, paragraph 1, of the Italian civil code);

(d) the purchase price is determined in accordance with market standards and the Disposal is conditional upon the payment of the purchase price;

(e) the purchaser is a financial intermediary enrolled with the register held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act, a bank, a special purpose vehicle incorporated

pursuant to the Securitisation Law or any other entity validly established and authorised to purchase receivables in accordance with its by-laws and the applicable laws and regulations;

(f) the purchaser has delivered to the Issuer a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*), dated no earlier than 5 (five) Business Days prior to the relevant date of the Disposal, stating that the purchaser is not subject to any insolvency proceeding (or any other equivalent certificate under the jurisdiction in which the purchaser is incorporated).

In entering into any Settlement or Disposal, the Sub-Servicer shall have regard primarily to the interests of the Issuer and the Noteholders.

Sub-Servicer Report

The Sub-Servicer has undertaken to prepare and deliver, on or prior to each Sub-Servicer's Report Date, the Sub-Servicer's Report to the Issuer, the Master Servicer, the Account Bank, the Custodian (if any), the Calculation Agent, the Representative of the Noteholders, the Paying Agent, the Corporate Servicer, the Arranger, the Swap Counterparty and the Rating Agencies (with the exception of the "Loan-by-Loan" sheet, that will be delivered to the Issuer, the Master Servicer and the Corporate Servicer within the 9th (ninth) Business Day of each calendar month).

Loan by Loan Report

The Sub-Servicer shall prepare the Loan by Loan Report setting out information relating to each Loan as at the end of the Collection Period immediately preceding the relevant ESMA Report Date (including, *inter alia*, the information related to the environmental performance of the assets financed by the relevant Loan, to the extent available), in compliance with point (a) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and the applicable Technical Standards and deliver it via email and in .csv format 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 Investors Report and the Inside Information and Significant Event Report to be made available on the relevant ESMA Report Date) to the holders of a securitisation position, the competent authorities and, upon request, to potential investors in the Notes on each ESMA Report Date.

Additional information

The Sub-Servicer shall supply such additional information available to it as the Issuer, the Master Servicer, the Account Bank, the Custodian (if any), the Calculation Agent, the Representative of the Noteholders, the Paying Agent, the Corporate Servicer, the Arranger, the Swap Counterparty, the Rating Agencies and the Bank of Italy may reasonably request in relation to the Receivables and/or the performance of the Sub-Servicer's duties under the Sub-Servicing Agreement (including, without limitation, such further information as may be necessary in order for the Calculation Agent to prepare the Inside Information and Significant Event Report and the SR Investors Report in compliance with the EU Securitisation Regulation and the applicable Technical Standards).

Termination of the appointment of the Sub-Servicer

Pursuant to the Sub-Servicing Agreement, the Master Servicer or the Issuer may (or shall, if so requested by the Representative of the Noteholders) terminate the appointment of the Sub-Servicer if any of the following events (each, a **Sub-Servicer Termination Event**) occurs:

(a) the Sub-Servicer fails to pay or deposit any amount required to be paid or deposited, unless such breach is remedied within 5 (five) Business Days after the due date thereof or such breach is due to force majeure or other circumstances beyond the Servicer's control; or

(b) the Sub-Servicer fails to deliver the Sub-Servicer's Report by the relevant Sub-Servicer's Report Date for a cause which is attributable to the Sub-Servicer, unless such breach is remedied within the immediately following 7 (seven) Business Days; or

(c) the Sub-Servicer fails to observe or perform any other term, condition, covenant or agreement provided for under the Sub-Servicing Agreement and the other Transaction Documents to which it is a party and such failure is prejudicial for the interests of the Noteholders, unless such breach is remedied within 10 (ten) Business Days after the occurrence thereof (to the extent such breach is capable of remedy); or

(d) any of the representations and warranties given by the Sub-Servicer pursuant to the Sub-Servicing Agreement proves to be untrue, incorrect or misleading in any material respect when made or repeated, unless such breach is remedied within 10 (ten) Business Days after the occurrence thereof (to the extent such breach is capable of remedy); or

(e) an Insolvency Event occurs with respect to the Sub-Servicer; or

(f) it becomes unlawful for the Sub-Servicer to perform or comply with any of its obligations under the Sub-Servicing Agreement or the other Transaction Documents to which it is a party; or

(g) the Sub-Servicer is or will be unable to meet the current or future legal requirements and the Bank of Italy's regulations for entities acting as servicers in the context of a securitisation transaction.

Notice of any termination of the Sub-Servicer's appointment following the occurrence of a Sub-Servicer Termination Event shall be given in writing by the Master Servicer or the Issuer to the Sub-Servicer (with copy to the Issuer or the Master Servicer, as the case may be, and the Back-up Sub-Servicer), subject to the prior written consent of the Representative of the Noteholders and the prior notice to the Rating Agencies (the **Sub-Servicer Termination Notice**).

Unless the Back-up Sub-Servicer replaces the Sub-Servicer pursuant to the Back-up Sub-Servicing Agreement, the Master Servicer shall, within 30 (thirty) days of delivery of the Sub-Servicer Termination Notice, appoint a Substitute Sub-Servicer identified by the Issuer and approved by the Master Servicer and the Representative of the Noteholders subject to a prior notice to the Rating Agencies, who (i) meets the requirements of the Securitisation Law and the Bank of Italy to act as Sub-Servicer; (ii) has expertise in servicing exposures of a similar nature to the Receivables and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures, in accordance with article 21(8) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria; (iii) is able to ensure, directly or indirectly, the efficient and professional performance of any activities provided under any laws or regulation from time to time applicable to the Issuer and, if such legislations requires, the production of such information as is necessary to meet the information requirements of the Bank of Italy; and (iv) has sufficient assets (including personnel and IT system) to ensure the continuous and effective performance of its duties.

Upon termination of its appointment, the Sub-Servicer shall promptly, *inter alia*:

(a) place all books, registers, documents and records held by it in relation to the Receivables at the disposal of the Issuer and the Back-up Sub-Servicer (or the Substitute Sub-Servicer, as the case may be);

(b) credit to the Collection Account any Collection it has received and not yet credited on such account;

(c) liquidate any non-cash payment instrument received from Debtors in relation to the Receivables and not yet liquidated and pay the relevant amount into the Collection Account;

(d) provide the Issuer, the Representative of the Noteholders and the Back-up Sub-Servicer (or the Substitute Sub-Servicer, as the case may be), with an an up-to-date list containing details of the Debtors (including *anagrafica*).

Within 10 (ten) Business Days following receipt of a notice of Sub-Servicer Termination Notice, the Sub-Servicer (failing which the Back-up Sub-Servicer or the Substitute Sub-Servicer, as the case may be), at cost of the Sub-Servicer, shall instruct in writing the Debtors to make future payments relating to the Receivables directly into the Collection Account.

The Sub-Servicer shall, for a period of 6 (six) months from the termination of its appointment, take any further action and do such further things as may be reasonably necessary in order to is reasonably necessary to allow the Back-up Sub-Servicer or the Substitute Sub-Servicer, as the case may be, to perform its obligations as sub-servicer and assist and co-operate with it, the Master Servicer and the Issuer for such purpose.

Sub-Servicer's fees

In consideration of the performance of its obligations under the Sub-Servicing Agreement, the Issuer has undertaken to pay to the Sub-Servicer on each Payment Date, in accordance with the applicable Priority of Payments, the following fees (plus VAT, if applicable):

(a) with respect to the collection of the Receivables (other than the Defaulted Receivables), a fee equal to 0.40 per cent. per annum of the Outstanding Principal, as at the commencement of the relevant Collection Period, of the Receivables (other than the Defaulted Receivables) comprised in the Portfolio;

(b) with respect to the recovery of the Defaulted Receivables, a fee equal to 0.50 per cent. per annum of the Outstanding Principal, as at the commencement of the relevant Collection Period, of all Defaulted Receivables comprised in the Portfolio;

(c) for the monitoring and reporting activity and any other activity carried out by the Sub-Servicer (other than those set out in paragraphs (a) and (b) above), an annual fee of Euro 5,000.

The Sub-Servicer will not be entitled to receive any further amount as fees or reimbursement of expenses (including, without limitation, any reimbursement of expenses in relation to the recovery activities carried out in respect of the Defaulted Receivables), for the performance of its activities under the Sub-Servicing Agreement.

Governing Law and Jurisdiction

The Sub-Servicing Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Sub-Servicing Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

4. THE BACK-UP SUB-SERVICING AGREEMENT

General

Pursuant to the Back-up Sub-Servicing Agreement, the Issuer has appointed Quinservizi as Back-up Sub-Servicer to replace Fiditalia upon termination of its appointment as Sub-Servicer in order to perform the Primary Services (as defined in the Servicing Agreement) pursuant to the terms and conditions set out in the Back-up Sub-Servicing Agreement and the New Sub-Servicing Agreement.

Following the receipt by the Back-up Sub-Servicer of the Sub-Servicer Termination Notice, the Back-up Sub-Servicer shall (i) within 30 (thirty) days, if the Hot Back-up Sub-Servicing Plan has already been implemented, and (ii) within 60 (sixty) days, if the Hot Back-up Sub-Servicing Plan has not been implemented yet (the **Replacement Date**) assume the role of Sub-Servicer, pursuant to a new sub-servicing agreement (the **New Sub-Servicing Agreement**) having substantially the same terms and conditions as the Sub-Servicing Agreement (as amended to take into account, *inter alia*, that Quinservizi is not a financial intermediary with the prior written consent of the Representative of the Noteholders and prior notice to the Rating Agencies), and undertake the obligations of the Sub-Servicer under the New Sub-Servicing Agreement, the Intercreditor Agreement and the Agency and Accounts Agreement. In particular, within the Replacement Date, the Back-up Sub-Servicer, the Issuer and the Master Servicer shall enter into the New Sub-Servicing Agreement and shall accede to the Agency and Accounts Agreement, by executing a deed of accession substantially in the form of schedule 2 (*Form of Deed of Accession*) to the Back-up Sub-Servicing Agreement.

Under the Back-up Sub-Servicing Agreement, Fiditalia has assumed certain cooperation undertakings in order to facilitate the replacement with Quinservizi in case of termination of the appointment of Fiditalia as Sub-Servicer.

Representations and warranties

The Back-up Sub-Servicer has represented to the Issuer, the Master Servicer and the Sub-Servicer, *inter alia*, that (i) it has expertise in servicing exposures of a similar nature to those securitised and, upon replacement of Fiditalia as Sub-Servicer, it will adopt the policies, procedures and risk-management controls relating to the servicing of exposures referred to in clause 7.1(vi) of the Sub-Servicing Agreement, to the extent applicable to the services performed by it; and (ii) it has the software, hardware, information technology and human resources such as to allow it to manage, collect, and recover the Receivables and to comply with the other obligations under the Back-up Sub-Servicing Agreement and the New Sub-Servicing Agreement in accordance with the efficiency standards set out herein and in the Bank of Italy's regulations, and in particular to create a computerised archive of all information and data relating to the management, collection and recovery of the Receivables, adopting appropriate daily recovery and back-up systems and measures.

Termination of the appointment or resignation of the Back-up Sub-Servicer

Pursuant to the Back-up Sub-Servicing Agreement, the Issuer may (or shall, if so requested by the Representative of the Noteholders) terminate the appointment of the Back-up Sub-Servicer if any of the following events (each, a **Back-up Special Servicer Termination Event**) occurs:

(a) the Back-up Sub-Servicer fails to observe or perform any term, condition, covenant or agreement provided for under the Back-up Sub-Servicing Agreement and the other Transaction Documents to which it is a party, unless such breach is remedied within the immediately following 10 (ten) Business Days (to the extent such failure is capable of remedy); or

(b) any of the representations and warranties given by the Back-up Sub-Servicer pursuant to the Back-up Sub-Servicing Agreement proves to be untrue, incorrect or misleading in any material respect when made or repeated, unless such breach is remedied within the immediately following 10 (ten) Business Days (to the extent such breach is capable of remedy); or

(c) an Insolvency Event occurs with respect to the Back-up Sub-Servicer; or

(d) it becomes unlawful for the Back-up Sub-Servicer to perform or comply with any of its obligations under the Back-up Sub-Servicing Agreement or the other Transaction Documents to which it is a party; or

(e) the Back-up Sub-Servicer is or will be unable to meet the current or future legal requirements and the Bank of Italy's regulations for entities acting as servicers in the context of a securitisation transaction.

Notice of any termination of the Back-up Sub-Servicer's appointment following the occurrence of a Back-up Sub-Servicer Termination Event shall be given in writing by the Issuer to the Back-up Sub-Servicer (with copy to the Master Servicer and the Sub-Servicer), subject to the prior written consent of the Representative of the Noteholders and the prior notice to the Rating Agencies (the **Back-up Sub-Servicer Termination Notice**).

The Back-up Sub-Servicer may at any time resign from its role pursuant to the Back-up Sub-Servicing Agreement, pursuant to article 1373 of the Italian civil code, by giving an a least 90 (ninety) days' prior written notice to the Issuer (with copy to the Master Servicer, the Sub-Servicer, the Representative of the Noteholders and the Rating Agencies) (the **Back-up Sub-Servicer Resignation Notice**).

The Issuer shall, within 30 (thirty) days of delivery of the Back-up Sub-Servicer Termination Notice or receipt of a Back-up Sub-Servicer Resignation Notice, appoint a Substitute Back-up Sub-Servicer identified by the Issuer and approved by the Representative of the Noteholders subject to a prior notice to the Rating Agencies, who (i) meets the requirements of the Securitisation Law and the Bank of Italy to act as Back-up Sub-Servicer; (ii) has expertise in servicing exposures of a similar nature to the Receivables and has well-documented and adequate policies, procedures and risk-management controls relating to the servicing of exposures, in accordance with article 21(8) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria; (iii) is able to ensure, directly or indirectly, the efficient and professional performance of any activities provided under any laws or regulation from time to time applicable to the Issuer and, if such legislations requires, the production of such information as is necessary to meet the information requirements of the Bank of Italy; and (iv) has sufficient assets (including personnel and IT system) to ensure the continuous and effective performance of its duties.

Upon termination of its appointment or resignation from its role under the Back-up Sub-Servicing Agreement, the Back-up Sub-Servicer shall promptly, *inter alia*, place all books, registers, documents and records held by it in relation to the Receivables at the disposal of the Issuer or the Substitute Back-up Sub-Servicer, as the case may be.

The Back-up Sub-Servicer shall, for a period of 6 (six) months from the termination of its appointment or resignation from its role under the Back-up Sub-Servicing Agreement, take any further action and do such further things as may be reasonably necessary in order to allow the Substitute Back-up Sub-Servicer to perform its obligations as back-up sub-servicer and assist and co-operate with it and the Issuer, the Master Servicer and the Sub-Servicer for such purpose.

Back-up Sub-Servicer's fees

In consideration of the performance of its obligations hereunder, the Issuer undertakes to pay to Quinservizi the fees agreed between them under a separate letter entered into on or prior to the Issue Date.

Starting from (and including) the Replacement Date, Quinservizi will be entitled to receive only the fees for the role of Sub-Servicer which will be agreed between the Issuer and Quinservizi in a separate letter to be entered into on or prior to the Replacement Date, with the prior notice to the Representative of the Noteholders and the Rating Agencies.

The fees due to Quinservizi will be paid in arrear on each Payment Date, in accordance with the applicable Priority of Payments.

Governing Law and Jurisdiction

The Back-up Sub-Servicing Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Back-up Sub-Servicing Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

5. THE WARRANTY AND INDEMNITY AGREEMENT

General

Pursuant to the Warranty and Indemnity Agreement, the Originator (i) has given certain representations and warranties in favour of the Issuer in relation to, *inter alia*, itself, the Receivables, the Loans and the Borrowers, and (ii) has agreed to repurchase the Receivables which do not comply with any such representation and warranty and has undertaken certain indemnity obligations in favour of the Issuer.

Representations and warranties

Under the Warranty and Indemnity Agreement, the Originator has represented and warranted, *inter alia*, as follows:

(a) (*Compliance with credit policies*) All Loan Agreements from which the Receivables comprised in the Portfolio arise have been granted and disbursed by the Originator in accordance with the credit policies from time to time applied by it.

(b) (*Compliance with law*) Each Loan Agreement has been entered into and performed, and each Loan has been disbursed, in compliance with all applicable laws and regulations, including, without limitation, all laws and regulations relating to usury, privacy and processing of personal data in force from time to time.

(c) (*Compliance with specific provisions*) The Loans are not in breach of the provisions of articles 1283 (*anatocismo*), 1345 (*motivo illecito*) and 1346 (*requisiti*) of the Italian civil code.

(d) (*Compliance with standard form*) All Loan Agreements have been entered into substantially in compliance with the standard loan agreements from time to time adopted by the Originator.

(e) (*Validity and effectiveness*) All Loan Agreements from which the Receivables comprised in the Portfolio arise have been validly entered into between the Originator and the relevant Borrower. Each Loan Agreement and any other agreement, deed or document relating thereto is valid and effective and the obligations undertaken by each party thereto are valid and effective in their entirety.

(f) (*Authorisations*) All authorisations, approvals, ratifications, licences, registrations, annotations, presentations, authentications and any other requirements to be fulfilled in order to ensure the validity, legality, effectiveness or priority of the rights and obligations vested in the contracting parties of each Loan Agreement and of any other agreement, deed or document relating thereto, have been regularly and unconditionally obtained, made and implemented, within the date of signing of the relevant Loan Agreement and the making of the relevant disbursement or within the term provided for by law or deemed appropriate to this effect.

(g) (*Error, violence and wilful misconduct*) All Loan Agreements and any other agreement, deed or document relating thereto have been entered into without error (*errore*), violence (*violenza*) or wilful misconduct (*dolo*) on the part of or on behalf of the Originator, nor of any of its directors, managers, officers and/or employees, so that the Borrowers are not entitled to sue the Originator for error (*errore*), violence (*violenza*) or wilful misconduct (*dolo*) nor to validly challenge one or more of the obligations undertaken under or in relation to the relevant Loan Agreement, as well as any other agreement, deed or document relating thereto.

(h) (*Ownership of Receivables*) Each Receivable is fully and unconditionally in the ownership and availability of the Originator and is not subject to any attachment or seizure, nor to any other encumbrance in favour of third parties, and is freely transferable to the Issuer. The Originator has the exclusive and free ownership of all the Loans and Receivables and has not transferred, assigned or in any way sold to anyone other than the Issuer (neither in full nor by way of security) any of the Loans or Receivables, nor has it created or permitted others to create or establish any security, pledge, encumbrance or other right, claim or any third parties' right over one or more Loans or Receivables in favour of persons other than the Issuer. Neither the Loan Agreements nor any other agreement, deed or document relating thereto contain clauses or provisions pursuant to which the owner of the relevant Receivables is prevented from transferring, assigning or otherwise dispose of such Receivables, even if only in part.

(i) (*Exemptions and waivers*) No Borrower has been released or exempted, until the Valuation Date, from its relevant obligations, nor has the Originator subordinated, or will subordinate, with reference to any of such Receivables, its own rights to the rights of other creditors, nor has it waived, or will waive, with reference to any of such Receivables, its rights, except in relation to payments made for the corresponding amount to the satisfaction of the relevant Receivables or in the cases and to the extent required by applicable law or regulations for the purpose of protecting the position of the Originator as owner of such Receivables.

(j) (*Disbursement, administration and collection*) The disbursement, management, administration and collection policies applied by the Originator in relation to each Loan comply in all respects with all applicable laws and regulations and have been applied with care, professionalism and diligence, and in accordance with the prudential rules and the management, collection and recovery policies from time to time applied by the Originator, as well as in compliance with all the usual cautions and practices followed in the financing activity;

(k) (*Interest rates on Loans*) The interest rates applicable on the Loans (i) have always been applied, owed and received in full compliance with the laws applicable from time to time (including, in particular, the Usury Law, where applicable); and (ii) are true and correct;

(l) (*Compliance with consumer loan legislation*) In respect of the Loans governed by the provisions of articles 121 and following of the Consolidated Banking Act:

(i) the Originator has carried out all the forms of advertising provided for by the combined provisions of articles 123 and 116 of the Consolidated Banking Act, in particular indicating the T.A.N. and the relevant valid period;

(ii) the T.A.N. indicated by the Originator in the Loan Agreements was calculated by the Originator in accordance with the provisions of article 121 of the Consolidated Banking Act;

(iii) the Loan Agreements are drawn up in accordance with the provisions of article 117 of the Consolidated Banking Act, first and third paragraphs;

(iv) the Loan Agreements comply with the requirements of article 125-*bis* of the Consolidated Banking Act;

(v) the Loans provide for amounts to be paid by the Borrowers as compensation in the event of early repayment in line with the provisions of article 125-*sexies* of the Consolidated Banking Act. The amounts to be paid by the Borrowers by way of compensation in the event of early repayment of the Loans are legally binding for the Borrowers;

(vi) the Loan Agreements do not contain unfair clauses pursuant to and for the purposes of articles 33, paragraphs 1 and 2, and 36, paragraph 2, of the Legislative Decree no. 206 of 6 September 2005. All the clauses contained in the Loan Agreements are effective vis-à-vis the Borrowers;

(vii) the term provided for by the first paragraph of article 125-*ter* of the Consolidated Banking Act has expired for all Borrowers;

(viii) on the Valuation Date, to the best knowledge of the Originator, there are no material breaches by the suppliers of the goods or services financed through the Loans, which give the Borrowers the right to terminate the relevant Loan Agreements pursuant to article 125-*quinquies* of the Consolidated Banking Act;

(m) (*Insurance Policies*) In relation to the Insurance Policies: (i) the relevant Borrower is the only beneficiary of any payments to be made by the Insurance Company and Fiditalia is neither a beneficiary nor is entitled to require the Insurance Company to make any payment under the relevant Insurance Policy directly to Fiditalia or its assignees; (ii) in the case of the Insurance Policies whose premium is financed by Fiditalia, Fiditalia has duly paid up-front to the relevant Insurance Company the premium owed by the relevant Borrower to such Insurance Company; (iii) to the best of Fiditalia's knowledge and belief, the Insurance Policies are in full force and effect; and (iv) the Insurance Policies are expressed to be governed by Italian law;

(n) (*Data*) All data and documentation provided by the Originator to the Arranger, the Lead Manager, the Issuer and/or the respective affiliates, agents and consultants for the purposes of, or in connection with, the Warranty and Indemnity Agreement, the Transfer Agreement, the Servicing Agreement, the Sub-Servicing Agreement, the Back-up Sub-Servicing Agreement and/or one or more of the transactions contemplated therein, or in any case for the purposes or in relation to the Securitisation, the Loans, the Receivables, and the application of the Eligibility Criteria, are true, correct and complete in any material respect and no material information in the possession of the Originator has been omitted.

In addition, under the Warranty and Indemnity Agreement, the Originator has represented and warranted that:

(a) (*Originator being subject to Italian insolvency rules*) The Originator is a joint stock company (*società per azioni*) enrolled in the register of financial intermediaries ("*Albo Unico*") held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act and its "centre of main interests" (as that term is used in article 3(1) of the EU Insolvency Regulation) is located within the territory of the Republic of Italy, pursuant to articles 20(2) and 20(3) of the EU Securitisation Regulation;

(b) (*No encumbrance*) As at the Valuation Date and as at the Transfer Date, the Receivables comprised in the Portfolio are not encumbered or otherwise in a condition that can be foreseen to adversely

affect the enforceability of the transfer of the Receivables to the Issuer pursuant to article 20(6) of the EU Securitisation Regulation;

(c) (*Homogeneity*) As at the Valuation Date and as at the Transfer Date, the Receivables comprised in the Portfolio are homogeneous in terms of asset type, taking into account the specific characteristics relating to the cash flows of the asset type including their contractual, credit-risk and prepayment characteristics, pursuant to article 20(8), first paragraph, of the EU Securitisation Regulation and the applicable Technical Standards, given that:

(i) all Receivables are originated by the Originator based on similar underwriting standards which apply similar approaches to the assessment of credit risk associated with the underlying exposures;

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

(iii) the Receivables fall within the same asset category of the relevant Technical Standards named "auto loans"; and

(iv) all Receivables reflect at least the homogeneity factor of the "type of obligor", since all Receivables arise from Loans in respect of which the Borrowers are individuals;

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

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

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

(g) (*Origination in the ordinary course of business and no adverse selection*) The Loans from which the Receivables comprised in the Portfolio arise have been disbursed in the Originator's ordinary course of business. The Receivables comprised in the Portfolio have been originated by the Originator in accordance with credit policies which are no less stringent than those that the Originator applied at the time of origination to similar exposures that have not been assigned in the context of the Securitisation, pursuant to article 20(10), first paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(h) (*Assessment of Borrowers' creditworthiness*) The Originator has assessed the Debtors' creditworthiness in compliance with the requirements set out in article 8 of the Directive 2008/48/EC, pursuant to article 20(10), third paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(i) (*Originator's expertise*) The Originator has been originating exposures of a similar nature to those securitised for more than 5 (five) years, pursuant to article 20(10), last paragraph, of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria;

(j) (*No exposures in default or to a credit-impaired Debtor*) As at the Valuation Date and as at the Transfer Date, the Receivables comprised in the Portfolio are not qualified as exposures in default

within the meaning of article 178, paragraph 1, of the CRR or as exposures to a credit-impaired Debtor, who, to the best of Fiditalia's knowledge:

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

(ii) was, at the time of origination, where applicable, on a public credit registry of persons with adverse credit history; or

(iii) has a credit assessment or a credit score indicating that the risk of contractually agreed payments not being made is significantly higher than the ones of comparable exposures held by the Originator which have not been assigned under the Securitisation,

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

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

(l) (*Borrower's concentration*) The Outstanding Balance of the Receivables owed by the same Borrower does not exceed 2 per cent. of the aggregate Outstanding Balance of all Receivables comprised in the Portfolio, for the purposes of article 243(2)(a) of the CRR; and

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

The representations and warranties of the Originator under the Warranty and Indemnity Agreement shall be deemed to be given or repeated by the Originator as at the Transfer Date and the Issue Date, in each case with reference to the facts and circumstances then existing.

For the sake of clarity and by express intent of the Originator and the Issuer and without prejudice to the *pro soluto* nature of the transfer of the Receivables pursuant to the Transfer Agreement, the warranties and remedies provided for in the Warranty and Indemnity Agreement are in addition to and separate from the minimum provided for by the law and the terms under articles 1495 and 1497 of the Italian civil code shall not apply.

Remedies

Indemnity

Without prejudice to any other right accruing in favour the Issuer under the Warranty and Indemnity Agreement or any other Transaction Document to which it is a party or under any and all applicable laws, the Originator has irrevocably undertaken to indemnify and hold harmless the Issuer and its directors from and against any and all direct damages, losses, claims, reduced income (*minor incasso*), costs, lost profits (*lucro cessante*) and/or expenses (including, but not limited to, legal fees and disbursements and any value added tax thereon if due), incurred by the Issuer or its directors and their permitted assignees which arise out of or result from:

(a) a material default, which is attributable to the Originator and is not due to force majeure (*forza maggiore*), by the Originator in the performance of any of its obligations under the Warranty and Indemnity Agreement or any other Transaction Document to which it is a party, unless the Originator has remedied such default, to the extent possible, in accordance with the terms set out in the relevant Transaction Document or has already indemnified the Issuer of such default pursuant to another Transaction Document;

(b) any representation and warranty made by the Originator pursuant to the Warranty and Indemnity Agreement (other than those under paragraphs "*Loans and Receivables*" or "*Data*" of the Warranty and Indemnity Agreement, in respect of which the Re-transfer Option (as defined below) will apply) being untrue, incorrect or misleading when made or repeated;

(c) any liability and/or claim raised by any third party against the Issuer, as owner of the Receivables, which arises out of any negligent act or omission by the Originator in relation to the Receivables, the servicing and collection thereof or from any failure by the Originator, which is attributable to the Originator and is not due to force majeure (*forza maggiore*), to perform its obligations under the Warranty and Indemnity Agreement or any of the other Transaction Documents to which it is, or will become, a party;

(d) any Set-Off Loss being incurred by the Issuer as a consequence of the exercise by any Debtor of any right of set-off (including set-off pursuant to article 125-*septies* of the Consolidated Banking Act also in case of claims for refund of the unearned premium from the Issuer upon default of the Insurance Companies) and/or any amount of any Receivable not being collected or recovered by the Issuer as a consequence of the exercise by any Debtor of any right to termination, invalidity, annulment or withdrawal, or other claims and/or counterclaims against the Originator in relation to each Loan Agreement, Receivable or any other connected act or document (including, without limitation, any claim and/or counterclaim deriving from non-compliance with any credit consumer legislation (*credito al consumo*), banking and financial transparency rules or other consumer protection legislation (to the extent applicable)); and

(e) any claim for damages raised against the Issuer in relation to facts or circumstances occurred prior to the Transfer Date.

Any claim by the Issuer shall be made in writing to the Originator, stating the amount of the claim thereunder (the **Claimed Amount**), together with a detailed description of the reasons for such claim.

Subject to the following provisions, the Originator may challenge the validity of the claim made by the Issuer or the Claimed Amount at any time within 15 (fifteen) Business Days (the **Challenge Period**) of receipt of any such claim, by notice in writing to the Issuer (the **Challenge Notice**), provided that, if the Originator does not make such a challenge, it shall be deemed to have accepted the claim in the amount stated therein (the **Accepted Amount**). In such a case, the Originator shall pay to the Issuer the Accepted Amount into the Collection Account, within 5 (five) Business Days from the expiry of the Challenge Period.

In the event that the Originator challenges the validity of the claim or the Claimed Amount within the Challenge Period, the Originator and the Issuer shall promptly conduct in good faith negotiations to resolve the dispute. In the event that no agreement in writing is reached within 30 (thirty) Business Days from the date of receipt by the Issuer of the Challenge Notice, then the Issuer and the Originator may (i) when the subject matter of the dispute involves the resolution of any factual or estimation matters, refer the dispute to an internationally recognised accountancy firm or another mutually agreed third party expert (the **Expert**), to determine the amount of the relevant damages, losses, costs, claims and expenses that may be claimed by the Issuer (the **Allocated Amount**), it being understood that, should the Issuer and the Originator not reach an agreement upon the appointment of the Expert, the Expert shall be appointed by the chairman of the Courts of Milan and such appointment shall be conclusive and binding on each of the Issuer and the Originator; or

(ii) when the subject matter of the dispute involves the resolution of any matters relating to the interpretation of any provision of the Warranty and Indemnity Agreement and/or of any applicable laws, or any other matter falling outside the scope of the Expert's mandate, the relevant dispute will be referred to the Courts of Milan. The amount of the losses, costs and expenses so determined shall be considered as the Allocated Amount for the purposes of the Warranty and Indemnity Agreement. The Originator shall pay to the Issuer the Allocated Amount into the Collection Account, within 5 (five) Business Days from the date on which notice has been given to the Originator of the determination made by the Expert or the competent court, as the case may be.

In the event that a Claimed Amount becomes an Accepted Amount or an Allocated Amount, the Issuer shall be entitled to off-set the Accepted Amount or the Allocated Amount, as the case may be, with any amount due to the Originator pursuant to the Warranty and Indemnity Agreement or any other Transaction Documents.

The Originator's payment obligations may not be suspended or deferred by the Originator, not even by reason of any right, claim or counterclaim that the Originator asserts against the Issuer. The Originator hereby irrevocably waives its right to object its right to off-set any monetary claim owed to it by the Issuer.

Should a claim, counterclaim or other objection be judicially raised by a Debtor which would affect the value of the Receivables deriving from any Loans or the Issuer's rights related to the Receivables (the **Objection**), the following provisions will apply:

(i) if the Originator believes that the Objection is grounded, it shall, within 15 (fifteen) Business Days from the occurrence of the circumstance giving rise to such Objection, send a written notice to the Issuer (the **Objection Notice**), stating that it accepts the amount of the Objection (the **Accepted Objection Amount**); otherwise, the Objection will be considered groundless and therefore the Originator will resist judicially (in which case the amount of the Objection will be defined as **Contested Objection Amount**);

(ii) following the service of the Objection Notice and in any case within 5 (five) Business Days therefrom, the Originator shall pay into the Collection Account an amount equal to the Accepted Objection Amount;

(iii) any payment made to the Collection Account pursuant to paragraph (ii) above for the amount equal to the Accepted Objection Amount will be considered as payment of an indemnity pursuant to the Warranty and Indemnity Agreement;

(iv) if there is a Contested Objection Amount (but only in such circumstance), the Originator will have the right to contest, at its own expense, the Objection and to take, also in the name of the Issuer (if the Objection is raised exclusively towards the Issuer or jointly towards the Issuer and the Originator), any steps that the Originator deems necessary, including, but not limited to, the initiation of legal actions against the relevant Debtor, provided that the Issuer will use all reasonable endeavours to allow the Originator to take such actions, including, without limitation, the appointment of lawyers designated by the Originator and the granting of powers of attorney to the Originator to act in the name of the Issuer, it being understood that any costs, expenses and Taxes incurred by the Issuer in relation to any such activity will be borne exclusively by the Originator; and

(v) if the Objection is unfounded, Fiditalia, in its capacity as Sub-Servicer pursuant to the Sub-Servicing Agreement, will request the Debtor to pay the unpaid sum. Should the Debtor fail to pay any such sum, the Sub-Servicer will be entitled to take recovery actions in accordance with the Sub-Servicing Agreement and the Collection Policies.

Re-transfer of Receivables

Without prejudice to the without recourse (*pro soluto*) nature of the assignment of the Receivables and any other right accruing to the Issuer by virtue of contract or law, if:

(a) any representation and warranty made by the Originator under paragraphs "*Loans and Receivables*" or "*Data*" of the Warranty and Indemnity Agreement proves to be untrue, incorrect or misleading in any material respect when made or repeated; and

(b) the Originator does not remedy such breach within 15 (fifteen) Business Days of receipt from the Issuer of a written request to this effect (the **Remedy Period**),

the Originator has granted to the Issuer, pursuant to and for the purposes of article 1331 of the Italian civil code, the option to re-transfer (the **Re-transfer Option**) to the Originator the Receivables in relation to which the relevant breach has occurred and is continuing (the **Affected Receivables** and each re-transfer thereof a **Re-transfer**), in accordance with the terms and conditions set out below (the **Re-Transfer of Receivables**).

The Issuer may exercise the Re-transfer Option at any time during the period starting from the Business Day immediately following the expiry of the Remedy Period and ending on the date falling 30 (thirty) Business Days thereafter by serving an irrevocable written notice on the Originator (the **Re-transfer Option Exercise Notice**).

The price for the Re-transfer (the **Re-transfer Price**) shall be equal to the Individual Purchase Price of the Affected Receivables, less all Collections received or recovered by the Issuer in respect thereof up to the date of payment of the Re-transfer Price.

In addition to the Re-transfer Price (without double counting), the Issuer will be entitled to receive from the Originator, as indemnity, an amount equal to any duly documented costs, expenses, losses, damages and other liabilities incurred by the Issuer in relation to the Affected Receivables as a direct consequence of the misrepresentation of the Originator.

Within 5 (five) Business Days of receipt of the Re-transfer Option Exercise Notice, the Originator shall:

(i) deliver to the Issuer the following certificates:

  (A) a solvency certificate signed by an authorised representative of the Originator, in the form attached to the Transfer Agreement, dated the date of payment of the relevant Re-transfer Price; and

  (B) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura)*, dated no earlier than 5 (five) Business Days prior to the date of payment of the relevant Re-transfer Price, stating that the Originator is not subject to any insolvency proceeding; and

(ii) pay to the Issuer the Re-transfer Price and the indemnity (if any) set out above, into the Collection Account.

It remains understood that the Re-transfer of the Affected Receivables will be effective subject to the actual payment in full of the Re-transfer Price.

The Issuer and the Originator have acknowledged and agreed that the Re-Transfer of the Affected Receivables shall be made without recourse (*pro soluto*), at risk of the purchaser (*a rischio e pericolo del compratore*) pursuant to article 1488, paragraph 2, of the Italian civil code, without any warranty by the

Issuer (including, without limitation, any warranty as to the existence of the Affected Receivables in derogation of article 1266, paragraph 1, of the Italian civil code).

Governing Law and Jurisdiction

The Warranty and Indemnity Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Warranty and Indemnity Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

6. THE AGENCY AND ACCOUNTS AGREEMENT

General

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

Account Bank

The Account Bank has agreed to (i) open in the name of the Issuer and manage, in accordance with the Agency and Accounts Agreement, the Accounts held with it, and (ii) provide the Issuer with certain reporting services together with certain handling services in relation to monies from time to time standing to the credit of such Accounts.

Under the Agency and Accounts Agreement, the Issuer has instructed the Account Bank to arrange for the transfer to the Payments Account from the other relevant Accounts of amounts sufficient to make, on the relevant Payment Date, the payments specified in the relevant Payments Report. In particular:

(a) payments in favour of the Noteholders shall be made by transferring the full amount thereof to the Paying Agent (in the event that the Account Bank and the Paying Agent are not the same entity), which shall make the payments on the relevant Payment Date; and

(b) payments to the Other Issuer Creditors and any other third party creditors shall be made by the Account Bank on relevant Payment Date,

in each case to the extent that Issuer Available Funds are available for such purposes and in accordance with the applicable Priority of Payments. No payments may be made out of the Accounts held with the Account Bank which would thereby cause or result in such accounts becoming overdrawn.

On or prior to each Account Bank Report Date, the Account Bank shall deliver a copy of the Account Bank Report in respect of each of the Accounts held with it to the Issuer, the Master Servicer, the Sub-Servicer, the Back-up Sub-Servicer, the Corporate Servicer, the Representative of the Noteholders, the Calculation Agent and the Custodian (if any).

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

Custodian

If the Issuer (as directed by the Sub-Servicer) intends to apply the amounts standing to the credit of the Collection Account and the Cash Reserve Account to make Eligible Investments, it shall appoint, with prior notice to the Rating Agencies, an Eligible Institution who is willing to act as Custodian by acceding to the Agency and Accounts Agreement and the Intercreditor Agreement.

The Custodian shall (i) open in the name of the Issuer and manage the Securities Account, (ii) settle, upon written instructions of the Sub-Servicer, Eligible Investments, and (iii) on each Eligible Investments Report Date, prepare and deliver to the Issuer, the Calculation Agent, the Master Servicer, the Sub-Servicer, the Representative of the Noteholders and the Account Bank the Eligible Investments Report.

For the avoidance of doubt, the Issuer shall, acting upon written instructions of the Sub-Servicer, direct the Account Bank to make available to the Custodian the amounts from time to time standing to the credit of the Collection Account and Cash Reserve Account so as to permit the Custodian, acting upon written instructions of the Sub-Servicer given in the form to be agreed with the Issuer, to apply such funds in deposit accounts only if such deposit accounts (A) are opened with a depositary institution organised under the law of any state which is a member of the European Union or the UK or of the United States and satisfies the rating requirements set out in the definition of Eligible Investments, and (B) meet the maturity, currency and other requirements set out in the definition of Eligible Investments.

The Issuer shall, acting upon written instructions of the Sub-Servicer, instruct the Account Bank to make available to the Custodian the amounts from time to time standing to the credit of the Collection Account and the Cash Reserve Account so as to permit the Custodian, acting upon written instructions of the Sub-Servicer given in the form to be agreed with the Issuer, to settle Eligible Investments only to the extent that such Eligible Investments mature or are realisable on or before the Eligible Investment Maturity Date, provided that the Issuer may, acting upon written instructions of the Sub-Servicer, instruct the Custodian to facilitate the liquidation of any Eligible Investment also before the relevant Eligible Investment Maturity Date to the extent that the relevant proceeds are at least equal to the amount initially invested.

The Issuer shall, acting upon written instructions of the Sub-Servicer, instruct the Account Bank to make available to the Custodian the amounts from time to time standing to the credit of the Collection Account and Cash Reserve Account so as to permit the Custodian, acting upon written instructions of the Sub-Servicer given in the form to be agreed with the Issuer, to settle Eligible Investments only on a monthly basis (or on such other basis as may be agreed between the Sub-Servicer and the Custodian), provided that no instruction shall be given to settle Eligible Investments in the period beginning on the Business Day immediately preceding the relevant Eligible Investment Maturity Date and ending on the immediately following Payment Date (inclusive).

If any Eligible Investments cease to have any of the minimum ratings, or to meet any of the other requirements, set out in the definition of Eligible Investments (each, a **Non-Eligibility Event**), the Issuer shall, acting upon written instructions of the Sub-Servicer, instruct the Custodian:

(a) in respect of Eligible Investments consisting of securities, to facilitate the liquidation of such securities within the earlier of the date falling 30 (thirty) days following the occurrence of the relevant Non-Eligibility Event and the Eligible Investments Maturity Date immediately following such Non-Eligibility Event; or

(b) in respect of Eligible Investments consisting of deposits, to transfer such deposits, within the earlier of the date falling 30 (thirty) days following the occurrence of the relevant Non-Eligibility Event and the Eligible Investments Maturity Date immediately following such Non-Eligibility Event, into another account (A) opened with a depositary institution organised under the law of any state which is a member of the European Union or the UK or of the United States and satisfies the rating requirements set out in the definition of Eligible Investments, and (B) meeting the maturity, currency

and other requirements set out in the definition of Eligible Investments, provided that such transfer shall be made at cost of the account bank with which the relevant deposits were held.

The Custodian shall at all times be an Eligible Institution

Deposit Account Bank

Following the occurrence of a Commingling and Set-Off Guarantor Termination Event, if the Commingling and Set-Off Guarantor is required to deposit the Commingling and Set-Off Guarantee Deposit into the Commingling and Set-Off Guarantee Deposit Account pursuant to the terms of the Commingling and Set-Off Guarantee, the Issuer shall immediately appoint, with the prior notice to the Rating Agencies, an Eligible Institution who is willing to act as Deposit Account Bank pursuant to the terms of the Agency and Accounts Agreement, the Commingling and Set-Off Guarantee and any other relevant Transaction Document.

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

Calculation Agent

On or prior to each Calculation Date and subject to the Calculation Agent having received the information listed in schedule 2 (*Payments Report Information*) to the Agency and Accounts Agreement by no later than the relevant time indicated therein, the Calculation Agent shall determine:

(i) the amount of the Issuer Available Funds;

(ii) the Cash Reserve Required Amount in respect of the immediately following Payment Date;

(iii) the Target Amortisation Amount, the Class A Redemption Amount, the Class B Redemption Amount, the Class C Redemption Amount, the Class D Redemption Amount and the Class J Redemption Amount due on the Notes of each relevant Class on the immediately following Payment Date (or the principal payment due on the Notes of each relevant Class on the immediately following Payment Date);

(iv) the principal amount redeemable in respect of each Note of each Class on the immediately following Payment Date;

(v) the Principal Amount Outstanding of each Note on the immediately following Payment Date (after deducting any principal payment due to be made on such Payment Date in respect of each Note); and

(vi) the Class J Variable Return (if any) payable on the Class J Notes on the immediately following Payment Date,

and notify the same through the Payments Report.

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

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

deliver the Sub-Servicer's Report to the Calculation Agent by the relevant Sub-Servicer's Report Date (or such later date as may be agreed between the Sub-Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), the Calculation Agent shall prepare the Payments Report relating to the immediately following Payment Date on the basis of the provisions of the Transaction Documents and any other information available on the relevant Calculation Date (including, without limitation, the balance standing to the credit of the Accounts), irrespective of its completeness and only interest on the Senior Notes (and, as long as no relevant Mezzanine Interest Subordination Event has occurred in relation to a Class of Mezzanine Notes in respect of such Payment Date, interest on such Class of Mezzanine Notes) and any amounts ranking in priority thereto under the Pre-Acceleration Priority of Payments shall be due and payable on such Payment Date, to the extent there are sufficient Issuer Available Funds to make such payments (the **Provisional Payments**). It is understood that the non-payment of principal on the Notes on such Payment Date would not constitute a Trigger Event. On the next Calculation Date and subject to the receipt of the relevant Sub-Servicer's Report, in a timely manner, from the Sub-Servicer, the Calculation Agent shall, in determining the amounts due and payable on the immediately following Payment Date, make any necessary adjustment to take into account the difference (if any) between the Provisional Payments made on the immediately preceding Payment Date and the actual amounts that would have been due on that Payment Date.

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

The Calculation Agent shall, subject to receipt of any relevant information from the Issuer or the Sub-Servicer, as the case may be, prepare the SR Investors Report setting out certain information with respect to the Portfolio and the Notes (including the information referred to in point (e), items (i), (ii) and (iii), of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation), in compliance with point (e) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and the applicable Technical Standards, and deliver it via e-mail and in .csv format to the Reporting Entity in a timely manner in order for the Reporting Entity to make available, through the Securitisation Repository, the SR Investors Report (simultaneously with the Loan by Loan Report and the Inside Information and Significant Event Report to be made available on the relevant ESMA Report Date) to the holders of a securitisation position, the competent authorities and, upon request, to potential investors in the Notes on each ESMA Report Date.

In addition, the Calculation Agent shall, subject to receipt of any relevant information from the Issuer or the Sub-Servicer, as the case may be, prepare the Inside Information and Significant Event Report containing the information set out in points (f) and (g) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation (including, *inter alia*, the occurrence of a Sequential Redemption Event and the occurrence of any Trigger Event), and deliver it via email and in .csv format 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 and, upon request, to potential investors in the Notes without undue delay following the occurrence of the relevant event triggering the delivery of such report in accordance with the EU Securitisation Regulation and the applicable Technical Standards and, in any case, on each ESMA Report Date (simultaneously with the Loan by Loan Report and the SR Investors Report).**Paying Agent**

The Paying Agent has agreed to provide the Issuer with certain calculation, payment and agency services in relation to the Notes, including without limitation, calculating the Interest Amount and the Aggregate

Interest Amount, making payments to the Noteholders, giving notices and issuing certificates and instructions in connection with any Meeting.

The Paying Agent shall at all times be an Eligible Institution.

Termination and resignation

The Issuer may or shall, subject to the terms and conditions of the Agency and Accounts Agreement, terminate the appointment of any Agent upon occurrence of certain events relating to the relevant Agent, including insolvency, breach of obligations, breach of representations and warranties and illegality (subject to the cure periods and materiality thresholds set out in the Agency and Accounts Agreement) (each, a **Termination Event**).

The Issuer may (with the prior written consent of the Representative of the Noteholders and prior notice to the Rating Agencies) revoke its appointment of any Agent by giving not less than 90 (ninety) days' prior written notice to the relevant Agent (with a copy to the Representative of the Noteholders and the Rating Agencies), regardless of whether a Termination Event has occurred, without being requested to give any reason for such revocation and without being responsible for any liabilities, damages, costs, expenses or losses incurred by any party to the Agency and Accounts Agreement as a result of such revocation.

Each of the Agents may at any time resign from its respective appointment under the Agency and Accounts Agreement by giving to the Issuer (which shall thereupon notify the Rating Agencies) and the Representative of the Noteholders not less than 90 (ninety) days' written notice to that effect, without being requested to give any reason for such resignation and without being responsible for any liabilities, damages, costs, expenses or losses incurred by any party to the Agency and Accounts Agreement as a result of such resignation.

Upon any revocation, resignation or termination of any appointment of an Agent, the Issuer may (with the prior written consent of the Representative of the Noteholders) or shall (if so instructed by the Representative of the Noteholders) revoke or terminate the appointment of that Agent in all the other capacities in which such Agent acts pursuant to the Agency and Accounts Agreement, by giving a written notice to that effect to the relevant Agent, the Representative of the Noteholders, the Rating Agencies and the other parties to the Agency and Accounts Agreement.

Upon the resignation by or termination of the appointment of any of the Agents, the Issuer shall, with the prior written consent of the Representative of the Noteholders and prior notice to the Rating Agencies, appoint a relevant successor (which, in the case of the Account Bank, the Custodian (if any), the Deposit Account Bank (if any) and the Paying Agent, must be an Eligible Institution), provided that no resignation or termination of the appointment of any of the Agents shall take effect until the relevant successor has been appointed.

Upon any revocation, resignation or termination of any of the Agents taking effect in accordance with the Agency and Accounts Agreement:

(a) the relevant revoked, resigning or terminated Agent shall, as soon as reasonably practicable, save as required by any law or regulation affecting it and subject to all applicable laws and regulations (including, if applicable, the Privacy Rules and its implementing regulations), deliver to the Issuer, the Representative of the Noteholders and any other entity which the Representative of the Noteholders may indicate, all the records and all books of account, papers, records, registers, computer tapes, statements, correspondence and documents in its possession or under its control (or copies thereof) relating to the Notes and its performance of its obligations pursuant to the Agency and Accounts Agreement provided that it shall not thereby be required to disclose details of its own affairs and business or those of its other clients;

(b) any further rights and obligations of the relevant revoked, resigning or terminated Agent under the Agency and Accounts Agreement shall cease but without prejudice to any rights or obligations of the relevant resigning, revoked or terminated Agent towards any of the other parties to the Agency and Accounts Agreement incurred before the effective date of such revocation, termination or resignation (including without limitation, such revoked, resigning or terminated Agent's right to receive all fees and expenses properly incurred by it in accordance with the Agency and Accounts Agreement accrued up to the effective date of its revocation, termination or resignation which amounts shall be payable on the dates on which they would otherwise have fallen due under the Agency and Accounts Agreement); and

(c) the relevant revoked, resigning or terminated Agent shall provide reasonable assistance to its successor, for a maximum period of 3 (three) months, to enable its successor to assume and perform its duties and responsibilities hereunder, in accordance with any reasonable request of the Issuer or the Representative of the Noteholders.

In the event of the termination, revocation or resignation of the Account Bank, the Custodian (if any), the Deposit Account Bank (if any) or the Paying Agent becoming effective in accordance with the Agency and Accounts Agreement, the Issuer shall, at its own cost (or, in case of loss of status of the Eligible Institution by the Account Bank, the Custodian (if any), the Deposit Account Bank (if any) or the Paying Agent, at the cost of the Account Bank, the Custodian (if any), the Deposit Account Bank (if any) or the Paying Agent having lost the status of Eligible Institution, as the case may be, such costs to be limited in all cases to the administrative costs referred to in the Agency and Accounts Agreement), promptly and in event within 30 (thirty) calendar days, transfer the data and information in its possession and, in case of loss of status of Eligible Institution by the Account Bank, the Custodian (if any) or the Deposit Account Bank (if any), the balance of funds (together with accrued interest) or securities held in the relevant Accounts to another bank which shall qualify as Eligible Institution. It is understood that, in case of termination, revocation and resignation of any Agent, no other costs in connection with its replacement shall be borne by the affected Agent.

Agents' fees and expenses

The Issuer shall pay to each of the Agents, on each Payment Date in accordance with the applicable Priority of Payments, such remuneration in respect of the services to be provided by each of them under the Agency and Accounts Agreement (together with value added tax thereon, if applicable) as agreed between the Issuer and the relevant Agent under a separate fee letter entered into on or prior to the Issue Date.

The Issuer shall also pay to the Agents all reasonable out-of-pocket expenses duly documented and properly incurred by each of them respectively in connection with the performance of their services under the Agency and Accounts Agreement (together with any value added tax thereon, if applicable) upon receipt of notification of the amount of such expenses and on production of such invoices and receipts as the Issuer may reasonably require on the Payment Date immediately succeeding the Interest Period during which such costs or expenses are incurred.

Governing Law and Jurisdiction

The Agency and Accounts Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Agency and Accounts Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

7. THE INTERCREDITOR AGREEMENT

General

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

The obligations owed by the Issuer to each of the Other Issuer Creditors, including without limitation, the obligations under any Transaction Document to which such Other Issuer Creditor is a party, will be limited recourse obligations of the Issuer. Each of the Other Issuer Creditors will have a claim against the Issuer only to the extent of the Issuer Available Funds, in each case subject to and as provided for in the Intercreditor Agreement and the other Transaction Documents.

Under the terms of the Intercreditor Agreement, the Issuer has irrevocably appointed, effective as from the Issue Date, the Representative of the Noteholders, as its true and lawful agent (*mandatario con rappresentanza*) in the interest, and for the benefit of, the Noteholders and the Other Issuer Creditors pursuant to article 1411 and article 1723, second paragraph, of the Italian civil code, to exercise, in the name and on behalf of the Issuer, all and any of the Issuer's rights (other than the rights and powers pertaining to the collection and recovery activities delegated to the Master Servicer, the Sub-Servicer and the Back-up Sub-Servicer and the activities delegated to the Corporate Servicer, the Stichting Corporate Services Provider or the Agents under the Transaction Documents) arising from the Transaction Documents to which the Issuer is or will be a party. The mandate conferred by the Issuer on the Representative of the Noteholders as described above shall take effect upon the earlier of:

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

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

In addition, under the terms of the Intercreditor Agreement:

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

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

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

Under the terms of the Intercreditor Agreement, the Issuer has undertaken, upon the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, to comply with all directions of the Representative of the Noteholders, acting pursuant to Conditions, in relation to the management and administration of the Portfolio.

Swap agreement

Under the Intercreditor Agreement, the Originator and the Issuer have acknowledged and agreed that the interest rate risk arising from the mismatch between the interest rate applicable on the Loans and the Rated Notes is appropriately mitigated through the Swap Agreement pursuant to article 21(2) of the EU Securitisation Regulation.

In addition, the Issuer has covenanted with the Representative of the Noteholders that, in the event of early termination of the Swap Agreement, including any termination upon failure by the Swap Counterparty to perform its obligations, it will use its best endeavours to find, with the cooperation of the Originator, a suitably rated replacement swap counterparty who is willing to enter into a replacement swap agreement substantially on the same terms as the Swap Agreement.

Risk retention and transparency requirements

Under the Intercreditor Agreement the relevant parties thereto have agreed upon certain provisions relating to compliance with risk retention and transparency requirements in accordance with the EU Securitisation Regulation. For further details, see the section headed "*Risk Retention and Transparency Requirements*".

No active portfolio management

Under the Intercreditor Agreement, the parties thereto have acknowledged that the disposal of Receivables is permitted only in the following circumstances: (A) from the Issuer to the Originator, in case of any breach of representations and warranties by the Originator pursuant to the terms of the Warranty and Indemnity Agreement, (B) from the Issuer to Originator, in case of repurchase of the Portfolio following the occurrence of a Clean-up Call Event or a Tax and Illegality Event, pursuant to the terms of the Transfer Agreement, (C) from the Issuer (or the Sub-Servicer on its behalf) to third parties in case of sale of Defaulted Receivables pursuant to the terms of the Servicing Agreement, and (D) from the Issuer (or the Representative of the Noteholders on its behalf) to third parties in case of disposal of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event pursuant to the terms of the Intercreditor Agreement. Therefore, no active portfolio management within the meaning of article 20(7) of the EU Securitisation Regulation and the EBA Guidelines on STS Criteria is allowed.

Regulatory Mezzanine Loan

Under the Intercreditor Agreement, the parties thereto have acknowledged the provisions of Condition 6(f) (*Early redemption for Regulatory Call Event*) and have agreed to, promptly after the Regulatory Call Early Redemption Date, execute and deliver all instruments, notices and documents and take all further actions that the Issuer or the Originator may reasonably request including, without limitation, agreeing all necessary

modifications, waivers and additions to the Transaction Documents required in order to, among others: (A) achieve, in respect of the Transaction Parties (other than, for the avoidance of doubt, the Originator) an equivalent economic effect as the position under the Transaction Documents on the date immediately prior to the Regulatory Call Early Redemption Date; and (B) reflect the advance of the Regulatory Mezzanine Loan by the Originator, provided that no such modifications, waivers and additions are materially prejudicial to the interests of the holders of the Class A Notes.

Disposal of the Portfolio following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event

Following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the Issuer (or the Representative of the Noteholders on its behalf) may (with the consent of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed by an Extraordinary Resolution of the holders of the Most Senior Class of Notes) dispose of the whole Portfolio (in one or more tranches), provided that:

(a) the relevant purchaser has obtained all the necessary approvals and authorisations;

(b) the relevant purchaser has provided the Issuer and the Representative of the Noteholders with:

(i) a solvency certificate signed by an authorised representative of the purchaser and dated no earlier than the date on which the Portfolio will be sold; and

(ii) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*) dated no earlier than 5 (five) Business Days before the date on which the Portfolio will be sold, stating that such purchaser is not subject to any insolvency proceeding or any other equivalent certificate under the relevant jurisdiction in which the purchaser is incorporated; and

(c) the Rating Agencies have been notified in advance of such disposal.

The sale price of the Portfolio shall be equal to the Final Sale Price.

The sale price of the Portfolio shall be unconditionally paid on the relevant date of disposal by credit transfer in Euro and in same day, freely transferable, cleared funds into the Payments Account. The disposal of the Portfolio will be effective subject to the actual payment in full of the sale price.

The disposal of the Portfolio shall be made without recourse (*pro soluto*), at risk of the purchaser (*a rischio e pericolo del compratore*) pursuant to article 1488, paragraph 2, of the Italian civil code, without any warranty by the Issuer (including, without limitation, any warranty as to the existence of the Receivables comprised in the Portfolio in derogation of article 1266, paragraph 1, of the Italian civil code).

Disposal of the Portfolio in case of early redemption for Tax or Illegality Event

In case of early redemption of the Notes in accordance with Condition 6(d) (*Redemption, purchase and cancellation - Early redemption for Tax or Illegality Event*), the Issuer may (with the prior written consent of the Representative of the Noteholders acting upon instruction of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) or shall (if so directed by the Representative of the Noteholders acting upon instruction of an Extraordinary Resolution of the holders of the Most Senior Class of Notes) dispose of the whole Portfolio (in one or more tranches), provided that:

(a) a sufficient amount would be realised from such disposal to allow discharge in full of at least all amounts owing to the Rated Noteholders and amounts ranking in priority thereto or *pari passu* therewith in accordance with the Post-Acceleration Priority of Payments;

(b) the relevant purchaser has obtained all the necessary approvals and authorisations;

(c) the relevant purchaser has provided the Issuer and the Representative of the Noteholders with:

(i) a solvency certificate signed by an authorised representative of the purchaser and dated no earlier than the date on which the Portfolio will be sold; and

(ii) a good standing certificate issued by the competent companies' register (*certificato di iscrizione nella sezione ordinaria della Camera di Commercio, Industria, Artigianato ed Agricoltura*) dated no earlier than 5 (five) Business Days before the date on which the Portfolio will be sold, stating that such purchaser is not subject to any insolvency proceeding or any other equivalent certificate under the relevant jurisdiction in which the purchaser is incorporated; and

(d) the Rating Agencies have been notified in advance of such disposal.

Without prejudice to paragraph (a) above, the sale price of the Portfolio shall be equal to the Final Sale Price.

The sale price of the Portfolio shall be unconditionally paid on the relevant date of disposal by credit transfer in Euro and in same day, freely transferable, cleared funds into the Payments Account. The disposal of the Portfolio will be effective subject to the actual payment in full of the sale price.

The disposal of the Portfolio shall be made without recourse (*pro soluto*), at risk of the purchaser (*a rischio e pericolo del compratore*) pursuant to article 1488, paragraph 2, of the Italian civil code, without any warranty by the Issuer (including, without limitation, any warranty as to the existence of the Receivables comprised in the Portfolio in derogation of article 1266, paragraph 1, of the Italian civil code).

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

Governing Law and Jurisdiction

The Intercreditor Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Intercreditor Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

8. THE CORPORATE SERVICES AGREEMENT

General

Pursuant to the Corporate Services Agreement, the Corporate Servicer shall provide the Issuer with certain corporate administration and management services.

These services include, *inter alia*, the safekeeping of documentation pertaining to meetings of the Issuer's quotaholders and directors, maintaining the quotaholders' register, preparing VAT (value added tax) and other tax and accounting records, preparing the Issuer's annual balance sheet and administering all matters relating to the taxation of the Issuer.

Corporate Servicer's fees and expenses

As consideration for the services rendered pursuant to the Corporate Services Agreement, the Corporate Servicer shall be entitled to receive from the Issuer, on each Payment Date in accordance with the applicable Priority of Payments, for the amount accrued *pro rata temporis*, an annual fee specified in a separate letter entered into between the Issuer and the Corporate Servicer on or prior to the Issue Date.

The Corporate Servicer shall be entitled to be reimbursed, out of the funds standing to the credit of the Expenses Account (or, to the extent such funds are not sufficient, out of the Issuer Available Funds, in accordance with the applicable Priority of Payments), for any costs and expenses (including, without limitation and by way of example only, travel disbursements, cable, telex, postage, publication of notices and legal expenses) advanced in the name and on behalf of the Issuer and incurred in consequence of its activity under the Corporate Services Agreement, without any mark-up and with the evidence of all details.

Should the Corporate Servicer be required to provide services additional to those contemplated in the Corporate Services Agreement, the Corporate Servicer will be paid for such additional services as agreed in advance in a separate fee letter with the Issuer, subject to the prior written consent of the Representative of the Noteholders and the prior notice to the Rating Agencies.

Termination of the appointment of the Corporate Servicer

The Issuer may (or shall, if so directed by the Representative of the Noteholders), terminate the Corporate Services Agreement under article 1725 of the Italian civil code, at any time, by giving a written notice to the Corporate Servicer (with copy to the Representative of the Noteholders, the Master Servicer, the Sub-Servicer and the Rating Agencies), in case of material default of the Corporate Servicer in the performance or observance of its obligations set out under the Corporate Services Agreement.

In addition, the Issuer may (or shall, if so directed by the Representative of the Noteholders) terminate the appointment of the Corporate Servicer, at any time, by giving to the Corporate Servicer (with copy to the Representative of the Noteholders, the Master Servicer, the Sub-Servicer and the Rating Agencies) 3 (three) calendar months' prior written notice.

The Corporate Servicer may resign from its appointment under the Corporate Services Agreement at any time by giving at least 3 (three) calendar months prior written notice to the Issuer (with copy to the Representative of the Noteholders, the Master Servicer, the Sub-Servicer and the Rating Agencies).

Any termination of the appointment or resignation of the Corporate Servicer will have effect starting from the later of (i) the date indicated in the relevant written notice; and (ii) the date on which a successor corporate servicer has entered into a new corporate services agreement containing, *mutatis mutandis*, the terms and conditions of the Corporate Services Agreement (subject to any amendments or different provision which the parties thereto may agree in writing subject to the prior written consent of the Representative of the Noteholders or may be required by the Representative of the Noteholders and the prior notice to the Rating Agencies) and adhered to the other Transaction Documents to which the Corporate Servicer is a party.

The Corporate Servicer shall, for a period of 6 (six) months after the termination of its appointment or resignation, co-operate fully with the Issuer and any successor corporate servicer by delivering all records and information in its possession and relating to the performance of its functions under the Corporate

Services Agreement in a format which will enable such successor corporate servicer to assume such functions or, as the case may be, the Issuer to continue the Issuer's business.

Governing Law and Jurisdiction

The Corporate Services Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Corporate Services Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

9. STICHTING CORPORATE SERVICES AGREEMENT

General

Pursuant to the Stichting Corporate Services Agreement, the Stichting Corporate Services Provider has undertaken to provide certain management and administration services in relation to the Quotaholder.

The Stichting Corporate Services Provider shall be responsible for the provision of services to, and the management and administration of, the Quotaholder and all matters incidental thereto or connected therewith and with due observance of the following: (i) all requirements of applicable laws and the provisions of the articles of association of the Quotaholder; and (ii) the provisions of the Stichting Corporate Services Agreement.

Governing Law and Jurisdiction

The Stichting Corporate Services Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Stichting Corporate Services Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

10. THE QUOTAHOLDER'S AGREEMENT

General

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

The Quotaholder has also agreed not to dispose of, or charge or pledge, the quotas of the Issuer.

Governing Law and Jurisdiction

The Quotaholder's Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Quotaholder's Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

11. COMMINGLING AND SET-OFF GUARANTEE

General

Pursuant to the Commingling and Set-Off Guarantee, the Commingling and Set-Off Guarantor has unconditionally and irrevocably guaranteed as its continuing obligation:

(a) for so long as Fiditalia acts as Sub-Servicer under the Securitisation, the full and punctual performance by the Sub-Servicer of its obligations to transfer the Collections into the Collection Account in accordance with the terms of the Sub-Servicing Agreement; and

(b) the full and punctual performance by the Originator of its obligations to indemnify the Issuer in case of any Set-Off Loss in accordance with the terms of the Warranty and Indemnity Agreement,

to the extent any of such obligations is breached and the relevant breach is not remedied within 5 (five) Business Days following the occurrence thereof (respectively, the **Commingling Guaranteed Obligation** and the **Set-Off Guaranteed Obligation**, and any of them, a **Guaranteed Obligation**). The Commingling and Set-Off Guarantor's liability under the Commingling and Set-Off Guarantee in relation to the Guaranteed Obligations shall not exceed (i) with respect to the Commingling Guaranteed Obligation, the Commingling Maximum Guaranteed Amount, and (ii) with respect to the Set-Off Guaranteed Obligation, the Set-Off Maximum Guaranteed Amount.

Accordingly, the Commingling and Set-Off Guarantor, as principal debtor and not merely as surety, hereby unconditionally and irrevocably undertakes to pay the Issuer on first demand - without exception whatsoever (including, without limitation, set-off, counterclaim and the Sub-Servicing Agreement or the Warranty and Indemnity Agreement being or becoming void, voidable or unenforceable) and without requiring the Issuer first to take any steps against the Sub-Servicer, the Originator or any other person or entity (*escussione preventiva*) - a sum equal to the amount of the Collections not duly transferred or the Set-Off Loss not duly indemnified (within the applicable Maximum Guaranteed Amount) which the Issuer and/or the Representative of the Noteholders declares due to it in respect of the relevant Guaranteed Obligation (the **Relevant Amount**). Any payment of the Relevant Amount (the **Payment**) shall be made into the Payments Account within 2 (two) Business Days of receipt by the Commingling and Set-Off Guarantor of a written demand from the Issuer (acting through the Corporate Servicer or the Calculation Agent) requiring the Relevant Amount to be paid (the **Payment Demand**) and, in any event, within the Commingling and Set-Off Guarantee Expiry Date.

No later than 3 (three) Business Days following the occurrence of a Commingling and Set-Off Guarantor Termination Event, the Commingling and Set-Off Guarantor shall deposit an amount equal to the then applicable Maximum Guaranteed Amount (the **Commingling and Set-Off Guarantee Deposit**) into an account opened in the name of the Issuer with an Eligible Institution (the **Commingling and Set-Off Guarantee Deposit Account**), unless, prior to the occurrence of such Commingling and Set-Off Guarantor Termination Event, (i) a replacement guarantee is entered into between the Issuer and an Eligible Commingling and Set-Off Guarantor on terms and conditions substantially equivalent to those of the Commingling and Set-Off Guarantee; or (ii) different actions have been taken as a result of which the Rating Agencies have confirmed that the then current rating of the Rated Notes is not affected by the occurrence of such Commingling and Set-Off Guarantor Termination Event.

After the Commingling and Set-Off Guarantee Deposit has been posted on the Commingling and Set-Off Guarantee Deposit Account, the Issuer will be entitled to withdraw the Relevant Amount from the Commingling and Set-Off Guarantee Deposit Account in order to satisfy the relevant Guaranteed Obligation (the **Drawing**). Notice of the Drawing made (the **Drawing Notice**) shall be sent by the Issuer (acting through the Corporate Servicer or the Calculation Agent) and/or the Representative of the Noteholders to the Commingling and Set-Off Guarantor by not later than 2 (two) Business Days following the relevant Drawing from the Commingling and Set-Off Guarantee Deposit Account.

The Commingling and Set-Off Guarantee Deposit Account shall be closed, and all sums then deposited into the Commingling and Set-Off Guarantee Deposit Account shall be repaid to the Commingling and Set-Off Guarantor outside the Priority of Payments, on the Final Maturity Date or, if earlier, upon the occurrence of any of the following events: (i) the Rated Notes have been redeemed in full; or (ii) the Commingling and Set-Off Guarantor regains the status of Eligible Commingling and Set-Off Guarantor; or (iii) a replacement guarantee is obtained with an Eligible Commingling and Set-Off Guarantor; or (iv) one of the Commingling and Set-Off Guarantee Termination Events has occurred.

All of the Commingling and Set-Off Commingling and Set-Off Guarantor's obligations under the Commingling and Set-Off Guarantee shall remain valid, effective and enforceable - even if the Issuer does not present to the Commingling and Set-Off Guarantor its Payment Demands or does not make a Drawing within the time limit indicated in article 1957 of the Italian civil code nor does it continue to pursue such claim as provided for thereby - until the earlier of (i) the occurrence of a Commingling and Set-Off Guarantee Termination Event, to be notified by means of written notice by the Sub-Servicer, the Originator or the Commingling and Set-Off Guarantor to the Issuer and the Representative of the Noteholders; (ii) the redemption in full of the Rated Notes, and (iii) the Final Maturity Date (the **Commingling and Set-Off Guarantee Expiry Date**). Should, following the occurrence of a Commingling and Set-Off Guarantee Termination Event, the unsecured and unsubordinated debt obligations of Fiditalia fall below the Minimum Ratings, the Issuer shall procure that, within 30 (thirty) days of such downgrading, the Commingling and Set-Off Guarantor (or another Eligible Commingling and Set-Off Guarantor) issues a guarantee having substantially the same terms as the Commingling and Set-Off Guarantee, subject to a prior notice to the Rating Agencies.

The Commingling and Set-Off Guarantor's liability under the Commingling and Set-Off Guarantee shall remain in full force and effect until the Commingling and Set-Off Guarantee Expiry Date notwithstanding any act, omission, event or matter whatsoever, whether or not known by the Commingling and Set-Off Guarantor, the Sub-Servicer, the Originator and/or the Issuer (other than the irrevocable payment to the Issuer of the relevant Guaranteed Obligation) and nothing shall impair or discharge the liabilities or obligations of the Commingling and Set-Off Guarantor under the Commingling and Set-Off Guarantee. The foregoing shall apply, without limitation, in relation to:

(a) any defence or counterclaim which the Sub-Servicer or the Originator, as the case may be, or any third party may be able to assert against the Issuer, judicially or otherwise;

(b) any amendment, variation, assignment, replacement or novation (with respect to both the activity to be performed and the identity of the Sub-Servicer or the Originator, as the case may be) (however substantial or material) of, to or from the relevant Guaranteed Obligation;

(c) any release of, or granting of time or any other indulgence to, the Sub-Servicer or the Originator, as the case may be, or any third party;

(d) any winding up, dissolution, reorganisation or the insolvency, legal limitation, disability, incapacity or lack of corporate power or authority or other circumstances of, or any change in the constitution or corporate identity or loss of corporate identity by, the Sub-Servicer or the Originator, as the case may be; or

(e) the unenforceability, illegality or invalidity, non-provability of any Guaranteed Obligation, the performance of any Guaranteed Obligation becoming impossible or excessively onerous or any other circumstances which might affect the ability of the Beneficiary to recover amounts from the Sub-Servicer under the Sub-Servicing Agreement or the Originator under the Warranty and Indemnity Agreement, as the case may be, in each case as a result of any kind of agreement, instrument, change of law or its interpretation or other decision or measure, be it legislative, administrative or judicial, be it Italian or foreign.

The Commingling and Set-Off Guarantor has expressly waived any right it may have under articles 1239, 1939, 1944, 1945 and 1955 of the Italian civil code, from which the guarantee provided for under the Commingling and Set-Off Guarantee expressly derogates thus exempting the Beneficiary from any relevant responsibility it may have.

Governing Law and Jurisdiction

The Commingling and Set-Off Guarantee, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, Italian law.

Any dispute which may arise in relation to the interpretation or the execution of the Commingling and Set-Off Guarantee, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of Milan.

12. THE SWAP AGREEMENT

General

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

The notional amount of the Swap Agreement is equal to the Principal Amount Outstanding of the relevant Class of Rated Notes as at the immediately preceding Payment Date (after making payments on such Payment Date in accordance with the applicable Priority of Payments).

One Business Day prior to each Payment Date, the Swap Counterparty will pay to the Issuer a floating amount equal to the maximum between (i) 0 (zero), and (ii) EURIBOR applicable on the Rated Notes plus a margin payable on the relevant Class of Rated Notes, and the Issuer will pay to the Swap Counterparty on each Payment Date a fixed amount, both calculated on the notional amount of the Swap Agreement.

The Swap Agreement contains provisions requiring certain remedial action to be taken in the event that the Swap Counterparty is subject to a rating withdrawal or downgrade; such provisions include a requirement that the Swap Counterparty must post collateral, or transfer the Swap Agreement to another entity meeting the applicable rating requirement, or procure that a guarantor meeting the applicable rating requirement guarantees its obligations under the Swap Agreement.

The Swap Agreement may terminate by its terms upon the occurrence of a number of events which include (without limitation) the following: (i) certain events of bankruptcy, insolvency, receivership or reorganisation of the Issuer or the Swap Counterparty; (ii) failure on the part of the Issuer or the Swap Counterparty to make any payment under the Swap Agreement after taking into account the applicable grace period; (iii) a change in law making it illegal for either the Issuer or the Swap Counterparty to be a party to, or to perform its obligations under, the Swap Agreement; (iv) a Trigger Notice being served on the Issuer; (v) the Notes being early redeemed pursuant to Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*); (vi) failure by the Swap Counterparty, in the event that it is subject to a rating withdrawal or downgrade by the Rating Agencies below the applicable rating requirements, to take, within a set period of time, certain actions intended to mitigate the effects of such withdrawal or downgrade; and (vii) any other event as specified in the Swap Agreement.

Governing Law and Jurisdiction

The Swap Agreement, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, English law.

Any dispute which may arise in relation to the interpretation or the execution of the Swap Agreement, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

13. DEED OF CHARGE

General

Pursuant to the Deed of Charge, the Issuer has assigned by way of security in favour of the Representative of the Noteholders (acting for itself and as security trustee for the Noteholders and the Other Issuer Creditors) all the Issuer's rights, title, interest and benefit in and to the Swap Agreement and all payments due to it thereunder.

Governing Law and Jurisdiction

The Deed of Charge, and any non-contractual obligation arising out of or in connection therewith, are governed by, and shall be construed in accordance with, English law.

Any dispute which may arise in relation to the interpretation or the execution of the Deed of Charge, or any non-contractual obligation arising out of or in connection therewith, shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

SUBSCRIPTION AND SALE

The Rated Notes Subscription Agreement

On or about the Issue Date, the Issuer, the Originator, the Arranger, the Lead Manager and the Representative of the Noteholders have entered into the Rated Notes Subscription Agreement, pursuant to which the Lead Manager has agreed to subscribe for the Rated Notes, subject to the terms and conditions set out thereunder.

Each of the Originator and the Issuer has agreed to indemnify the Lead Manager and the Arranger against certain liabilities in connection with the issue of the Rated Notes. The Originator will be jointly and severally liable with the Issuer for any indemnity obligations undertaken by the latter pursuant to the Rated Notes Subscription Agreement.

The Junior Notes Subscription Agreement

On or about the Issue Date, the Issuer, the Junior Notes Subscriber and the Representative of the Noteholders have entered into the Junior Notes Subscription Agreement, pursuant to which the Junior Notes Subscriber has agreed to subscribe for the Junior Notes, subject to the terms and conditions set out thereunder.

The Junior Notes Subscription Agreement may be terminated by the Junior Notes Subscriber if and when the Rated Notes Subscription Agreement terminates according to the provisions thereof. The Issuer has agreed to indemnify the Junior Notes Subscriber against certain liabilities in connection with the issue of the Notes.

Selling restrictions

General

Persons into whose hands this Prospectus comes are required by the Issuer, the Originator, the Arranger and the Lead Manager to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver the Notes or have in their possession, distribute or publish this Prospectus or any other offering material relating to the Notes, in all cases at their own expense.

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

Under the Subscription Agreements, each of the Issuer, the Originator, the Lead Manager and the Junior Notes Subscriber has undertaken that it will comply with all applicable laws and regulations in each country

or jurisdiction in which it purchases, offers, sells or delivers the Notes or has in its possession, distributes or publishes such offering material, or in each case purports to do so, in all cases at its own expense. Furthermore, each of the Issuer, the Originator, the Lead Manager and the Junior Notes Subscriber has undertaken that it will not, directly or indirectly, carry out, or purport to carry out, any offer, sale or delivery of any of the Notes or distribution or publication of any prospectus, form of application, offering circular (including this Prospectus), advertisement or other offering material in or from any country or jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Unless otherwise herein provided, each of the Issuer, the Originator, the Lead Manager and the Junior Notes Subscriber has undertaken that it will not take any action to obtain permission for public offering of the Notes in any country where action would be required for such purpose.

Prohibition of Sales to EEA Retail Investors

Each of the Issuer, the Originator, the Lead Manager and the Junior Notes Subscriber has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus to any retail investor in the European Economic Area (**EEA**).

For the purposes of this provision:

(a) the expression **retail investor** means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**);

(ii) a customer within the meaning of Directive (UE) 2016/97 (as amended, the **IDD**), where that customer would not qualify as a professional client as defined in point (10) of article 4(1) of MiFID II; or

(iii) not a qualified investor as defined in the Prospectus Regulation; and

(b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

In relation to each Member State of the EEA, each of the Issuer, the Originator, the Lead Manager and the Junior Notes Subscriber has represented and warranted and agreed that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

(A) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation); or

(C) at any time in any other circumstances falling within article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (A) to (C) above shall require the Issuer to publish a prospectus pursuant to article 3 of the Prospectus Regulation or supplement a prospectus pursuant to article 23 of the Prospectus Regulation.

For the purposes of this provision:

(i) the expression **an offer of Notes to the public** in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and

(ii) the expression **Prospectus Regulation** means Regulation (EU) 2017/1129.

Prohibition of Sales to UK Retail Investors

Each of the Issuer, the Originator, the Lead Manager and the Junior Notes Subscriber has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus to any retail investor in the United Kingdom (**UK**).

For the purposes of this provision:

(a) the expression **retail investor** means a person who is one (or more) of the following:

(i) a retail client as defined in point (8) of article 2 of Regulation (EU) no. 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (Withdrawal Agreement) Act 2020) (**EUWA**);

(ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of article 2(1) of Regulation (EU) no. 600/2014 as it forms part of domestic law by virtue of the EUWA; or

(iii) not a qualified investor as defined in article 2 of the UK Prospectus Regulation; and

(b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Each of the Issuer, the Originator, the Lead Manager and the Junior Notes Subscriber has represented and warranted and agreed that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus to the public in the UK except that it may make an offer of such Notes to the public in the UK:

(A) at any time to any legal entity which is a qualified investor as defined in article 2 of the UK Prospectus Regulation;

(B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in article 2 of the UK Prospectus Regulation); or

(C) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (A) to (C) above shall require the Issuer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to article 23 of the UK Prospectus Regulation.

For the purposes of this provision:

(i) the expression **an offer of Notes to the public** in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and

(ii) the expression **UK Prospectus Regulation** means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

United States of America

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each of the Issuer, the Originator, the Lead Manager and the Junior Notes Subscriber has agreed that it will not offer, sell or deliver the Notes, (a) as part of their distribution at any time or (b) otherwise, until 40 days after the completion of the offering of the Notes, within the United States or to, or for the account or benefit of, any U.S. person, and that it will send to each distributor, dealer or person receiving a selling concession, fee or other remuneration to which it sells the Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, any U.S. person.

In addition, until 40 days after the commencement of the offering of the Notes, any offer or sale of the Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Republic of Italy

Pursuant to the Subscription Agreements, each of the Issuer, the Originator, the Lead Manager and the Junior Notes Subscriber has represented, warranted and undertaken to the Issuer that it has not offered, sold or delivered, and will not offer, sell or deliver, and has not distributed and will not distribute and has not made and will not make available in the Republic of Italy any Notes, copy of this Prospectus nor any other offering material relating to the Notes other than to "qualified investors" ("*investitori qualificati*") as referred to in article 100 of the Consolidated Financial Act and article 34-*ter*, paragraph 1, letter (b) of the CONSOB Regulation no. 11971 of 14 May 1999 and in accordance with any applicable Italian laws and regulations.

Any offer of the Notes to qualified investors in the Republic of Italy shall be made only by banks, investment firms or financial intermediaries permitted to conduct such business in accordance with the Consolidated Banking Act, to the extent that they are duly authorised to engage in the placement and/or underwriting of financial instruments in the Republic of Italy in accordance with the relevant provisions of the Consolidated Financial Act, CONSOB Regulation no. 20307 of 15 February 2018, the Consolidated Banking Act and any other applicable laws and regulations.

In addition, each of the Issuer, the Originator, the Lead Manager and the Junior Notes Subscriber has undertaken to comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to article 129 of the Consolidated Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

France

Under the Subscription Agreements, each of the Issuer, the Originator, the Lead Manager and the Junior Notes Subscriber has represented and agreed that:

(a) it has not offered, sold or otherwise transferred and will not offer, sell or otherwise transfer, directly, or indirectly, the Notes to the public in the Republic of France;

(b) offers, sales and transfers of the Notes in the Republic of France will be made only to qualified investors (*investisseurs qualifiés*), other than individuals, provided that such investors are acting for their own account and/or to persons providing portfolio management financial services (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), all as defined and in accordance with article L. 411-2 and article D. 411-1 of the French Monetary and Financial Code; and

(c) it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Prospectus or any other offering material relating to the Notes other than to investors to whom offers and sales of Notes in France may be made as described above.

In accordance with the provisions of article L. 214-170 of the French Monetary and Financial Code, the Notes may not be sold by way of unsolicited calls (*démarchage*) save with qualified investors within the meaning of article L. 411-2 of the French Monetary and Financial Code.

United Kingdom

Under the Subscription Agreements, each of the Issuer, the Originator, the Lead Manager and the Junior Notes Subscriber has represented, warranted and undertaken that:

(d) *Financial promotion*: (i) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom; (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(e) *General compliance*: furthermore, it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

    (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) no 2017/565 as it forms part of domestic law by virtue of the EUWA; or

    (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) no 600/2014 as it forms part of domestic law by virtue of the EUWA.

ESTIMATED WEIGHTED AVERAGE LIFE OF THE RATED NOTES

The estimated weighted average life of the Rated Notes is subject to factors largely outside the control of the Issuer and consequently no assurance can be given that the assumptions and estimates below will prove in any way to be realistic and they must therefore be viewed with considerable caution.

The estimated maturity and weighted average life of the Rated Notes cannot be predicted as the actual rate and timing at which amounts will be collected in respect of the Portfolio and a number of other relevant facts are unknown.

Weighted average life refers to the average amount of time that will elapse from the date of issuance of a security to the date of distribution to the investor of amounts distributed in net reduction of principal of such security (assuming no losses).

Calculations as to the expected maturity and average life of the Rated Notes can be made based on certain assumptions. These estimates have certain inherent limitations. No representations can be made that such estimates are accurate, or that all assumptions relating to such estimates have been considered or stated or that such estimates will be realised. The following table shows the estimated weighted average life and the estimated maturity of the Rated Notes and was prepared based on the characteristics of the Receivables included in the Portfolio and on additional assumptions, including the following:

(a) all Receivables are duly and timely paid and there are no Delinquent Receivables or Defaulted Receivables at any time;

(b) the constant prepayment rate has been applied to the Portfolio as per tables below;

(c) no Trigger Event occurs;

(d) no early redemption of the Notes under Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*) occurs;

(e) no purchase, sale, indemnity or renegotiation in respect of the Portfolio as a whole or on the single Loans occurs according to the Transaction Documents;

(f) the terms of the Loans are not affected by any legal provision authorising the Debtors to suspend payment of the Instalments;

(g) there will be no yield on the accounts and no profit or yield on the Eligible Investments.

The actual performance of the Receivables is likely to differ from the assumptions used in constructing the tables set forth below, which is hypothetical in nature and is provided only to give a general sense of how the principal cash-flows might behave. Any difference between such assumptions and the actual characteristics and performance of the Receivables will cause the estimated weighted average life and the principal payment window of the Rated Notes to differ (which difference could be material) from the corresponding information in the following tables.

1. In case of early redemption for Clean-up Call Event

Constant Prepayment Rate (CPR)	**Class A Notes**	**Class B Notes**	**Class C Notes**	**Class D Notes**

(% *per annum)*								
	Expected Average Life *(years)*	**Expected Maturity**	**Expected Average Life** *(years)*	**Expected Maturity**	**Expected Average Life** *(years)*	**Expected Maturity**	**Expected Average Life** *(years)*	**Expected Maturity**
0%	1.95	Jan-26	3.24	Jan-26	3.24	Jan-26	3.24	Jan-26
5%	1.81	Nov-25	3.00	Nov-25	3.00	Nov-25	3.00	Nov-25
8.5%	1.70	Sept-25	2.87	Sept-25	2.87	Sept-25	2.87	Sept-25
10%	1.66	Aug-25	2.78	Aug-25	2.78	Aug-25	2.78	Aug-25
15%	1.52	May-25	2.62	May-25	2.62	May-25	2.62	May-25
20%	1.40	Febr-25	2.41	Febr-25	2.41	Febr-25	2.41	Febr-25

2. In case of no early redemption for Clean-up Call Event

Constant Prepayment Rate (CPR) (*% per annum)*	**Class A Notes**		**Class B Notes**		**Class C Notes**		**Class D Notes**	
	Expected Average Life *(years)*	**Expected Maturity**	**Expected Average Life** *(years)*	**Expected Maturity**	**Expected Average Life** *(years)*	**Expected Maturity**	**Expected Average Life** *(years)*	**Expected Maturity**
0%	2.01	July-27	3.60	Sept-27	3.63	Nov-27	3.67	Dec-27
5%	1.86	June-27	3.33	July-27	3.37	Oct-27	3.41	Nov-27
8.5%	1.76	Apr-27	3.23	June-27	3.26	Sept-27	3.31	Oct-27
10%	1.72	Apr-27	3.14	May-27	3.18	Aug-27	3.23	Oct-27
15%	1.58	Jan-27	3.01	March-27	3.06	June-27	3.12	Aug-27
20%	1.46	Oct-26	2.81	Dec-26	2.86	Apr-27	2.92	June-27

SELECTED ASPECTS OF ITALIAN LAW

The Securitisation Law

General

The Securitisation Law was enacted on 30 April 1999 and subsequently amended and was conceived to simplify the securitisation process and to facilitate the increased use of securitisation as a financing technique in the Republic of Italy.

It applies to securitisation transactions involving the "true sale" (by way of non-gratuitous assignment) of receivables, where the sale is to a company created in accordance with article 3 of the Securitisation Law (the **SPV**) and all amounts paid by the debtors in respect of the receivables are to be used by the SPV exclusively to meet its obligations under the notes issued to fund the purchase of such receivables and all costs and expenses associated with the securitisation transaction.

Assignment pursuant to Law 52

Law Decree no. 145 of 23 December 2013 converted into law by Law no. 9 of 21 February 2014 (**Decree 145**) has simplified the assignments under the Securitisation Law of receivables falling within the scope of Law 52, these being the receivables arising out of contracts entered into by the relevant assignor in the course of its business.

More in particular, it has been provided that the transfer of above-mentioned type of receivables, which do not need to be identifiable as a pool (*in blocco*), can be perfected also applying certain provisions of Law 52.

In addition, Decree 145 has established that if the transaction parties choose to use Law 52 as described above, then the relevant notice of assignment to be published in the Italian Official Gazette will need to set out only the details of the assignor, the assignee (i.e. the SPV) and the date of the relevant assignment.

Pursuant to the combined provisions of articles 1 and 4 of the Securitisation Law and the articles of Law 52 referred to therein, the transfer of receivables and related ancillary rights is rendered enforceable against any third party creditors of the seller (including any insolvency receiver of the same) alternatively through (i) the publication of a notice of transfer in the Official Gazette and the registration of the same in the competent companies' register, or (ii) the annotation of the monies received from the SPV as purchase price for the relevant receivables on the seller's account into which they have been paid, in order for the relevant payment to bear date certain at law (*data certa*) in accordance with the provisions of article 2, paragraph 1, letter b), of Legislative Decree no. 170 of 21 May 2004.

The enforceability of the transfer of the receivables against the debtors is governed by the ordinary regime provided for by the Italian civil code. As a result, the transfer of the receivables from the assignor to the assignee will become enforceable (*opponibile*) against the relevant debtors only at such time as a notice (in any form) of the relevant assignment from the assignor to the assignee has been given to the relevant debtors, or the relevant debtors have accepted such assignment, in each case in accordance with the provisions of article 1264 of the Italian civil code. In this respect, it should be noted that, as a consequence of the application of article 4, second paragraph, of the Securitisation Law, as from the date of publication of the notice of transfer in the Official Gazette or the date of payment of the relevant purchase price bearing a date certain at law (*data certa*), a debtor will not have the right to set-off its claims vis-à-vis the assignor which have arisen after such date against the amounts due by the relevant debtor to the assignee in respect of the receivables. In addition, if a notice of the assignment to the assignee is sent to the relevant debtor (i) by the assignee or (ii) by any other entity validly acting as agent and in the name and on behalf of the assignee or the assignor, provided that such notice duly and unequivocally identifies the relevant eeceivable, the transfer

of the relevant receivable from the assignor to the assignee will become enforceable (*opponibile*) against the relevant debtor, in accordance with the provisions of article 1264 of the Italian civil code.

Limitation to the set-off rights of the assigned debtors

Decree 145 has provided that, with effect from the date of the publication of the notice of transfer in the Official Gazette and registration of the same in the competent companies' register (or of the purchase price payment, as the case may be, as described in the preceding paragraph headed "*Assignment pursuant to Law 52"*), in derogation of any other provision of law, the assigned debtors of the relevant securitised receivables are not entitled to exercise the set-off between such securitised receivables and their claims against the assignor arisen after such date of publication and registration (or of the payment of the purchase price payment, as the case may be).

Exemption of claw-back of prepayments

The Securitisation Law stated that payments made by the assigned debtors benefit from an exemption from the claw-back provided for by article 67 of the Italian Bankruptcy Law. However, nothing was said under the Securitisation Law in relation to the claw-back action pursuant to article 65 of the Italian Bankruptcy Law, being the claw-back in respect of any prepayments. Decree 145 has established an express exemption also in respect of such claw-back action under article 65 of the Italian Bankruptcy Law.

Ring-fencing of the assets

Under the terms of article 3 of the Securitisation Law, the assets relating to each securitisation transaction will, by operation of law, be segregated for all purposes from all other assets of the company which purchases the receivables (including any other receivables purchased by the Issuer pursuant to the Securitisation Law). Prior to and on a winding up of such company such assets will only be available to holders of the notes issued to finance the acquisition of the relevant receivables and to certain creditors claiming payment of debts incurred by the company in connection with the securitisation of the relevant assets. In addition, the assets relating to a particular transaction will not be available to the holders of notes issued to finance any other securitisation transaction or to general creditors of the issuer company.

Under Italian law, however, any creditor of the Issuer would be able to commence insolvency or winding-up proceedings against the Issuer in respect of any unpaid debt.

Claw-back

Assignments executed under the Securitisation Law are still subject to claw-back action on bankruptcy pursuant to article 67 of the Italian Bankruptcy Law but only in the event that the adjudication of bankruptcy of the relevant party is made (i) within three months of the securitisation transaction, in case paragraph 1 of article 67 applies and (ii) within six months of the securitisation transaction, in case paragraph 2 of article 67 applies (and not six months or 1 year, respectively, as the normal regime of Article 67 provides).

Moreover, following the publication of the notice in the Official Gazette and registration of the same in the companies' register (payment to bear date certain at law (*data certa*)), the payments made to the SPV by any assigned debtors in respect of the relevant receivables may not be clawed-back pursuant to Article 67 of the Italian Bankruptcy Law (by the receiver of any such debtor which becomes subject to any insolvency proceedings).

Insolvency laws applicable to the Originator

The Originator is a joint stock company (*società per azioni*) enrolled in the register of financial intermediaries ("*Albo Unico*") held by the Bank of Italy pursuant to article 106 of the Consolidated Banking

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

In addition, although as at the date of this Prospectus 100 per cent. of the share capital of Fiditalia is owned by Société Générale, in case of insolvency of Société Générale the French laws would not *per se* apply to a possible claw back action aimed at the recovery of Fiditalia's assets on the basis that Fiditalia would be subject to insolvency proceedings only to the extent that it is found to be insolvent.

Consumer credit provisions

Consumer credit provisions and enactment of Legislative Decree 141

The Portfolio comprises only Receivables deriving from Loans qualifying as consumer loans or personal credit facilities, *i.e.* loans granted to individuals acting outside the scope of their entrepreneurial, commercial, craft or professional activities. The Loans falling within the category of "consumer loans" are regulated by, *inter alia* articles 121 to 126 of the Consolidated Banking Act. The Loans are also regulated by some provisions of the Consumer Code. Consumer protection legislation has been subject to a full revision by the enactment of law decree 13 August 2010 number 141 (as subsequently amended, **Legislative Decree 141**) which transposed in the Italian legal system EC Directive 2008/48 on credit agreements for consumers. Legislative Decree 141 has become enforceable on 19 September 2010.

Legislative Decree 141 and existing credit consumer agreements

Even if Legislative Decree 141 does not provide anything on the matter, on the basis of both article 30 of the Directive 2008/48 and the implementing measures of Legislative Decree 141, it can be stated that the provisions set by Legislative Decree 141 do not apply to agreements existing on the date on which latter entered into force, except for some provisions, applicable to open-end credit agreements only.

Scope of application

Prior to the entry into force of Legislative Decree 141, consumer loans were only those granted for amounts respectively lower and higher than the maximum and minimum levels set by the *Comitato Interministeriale per il Credito e il Risparmi*o (**CICR**) (the inter-ministerial committee for credit and savings), such levels being fixed at Euro 30,987.41 and Euro 154.94 respectively. Current article 122 of the Consolidated Banking Act rules that provisions concerning consumer loans apply to loans granted for amounts from Euro 200 (included) to Euro 75,000 (included); moreover, the same article 122 sets a list of other deeds and agreement which shall not be considered as consumer loans.

Right of withdrawal

Pursuant to article 125-*ter* of the Consolidated Banking Act, consumers have a period of 14 calendar days in which to withdraw from the credit agreement without giving any reason. That period of withdrawal shall begin (a) either from the day of the conclusion of the credit agreement, or (b) from the day on which the consumer receives the contractual terms and conditions and information to be provided to it pursuant to paragraph 1 of article 125-*bis* of the Consolidated Banking Act, if that day is later than the date referred to under point (a). In case the consumer enforces its right of withdrawal, within thirty days following the date of enforcement the consumer shall pay to the lender any amount outstanding under the relevant consumer loan, plus matured interest and non recoverable expenses paid by the lender to the public administration in connection with the granting of the relevant consumer loan. If the credit agreement has been negotiated by distance marketing, withdrawal periods as calculated under article 67-*duodecies* of the Consumer Code will apply. Pursuant to article 125-*quater* of the Consolidated Banking Act, a consumer may always withdraw from an open-end credit agreement without paying any penalty or expense to the lender. Before the

enactment of Legislative Decree 141, rights of withdrawal in favour of consumers under consumer loan agreements were limited to specific cases, such as in case of consumer credit agreement concluded to finance acquisition of goods or services pursuant to a distance contract.

The Issuer

According to the Securitisation Law, the Issuer shall be a *società di capitali*. Under the regime normally prescribed for Italian companies under the Italian civil code, it is unlawful for any company (other than banks) to issue securities for an amount exceeding two times the company's share capital. Under the provisions of the Securitisation Law, the standard provisions described above are inapplicable to the Issuer.

The enforcement proceedings in general

The enforcement proceedings can be carried out on the basis of final judgments or other legal instruments known collectively as *titoli esecutivi*.

Save where the law provides otherwise, the enforcement must be preceded by service of the order for the execution (*formula esecutiva*) and the notice to comply (*atto di precetto*).

The notice to comply (*atto di precetto*) is a formal notice by a creditor to his debtor advising that the enforcement proceedings will be initiated if the obligation specified in the title is not fulfilled within a given period (not less than ten days but not more than ninety days from the date on which the notice to comply (*atto di precetto*) is served). If delay would be prejudicial, the court may reduce or eliminate this period upon a justified request of the creditor.

Enforcement of an obligation to pay an amount of money is performed in different ways, according to the kind of the debtor's assets the creditor wants to seize. Therefore and mentioning the most important only, the Italian code of civil procedure provides for different rules concerning respectively:

(a) distraint and forced liquidation of mobile goods in possession of the debtor;

(b) distraint and forced liquidation of debtor's receivables or mobile goods in possession of third parties; and

(c) distraint and forced liquidation of real estate properties.

The Italian code of civil procedure provides for some common provisions applicable to any form of enforcement of an obligation to pay an amount of money and specific rules applicable to each form of enforcement.

Distraint and forced liquidation of assets are carried out in the following steps:

(a) *first*, the debtor's goods are seized;

(b) *second*, other creditors may intervene;

(c) *third*, the debtor's assets are liquidated; and

(d) *fourth*, the creditor is paid, or the proceeds from the liquidation of the debtor's assets are distributed amongst the creditors.

Seizure of assets is the necessary first step in forcing the liquidation of a property, when it is not already held in pledge.

Enforcement proceedings on movable assets in possession of the debtor

With reference to the seizure and forced liquidation of movable assets in possession of the debtor, seizure begins with the application of the lawyer to the bailiff to proceed at the debtor's house/office or other place and to seize all the debtor's movable assets he/she will find there. The bailiff may look for the movables assets to seize in the debtor's house or in other places related to such debtor and the bailiff is also free to evaluate assets found and keep them seized. However, certain items of personal property cannot be seized.

After the seizure, the bailiff writes a record that contains the injunction to the debtor to refrain from any act that would interfere with the liquidation of the seized property and the description of the movables beings seized. Normally the debtor is named as custodian of the assets since any interference by causing the destruction, deterioration, or removal of seized property is a criminal offence.

After the seizure, the bailiff must deposit the record and the title executed and the notice to comply in the chancery of the execution judge. In this moment the chancellor will open the file of the execution.

After the deposit of the written petition above, the judge fixes the date for the hearing to define the formalities of the sale. At that hearing the parties can pass their proposals about the formalities of the sale. This hearing is also the last possibility for the parties to raise remedies against the enforcement procedure. If there are no oppositions to the procedure or if the parties reach an agreement about the oppositions, the judge decides for the sale. The judge may choose to delegate the sale to a commission agent. In the delegation, the judge fixes the lowest price of the sale and the total amount which must be obtained from the sale. Otherwise the judge may choose to realise the sale by auction.

After the sale, if there is only one secured creditor without others creditors intervened in the execution, the judge will pay the secured creditor's principal debt and the interests and also the costs of the enforcement proceedings with the sale's proceeds. If there are more than one secured creditor or if there are intervened creditors, they may prepare a project of distribution and propose it to the judge. If the judge agrees, he provides consequently to the distribution. If there is no agreement between the creditors the judge provides to the distribution on the basis of the ranking of the creditors.

In addition to securing the creditor's rights, seizure serves the purpose of identifying the property to be liquidated. When movables in the possession of the debtor are seized, the bailiff must draw up a protocol describing the seized assets and indicating their value. When real estates are seized, distraint is recorded in the land registry, and the value should be set by a special technician appointed by the judge.

The seized assets are entrusted to a custodian. Although the debtor himself may be appointed custodian, he normally may neither use seized property nor keep rents, profits, interest, and similar revenues. Seizure also covers rents, profits, interest, and other revenues of the seized property.

The debtor may avoid the seizure by paying the amount due to the bailiff for delivery to the creditor. Such payment does not constitute recognition of the debt and the debtor is not precluded from bringing an action for restitution of the amount, should he prove that the enforcement procedure was wrongfully instituted.

If the value of seized property exceeds the amount of the debt and costs, the judge, after hearing the creditor and any creditors who have intervened, may order that part of the properties are released.

The creditor may select the property that is to be liquidated. He/she may select various types of property and may bring proceedings in more than one district. However, if he/she selects more properties than necessary to satisfy his/her right, the debtor may apply to have this selection restricted. The creditor who requested the seizure must apply for the sale by auction of the seized assets within a deadline of ninety days, otherwise the seizure lapses.

Normally, the debtor's distrainted property is sold (*vendita forzata*). Sometimes, however, property may be assigned to the creditors *in lieu* of sale (*assegnazione forzata*). Seized property may be sold or assigned solely on the motion of the creditor who started the enforcement proceeding or of one of the intervening creditors who possesses an authority to execute. Unless the property is perishable, a motion to sell or assign it may not be made until at least ten days after distraint, but within 90 days.

The creditor who applies for the sale has the duty to anticipate court expenses and the sale fees.

Seized movable property may be sold through acquiring sealed bids (*vendita senza incanto*) or auction (*vendita con incanto*). Seized property may as well be offered for sale in several lots. Once the required amount has been obtained, the sale is discontinued.

Seized property may also be assigned to the creditors instead of being sold. Property may be assigned to discharge the debtor's obligation to the assignees up to the value of the assigned property. If the property is worth more than the amount of the debt, the assignees must pay the balance.

Unless the debtor's assets are assigned to the creditors in satisfaction of their claims, the proceeds of the liquidation must be distributed. The proceeds include:

(a) money received upon the sale or assignment of the debtor's assets;

(b) rents, profits, interest, and other revenues accruing from the debtor's assets during the period of distraint; and

(c) penalties or damages paid to the Court by the defaulting purchasers or assignees.

Distribution of the proceeds is made according to the following steps:

(e) costs and expenses of the proceeding are paid first;

(f) preferred creditors are paid in the order of their degree of priority;

(g) unsecured creditors who commenced or intervened into the proceeding in due time are paid: they share equally, in proportion to the amount of their claims, if there are insufficient funds to satisfy them;

(h) creditors who intervened after the hearing set for the authorisation of the liquidation of assets: they share the balance in proportion to their claims; and

(i) any surplus is returned to the debtor.

If there is any dispute concerning the distribution of proceeds, the judge hears the parties and decides. In this case distribution of the proceeds is suspended except to the extent to which it can be effected without prejudicing the rights of the claimants.

Subrogation

Legislative Decree 141 has introduced in the Consolidated Banking Act article 120-*quater*, which provides for certain measures for the protection of consumers' rights and the promotion of the competition in, *inter alia*, the Italian loan market. Legislative Decree 141 repealed article 8 (except for paragraphs 4-*bis*, 4-*ter* and 4-*quater*) of Italian Law Decree no. 7 of 31 January 2007, as converted into law by Italian Law no. 40 of 2 April 2007, replicating though, with some additions, such repealed provisions. The purpose of article 120-*quater* of the Consolidated Banking Act is to facilitate the exercise by the borrowers of their right of

subrogation of a new bank into the rights of their creditors in accordance with article 1202 (*surrogazione per volontà del debitore*) of the Italian civil code (the **Subrogation**), providing in particular that, in case of a loan, overdraft facility or any other financing granted by a bank, the relevant borrower can exercise the Subrogation, even if the borrower's debt towards the lending bank is not due and payable or a term for repayment has been agreed for the benefit of the creditor. If the Subrogation is exercised by the borrower, a new lender will succeed to the former lender also as beneficiary of all existing ancillary security interests and guarantees. Any provision of the relevant agreement which may prevent the borrower from exercising such Subrogation or render the exercise of such right more cumbersome for the borrower is void. The borrower shall not bear any notarial or administrative cost connected to the Subrogation.

Furthermore, paragraph 7 of article 120-*quater* of the Consolidated Banking Act provides that, in case the Subrogation is not perfected within 30 working days from the date on which the original lender has been requested to cooperate for the conclusion of the Subrogation, the original lender shall indemnify the borrower for an amount equal to 1 per cent. of the loan or facility granted, for each month or fraction of month of delay. The original lender has the right to ask for indemnification from the subrogating lender, in case the latter is to be held liable for the delay in the conclusion of the Subrogation.

Restructuring agreements in accordance with Law no. 3 of 27 January 2012

Articles from 6 to 19 of Italian Law no. 3 of 27 January 2012, as amended by Italian Law Decree no. 179 of 18 October 2012 converted into Law no. 221 of 17 December 2012 (the **Law no. 3**), have introduced a special composition procedure for the situations of crisis due to over-indebtedness (*procedimento per la composizione delle crisi da sovraindebitamento*) (the **Over-Indebtedness Composition Procedure**).

The Over-Indebtedness Composition Procedure applies to debtors who/which (i) are in a situation of persisting financial stress between their assets and liabilities which can be promptly liquidated and are seriously not capable of fulfilling their obligations or definitively not capable of fulfilling on a regular basis their obligations, (ii) may not be subject to any other insolvency proceedings, and (iii) have not entered into the Over-Indebtedness Composition Procedure for the last 5 (five) years. Law no. 3 applies both to small enterprises which are not subject to any other insolvency proceedings and to consumers.

The Over-Indebtedness Composition Procedure consists of a restructuring agreement between the debtor and its creditors (the **Restructuring Agreement**). The Restructuring Agreement is proposed by the debtor on the basis of a plan which must ensure the payment in full of the creditors who/which do not adhere to the agreement (the **Plan**).

The Plan shall contain, *inter alia*: (i) the terms of the debt restructuring, including the re-scheduled payment dates and the modalities of payments, (ii) the modalities of liquidation (if any) of the assets; (iii) the security interests (if any) created in favour of the creditors. In addition, the Plan may provide for a payment standstill (*moratoria*) in respect of amounts due to the creditors who/which do not adhere to the Plan for a period not exceeding 1 (one) year, subject to the conditions that (i) the Plan is capable of ensuring the payment of such amounts at the expiry of the standstill period, and (ii) the Plan is executed by an administrative receiver (*liquidatore*) appointed by the court upon proposal of the Crisis Composition Body (as defined below), and (iii) the standstill (*moratoria*) does not apply to claims which may not be subject to attachment or seizure (*crediti impignorabili*).

The Restructuring Agreement shall be approved by such creditors representing at least 60 (sixty) per cent. of the indebtedness of the debtor. If the approval is achieved, the Restructuring Agreement shall be validated by the court, upon verification that all the requirements provided for by Law no. 3 are satisfied. The court may order that until the Restructuring Agreement is approved (*omologazione*), any individual action is forbidden or suspended (if already pending). Law no. 3 provides for the establishment of composition bodies (*organismi di conciliazione*) (the **Crisis Composition Bodies**). The Crisis Composition Bodies should cooperate with the debtor and its creditors in any activity relating to the Over-Indebtedness Composition

Procedure in order to achieve a successful composition. It is only in December 2013 that the first Restructuring Agreement obtained the approval of the court (reference is made to court order (*decreto di omologa*) issued by Court of Pistoia on 27 December 2013) and, as at the date of this Prospectus, the number of Restructuring Agreements being reviewed by courts is still limited.

The Restructuring Agreement ceases to be effective if the relevant debtor does not pay the obligations set out therein within 90 (ninety) days from the relevant due date or if the relevant debtor attempts to fraud its creditors. The Restructuring Agreement does not prejudice claims owed to the relevant debtor's guarantors and co-obligors.

Accounting treatment of the Receivables

Pursuant to Bank of Italy's regulations of 29 March 2000 *("Schemi di bilancio delle società di cartolarizzazione dei crediti")*, and on 14 February 2006 (*istruzioni per la redazione dei bilanci degli intermediari finanziari iscritti nell'"elenco speciale", degli IMEL delle SGR e delle SIM*) the accounting information relating to the securitisation of the Receivables will be contained in the Issuer's *nota integrativa*, which, together with the balance sheet and the profit and loss statements form part of the financial statements of Italian companies.

GENERAL INFORMATION

Approval, listing and admission to trading of the Rated Notes

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the **CSSF**), as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**).

The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Prospectus. By approving this Prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer in accordance with the provisions of article 6(4) of the Luxembourg law on prospectuses for securities of 16 July 2019. Investors should make their own assessment as to the suitability of investing in the Notes.

Application has been made for the Rated Notes to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the "*Bourse de Luxembourg*" which is a regulated market for the purposes of Directive 2014/65/EU.

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

This Prospectus will be published by the Issuer on the website of the Luxembourg Stock Exchange (being, as at the date of this Prospectus, www.bourse.lu) and will remain available for inspection on such website for at least 10 years.

Authorisations

The Issuer has obtained all necessary consents, approvals and authorisations in Italy in connection with the issue and performance of the Notes. The issue of the Notes has been authorised by a resolution of the Quotaholder dated 8 October 2021.

Clearing of the Notes

The Notes have been accepted for clearance through Monte Titoli, Euroclear and Clearstream as follows:

Class	***ISIN Code***	***Common Code***
Class A Notes	IT0005459729	239370217
Class B Notes	IT0005459737	239373887
Class C Notes	IT0005459745	239374018
Class D Notes	IT0005459752	239374301
Class J Notes	IT0005459760	239374620

Post-issuance reporting

On or prior to each Investors Report Date, the Calculation Agent shall prepare and deliver to the Issuer, the Originator, the Master Servicer, the Sub-Servicer, the Back-up Sub-Servicer, the Corporate Servicer, the Stichting Corporate Services Provider, the Paying Agent, the Account Bank, the Custodian (if any), the

Deposit Account Bank (if any), the Representative of the Noteholders, the Arranger, the Lead Manager, the Swap Counterparty and the Rating Agencies the Investors Report, setting out certain information with respect to the Portfolio and the Notes. The Calculation Agent will be authorised to publish the Investor Report on its website (being, as at the date of this Prospectus, www.securitisation-services.com).

In addition, under the Intercreditor Agreement, each of the Issuer and the Originator has acknowledged and agreed that Fiditalia is designated as Reporting Entity, pursuant to and for the purposes of article 7(2) of the EU Securitisation Regulation, and it has fulfilled before pricing and/or shall fulfil after the Issue Date, as the case may be, the 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.

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

Documents available for inspection

As long as any of the Notes is outstanding, copies of the following documents may be inspected on the Securitisation Repository:

(a) the articles of association (*atto costitutivo*) and by-laws (*statuto*) of the Issuer;

(b) the Issuer's financial statements and the relevant auditors' reports;

(c) the Transfer Agreement;

(d) the Warranty and Indemnity Agreement;

(e) the Servicing Agreement;

(f) the Sub-Servicing Agreement;

(g) the Back-up Sub-Servicing Agreement;

(h) the Corporate Services Agreement;

(i) the Intercreditor Agreement;

(j) the Agency and Accounts Agreement;

(k) the Quotaholder's Agreement;

(l) the Stichting Corporate Services Agreement;

(m) the Commingling and Set-Off Guarantee;

(n) the Swap Agreement;

(o) the Deed of Charge;

(p) the Conditions;

(q) this Prospectus;

(r) any other Transaction Document that may be entered into from time to time by the Issuer after the Issue Date; and

(s) any other information made available or to be made available on the Securitisation Repository pursuant to the section headed "*Risk Retention and Transparency Requirements*".

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

Fees and expenses

The estimated annual fees and expenses payable by the Issuer in connection with the Securitisation amount to approximately Euro 150,000 (excluding servicing fees and any VAT, if applicable).

The total fees, costs and expenses payable in connection with the admission of the Rated Notes to listing on the official list of the Luxembourg Stock Exchange and to trading on the regulated market of the Luxembourg Stock Exchange amount to Euro 7,000 (plus VAT, if applicable).

Material adverse change

There has been no material adverse change in the financial position or prospects of the Issuer since the date of its incorporation (such date being 21 July 2021).

Legal and arbitration proceedings

The Issuer is not involved in any legal, governmental or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had, since the date of its incorporation (such date being 21 July 2021), significant effects on the financial position or profitability of the Issuer.

LEI

The legal entity identifier (LEI) of the Issuer is 8156003B1C9DCDE30892.

Yield on the Class J Notes

The yield on the Class J Notes is equal to the fixed rate of 3.50 per cent. per annum applicable in respect of the Class J Notes in accordance with the Conditions.

GLOSSARY

Account Bank means BNYM, Milan branch or any other entity, being an Eligible Institution, acting as account bank from time to time under the Securitisation.

Account Bank Report means the report named as such to be prepared and delivered by the Account Bank pursuant to the Agency and Accounts Agreement.

Account Bank Report Date means the date falling 3 (three) Business Days prior to each Calculation Date.

Accounts means the Collection Account, the Cash Reserve Account, the Expenses Account, the Payments Account, the Swap Collateral Accounts, the Securities Account (if any), the Commingling and Set-Off Guarantee Deposit Account (if any), and any other account which may be opened by the Issuer under the Securitisation in accordance with the Transaction Documents.

Additional Purchase Price Component means an amount equal to Euro 5,698,350.00.

Affiliate means, with respect to any Person, any entity that controls, directly or indirectly, such Person or any entity directly or indirectly having a majority of the voting power of such Person.

Agency and Accounts Agreement means the agency and accounts agreement entered into on or about the Issue Date between the Issuer, the Master Servicer, the Sub-Servicer, the Calculation Agent, the Account Bank, the Paying Agent, the Corporate Servicer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Agents means, collectively, the Account Bank, the Custodian (if any), the Deposit Account Bank (if any), the Calculation Agent and the Paying Agent.

Aggregate Interest Amount has the meaning ascribed to such term in Condition 5(f) (*Interest and Class J Variable Return - Calculation of Interest Amount, Aggregate Interest Amount and Class J Variable Return*).

AIFM Regulation means Regulation (EU) no. 231/2013, as amended and/or supplemented from time to time.

Alternative Base Rate has the meaning ascribed to such term in Condition 5(d)(iii) (*Interest and Class J Variable Return - Fallback provisions*).

Amortisation Plan means, with reference to each Receivable, the amount and the payment date of the Instalments scheduled in the relevant Loan Agreement.

Arranger means Société Générale.

Back-up Sub-Servicer means Quinservizi or any other entity acting as back-up sub-servicer from time to time under the Securitisation.

Back-up Sub-Servicer Resignation Notice means any notice sent pursuant to clause 6.2 of the Back-up Sub-Servicing Agreement.

Back-up Sub-Servicer Termination Event means any of the events listed under clause 6.1(a) of the Back-up Sub-Servicing Agreement.

Back-up Sub-Servicer Termination Notice means any notice sent following the occurrence of a Back-up Sub-Servicer Termination Event pursuant to clause 6.1(b) of the Back-up Sub-Servicing Agreement.

Back-up Sub-Servicing Agreement means the back-up sub-servicing agreement entered into on 26 October 2021 between the Issuer, the Master Servicer, the Sub-Servicer and the Back-up Sub-Servicer, as from time to time further modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Balloon Loans means the loans granted by Fiditalia providing for a final instalment which is higher than the preceding instalments under the relevant amortisation plan.

Banca Finint means Banca Finanziaria Internazionale S.p.A., *breviter* Banca Finint S.p.A., a bank incorporated as a joint stock company (*società per azioni*) under the laws of the Republic of Italy with a sole shareholder, having its registered office in Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, share capital of Euro 71,817,500.00 fully paid up, tax code and enrolment in the companies' register of Treviso-Belluno no. 04040580963, VAT Group "*Gruppo IVA FININT S.P.A.*" - VAT no. 04977190265, registered in the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act under no. 5580 and in the register of the banking group held by the Bank of Italy as parent company of the Banca Finanziaria Internazionale Banking Group, member of the "*Fondo Interbancario di Tutela dei Depositi*" and of the "*Fondo Nazionale di Garanzia*".

Base Rate Modification has the meaning ascribed to such term in Condition 5(d)(i) (*Interest and Class J Variable Return - Fallback provisions*).

Benchmark Regulation means Regulation (EU) no. 2016/1011, as amended and/or supplemented from time to time.

BNYM Mellon, Milan branch means The Bank of New York Mellon SA/NV, Milan branch, a bank incorporated under the laws of Belgium, having its registered office at 46 Rue Montoyer, Montoyerstraat 46 - B-1000 Brussels, Belgium, acting through its Milan branch at Via Mike Bongiorno 13, 20124 Milan, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi under no. 09827740961, enrolled as a "*filiale di banca estera*" under no. 8070 and with ABI code 3351.4 with the banks' register held by the Bank of Italy pursuant to article 13 of the Consolidated Banking Act.

Borrowers means the borrowers under the Loan Agreements.

Business Day means any day, other than Saturday or Sunday, which is not a public holiday or a bank holiday in Milan, London, Luxembourg and Paris and on which the Trans-European Automated Real time Gross settlement Express Transfer system 2 (TARGET 2) (or any successor thereto) is open for the settlements of payments in Euro. Only for the purposes of the Sub-Servicing Agreement, the following days shall not be considered as Business Days: 14 August, 16 August, 7 December, 24 December and 31 December of each year.

Calculation Agent means Banca Finint or any other entity acting as calculation agent from time to time under the Securitisation.

Calculation Date means the date falling 4 (four) Business Days prior to each Payment Date.

Cancellation Date means the date on which the Notes will be finally and definitively cancelled, being:

(a) the earlier of (A) the Final Maturity Date if the Notes are redeemed in full, and (B) the date on which the Notes are finally redeemed following the delivery of a Trigger Notice or the occurrence of an

Issuer Insolvency Event or pursuant to Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*); or

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

Car Seller means each car dealer which has entered into a sale contract in respect of a Car with a Borrower who has simultaneously entered into a Loan Agreement with the Originator for the purposes of financing the purchase of such Car.

Cash Reserve means the cash reserve established on the Cash Reserve Account and replenished from time to time in accordance with the provisions of the Transaction Documents.

Cash Reserve Account means the Euro denominated account with IBAN IT04Z0335101600001081439780, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Cash Reserve Amount means, at any time, the balance of the amounts standing to the credit of the Cash Reserve Account.

Cash Reserve Initial Amount means an amount equal to Euro 5,000,000.

Cash Reserve Required Amount means, with reference to each Payment Date, an amount equal to the higher: of:

(a) 0.50 per cent. of the aggregate Principal Amount Outstanding of the Rated Notes on such Payment Date (before making payments due on such Payment Date in accordance with the applicable Priority of Payments); and

(b) 0.25 of the aggregate principal amount of the Rated Notes upon issue,

it being understood that, on the earlier of (i) the Payment Date following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, and (ii) the Payment Date on which the Rated Notes will be redeemed in full and/or cancelled, such amount will be reduced to 0 (zero).

Cash Trapping Condition means, on any Calculation Date with reference to the immediately following Payment Date prior to (i) the redemption in full of the Rated Notes, and (ii) the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the circumstance that the Cumulative Net Default Ratio, as calculated on the immediately preceding Sub-Servicer's Report Date, exceeds 3.25 per cent.

Class means a class of Notes being the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class J Notes, as the case may be.

Class A Noteholders means the holders of the Class A Notes.

Class A Notes means Euro 945,000,000 Class A Asset Backed Floating Rate Notes due December 2031.

Class A Notes Pro-Rata Ratio means, with reference to each Payment Date during the Pro-Rata Redemption Period and prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the ratio between (i) the Principal Amount Outstanding of the Class A Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments) and (ii) the Principal Amount Outstanding of the Rated Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class A Notes Support Ratio means, with reference to each Payment Date, the result of the following formula:

1 (one) – A / CP

Where:

A = the Principal Amount Outstanding of the Class A Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class A Notes upon issue);

CP = the Collateral Portfolio Outstanding Principal on the Collection End Date immediately preceding the immediately preceding Payment Date, or, in respect of the first Payment Date, the Outstanding Principal of the Portfolio as at the Valuation Date.

Class A Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to:

(a) during the Pro-Rata Redemption Period, the lower of:

  (i) the Class A Notes Pro-Rata Ratio multiplied by the lower between (A) the Target Amortisation Amount on such Payment Date; and (B) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class A Notes in accordance with the Pre-Acceleration Priority of Payments; and

  (ii) the Principal Amount Outstanding of the Class A Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments);

(b) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, the lower of:

  (i) the Target Amortisation Amount on such Payment Date; and

  (ii) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class A Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class A Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class B Interest Subordination Event means the circumstance that, on any Calculation Date with reference to the immediately following Payment Date prior to (i) the redemption in full of the Rated Notes, and (ii) the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*):

(a) the Class B Notes are not the Most Senior Class of Notes; and

(b) the Cumulative Gross Default Ratio, as calculated on the immediately preceding Sub-Servicer's Report Date, exceeds 15 per cent..

Class B Noteholders means the holders of the Class B Notes.

Class B Notes means Euro 15,000,000 Class B Asset Backed Floating Rate Notes due December 2031.

Class B Notes Pro-Rata Ratio means, with reference to each Payment Date during the Pro-Rata Redemption Period and prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the ratio between (i) the Principal Amount Outstanding of the Class B Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments) and (ii) the Principal Amount Outstanding of the Rated Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class B Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to:

(a) during the Pro-Rata Redemption Period, the lower of:

(i) the Class B Notes Pro-Rata Ratio multiplied by the lower between (A) the Target Amortisation Amount on such Payment Date; and (B) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class B Notes in accordance with the Pre-Acceleration Priority of Payments; and

(ii) the Principal Amount Outstanding of the Class B Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments);

(b) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, the lower of:

(i) the Target Amortisation Amount on such Payment Date less the Class A Redemption Amount; and

(ii) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class B Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class B Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class C Interest Subordination Event means the circumstance that, on any Calculation Date with reference to the immediately following Payment Date prior to (i) the redemption in full of the Rated Notes, and (ii) the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*):

(a) the Class C Notes are not the Most Senior Class of Notes; and

(b) the Cumulative Gross Default Ratio, as calculated on the immediately preceding Sub-Servicer's Report Date, exceeds 4 per cent..

Class C Noteholders means the holders of the Class C Notes.

Class C Notes means Euro 19,000,000 Class C Asset Backed Floating Rate Notes due December 2031.

Class C Notes Pro-Rata Ratio means, with reference to each Payment Date during the Pro-Rata Redemption Period and prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the ratio between (i) the Principal Amount Outstanding of the Class C Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments) and (ii) the Principal Amount Outstanding of the Rated Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class C Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to:

(a) during the Pro-Rata Redemption Period, the lower of:

(i) the Class C Notes Pro-Rata Ratio multiplied by the lower between (A) the Target Amortisation Amount on such Payment Date; and (B) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class C Notes in accordance with the Pre-Acceleration Priority of Payments; and

(ii) the Principal Amount Outstanding of the Class C Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments);

(b) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, the lower of:

(i) the Target Amortisation Amount on such Payment Date less the Class A Redemption Amount and the Class B Redemption Amount; and

(ii) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class C Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class C Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class D Interest Subordination Event means the circumstance that, on any Calculation Date with reference to the immediately following Payment Date prior to (i) the redemption in full of the Rated Notes, and (ii) the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*):

(a) the Class D Notes are not the Most Senior Class of Notes; and

(b) the Cumulative Gross Default Ratio, as calculated on the immediately preceding Sub-Servicer's Report Date, exceeds 3.1 per cent..

Class D Noteholders means the holders of the Class D Notes.

Class D Notes means Euro 21,000,000 Class D Asset Backed Floating Rate Notes due December 2031.

Class D Notes Pro-Rata Ratio means, with reference to each Payment Date during the Pro-Rata Redemption Period and prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), the ratio between (i) the Principal Amount Outstanding of the Class D Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments) and (ii) the Principal Amount Outstanding of the Rated Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class D Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to:

(a) during the Pro-Rata Redemption Period, the lower of:

(i) the Class D Notes Pro-Rata Ratio multiplied by the lower between (A) the Target Amortisation Amount on such Payment Date; and (B) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class D Notes in accordance with the Pre-Acceleration Priority of Payments; and

(ii) the Principal Amount Outstanding of the Class D Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments);

(b) during the Initial Sequential Redemption Period and, following the occurrence of a Sequential Redemption Event, during the Sequential Redemption Period, the lower of:

(i) the Target Amortisation Amount on such Payment Date less the Class A Redemption Amount, the Class B Redemption Amount and the Class C Redemption Amount; and

(ii) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class D Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class D Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class J Noteholders means the holders of the Class J Notes.

Class J Notes means Euro 5,000,000 Class J Asset Backed Fixed Rate and Variable Return Notes due December 2031.

Class J Redemption Amount means, with reference to each Payment Date prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), an amount equal to the lower of:

(a) the Target Amortisation Amount on such Payment Date less the Class A Redemption Amount, the Class B Redemption Amount, the Class C Redemption Amount and the Class D Redemption Amount; and

(b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class J Notes in accordance with the Pre-Acceleration Priority of Payments,

or, if lower, the Principal Amount Outstanding of the Class J Notes on such Payment Date (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments).

Class J Variable Return means, on each Payment Date, the variable return payable on the Class J Notes, which will be equal to any Issuer Available Funds remaining after making payments under items (i) (*first*) to (xxvi) (*twenty-sixth*) (inclusive) of the Pre-Acceleration Priority of Payments or under items (i) (*first*) to (xviii) (*eighteenth*) (inclusive) of the Post-Acceleration Priority of Payments, as the case may be, and may be equal to 0 (zero).

Clean-up Call Event means the circumstance that, on any date, the aggregate Outstanding Principal of the Receivables comprised in the Portfolio is equal to or lower than 10 per cent. of the aggregate Outstanding Principal, as at the Valuation Date, of the Receivables comprised in the Portfolio.

Clearstream means Clearstream Banking, Luxembourg with offices at 42 avenue JF Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

Collateral Portfolio means, on any given date, the aggregate of all Receivables comprised in the Portfolio, other than any Defaulted Receivables.

Collateral Portfolio Outstanding Principal means, at any given date, the aggregate Outstanding Principal of the Receivables comprised in the Collateral Portfolio.

Collateral Security means, with reference to each Receivable, any security interest, guarantee or other arrangement securing the payment of the Receivables.

Collection Account means the Euro denominated account with IBAN IT53A0335101600001081369780, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Collection End Date means the last calendar day of each month in each year.

Collection Period means each period commencing on (but excluding) a Collection End Date and ending on (and including) the immediately following Collection End Date, provided that the first Collection Period will commence on (but exclude) the Valuation Date of the Portfolio and end on (and include) the Collection End Date falling in November 2021.

Collection Policies means the procedures for the management, collection and recovery of the Receivables attached as schedule 1 (*Collection Policies*) to the Sub-Servicing Agreement.

Collections means, collectively, any amount on account of principal, interest, prepayment fees and other amounts received or recovered by or on behalf of the Issuer in respect of the Receivables.

Commingling and Set-Off Guarantee means the Italian law guarantee issued on or about the Issue Date by the Commingling and Set-Off Guarantor in the interest of Fiditalia and in favour of the Issuer, as from time to time further modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Commingling and Set-Off Guarantee Deposit means the deposit by the Commingling and Set-Off Guarantor of an amount equal to the then applicable Maximum Guaranteed Amount into the Commingling and Set-Off Guarantee Deposit Account pursuant to the terms of the Commingling and Set-Off Guarantee.

Commingling and Set-Off Guarantee Deposit Account means the account named as such that may be opened in the name of the Issuer with an Eligible Institution pursuant to the terms of the Commingling and Set-Off Guarantee.

Commingling and Set-Off Guarantee Expiry Date means the earlier of (i) the occurrence of a Commingling and Set-Off Guarantee Termination Event, to be notified by means of written notice by the Sub-Servicer, the Originator or the Commingling and Set-Off Guarantor to the Issuer and the Representative of the Noteholders, (ii) the redemption in full of the Rated Notes, and (iii) the Final Maturity Date.

Commingling and Set-Off Guarantee Termination Event means any of the following events:

(a) the unsecured and unsubordinated debt obligations of Fiditalia gain the following ratings:

  (i) with respect to DBRS: (A) a long-term public or private rating at least equal to "BBB" in respect of long-term debt, or (B) in the absence of a public rating by DBRS, a DBRS Minimum Rating at least equal to "BBB" in respect of long-term debt, or such other rating as may from time to time comply with DBRS' criteria; and

  (ii) with respect to Moody's, a long-term public rating at least equal to "Baa2", or such other rating as may from time to time comply with Moody's criteria; or

(b) any other action has been taken as a result of which the Rating Agencies have confirmed the then current rating of the Rated Notes is not affected by the termination of the Commingling and Set-Off Guarantee.

Commingling and Set-Off Guarantor means Société Générale or any other entity, being an Eligible Commingling and Set-Off Guarantor, acting as commingling and set-off guarantor from time to time under the Securitisation.

Commingling and Set-Off Guarantor Termination Event means any of the following events:

(a) a notice of termination is given by the Commingling and Set-Off Guarantor to the Issuer, the Sub-Servicer, the Originator and the Representative of the Noteholders, indicating a date (i) which shall not fall prior to 30 (thirty) calendar days following the date of the relevant notice and (ii) on which such termination shall be effective; or

(b) a 30 (thirty) calendar day-period has elapsed since the Commingling and Set-Off Guarantor has ceased to be qualified as an Eligible Commingling and Set-Off Guarantor.

Commingling Guaranteed Obligation means, for so long as Fiditalia acts as Sub-Servicer under the Securitisation, its obligations to transfer the Collections into the Collection Account in accordance with the terms of the Sub-Servicing Agreement, to the extent such obligations are breached and the relevant breach is not remedied within 5 (five) Business Days following the occurrence thereof.

Commingling Maximum Guaranteed Amount means, with reference to the first Payment Date, Euro 20,530,000 and thereafter the amount applicable to the relevant Payment Date as detailed in Schedule 3, Part 1 of the Commingling and Set-Off Guarantee.

Conditions means the terms and conditions of the Notes, and **Condition** means a condition thereof.

Connected Third Party Creditors means any creditors of the Issuer (other than the Issuer Creditors) in relation to the Securitisation.

CONSOB means *Commissione Nazionale per le Società e la Borsa*.

CONSOB and Bank of Italy Joint Resolution means the resolution of 13 August 2018 jointly issued by CONSOB and Bank of Italy (named "*Disciplina dei servizi di gestione accentrata, di liquidazione, dei sistemi di garanzia e delle relative società di gestione*") containing rules on custody, clearing and settlement, as amended and/or supplemented from time to time.

Consolidated Banking Act means Italian Legislative Decree no. 385 of 1 September 1993, as amended and/or supplemented from time to time.

Consolidated Financial Act means Italian Legislative Decree no. 58 of 24 February 1998, as amended and/or supplemented from time to time.

Consumer Code means Italian Legislative Decree no. 206 of 6 September 2005 (named "*Codice del consumo, a norma dell'articolo 7 della legge 29 luglio 2003, n. 229*"), as amended and/or supplemented from time to time.

COR means the long-term rating assigned by DBRS to address the risk of default of particular obligations and/or exposures of certain banks that have a higher probability of being excluded from bail-in and remaining in a continuing bank in the event of the resolution of a troubled bank than other senior unsecured obligations.

Corporate Servicer means Banca Finint or any other entity acting as corporate servicer from time to time under the Securitisation.

Corporate Services Agreement means the corporate services agreement entered into on or about the Issue Date between the Issuer and the Corporate Servicer, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Credit and Collection Policies means the procedures for the origination, management, collection and recovery of the Receivables enclosed in this Prospectus under the section headed "*The Credit and Collection Policies*".

CRR means Regulation (EU) no. 575/2013, as amended and/or supplemented from time to time.

CRR Amendment Regulation means Regulation (EU) no. 2401 of 12 December 2017 amending the CRR.

CRR Assessment means the assessment of compliance of the Notes with the relevant provisions of article 243 of the CRR carried out by PCS.

CSSF means the *Commission de Surveillance du secteur financier*.

Cumulative Gross Default Ratio means the ratio, calculated on each Sub-Servicer's Report Date with reference to the immediately preceding Collection End Date, between:

(a) the aggregate Outstanding Principal, as at the relevant Default Date, of all Receivables which were part of the Portfolio and have become Defaulted Receivables from (and excluding) the Valuation Date up to (and including) the Collection End Date immediately preceding such Sub-Servicer's Report Date; and

(b) the aggregate Outstanding Principal, as at the Valuation Date, of the Receivables comprised in the Portfolio.

Cumulative Net Default Ratio means the ratio, calculated on each Sub-Servicer's Report Date with reference to the immediately preceding Collection End Date, between:

(a) (i) the aggregate Outstanding Principal, as at the relevant Default Date, of all Receivables which were part of the Portfolio and have become Defaulted Receivables from (and excluding) the Valuation Date up to (and including) the Collection End Date immediately preceding such Sub-Servicer's Report Date; minus (ii) the aggregate of the Recoveries made in respect of such Defaulted Receivables from (and including) the relevant Default Date up to (and including) the Collection End Date immediately preceding such Sub-Servicer's Report Date; and

(b) the aggregate Outstanding Principal, as at the Valuation Date, of the Receivables comprised in the Portfolio.

Custodian means an Eligible Institution that may be appointed as such by the Issuer pursuant to the Agency and Accounts Agreement.

DBRS or **DBRS Morningstar** means (i) for the purpose of identifying the DBRS entity which has assigned the credit rating to the Rated Notes, DBRS Ratings GmbH and any successor thereto in this rating activity, and (ii) in any other case, any entity that is part of DBRS Morningstar, which is either registered or not under the EU CRA Regulation, as it appears from the last available list published by ESMA on its website, or any other applicable regulation.

DBRS Equivalent Rating means the DBRS rating equivalent of any of the below ratings by Fitch, Moody's or S&P:

DBRS	Moody's	S&P	Fitch
AAA	Aaa	AAA	AAA
AA(high)	Aa1	AA+	AA+
AA	Aa2	AA	AA
AA(low)	Aa3	AA-	AA-
A(high)	A1	A+	A+
A	A2	A	A
A(low)	A3	A-	A-
BBB(high)	Baa1	BBB+	BBB+
BBB	Baa2	BBB	BBB
BBB(low)	Baa3	BBB-	BBB-
BB(high)	Ba1	BB+	BB+
BB	Ba2	BB	BB
BB(low)	Ba3	BB-	BB-
B(high)	B1	B+	B+
B	B2	B	B
B(low)	B3	B-	B-
CCC(high)	Caa1	CCC+	CCC+
CCC	Caa2	CCC	CCC
CCC(low)	Caa3	CCC-	CCC-
CC	Ca	CC	CC
C	C	D	D

DBRS Minimum Rating means: (a) if a Fitch long term senior debt rating, a Moody's long term senior debt rating and an S&P long term senior debt rating (each, a **Long Term Senior Debt Rating**) are all available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of such Long Term Senior Debt Rating remaining after disregarding the highest and lowest of such Long Term Senior Debt Ratings from such rating agencies (provided that if such Long Term Senior Debt Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below) (for this purpose, if more than one Long Term Senior Debt Rating has the same highest DBRS Equivalent Rating or the same

lowest DBRS Equivalent Rating, then in each case one of such Long Term Senior Debt Ratings shall be so disregarded); and (b) if the DBRS Minimum Rating cannot be determined under paragraph (a) above, but Long Term Senior Debt Ratings by any two of Fitch, Moody's and S&P are available at such date, the DBRS Minimum Rating will be the DBRS Equivalent Rating of the lower of such Long Term Senior Debt Ratings (provided that if such Long Term Senior Debt Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below); and (c) if the DBRS Minimum Rating cannot be determined under paragraphs (a) and (b) above, but a Long Term Senior Debt Rating by any one of Fitch, Moody's and S&P is available at such date, then the DBRS Minimum Rating will be the DBRS Equivalent Rating of such Long Term Senior Debt Rating (provided that if such Long Term Senior Debt Rating is under credit watch negative, or the equivalent, then the DBRS Equivalent Rating will be considered one notch below). If at any time the DBRS Minimum Rating cannot be determined under paragraphs (a) to (c) (inclusive) above, then a DBRS Minimum Rating of "C" shall apply at such time.

Debtors means the Borrowers and any other persons who are liable for the payment of the Receivables (including any third-party guarantors).

Decree 239 means Italian Legislative Decree no. 239 of 1 April 1996, as amended and/or supplemented from time to time, and any related regulations.

Decree 239 Withholding means any withholding or deduction for or on account of "*imposta sostitutiva*" under Decree 239.

Deed of Charge means the English law deed of charge entered into on or prior to the Issue Date between the Issuer and the Representative of the Noteholders (acting for itself and as security trustee for the Noteholders and the Other Issuer Creditors), as from time to time modified in accordance with the provisions thereof and including any deed or other document expressed to be supplemental thereto.

Default Date means the date on which each relevant Receivable becomes a Defaulted Receivable.

Defaulted Receivables means the Receivables arising from Loans:

(a) in respect of which there are at least 8 (eight) Unpaid Instalments; or

(b) which have been declared immediately due and payable by the relevant Debtor (*decadenza dal beneficio del termine*); or

(c) which have been written-off by the Originator.

Delinquent Receivables means the Receivables (other than the Defaulted Receivables) arising from Loans in relation to which for more than 89 (eighty-nine) days both the following conditions are met: (i) an aggregate amount at least equal to Euro 100 is due but not paid by a Borrower in respect of the Receivables; and (ii) the ratio between the amounts due but not paid by a Borrower in respect of the Receivables and the total debt exposures of the same Borrower towards Fiditalia is equal to or higher than 1.00 per cent.

Deposit Account Bank means an Eligible Institution that may be appointed as such by the Issuer pursuant to the Agency and Accounts Agreement.

Dodd-Frank Act means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as amended.

Drawing means any drawing of the Relevant Amount from the Commingling and Set-Off Guarantee Deposit Account in order to satisfy the relevant Guaranteed Obligation pursuant to the terms of the Commingling and Set-Off Guarantee.

Drawing Notice means any notice of the Drawing made to be sent to the Issuer (acting through the Corporate Servicer or the Calculation Agent) and/or the Representative of the Noteholders to the Commingling and Set-Off Guarantor pursuant to the terms of the Commingling and Set-Off Guarantee.

DZ BANK means DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, a stock corporation (*Aktiengesellschaft*) incorporated under the laws of the Federal Republic of Germany, having its registered office at Platz der Republik, 60325 Frankfurt am Main, Federal Republic of Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) in Frankfurt am Main under registration number HRB 45651.

EBA means the European Banking Authority.

EBA Guidelines on STS Criteria means the guidelines on the criteria of simplicity, transparency and standardisation adopted by EBA on 12 December 2018 pursuant to the EU Securitisation Regulation and named "*Guidelines on the STS criteria for non-ABCP securitisation*", as amended and/or supplemented from time to time.

ECB means the European Central Bank.

EEA means the European Economic Area.

Eligible Commingling and Set-Off Guarantor means an institution organised under the laws of any state which is a member of the European Union or the UK or of the United States of America whose unsecured and unsubordinated debt obligations have the following ratings:

(a) with respect to DBRS: (A) a long-term public or private rating at least equal to "BBB" in respect of long-term debt, or (B) in the absence of a public rating by DBRS, a DBRS Minimum Rating at least equal to "BBB" in respect of long-term debt, or such other rating as may from time to time comply with DBRS' criteria; and

(b) with respect to Moody's, a long-term public rating at least equal to "Baa2", or such other rating as may from time to time comply with Moody's criteria.

Eligibility Criteria means the eligibility criteria which the Receivables comprised in the Portfolio shall, as at the Valuation Date, meet pursuant to the Transfer Agreement.

Eligible Institution means a depository institution organised under the laws of any state which is a member of the European Union or the UK or of the United States of America:

(a) whose unsecured and unsubordinated debt obligations have the following ratings:

(i) with respect to DBRS, a rating at least equal to "A" being:

(A) in case a public or private rating has been assigned by DBRS, the higher of (I) the rating one notch below the institution's COR (if assigned), and (II) the long-term senior unsecured debt rating or deposit rating; or

(B) in case a long-term COR has not been assigned by DBRS, the higher of the relevant institution's issue rating, long-term senior unsecured debt rating or deposit rating; or

(C) in case a public or private rating has not been assigned by DBRS, a DBRS Minimum Rating,

or such other rating as may from time to time comply with DBRS' criteria; and

(ii) with respect to Moody's, a public rating at least equal to "Baa2" in respect of long-term unsecured and unsubordinated debt obligations (or, if no such long-term rating is available, a public rating at least equal to "P-2" in respect of short-term unsecured and unsubordinated debt obligations), or such other rating as may from time to time comply with Moody's criteria; or

(b) whose obligations under the Transaction Documents to which it is a party are guaranteed by a depository institution organised under the laws of any state which is a member of the European Union or the UK or of the United States of America, whose unsecured and unsubordinated debt obligations are rated as set out in paragraph (a) above, provided that such guarantee has been notified in advance to the Rating Agencies and complies with the Rating Agencies' criteria.

Eligible Investments means any senior, unsubordinated debt securities, investment, commercial paper, deposit or other instrument which is denominated in Euro and is in the form of bonds, notes, commercial papers, deposits or other financial instruments having at least the following ratings:

(a) with respect to DBRS: (A) a short-term public or private rating at least equal to "R-1 (low)" in respect of short term debt or a long-term public or private rating at least equal to "A" in respect of long-term debt, or (B) in the absence of a public rating by DBRS, a DBRS Minimum Rating at least equal to "A" in respect of long-term debt, or such other rating as may from time to time comply with DBRS' criteria; and

(b) with respect to Moody's, a long-term public rating at least equal to "A3", or such other rating as may from time to time comply with Moody's criteria,

provided that: (i) each maturity date shall fall not later than the immediately following Eligible Investment Maturity Date; (ii) any investment shall guarantee a fixed amount on account of principal at maturity not lower than the initial invested amount; and (iii) in any event, any account, deposit, instrument or fund which consists, in whole or in part, actually or potentially, of credit-linked notes, synthetic securities or similar claims resulting from the transfer of credit risk by means of credit derivatives, swaps or tranches of other asset backed securities or any other instrument from time to time specified in the ECB monetary policy regulations applicable from time to time shall be excluded.

Eligible Investments Maturity Date means, with reference to each Eligible Investment, the date falling no later than 5 (five) Business Days prior to the Payment Date immediately following the Collection Period in respect of which the relevant Eligible Investment has been made.

Eligible Investments Report means the report named as such to be prepared and delivered by the Custodian (if any) pursuant to the Agency and Accounts Agreement.

Eligible Investments Report Date means the date falling 5 (five) Business Days prior to each Payment Date.

EMIR means Regulation (EU) no. 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (as amended, modified and/or restated from time to time) and/or any supplementing regulations, provisions or regulatory or implementing technical standards (each as amended, modified and/or restated from time to time) being effected under or in connection with Regulation (EU) no. 648/2012.

EMMI means the European Money Markets Institute.

ESMA means the European Securities and Markets Authority.

ESMA Report Date means (i) prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the date falling no later than one month after each Payment Date, provided that the first ESMA Report Date will fall in January 2022, or (ii) following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the date falling no later than one month after each quarterly date designated as Payment Date by the Representative of the Noteholders.

ESMA STS Register means the ESMA website on which the STS Notification will be available for download on the ESMA website (being, as at the date of this Prospectus, https://www.esma.europa.eu/policy-activities/securitisation/simple-transparent-and-standardised-sts-securitisation).

EU CRA Regulation means Regulation (EC) no. 1060/2009 on credit rating agencies, as amended and/or supplemented from time to time.

EU Insolvency Regulation means Regulation (EU) no. 848 of 20 May 2015, as amended and/or supplemented from time to time.

EURIBOR has the meaning ascribed to such term in Condition 5(c) (*Interest and Class J Variable Return - Rate of interest on the Notes*).

Euro, **EUR** or **€** means the single currency introduced in the Member States of the European Community which adopted the single currency in accordance with the Treaty of Rome of 25 March 1957, as amended by, *inter alia*, the Single European Act 1986, the Treaty of the European Union of 7 February 1992 establishing the European Union and the European Council of Madrid of 16 December 1995.

Euroclear means Euroclear Bank S.A./N.V., with offices at 1 boulevard du Roi Albert II, B-1210 Brussels.

Euro-Zone means the region comprised of Member States of the European Union that adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957) as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992).

EU Securitisation Regulation means Regulation (EU) no. 2402 of 12 December 2017, as amended and/or supplemented from time to time.

EU STS Requirements means the requirements of articles 19 to 22 of the EU Securitisation Regulation.

EUWA means the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020).

Excess Swap Collateral means an amount equal to the value of the Swap Collateral (or the applicable part thereof) which is in excess of the Swap Counterparty's liability (prior to any netting in respect of the Swap Collateral) under the Swap Agreement as at the date of termination of the Swap Agreement or which it is otherwise entitled to have returned to it under the terms of the Swap Agreement.

Expenses means any documented fees, costs, expenses and Taxes required to be paid to any Connected Third Party Creditor arising in connection with the Securitisation and any other documented costs, expenses and taxes required to be paid in order to preserve the existence of the Issuer, maintain it in good standing and comply with applicable laws and regulations or, after the last Payment Date, to liquidate it.

Expenses Account means the Euro denominated account with IBAN IT83J0335101600001412259780, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Extraordinary Resolution has meaning ascribed to such term in the Rules of the Organisation of the Noteholders.

FATCA means Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986.

FATCA Withholding means any withholding applicable under FATCA or an IGA (or any law implementing an IGA).

Fiditalia means Fiditalia S.p.A., a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Via G. Silva, 34, 20149 Milan, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi no. 08437820155, enrolled in the register of financial intermediaries ("*Albo Unico*") held by the Bank of Italy pursuant to article 106 of the Consolidated Banking Act under no. 37.

Final Determined Amount means, in relation to any Delinquent Receivable and Defaulted Receivable, an amount calculated by the Originator taking into account its evaluation of the fair value of such receivables.

Final Maturity Date means the Payment Date falling in December 2031.

Final Repurchase Price means:

(a) the aggregate Outstanding Principal, as at the immediately preceding Collection End Date, of the Receivables (other than the Delinquent Receivables and the Defaulted Receivables) comprised in the Portfolio; plus

(b) the aggregate Final Determined Amount, as at the immediately preceding Collection End Date, of the Delinquent Receivables and the Defaulted Receivables comprised in the Portfolio.

Fitch means any relevant entity that is part of the Fitch Ratings' group.

Further Securitisation has the meaning ascribed to it in Condition 4(p) (*Further securitisations and corporate existence*).

IGA means each intergovernmental agreement entered into between the United States and other relevant jurisdictions to facilitate the implementation of FATCA.

Individual Purchase Price means, in respect of each Receivable, all Principal Components of the relevant Loan falling due after the Valuation Date, plus the relevant Interest Accrual.

Initial Sequential Redemption Period means the period starting from (and including) the Issue Date and ending on (and excluding) the Payment Date on which the Class A Notes Support Ratio is at least equal to 12 per cent..

Instalment means each instalment due under a Loan Agreement pursuant to the relevant Amortisation Plan, including a Principal Component and an Interest Component.

Insurance Companies means the insurance companies which have issued the Insurance Policies.

Insurance Policies means any insurance policy entered into by the Originator with reference to each Loan Agreement and subscribed by the relevant Borrower together with the Loan Agreement.

Intercreditor Agreement means the intercreditor agreement entered into on or about the Issue Date between the Issuer, the Quotaholder, the Representative of the Noteholders (acting for itself and on behalf of the Noteholders), the Other Issuer Creditors and the Reporting Entity, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Interest Accrual means, in respect of the Receivables comprised in the Portfolio, the amount of interest accrued but not yet due up to (and including) the Valuation Date.

Interest Amount has the meaning ascribed to such term in Condition 5(f) (*Interest and Class J Variable Return - Calculation of Interest Amount, Aggregate Interest Amount and Class J Variable Return*).

Interest Component means, in relation to each Receivable, the interest component of each Instalment due pursuant to the relevant Loan Agreement.

Interest Determination Date means the 2nd (second) Business Day immediately preceding the beginning of the relevant Interest Period.

Interest Period means each period from (and including) a Payment Date to (but excluding) the immediately following Payment Date, provided that the first Interest Period will commence on (and include) the Issue Date and end on (but exclude) the Payment Date falling in December 2021.

Investors Report means the report setting out certain information with respect to the Portfolio and the Notes, to be prepared and delivered by the Calculation Agent in accordance with the Agency and Accounts Agreement.

Investors Report Date means the date falling 1 (one) Business Day after each Payment Date.

Issue Date means the date falling on 5 November 2021, on which the Notes will be issued.

Issuer means Red & Black Auto Italy S.r.l., a limited liability company (*società a responsabilità limitata*) with a sole quotaholder incorporated under the laws of the Republic of Italy, having its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies' register of Treviso-Belluno no. 05254340267, quota capital of Euro 10,000 fully paid-up, enrolled with the register of the special purpose vehicles held by the Bank of Italy pursuant to the Bank of Italy's regulation dated 7 June 2017 under no. 35838.2, having as its sole corporate object the realisation of securitisation transactions pursuant to the Securitisation Law.

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

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

(b) any other amount received by the Issuer in respect of the Portfolio in relation the immediately preceding Collection Period (including any proceeds deriving from the repurchase by the Originator of individual Receivables pursuant to the Transfer Agreement, any proceeds deriving from the sale of individual Defaulted Receivables pursuant to the Sub-Servicing Agreement and any amount paid by the Originator to the Issuer pursuant to the Warranty and Indemnity Agreement, but excluding,

for the avoidance of doubt, any sum erroneously transferred to the Issuer or Collection remained unpaid (*insoluto*) after its transfer to the Issuer pursuant to the Sub-Servicing Agreement);

(c) all amounts payable to the Issuer under or in relation to the Swap Agreement in respect of such Payment Date (other than any early termination amount or Replacement Swap Premium and any Swap Collateral, Swap Tax Credits, Excess Swap Collateral, or any other amount standing to the credit of the Swap Cash Collateral Account);

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

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

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

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

(h) any amount credited to the Collection Account pursuant to item (xxii) (*twenty-second*) of the Pre-Acceleration Priority of Payments on any preceding Payment Date;

(i) any amount credited to the Collection Account pursuant to item (xxvi) (*twenty-sixth*) of the Pre-Acceleration Priority of Payments or (xviii) (*eighteenth*) of the Post-Acceleration Priority of Payments (as the case may be) on any preceding Payment Date;

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

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

(l) on the Regulatory Call Early Redemption Date, the Regulatory Mezzanine Loan Disbursement Amount (provided that such amount shall be used solely to make payments under item (xviii) (*eighteenth*) of the Pre-Acceleration Priority of Payments on such Regulatory Call Early Redemption Date);

(m) any amount paid by the Commingling and Set-Off Guarantor or drawn from the Commingling and Set-Off Guarantee Deposit Account under the Commingling and Set-Off Guarantee in respect of such Payment Date;

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

provided that, prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*), if the Sub-Servicer fails to deliver the Sub-Servicer's Report to the Calculation Agent by the relevant Sub-Servicer's Report Date (or such later date as may be agreed between the Sub-Servicer and the Calculation Agent which enables the latter to prepare and deliver the Payments Report in a timely manner), the Issuer Available Funds in respect of the relevant Payment Date shall be limited to the amounts necessary to pay interest on the Senior Notes (and, as long as no relevant Mezzanine Interest Subordination Event has occurred in relation to a Class of Mezzanine Notes in respect of such Payment Date, interest on such Class of Mezzanine Notes) and any amounts ranking in priority thereto under the Pre-Acceleration Priority of Payments.

Issuer Creditors means, collectively, the Noteholders and the Other Issuer Creditors.

Issuer Insolvency Event means, in respect of the Issuer, any of the following events:

(a) an order is made or an effective resolution is passed for the winding up of the Issuer or any of the events under article 2484 of the Italian civil code occurs; or

(b) an Insolvency Proceeding has been instituted against the Issuer under applicable laws and such proceeding is not, in the opinion of the Representative of the Noteholders, being disputed in good faith with a reasonable prospect of success; or

(c) the Issuer takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with, or for the benefit of, its creditors (other than the Issuer Creditors) or is granted by a competent court a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it, or it applies for or consents to the suspension of payments or an administrator, administrative receiver or liquidator or other similar official of the Issuer being appointed over or in respect of the whole or any part of the undertaking, assets and/or revenues of the Issuer or an encumbrancer taking possession of the whole or any substantial part of the undertaking or assets of the Issuer.

Issuer Transaction Security means the security created or purported to be created pursuant to the Deed of Charge and any other security which may be created or purported to be created pursuant to the Intercreditor Agreement.

Italian Bankruptcy Law means Italian Royal Decree no. 267 of 16 March 1942, as amended and/or supplemented from time to time.

Junior Noteholders means the Class J Noteholders.

Junior Notes means the Class J Notes.

Junior Notes Subscriber means Fiditalia.

Junior Notes Subscription Agreement means the subscription agreement relating to the Junior Notes entered into on or about the Issue Date between the Issuer, the Representative of the Noteholders and the Junior Notes Subscriber, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto

Law 52 means Italian Law no. 52 of 21 February 1991, as amended and/or supplemented from time to time.

Lead Manager means Société Générale.

Loan Agreements means the consumer loan agreements and personal credit facility agreements entered into between the Originator and the Borrowers, under which the Originator has granted the Loans to the relevant Borrowers.

Loan by Loan Report means the report setting out information relating to each Loan as at the end of the Collection Period immediately preceding the relevant ESMA Report Date (including, *inter alia*, the information related to the environmental performance of the assets financed by the relevant Loan, if available), in compliance with point (a) of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation and the applicable Technical Standards, to be prepared and delivered by the Sub-Servicer in accordance with the Sub-Servicing Agreement.

Loans means, collectively, the New Car Loans and the Used Car Loans.

Luxembourg Stock Exchange means the Luxembourg stock exchange.

Master Servicer means Banca Finint or any other entity acting as master servicer from time to time under the Securitisation.

Master Servicer Resignation Notice means any notice sent pursuant to clause 7.2 of the Servicing Agreement.

Master Servicer Termination Event means any of the events listed under clause 7.1(a) of the Servicing Agreement.

Master Servicer Termination Notice means any notice sent following the occurrence of a Master Servicer Termination Event pursuant to clause 7.1(b) of the Servicing Agreement.

Maximum Guaranteed Amount means the Commingling Maximum Guaranteed Amount and/or the Set-Off Maximum Guaranteed Amount, as the case may be.

Meeting means a meeting of Noteholders duly convened (whether originally convened or resumed following an adjournment) and held in accordance with the provisions contained in the Rules of the Organisation of the Noteholders.

Mezzanine Interest Subordination Events means the Class B Interest Subordination Event, the Class C Interest Subordination Event and/or the Class D Interest Subordination Event, as the context may require.

Mezzanine Noteholders means, collectively, the Class B Noteholders, the Class C Noteholders and the Class D Noteholders.

Mezzanine Notes means, collectively, the Class B Notes, the Class C Notes and the Class D Notes.

MiFID II means Directive 2014/65/EU, as amended and/or supplemented from time to time.

Minimum Ratings means in respect of the unsecured and unsubordinated debt obligations of Fiditalia, the following ratings: (i) a long-term rating at least equal to "BBB" by DBRS, and (ii) a long-term rating at least equal to "Baa2" by Moody's.

Moody's means (i) for the purpose of identifying the Moody's entity which has assigned the credit rating to the Rated Notes, Moody's Italia S.r.l., and in each case, any successor to this rating activity, and (ii) in any other case, any entity that is part of the Moody's group, which is either registered or not under the EU CRA Regulation, as it appears from the last available list published by ESMA on its website, or any other applicable regulation.

Monte Titoli means Monte Titoli S.p.A., a joint stock company under the laws of the Republic of Italy, having its registered office at Piazza degli Affari 6, 20123 Milan, Italy, VAT code and enrolment with the companies' register of Milano - Monza Brianza - Lodi no. 03638780159.

Monte Titoli Account Holders means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli including any depository banks appointed by Euroclear and Clearstream.

Most Senior Class of Notes means (i) until redemption in full of the Class A Notes, the Class A Notes; or (ii) following redemption in full of the Class A Notes, the Class B Notes; or (iii) following redemption in full of the Class B Notes, the Class C Notes; or (iv) following redemption in full of the Class C Notes, the Class D Notes.

New Car means a new car sold by a Car Seller and purchased by a Borrower which is financed under the relevant Loan Agreement.

New Car Loans means the loans granted by the Originator to the relevant Borrowers for the purpose of purchasing New Cars.

New Sub-Servicing Agreement means the new sub-servicing agreement to be entered into between the Back-up Sub-Servicer, the Issuer and the Master Servicer in accordance with the provisions of the Back-up Sub-Servicing Agreement upon replacement of Fiditalia as Sub-Servicer.

Noteholders means, collectively, the Rated Noteholders and the Junior Noteholders.

Notes means, collectively, the Rated Notes and the Junior Notes.

Ordinary Resolution has the meaning ascribed to such term in the Rules of the Organisation of the Noteholders.

Organisation of the Noteholders means the association of the Noteholders, organised pursuant to the Rules of the Organisation of the Noteholders.

Originator means Fiditalia.

Other Issuer Creditors means the Originator, the Master Servicer, the Sub-Servicer, the Back-up Sub-Servicer, the Representative of the Noteholders, the Calculation Agent, the Corporate Servicer, the Stichting Corporate Services Provider, the Account Bank, the Custodian (if any), the Deposit Account Bank (if any), the Paying Agent, the Commingling and Set-Off Guarantor, the Arranger, the Lead Manager, the Junior Notes Subscriber and any other entity which may accede to the Intercreditor Agreement from time to time.

Other Rights means any other right, claim and action (including any legal proceeding for the recovery of suffered damages), substantial and procedural action and defence inherent or otherwise ancillary to the aforesaid rights and claims and their exercise in accordance with the Loan Agreements and/or pursuant to the applicable laws and regulations, including, without limitation, the right to terminate the relevant Loan Agreement due to a default (*risoluzione per inadempimento*) and the right to declare any amount under the relevant Loan Agreement immediately due and payable (*decadenza dal beneficio del termine*).

Outstanding Balance means, with reference to any given date and in relation to any Receivable, the aggregate of (i) the Outstanding Principal of such Receivable, (ii) any interest, fee, expense and other amount due but unpaid thereon, and (iii) any interest accrued but not yet due thereon, as at such date.

Outstanding Principal means, with reference to any given date and in relation to any Receivable, the aggregate of (i) all Principal Components falling due after that date pursuant to the relevant Loan Agreement, and (ii) all Principal Components due but unpaid as at that date.

Paying Agent means BNYM, Milan branch or any other entity, being an Eligible Institution, acting as paying agent from time to time under the Securitisation.

Payment Date means (i) prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, the 28 (twenty-eighth) calendar day of each month in each year (or, if such day is not a Business Day, the immediately following Business Day), provided that the first Payment Date will fall on 28 December 2021; or (ii) following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event, any such Business Day as determined by the Representative of the Noteholders on which payments are to be made under the Securitisation.

Payments Account means the Euro denominated account with IBAN IT56E0335101600001081629780, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Payments Report means the report named as such to be prepared and delivered by the Calculation Agent pursuant to the Agency and Accounts Agreement.

PCS means Prime Collateralised Securities (PCS) EU SAS.

Person means any individual, partnership with legal capacity, company, body corporate, corporation, trust (only insofar as such trust has legal capacity), joint venture (insofar as it has legal capacity), governmental or government body or agent or public body.

Portfolio means the portfolio of Receivables transferred by the Originator to the Issuer pursuant to the Transfer Agreement.

Portfolio Repurchase Option means the option, pursuant to article 1331 of the Italian civil code, granted by the Issuer to the Originator to repurchase the Portfolio following the occurrence of a Clean-up Call Event, a Tax or Illegality Event, a Regulatory Call Event pursuant to the terms and subject to the conditions set out in the Transfer Agreement.

Portfolio Repurchase Option Exercise Notice means any notice delivered by the Originator pursuant to the Transfer Agreement, whereby the Portfolio Repurchase Option is exercised.

Post-Acceleration Priority of Payments means the order of priority pursuant to which the Issuer Available Funds shall be applied, in accordance with Condition 3(b) (*Post-Acceleration Priority of Payments*), following the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or in case of redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption for Clean-up Call Event*).

Postal Payment Slip means the pre-completed payment slip through which a payment may be made at any postal office of Poste Italiane S.p.A..

PRA means the Prudential Regulation Authority.

Pre-Acceleration Priority of Payments means the order of priority pursuant to which the Issuer Available Funds shall be applied, in accordance with Condition 3(a) (*Pre-Acceleration Priority of Payments*), prior to the delivery of a Trigger Notice or the occurrence of an Issuer Insolvency Event or the redemption of the Notes in accordance with Condition 6(a) (*Final redemption*), Condition 6(d) (*Early redemption for Tax or Illegality Event*) or Condition 6(e) (*Early redemption Clean-up Call Event*).

PRIIPs Regulation means Regulation (EU) no. 1286/2014, as amended and/or supplemented from time to time.

Principal Amount Outstanding means, with reference to any given date and in relation to any Note, the principal amount thereof upon issue, less the aggregate amount of all repayments of principal that have been made in respect of that Note prior to such date.

Principal Component means, in relation to each Receivable, the principal component of each Instalment due pursuant to the relevant Loan Agreement (including fees, costs, expenses and insurance premia).

Priority of Payments means, as the case may be, the Pre-Acceleration Priority of Payments or the Post-Acceleration Priority of Payments.

Privacy Rules means, collectively, the regulation issued by the Italian Privacy Authority (*Autorità Garante per la Protezione dei Dati Personali*) on 18 January 2007, the Regulation (EU) no. 679 of 27 April 2016 and the subsequent implementing national measures.

Pro-Rata Redemption Period means the period starting from (and including) the Payment Date on which the Class A Notes Support Ratio is at least equal to 12 per cent. and ending on the earlier of (i) the Payment Date (included) on which the Rated Notes will be redeemed in full and/or cancelled, and (ii) the date (excluded) on which a Sequential Redemption Event occurs, *provided that*, for the avoidance of doubt, no start of the Pro-Rata Redemption Period shall occur if a Sequential Redemption Event has already occurred.

Prospectus means this prospectus relating to the issuance of the Notes.

Prospectus Regulation means Regulation (EU) 2017/1129, as amended and/or supplemented from time to time.

Provisional Portfolio means a provisional portfolio meeting the Eligibility Criteria as at 31 August 2021, which has features substantially equivalent to the Portfolio and which is in a reasonably final form.

Purchase Price means the purchase price for the Portfolio, being equal to the aggregate of (i) all the Individual Purchase Prices of the Receivables comprised in the Portfolio, and (ii) the Additional Purchase Price Component.

Quinservizi means Quinservizi S.p.A., a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Via Felice Casati, 1/A, 20124 Milan, Italy, fiscal code and enrolment with the companies' register of Milano - Monza Brianza - Lodi no. 00929350395, subject to the direction and coordination (*soggetta all'attività di direzione e coordinamento*) of Gruppo MutuiOnline S.p.A..

Quota Capital Account means the Euro denominated account with IBAN IT83A0326661620000014104251, opened in the name of the Issuer with Banca Finint.

Quotaholder means Stichting Egeo, a Dutch law foundation (*stichting*) incorporated under the laws of The Netherlands, having its registered office at Locatellikade 1, 1076AZ Amsterdam, The Netherlands, with

Italian fiscal code no. 91049040263 and enrolled with the Chamber of Commerce in Amsterdam under no. 81925743.

Quotaholder's Agreement means the quotaholder's agreement entered into on or about the Issue Date between the Quotaholder, the Issuer and the Representative of the Noteholders, as from time to time modified in accordance with the provisions thereof contained and including any agreement or other document expressed to be supplemental thereto.

Rate Determination Agent has the meaning ascribed to such term in Condition 5(d)(ii) (*Interest and Class J Variable Return - Fallback provisions*).

Rated Noteholders means, collectively, the Senior Noteholders and the Mezzanine Noteholders.

Rated Notes means, collectively, the Senior Notes and the Mezzanine Notes.

Rated Notes Subscription Agreement means the subscription agreement relating to the Rated Notes entered into on or about the Issue Date between the Issuer, the Representative of the Noteholders, the Arranger, the Lead Manager and the Originator, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Rating Agencies means, collectively, DBRS and Moody's.

Receivables means all rights and claims of the Issuer arising out of or in connection with the Loan Agreements, including without limitation:

(a) all rights and claims in respect of the repayment of the Outstanding Principal;

(b) all rights and claims in respect of the payment of the Interest Accrual;

(c) all rights and claims in respect of the payment of interest (including default interest) accruing on the Loans from the Valuation Date (excluded);

(d) all rights and claims in respect of payments of any amount deriving from damages suffered, costs, expenses (including collection costs and expenses), Taxes and ancillary amounts due pursuant to the Loan Agreements;

(e) all rights and claims in respect of any Collateral Security relating to the relevant Loan Agreement; and

(f) all rights and claims in respect of the Insurance Policies (including the right to receive the reimbursement of the insurance premia in case of early repayment of the relevant Loan),

together with all privileges and priority rights (*diritti di prelazione*) provided for by law relating to Receivables, as well as, to the maximum extent and within the limits permitted by law, the Other Rights.

Recoveries means all amounts received or recovered by the Issuer in respect of the Defaulted Receivables.

Reference Rate has the meaning ascribed to such term in Condition 5(c) (*Interest and Class J Variable Return - Rate of interest on the Notes*).

Regulation S has the meaning ascribed to such term in the Securities Act.

Regulatory Call Allocated Principal Amount means, with respect to any Regulatory Call Early Redemption Date:

(a) the Issuer Available Funds (including, for the avoidance of doubt, the amounts set out in item (l) of such definition) available to be applied in accordance with the Pre-Acceleration Priority of Payments on such date; minus

(b) all amounts of Issuer Available Funds to be applied pursuant to items (i) (*first*) to (xvii) (*seventeenth*) (inclusive) of the Pre-Acceleration Priority of Payments on such Regulatory Call Early Redemption Date.

Regulatory Call Early Redemption Date has the meaning given to such term in Condition 6(f) (*Early redemption for Regulatory Call Event*).

Regulatory Call Priority of Payments means the order of priority pursuant to which the Regulatory Call Allocated Principal Amount shall be applied, in accordance with Condition 6(f) (*Regulatory Call Priority of Payments*) on the Regulatory Call Early Redemption Date.

Regulatory Call Event means, in the determination of the Originator, the circumstance that there is:

(a) an enactment or implementation of, or supplement or amendment to, or change in, any applicable law, policy, rule, guideline or regulation of any relevant competent international, European or national body (including the ECB, the PRA or any other relevant competent international, European or national regulatory or supervisory authority) or the application or official interpretation of, or view expressed by any such competent body with respect to, any such law, regulation, rule, policy or guideline; or

(b) a notification by or other communication from an applicable regulatory or supervisory authority is received by the Originator with respect to the Securitisation,

which, in either case, occurs on or after the Issue Date and results in, or would in the reasonable opinion of the Originator result in, a material adverse change in the capital treatment of the Notes or the capital relief afforded by the Notes or materially increasing the cost or materially reducing the benefit of the Securitisation, in either case, for the Originator or its Affiliates, pursuant to applicable capital adequacy requirements or regulations (as compared with the capital treatment or relief reasonably anticipated by the Originator or its Affiliates on the Issue Date).

Regulatory Mezzanine Loan means a loan that, following the occurrence of a Regulatory Call Event, the Originator may elect in its absolute discretion to advance to the Issuer in accordance with the Intercreditor Agreement, for an amount equal to the Regulatory Mezzanine Loan Disbursement Amount, to be applied by the Issuer in order to redeem the Mezzanine Notes (in whole but not in part) in accordance with Condition 6(f) (*Early redemption for Regulatory Call Event*), which satisfies the Regulatory Mezzanine Loan Conditions.

Regulatory Mezzanine Loan Disbursement Amount means the amount calculated on the Calculation Date immediately preceding the Regulatory Call Early Redemption Date that is equal to:

(a) the aggregate of (A) the Outstanding Principal, as at the end of the immediately preceding Collection Period, of the Receivables comprised in the Portfolio other than the Defaulted Receivables and the Delinquent Receivables; and (B) Final Determined Amount, as at the end of the immediately preceding Collection Period, of the Defaulted Receivables and the Delinquent Receivables comprised in the Portfolio; minus

(b) the Principal Amount Outstanding of the Class A Notes (after making payments due under the Pre-Acceleration Priority of Payments on the Regulatory Call Early Redemption Date).

Regulatory Mezzanine Loan Conditions means the following conditions which shall apply to a Regulatory Mezzanine Loan:

(a) the Regulatory Mezzanine Loan shall be advanced on equivalent economic terms, and to achieve the same economic effect, as the Transaction Documents;

(b) the Regulatory Mezzanine Loan shall not have a material adverse effect on the Senior Notes; and

(c) the Regulatory Mezzanine Loan shall comply in all respects with the applicable requirements under the EU Securitisation Regulation and the CRR.

Relevant Amount means the relevant amount which the Issuer and/or the Representative of the Noteholders declares due to the Issuer in respect of the relevant Guaranteed Obligation pursuant to the terms of the Commingling and Set-Off Guarantee.

Reporting Entity means Fiditalia or any other eligible person acting as reporting entity pursuant to article 7(2) of the EU Securitisation Regulation from time to time under the Securitisation as notified by the Issuer to the investors in the Notes.

Replacement Date means, following the receipt by the Back-up Sub-Servicer of the Sub-Servicer Termination Notice, the date falling (i) within 30 (thirty) days, if the Hot Back-up Sub-Servicing Plan has already been implemented, and (ii) within 60 (sixty) days, if the Hot Back-up Sub-Servicing Plan has not been implemented yet.

Replacement Swap Premium means an amount received by the Issuer from a replacement Swap Counterparty upon entry by the Issuer into an agreement with such replacement Swap Counterparty to replace the outgoing Swap Counterparty, which shall be applied by the Issuer in accordance with the Agency and Accounts Agreement.

Representative of the Noteholders means Banca Finint or any other person acting as representative of the Noteholders from time to time under the Securitisation.

Retention Amount means (i) in respect of the Issue Date and each Payment Date (other than the last Payment Date), an amount equal to Euro 20,000; or (ii) on the last Payment Date, the amount to be determined by the Corporate Servicer as necessary to pay any known Expenses not yet paid and any Expenses falling due after such Payment Date.

Risk Retention U.S. Persons means "U.S. persons" as defined in the U.S. Risk Retention Rules.

Rules of the Organisation of the Noteholders or **Rules** means the rules of the Organisation of Noteholders attached as schedule 1 to the Conditions.

Securities Account means the account named as such that may be opened in the name of the Issuer with the Custodian, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Securities Act means the U.S. Securities Act of 1933, as amended and/or supplemented from time to time.

Securitisation means the securitisation of the Receivables made by the Issuer pursuant to the Securitisation Law through the issuance of the Notes.

Securitisation Assets means the Portfolio, the Collections, the Eligible Investments and any other rights arising in favour of the Issuer under the Transaction Documents and, more generally, in respect of the Securitisation.

Securitisation Law means Italian Law no. 130 of 30 April 1999, as amended and/or supplemented from time to time.

Securitisation Repository means the website of European DataWarehouse (being, as at the date of this Prospectus, www.eurodw.eu) or any other securitisation repository registered pursuant to article 10 of the EU Securitisation Regulation as notified by the Issuer to the investors in the Notes.

Senior Noteholders means Class A Noteholders.

Senior Notes means the Class A Notes.

SEPA Direct Debit means the payment method through bank direct debit.

Sequential Redemption Event has the meaning ascribed to such term in Condition 6(c) (*Mandatory redemption*).

Sequential Redemption Period means the period starting from (and including) the date on which a Sequential Redemption Event occurs and ending on (and including) the Payment Date on which the Notes will be redeemed in full and/or cancelled.

Servicing Agreement means the servicing agreement entered into on 26 October 2021 between the Issuer and the Master Servicer, as from time to time further modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Set-Off Guaranteed Obligation means, for so long as Fiditalia acts as Sub-Servicer under the Securitisation, its obligations to transfer the Collections into the Collection Account in accordance with the terms of the Sub-Servicing Agreement, to the extent such obligations are breached and the relevant breach is not remedied within 5 (five) Business Days following the occurrence thereof.

Set-Off Maximum Guaranteed Amount means, with reference to the first Payment Date, Euro 20,760,000 and thereafter the amount applicable to the relevant Payment Date as detailed in Schedule 3, Part 2 of the Commingling and Set-Off Guarantee.

Set-Off Loss means, with respect to any Loan in relation to which the relevant Debtor has exercised a right of set-off between any amounts due by the Debtor under the relevant Loan Agreement and any amounts due by the Originator to the relevant Debtor, the amount not paid by the relevant Debtor as a consequence of the exercise of such right.

S&P means any relevant entity of S&P Global Ratings' group.

Société Générale means Société Générale, a bank incorporated under the laws of the Republic of France as a public limited company (*société anonyme*), having its registered office at 29, Boulevard Haussmann, 75009 Paris, France, enrolment with the companies' register of Paris under no. 552120222.

Solvency II Amendment Regulation means the Commission Delegated Regulation (EU) no. 1221 of 1 June 2018 amending Delegated Regulation (EU) 2015/35 of 10 October 2014 as regards the calculation of regulatory capital requirements for securitisations and simple, transparent and standardised securitisations held by insurance and reinsurance undertakings.

Solvency II Regulation means Regulation (EU) no. 35/2015, as amended, supplemented and/or replaced from time to time.

Specified Event means, with respect to the rights of the Issuer under a Transaction Document, the combination of:

(a) the Issuer's failure to exercise or enforce any of the rights, entitlements or remedies, to exercise any authorities or powers, to give any direction or make any determination which may be available to the Issuer under such Transaction Document; and

(b) the expiry of 15 (fifteen) Business Days after the date on which the Representative of the Noteholders shall have given notice to the Issuer requiring the Issuer to exercise or enforce any such rights, entitlements or remedies, to exercise any such authorities or powers, to give any such direction or to make any such determination.

SR Investors Report means the report setting out certain information with respect to the Portfolio and the Notes (including the information referred to in point (e), items (i), (ii) and (iii), of the first sub-paragraph of article 7(1) of the EU Securitisation Regulation), to be prepared and delivered by the Calculation Agent in accordance with the Agency and Accounts Agreement.

Stichting Corporate Services Agreement means the stichting corporate services agreement entered into on or about the Issue Date between the Issuer, the Quotaholder and the Stichting Corporate Services Provider, as from time to time modified in accordance with the provisions therein contained and including any agreement or other document expressed to be supplemental thereto.

Stichting Corporate Services Provider means Wilmington Trust or any other entity acting as stichting corporate services provider from time to time under the Securitisation.

STS means simple, transparent and standardised within the meaning of article 18 of the EU Securitisation Regulation.

STS Assessments means, collectively, the STS Verification and the CRR Assessment.

STS Notification means the notification to be sent by the Originator on or prior to the Issue Date in respect of the Securitisation for the inclusion in the list published by ESMA referred to in article 27(5) of the EU Securitisation Regulation.

STS-securitisation means a simple, transparent and standardised securitisation established and structured in accordance with the requirements of the EU Securitisation Regulation.

STS Verification means the assessment of the compliance of the Notes with the requirements of articles 19 to 22 of the EU Securitisation Regulation carried out by PCS.

Subordinated Swap Amounts means any termination amount payable by the Issuer to the Swap Counterparty under the Swap Agreement as a result of either (i) an Event of Default (as defined in the Swap Agreement) where the Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement); or (ii) an Additional Termination Event (as defined in the Swap Agreement) which occurs as a result of the failure of the Swap Counterparty to comply with the requirements of a rating downgrade provision set out under the Swap Agreement.

Subscription Agreements means, collectively, the Rated Notes Subscription Agreement and the Junior Notes Subscription Agreement.

Sub-Servicer means Fiditalia or any other entity acting as sub-servicer from time to time under the Securitisation.

Sub-Servicer Termination Event means any of the events listed under clause 8.1(a) of the Sub-Servicing Agreement.

Sub-Servicer Termination Notice means any notice sent following the occurrence of a Sub-Servicer Termination Event pursuant to clause 8.1(b) of the Sub-Servicing Agreement.

Sub-Servicer's Report means the report named as such to be prepared and delivered by the Sub-Servicer pursuant to the Sub-Servicing Agreement.

Sub-Servicer's Report Date means the 18 (eighteenth) calendar day following each Collection End Date (or, if such day is not a Business Day, the immediately following Business Day), provided that the first Sub-Servicer's Report Date will fall on 20 December 2021.

Sub-Servicing Agreement means the sub-servicing agreement entered into on 26 October 2021 between the Issuer, the Master Servicer and the Sub-Servicer, as from time to time further modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Substitute Back-up Sub-Servicer means any substitute back-up sub-servicer appointed by the Issuer in accordance with the provisions of the Back-up Sub-Servicing Agreement.

Substitute Master Servicer means any substitute master servicer appointed by the Issuer in accordance with the provisions of the Servicing Agreement.

Substitute Sub-Servicer means any substitute sub-servicer appointed by the Master Servicer, with the prior consent of the Issuer, in accordance with the provisions of the Sub-Servicing Agreement.

Swap Agreement means the swap agreement entered into on or about the Issue Date between the Issuer and the Swap Counterparty in the form of an International Swaps and Derivatives Association 1992 Master Agreement (Multicurrency - Cross Border), together with the relevant Schedule, Credit Support Annex and confirmations thereunder, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Swap Cash Collateral Account means the Euro denominated account with IBAN IT11F0335101600001081639780, opened in the name of the Issuer with the Account Bank, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Swap Collateral means an amount equal to the value of the collateral (or the applicable part of any collateral) provided by the Swap Counterparty to the Issuer in respect of the Swap Counterparty's obligations to transfer collateral to the Issuer under the Swap Agreement, which, for the avoidance of doubt, shall include any amount of interest credited to the Swap Cash Collateral Account.

Swap Collateral Accounts means the Swap Cash Collateral Account and the Swap Securities Collateral Account (if any).

Swap Counterparty means DZ BANK or any other eligible entity acting as swap counterparty from time to time under the Securitisation.

Swap Counterparty Entrenched Rights means any of the following matters:

(a) any amendment to any Priority of Payments;

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

(c) any amendment to any Transaction Document if such amendment(s) would have the effect that the Swap Counterparty would be reasonably required to pay more or receive less than would otherwise have been the case immediately prior to such amendment or otherwise negatively impact the position of the Swap Counterparty; or

(d) any amendment to this definition.

Swap Securities Collateral Account means the account named as such that may be opened in the name of the Issuer with the Custodian, or any other substitute account designated as such pursuant to the Agency and Accounts Agreement.

Swap Tax Credit means any credit, allowance, set-off or repayment received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Swap Counterparty to the Issuer, the amounts of which shall be applied by the Issuer in accordance with the Agency and Accounts Agreement.

TAN means, in respect of a Loan, the annual nominal rate of that Loan.

Target Amortisation Amount means, in respect of any Payment Date, an amount calculated in accordance with the following formula:

A + B + C + D + J – CP – R

Where:

A = the Principal Amount Outstanding of the Class A Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class A Notes upon issue);

B = the Principal Amount Outstanding of the Class B Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class B Notes upon issue);

C = the Principal Amount Outstanding of the Class C Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class C Notes upon issue);

D = the Principal Amount Outstanding of the Class D Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class D Notes upon issue);

J = the Principal Amount Outstanding of the Class J Notes on the day following the immediately preceding Payment Date (or, in respect of the first Payment Date, the principal amount of the Class J Notes upon issue);

CP = the Collateral Portfolio Outstanding Principal on the last day of the immediately preceding Collection Period; and

R = the Cash Reserve Required Amount in respect of such Payment Date.

Tax means any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or any political sub-division thereof or any authority thereof or therein.

Tax or Illegality Event has the meaning ascribed to such term in Condition 6(d) (*Early redemption for Tax or Illegality Event*).

Technical Standards means:

(a) the regulatory and implementing technical standards issued by EBA or ESMA, as the case may be, pursuant to the EU Securitisation Regulation; or

(b) in relation to risk retention requirements, the transitional regulatory technical standards applicable pursuant to article 43 of the EU Securitisation Regulation prior to the entry into force of the relevant regulatory technical standards referred to in paragraph (a) above;

Termination Event means any of the events listed under clause 13.2(a) of the Agency and Accounts Agreement.

Transaction Documents means the Transfer Agreement, the Servicing Agreement, the Sub-Servicing Agreement, the Back-up Sub-Servicing Agreement, the Warranty and Indemnity Agreement, the Corporate Services Agreement, the Intercreditor Agreement, the Agency and Accounts Agreement, the Quotaholder's Agreement, the Stichting Corporate Services Agreement, the Subscription Agreements, the Swap Agreement, the Deed of Charge, the Commingling and Set-Off Guarantee and any other agreement, deed or documents which may be entered into by the Issuer under the Securitisation from time to time.

Transaction Party means any party to the Transaction Documents (other than the Issuer).

Transfer Agreement means the transfer agreement entered into on 26 October 2021 between the Originator and the Issuer, as from time to time modified in accordance with the provisions thereof and including any agreement or other document expressed to be supplemental thereto.

Transfer Date means, in relation to the Portfolio, the date from which the transfer thereof has legal effects, being 26 October 2021.

Trigger Event has the meaning ascribed to such term in Condition 9(a) (*Trigger Events*).

Trigger Notice means the notice described in Condition 9(b) (*Delivery of a Trigger Notice*).

Uncured PDL Ratio means, in relation to any Payment Date, the ratio between:

(a) the positive difference, if any, between (a) the Target Amortisation Amount, or, if lower, the aggregate Principal Amount Outstanding of the Notes (before making payments due on such Payment Date in accordance with the Pre-Acceleration Priority of Payments); and (b) the amount available after application of the Issuer Available Funds, on such Payment Date, to all items ranking in priority to the repayment of principal on the Class A Notes in accordance with the Pre-Acceleration Priority of Payments; and

(b) the aggregate Outstanding Principal, as at the Valuation Date, of the Receivables comprised in the Portfolio.

Unpaid Instalment means, with reference to each Loan, an Instalment which is due and unpaid.

UK means the United Kingdom.

UK Benchmark Regulation means Regulation (EU) no. 2016/1011 as it forms part of domestic law of the UK by virtue of the EUWA.

UK CRA Regulation means Regulation (EC) no. 1060/2009 on credit rating agencies, as it forms part of domestic law of the United Kingdom by virtue of the EUWA.

UK Prospectus Regulation means Regulation (EU) no. 2017/1129 as it forms part of domestic law by virtue of the EUWA.

UK Securitisation Regulation means Regulation (EU) no. 2402 of 12 December 2017 as it forms part of domestic law of the United Kingdom by virtue of the EUWA.

U.S. Risk Retention Rules means the final rules promulgated under Section 15G of the Securities Exchange Act of 1934, as amended.

Used Car means a car of which the relevant Borrower is not the first purchaser.

Used Cars Loans means the loans granted by the Originator to the relevant Borrowers for the purpose of purchasing Used Cars.

Usury Law means Italian Law no. 108 of 7 March 1996, as from time to time amended and/or supplemented, and the relevant implementing regulations.

Valuation Date means, in relation to the Portfolio, the date from which the transfer thereof has economic effects, being 30 September 2021 (excluded).

VAT means the Italian value added tax (*IVA*) provided for in Italian Presidential Decree no. 633 of 26 October 1972, as amended, supplemented and/or replaced from time to time, and any law or regulation supplemental thereto.

Vehicle means a New Vehicle or a Used Vehicle, as the case may be.

Volcker Rule means Section 619 of the Dodd-Frank Act.

Warranty and Indemnity Agreement means the warranty and indemnity agreement entered into on 26 October 2021 between the Originator and the Issuer and including any agreement or other document expressed to be supplemental thereto.

Wilmington Trust means Wilmington Trust SP Services (London) Limited, a private limited liability company incorporated under the laws of England and Wales, having its registered office at Third Floor, 1 King's Arms Yard, London EC2R 7AF, United Kingdom, enrolment with the Trade Register of the Chamber of Commerce of England and Wales under no. 02548079.

Wire Transfer means the payment method through banking wire transfer.

ISSUER

Red & Black Auto Italy S.r.l.
Via V. Alfieri, 2
31015 Conegliano (TV)
Italy

ORIGINATOR, SUB-SERVICER AND REPORTING ENTITY

Fiditalia S.p.A.
Via G. Silva, 34
20149 Milan
Italy

MASTER SERVICER, CORPORATE SERVICER, CALCULATION AGENT AND REPRESENTATIVE OF THE NOTEHOLDERS

Banca Finanziaria Internazionale S.p.A.
Via V. Alfieri, 1
31015 Conegliano (TV)
Italy

BACK-UP SUB-SERVICER

Quinservizi S.p.A.
Via Felice Casati, 1/A
20124 Milan
Italy

ACCOUNT BANK AND PAYING AGENT

The Bank of New York Mellon SA/NV, Milan branch
Via Mike Bongiorno, 13
20124 Milan
Italy

QUOTAHOLDER

Stichting Egeo
Locatellikade 1
1076AZ Amsterdam
The Netherlands

STICHTING CORPORATE SERVICES PROVIDER

Wilmington Trust SP Services (London) Limited
Third Floor, 1 King's Arms Yard
London EC2R 7AF
United Kingdom

SWAP COUNTERPARTY

DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main
Platz der Republik
60325 Frankfurt am Main
Federal Republic of Germany

COMMINGLING AND SET-OFF GUARANTOR, ARRANGER AND LEAD MANAGER

Société Générale
29, Boulevard Haussmann
75009 Paris
France

LEGAL ADVISER
to the Arranger and the Lead Manager

Allen & Overy - Studio Legale Associato
Via Ansperto, 5
20123 Milan
Italy

LEGAL ADVISER
to Fiditalia (in any capacity)

Legance - Avvocati Associati
Via Broletto, 20
20121 Milano
Italy