



**BANCA SELLA S.P.A.**

*(incorporated as a joint stock company under the laws of the Republic of Italy and registered at the Companies' Registry of Monte Rosa Laghi Alto Piemonte under registration number 02224410023)*

**Euro 3,000,000,000 Covered Bond (*Obbligazioni Bancarie Garantite*) Programme  
unconditionally and irrevocably guaranteed as to payments  
of interest and principal by**

**SELLA CB S.R.L.**

*(incorporated as a limited liability company in the Republic of Italy and registered at the Companies' Registry of Treviso-Belluno under registration number 05466720264)*

Except where specified otherwise, capitalised words and expressions in this Base Prospectus have the meaning given to them in the section entitled "*Glossary*".

Under this Euro 3,000,000,000 covered bond programme (the "**Programme**"), Banca Sella S.p.A. ("**Banca Sella**" or the "**Issuer**") may from time to time issue covered bonds (*obbligazioni bancarie garantite*) (the "**Covered Bonds**") in accordance with Title 1-*bis* of Italian law No. 130 of 30 April 1999, as amended from time to time (the "**Securitisation and Covered Bond Law**") which has implemented Directive (EU) 2019/2162 of 29 November 2019 establishing a common framework for covered bonds and the supervisory guidelines of the Bank of Italy set out in Part III, Chapter 3 of the "*Disposizioni di vigilanza per le banche*" (Circolare No. 285 of 17 December 2013) (as amended and supplemented from time to time, including on 30 March 2023, the "**Bank of Italy Regulations**"). The maximum aggregate nominal amount of all Covered Bonds from time to time outstanding under the Programme will not exceed Euro 3,000,000,000 (or its equivalent in other currencies calculated as described herein). Sella CB S.r.l. (the "**Guarantor**") has guaranteed payments of interest and principal under the Covered Bonds pursuant to a guarantee (the "**Covered Bond Guarantee**") which is collateralised by a pool of assets (the "**Cover Pool**") made up of a portfolio of mortgage loans assigned to the Guarantor by the Seller and certain other assets held by the Guarantor, including funds generated by the portfolio and such assets, pursuant to Title 1-*bis* of the Securitisation and Covered Bond Law and regulated by the Bank of Italy Regulations. Recourse against the Guarantor under the Covered Bond Guarantee is limited to the Cover Pool.

The Issuer and the Guarantor belong to the Sella group (the "**Group**" or the "**Sella Group**"); Banca Sella Holding S.p.A. ("**Banca Sella Holding**") is the parent company of the Group.

This Base Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), which is the competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") in the Grand Duchy of Luxembourg, as a base prospectus for the purpose of article 8 of the Prospectus Regulation. The CSSF only approves this Base 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 Guarantor or of the quality of the Covered Bonds that are subject to this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Covered Bonds. The CSSF gives no undertaking as to the economic and financial soundness of the transaction or the quality or solvency of the Issuer.

**This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its**

**date in relation to Covered Bonds which are to be admitted to trading on a regulated market in the European Economic Area (the “EEA”). The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid. The validity of this Base Prospectus ends upon expiration on 5 August 2025.**

Application has been made for Covered Bonds issued under the Programme during the period of 12 months from the date of this Base Prospectus to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, which is a regulated market for the purposes of Directive 2014/65/EU. The Programme also permits Covered Bonds to be issued on the basis that (i) they will be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer or (ii) they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system.

**An investment in Covered Bonds issued under the Programme involves certain risks. See the section entitled “Risk Factors” of this Base Prospectus for a discussion of certain risks and other factors to be considered in connection with an investment in the Covered Bonds.**

The Covered Bonds will be issued in dematerialised form and will be held on behalf of their ultimate owners by Euronext Securities Milan whose registered office is in Milan, at Piazza degli Affari, No. 6, Italy (“**Euronext Securities Milan**”) for the account of the relevant Euronext Securities Milan account holders. Euronext Securities Milan will also act as depository for Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, L-1855, Luxembourg (“**Clearstream**”). The Covered Bonds issued in dematerialised form will at all times be held in book entry form and title to the Covered Bonds will be evidenced by book-entries in accordance with the provisions of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented (the “**Financial Law Consolidated Act**”) and implementing regulations and with the joint regulation of the Commissione Nazionale per le Società e la Borsa (“**CONSOB**”) and the Bank of Italy dated 13 August 2018 and published in the Official Gazette No. 201 of 30 August 2018, as subsequently amended and supplemented. No physical document of title will be issued in respect of the Covered Bonds issued in dematerialised form. Each Series or Tranche may, on or after the relevant issue, be assigned a rating specified in the relevant Final Terms by any rating agency which may be appointed from time to time by the Issuer in relation to any issuance of Covered Bonds or for the remaining duration of the Programme, to the extent that any such rating agency at the relevant time provides ratings in respect of any Series of Covered Bonds. Where a Tranche or Series of Covered Bonds is to be rated, such rating will not necessarily be the same as the rating assigned to the Covered Bonds already issued. Whether or not a rating in relation to any Tranche or Series of Covered Bonds will be (1) treated as having been issued or endorsed by a credit rating agency established in the European Union and registered under Regulation (EC) No 1060/2009 on credit rating agencies (as amended from time to time, the “**CRA Regulation**”) or by a credit rating agency which is certified under the CRA Regulation and/or (2) issued or endorsed by a credit rating agency established in the United Kingdom (“**UK**”) and registered under Regulation (EC) No. 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”) or by a credit rating agency which is certified under the UK CRA Regulation will be disclosed in the relevant Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued or endorsed by a credit rating agency established in the European Union and registered under the CRA Regulation (and such registration has not been withdrawn or suspended) (or is endorsed and published or distributed by subscription by such a credit rating agency in accordance with the CRA Regulation) unless (1) the rating is provided by a credit rating agency not established in the European Union but endorsed by a credit rating agency established

in the European Union and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the European Union which is certified under the CRA Regulation. In general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued or endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (1) the rating is provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (2) the rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation. The European Securities and Markets Authority (the “ESMA”) is obliged to maintain on its website, <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>, a list of credit rating agencies registered and certified in accordance with the CRA Regulation). The Financial Conduct Authority (the “FCA”) is obliged to maintain on its website, <https://www.fca.org.uk/firms/credit-rating-agencies>, a list of credit rating agencies registered and certified in accordance with the UK CRA Regulation.

**A credit rating is not a recommendation to buy, sell or hold Covered Bonds and may be revised or withdrawn by any or all of the Rating Agencies and each rating shall be evaluated independently of any other.**

The Covered Bonds of each Series or Tranche will mature on the date mentioned in the applicable Final Terms (each a “Maturity Date”). Before the relevant Maturity Date, the Covered Bonds of each Series or Tranche will be subject to mandatory and/or optional redemption in whole or in part in certain circumstances (as set out in the Conditions (as defined below)).

**Prospective investors should have regard to the factors described under the section headed “Risk Factors” in this Base Prospectus.**

Amounts payable on Floating Rate Covered Bonds (where relevant) may be calculated by reference to the euro interbank offered rate (“EURIBOR”) as specified in the relevant Final Terms. As at the date of this Base Prospectus, the European Money Markets Institute, as administrator of EURIBOR, is included in ESMA’s register of administrators under Article 36 of the Regulation (EU) No. 2016/1011 (the “Benchmarks Regulation”).

The language of this Base 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.

*Arranger for the Programme*

**BANCA FINANZIARIA INTERNAZIONALE S.P.A.**

*Dealer for the Programme*

**MEDIOBANCA – BANCA DI CREDITO FINANZIARIO S.P.A.**

The date of this Base Prospectus is 5 August 2024.

## RESPONSIBILITY STATEMENTS

The Issuer accepts responsibility for the information contained in this Base Prospectus.

To the best knowledge of the Issuer, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect the importance of such information.

The Guarantor accepts responsibility for the information included in this Base Prospectus in the sections headed "*The Guarantor*" and any other information contained in this Base Prospectus relating to itself. To the best knowledge of the Guarantor, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect the importance of such information.

## NOTICE

This Base Prospectus is a base prospectus for the purposes of Article 8 of the Prospectus Regulation and for the purposes of giving information which, according to the particular nature of the Covered Bonds, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and of the Guarantor and of the rights attaching to the Covered Bonds.

This Base Prospectus should be read and understood in conjunction with any supplement thereto and with any document incorporated herein by reference (see section "*Information incorporated by reference*"). Full information on the Issuer and any Series of Covered Bonds is only available on the basis of the combination of the Base Prospectus and the relevant Final Terms.

Other than in relation to the documents which are incorporated by reference (see "*Information Incorporated by Reference*"), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the CSSF. The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) it can legally invest in Covered Bonds, (ii) Covered Bonds can be used as collateral for various types of borrowing and "repurchase" arrangements, and (iii) other restrictions apply to its purchase or pledge of any Covered Bonds. Financial institutions should consult their legal advisers or appropriate regulators to determine the appropriate treatment of Covered Bonds under any applicable risk-based capital or similar rules.

**Capitalised terms used in this Base Prospectus shall have the meaning ascribed to them in the "*Terms and Conditions of the Covered Bonds*" below, unless otherwise defined in the single section of this Base Prospectus in which they are used.**

The Issuer has confirmed to the Dealers (as defined herein) that this Base Prospectus contains all information with regard to the Issuer and the Covered Bonds which is material in the context of the Programme and the issue and offering of Covered Bonds thereunder; that the information contained herein is accurate in all material respects and is not misleading; that any opinions and intentions expressed by it herein are honestly held and based on reasonable assumptions; that there are no other facts with respect to the Issuer, the omission of which would make this Base Prospectus as a whole or any statement therein or opinions or intentions expressed therein misleading in any material respect; and that all reasonable enquiries have been made to verify the foregoing.

Third Party Information – Certain information and statistics presented in this Base Prospectus regarding markets and market share of the Issuer or the Group are either derived from, or are based on, internal data or publicly available data from external sources. In respect of information in this Base Prospectus that has been extracted

from a third party, the Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. Although the Issuer believes that the external sources used are reliable, the Issuer has not independently verified the information provided by such sources. No person has been authorised by the Issuer or the Guarantor to give any information which is not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer or such other information as in the public domain and, if given or made, such information must not be relied upon as having been authorised by the Issuer, the Dealers or any party to the Programme Documents (as defined in the Conditions).

This Base Prospectus is valid for twelve months following its date of approval and it and any supplement hereto as well as any Final Terms filed within these twelve months reflects the status as of their respective dates of issue. The offering, sale or delivery of any Covered Bonds may not be taken as an implication that the information contained in such documents is accurate and complete subsequent to their respective dates of issue or that there has been no adverse change in the financial condition of the Issuer or the Guarantor since such date or that any other information supplied in connection with the Programme is accurate at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Issuer has undertaken with the Dealers to supplement this Base Prospectus or publish a new Base Prospectus if and when the information herein should become materially inaccurate or incomplete and has further agreed with the Dealers to furnish a supplement to the Base Prospectus in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Base Prospectus which is capable of affecting the assessment of the Covered Bonds and which arises or is noted between the time when this Base Prospectus has been approved and the final closing of any Series or Tranche of Covered Bonds offered to the public or, as the case may be, when trading of any Series or Tranche of Covered Bonds on a regulated market begins, in respect of Covered Bonds issued on the basis of this Base Prospectus.

Neither the Arranger nor the Dealers nor any person mentioned in this Base Prospectus, with exception of the Issuer and the Guarantor, is responsible for the information contained in this Base Prospectus, any document incorporated herein by reference, or any supplement thereof, or any Final Terms or any document incorporated herein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents.

The Arranger and the Dealers have not verified the information contained in this Base Prospectus. None of the Dealers or the Arranger makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus. Neither this Base Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Guarantor, the Arranger or the Dealers that any recipient of this Base Prospectus or any other financial statements should purchase the Covered Bonds. Each potential purchaser of Covered Bonds should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Covered Bonds should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer, the Guarantor or the Group during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in Covered Bonds of any information coming to the attention of any of the Dealers or the Arranger.

The distribution of this Base Prospectus, any document incorporated herein by reference and any Final Terms

and the offering, sale and delivery of the Covered Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms come are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions.

For a description of certain restrictions on offers, sales and deliveries of Covered Bonds and on the distribution of the Base Prospectus or any Final Terms and other offering material relating to the Covered Bonds, see section “*Subscription and Sale*” of this Base Prospectus. In particular, the Covered Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended. Subject to certain exceptions, Covered Bonds may not be offered, sold or delivered within the United States of America or to U.S. persons.

Neither this Base Prospectus, any supplement thereto, nor any Final Terms (or any part thereof) constitutes an offer, nor may they be used for the purpose of an offer to sell any of the Covered Bonds, or a solicitation of an offer to buy any of the Covered Bonds, by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorised or is unlawful. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

The language of the Base Prospectus is English. Where a claim relating to the information contained in this Base Prospectus is brought before a court in a Member State, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

This Base Prospectus may only be used for the purpose for which it has been published.

This Base Prospectus and any Final Terms may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

In this Base Prospectus, references to “€” or “euro” or “Euro” are to the single currency introduced at the start of the Third Stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended; references to “U.S.\$” or “U.S. Dollar” are to the currency of the United States of America; references to “£” or “UK Sterling” are to the currency of the United Kingdom; reference to “Japanese Yen” is to the currency of Japan; reference to “Swiss Franc” or “CHF” are to the currency of the Swiss Confederation; references to “Italy” are to the Republic of Italy; references to laws and regulations are, unless otherwise specified, to the laws and regulations of Italy; and references to “billions” are to thousands of millions.

Certain monetary amounts and currency conversions included in this Base 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.

Each initial and subsequent purchaser of a Covered Bond will be deemed, by its acceptance of the purchase of such Covered Bond, to have made certain acknowledgements, representations and agreements intended to restrict the resale or other transfer thereof as set forth therein and described in this Base Prospectus and, in connection therewith, may be required to provide confirmation of its compliance with such resale or other transfer restrictions in certain cases.

With respect to the Programme, the Arranger is acting exclusively in favour of the Issuer and will not be responsible to any person other than the Issuer for providing the protection afforded to clients of the Arranger or for providing advice in relation to the issue of the Covered Bonds.

**In connection with the issue of any Series under the Programme, the Dealer or the Dealers (if any) which is specified in the relevant Final Terms as the stabilising manager (the “Stabilising Manager”) or any person acting for the Stabilising Manager may over-allot any such Series or effect transactions with a view to supporting the**

market price such Series at a level higher than that which might otherwise prevail for a limited period. However, there may be no obligation on the Stabilising Manager (or any agent of the Stabilising Manager) to do this and there is no assurance that the Stabilising Manager will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the Covered Bonds is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Series and 60 days after the date of the allotment of any such Series. Such stabilising shall be in compliance with all applicable laws, regulations and rules.

**PRIIPs / IMPORTANT – EEA RETAIL INVESTORS** – If the Final Terms in respect of any Covered Bonds includes a legend entitled “Prohibition of Sales to EEA Retail Investors”, the Covered Bonds 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 (“**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 of the European Parliament and of the Council on markets in financial instruments (as amended, “**MiFID II**”) or; (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the Insurance Distribution Directive), 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 Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the “**PRIIPs Regulation**”) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**PRIIPs / IMPORTANT – UK RETAIL INVESTORS** – If the Final Terms in respect of any Covered Bonds includes a legend entitled “Prohibition of Sales to UK Retail Investors”, the Covered Bonds 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 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (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 the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK has been prepared and therefore offering or selling the Covered Bonds 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** – The Final Terms in respect of any Covered Bonds will include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

**UK MiFIR product governance / target market** – The Final Terms in respect of any Covered Bonds will include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a “distributor”) should take into consideration the manufacturer’s target market assessment; however, a distributor subject to UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”), any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

Covered Bonds to be issued under the Programme as from the date of this Base Prospectus are intended to be eligible to the “European Covered Bond (Premium)” label to be published by the Bank of Italy. However, no representation is made or assurance given that any Covered Bonds issued under the Programme will be and will remain allowed to use the “European Covered Bond (Premium)” label until their maturity. Whether the Covered Bonds are intended to benefit or not from the “European Covered Bond (Premium)” label will be specified in the relevant Final Terms.



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## GENERAL DESCRIPTION OF THE PROGRAMME

### PARTIES

<b>Issuer</b>	<b>Banca Sella S.p.A.</b> , a <i>società per azioni</i> incorporated under the laws of the Republic of Italy, having its registered office at Piazza Gaudenzio Sella 1, 13900 Biella, share capital of Euro 334,228,084.00 fully paid up, fiscal code and enrolment with the companies register of Monte Rosa Laghi Alto Piemonte number 02224410023, VAT Group “Maurizio Sella S.A.A.” – VAT number 02675650028, registered under number 5626 with the register of banks, member of “ <i>Fondo Interbancario di Tutela dei Depositi</i> ” and of the “ <i>Fondo Nazionale di Garanzia</i> ”, part of the Sella Group (“ <b>Sella Group</b> ” or the “ <b>Group</b> ”) – under the management and coordination of Banca Sella Holding S.p.A. (“ <b>Banca Sella</b> ”)
<b>Issuer Legal Entity Identifier (“LEI”)</b>	549300I7OIUB41P86L19
<b>Guarantor</b>	<b>Sella CB S.r.l.</b> , a special purpose entity incorporated under the laws of Italy pursuant to Title 1– <i>bis</i> of the Securitisation and Covered Bond Law, having its registered office at Via Vittorio Alfieri 1, 31015 Conegliano (TV), Italy, fiscal code and enrolment with the companies register of Treviso–Belluno No. 05466720264 and part of the Sella Group, having as its sole purpose the ownership of the Cover Pool and the granting of the Covered Bond Guarantee
<b>Guarantor LEI</b>	8156000AB686AB664518
<b>Seller</b>	Banca Sella
<b>Arranger</b>	Banca Finanziaria Internazionale S.p.A., breviter “BANCA FININT S.P.A.”, a bank incorporated under the laws of Italy as a joint stock company ( <i>società per azioni</i> ), having its registered office in Via V. Alfieri,1, 31015 Conegliano (TV), Italy, share capital of Euro 91,743,007.00 fully paid up, tax code and enrolment in the Companies’ Register of Treviso–Belluno number 04040580963, VAT Group “Gruppo IVA FININT S.P.A.” – VAT number 04977190265, registered in the Register of the Banks under number 5580 pursuant to article 13 of the Italian Consolidated Banking Act and in the Register of the Banking groups as Parent Company of the Banca Finanziaria Internazionale Banking Group, member of the “ <i>Fondo Interbancario di Tutela dei Depositi</i> ” and of the “ <i>Fondo Nazionale di Garanzia</i> ” (“ <b>Banca Finint</b> ”)
<b>Dealer(s)</b>	Mediobanca – Banca di Credito Finanziario S.p.A. and any other dealer appointed from time to time in accordance with the Programme Agreement, which appointment may be for a specific Series of Covered Bonds issued or on an ongoing basis
<b>Guarantor Calculation Agent</b>	Banca Finint

<b>Test Calculation Agent</b>	Banca Sella
<b>Issuer Paying Agent</b>	Banca Sella
<b>Guarantor Paying Agent</b>	Banca Sella
<b>Servicer</b>	Banca Sella
<b>Guarantor Corporate Servicer</b>	Banca Finint
<b>Account Bank</b>	Banca Sella
<b>Back-up Servicer Facilitator</b>	Banca Finint will act as Back-up Servicer Facilitator
<b>Back-up Guarantor Paying Agent</b>	BNP Paribas, a company incorporated under the laws of France, licensed to conduct banking operations, having its registered office is at Boulevard des Italiens n. 16, 75009 Paris, registered with the Chamber of Commerce of Paris under number 662 042 449, with a fully paid-up share capital of Euro 2,261,621,342, which acts for the purposes hereof through the Securities Services Business Line of its Italian branch, whose offices are located in Piazza Lina Bo Bardi n. 3, Milan, enrolled in the register of the banks held by the Bank of Italy under no. 5482, Fiscal code and VAT code no. 04449690157, REA n. 731270 (“ <b>BNP</b> ”).
<b>Back-up Account Bank</b>	BNP
<b>Cash Manager</b>	Banca Sella
<b>Representative of the Covered Bondholders</b>	Banca Finint will act as Representative of the Covered Bondholders pursuant to the Intercreditor Agreement, the Programme Agreement, the Conditions, the Rules of the Organisation of the Covered Bondholders and the Mandate Agreement
<b>Asset Monitor</b>	BDO Italia S.p.A., <i>società per azioni</i> incorporated under the laws of the Republic of Italy, having its registered office at Viale Abruzzi 94, 20131, Milan, Italy, fiscal code and enrolment with the companies register of Milan No. 07722780967, and included in the Register of Certified Auditors held by the Ministry for Economy and Finance – Stage general accounting office, at no. 167911 will act as asset monitor (“ <b>BDO</b> ”)
<b>Quotaholders</b>	Banca Sella Holding S.p.A., a <i>società per azioni</i> incorporated under the laws of the Republic of Italy, having its registered office at Piazza Gaudenzio Sella 1, Biella, 13900 Biella, share capital of Euro 107,311,312.00 fully paid up, fiscal code and enrolment with the companies register of Monte Rosa Laghi Alto Piemonte number 01709430027, VAT Group “Maurizio Sella S.A.A.” – VAT number 02675650028, registered under number 5625 with the register of banks held by the Bank of Italy in accordance with article 13 of the Consolidated Banking Act, ABI Code 03311, holding of the Sella Group, (“ <b>Banca Sella Holding</b> ”) and Stichting Campana

<b>Stichting Corporate Servicer</b>	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 ("WT").
<b>Asset Swap Providers</b>	Any counterparty of the Guarantor under any Asset Swap Agreement (if any).
<b>Liability Swap Providers</b>	Any counterparty of the Guarantor under any Liability Swap Agreement (if any).
<b>Luxembourg Listing Agent</b>	BNP Paribas Luxembourg Branch, being part of a financial group providing client services with a worldwide network covering different time zones, may entrust parts of its operational processes to other BNP Paribas Group entities and/or third parties, whilst keeping ultimate accountability and responsibility in Luxembourg,
<b>Rating Agency</b>	Moody's

## THE PROGRAMME

<b>Programme description</b>	A covered bond issuance programme under which Covered Bonds ( <i>Obbligazioni Bancarie Garantite</i> ) will be issued by the Issuer to the Covered Bondholders.
<b>Programme size</b>	The aggregate nominal amount of the Covered Bonds at any time outstanding will not exceed Euro 3,000,000,000 (or its equivalent in other currencies to be calculated as described in the Programme Agreement). The Issuer may however increase the aggregate nominal amount of the Programme in accordance with the Programme Agreement.
<b>Programme Documents</b>	The Master Assets Purchase Agreement, the Servicing Agreement, the Warranty and Indemnity Agreement, the Subordinated Loan Agreement, the Corporate Services Agreement, the Cash Allocation, Management and Payments Agreement, the Programme Agreement, each Subscription Agreement, the Cover Pool Management Agreement, the Intercreditor Agreement, the Asset Monitor Agreement, the Covered Bond Guarantee, any Swap Agreement, any Deed of Charge, the Mandate Agreement, the Quotaholders' Agreement, the Stichting Corporate Services Agreement, the Terms and Conditions, the Deed of Pledge, the Master Definitions Agreement, each Final Terms and any other agreement which will be entered into from time to time in connection with the Programme.

## THE COVERED BONDS

<b>Form of Covered Bonds</b>	The Covered Bonds will be issued in bearer form and in dematerialised form. The Covered Bonds issued in dematerialised form are held on
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behalf of their ultimate owners, until redemption or cancellation thereof, by Euronext Securities Milan for the account of Euronext Securities Milan account holders. Euronext Securities Milan will act as depository for Euroclear and Clearstream. The Covered Bonds issued in dematerialised form will at all times be in book entry form and title to the Covered Bonds will be evidenced by, and title thereto will be transferable by means of, book entries, in accordance with the provisions of Article 83-*bis* of Italian Legislative Decree No. 58 of 24 February 1998 and with the Rules governing central depositories, settlement services, guarantee systems and related management companies (adopted by the Bank of Italy and the *Commissione Nazionale per le Società e la Borsa* (“**CONSOB**”) on 13 August 2018) as subsequently amended. No physical document of title will be issued in respect of the Covered Bond issued in dematerialised form.

**Denomination of Covered Bonds**

The Covered Bonds will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements and save that the minimum denomination of each Covered Bond admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the Economic Area in circumstances which require the publication of a base prospectus under the Prospectus Regulation will be Euro 100,000 (or where the relevant Tranche is denominated in a currency other than Euro, the equivalent amount in such other currency).

**Status of the Covered Bonds**

The Covered Bonds will constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer guaranteed by the Guarantor and will rank *pari passu* without preference among themselves and (save for any applicable statutory provisions) at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time outstanding. In the event of a compulsory winding-up (*liquidazione coatta amministrativa*) of the Issuer, any funds realised and payable to the Covered Bondholders will be collected by the Guarantor on their behalf.

**Rating**

Each Series or Tranche may, on or after the relevant issue, be assigned a rating as specified in the relevant Final Terms by Moody's Italia S.r.l. (“**Moody's**”) and any other rating agency which may be appointed from time to time by the Issuer in relation to any issuance of Covered Bonds or for the remaining duration of the Programme or may be unrated as specified in the relevant Final Terms.

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

**Specified Currency**

Subject to any applicable legal or regulatory or central bank restrictions, such currency or currencies as may be agreed from time to time by the

Issuer, the relevant Dealer(s), the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be and the Representative of the Covered Bondholders (as set out in the applicable Final Terms).

#### **Maturities**

The Covered Bonds of each Series will have such Maturity Date as may be agreed between the Issuer and the relevant Dealer(s) and indicated in the applicable Final Terms, subject to such minimum or maximum maturities as may be allowed or required from time to time by any relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.

#### **Redemption**

The applicable Final Terms relating to each Series of Covered Bonds will indicate either (a) that the Covered Bonds of such Series of Covered Bonds cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or if it becomes unlawful for any Covered Bond to remain outstanding or following an Issuer Event of Default or Guarantor Event of Default), (b) that such Covered Bonds will be redeemable at the option of the Issuer upon giving notice to the Covered Bondholders on a date or dates specified prior to the specified Maturity Date and at a price and on other terms as may be agreed between the Issuer and the Dealer(s) as set out in the applicable Final Terms as provided in Condition 7 (*Redemption and Purchase*), letter (d) (*Redemption at the option of the Issuer*) or (c) that such Covered Bonds will be redeemable at the option of the Covered Bondholders, as provided in Condition 7 (*Redemption and Purchase*), letter (f) (*Redemption at the option of Covered Bondholders*) and in the applicable Final Terms.

Covered Bonds may be redeemable in accordance with the provisions of Condition 7 (*Redemption and Purchase*) and the relevant Final Terms but in any case, the redemption amount shall be at least equal to par value. The applicable Final Terms may provide that the Covered Bonds may be redeemable in two or more instalments of such amounts and on such dates as indicated in the Final Terms.

#### **Extended Maturity Date**

The applicable Final Terms relating to each Series of Covered Bonds issued may indicate that the Guarantor's obligations under the Covered Bond Guarantee to pay Guaranteed Amounts equal to the Final Redemption Amount of the applicable Series of Covered Bonds on their Maturity Date may be deferred until the Extended Maturity Date. The deferral will occur automatically if the Issuer fails to pay the Final Redemption Amount on the Maturity Date for such Series of Covered Bonds and if the Guarantor does not pay the Guaranteed Amounts corresponding to the Final Redemption Amount in respect of the relevant Series of Covered Bonds (for example, because the Guarantor has insufficient funds) by the Extension Determination Date. Interest will continue to accrue and be payable on the unpaid amount up to the Extended Maturity Date. If the duration of the Covered Bond is

extended, the Extended Maturity Date shall be the date indicated in the Final Terms.

For further details, see Condition 7(b) (*Extension of maturity*).

#### **Extended Instalment Date**

If a Series of Covered Bonds is to be redeemed in instalments, the applicable Final Terms may indicate that the Guarantor's obligations under the Covered Bond Guarantee to pay a Covered Bond Instalment Amount and all subsequently payable Covered Bond Instalment Amounts may be deferred as defined in the relevant Final Terms until their relevant Extended Instalment Dates. The deferral will occur automatically if the Issuer fails to pay a Covered Bond Instalment Amount on its Covered Bond Instalment Date and if the Guarantor does not pay such Covered Bond Instalment Amount (for example, because the Guarantor has insufficient funds) by the Covered Bond Instalment Extension Determination Date. Interest will continue to accrue and be payable on the unpaid amount up to the relevant Extended Instalment Date, which shall be the date indicated in the Final Terms.

Each Covered Bond Instalment Amount may be deferred when falling due no more than once. At such time, each subsequent but not yet due Covered Bond Instalment Amount will also be deferred, so it is possible that a Covered Bond Instalment Amount may be deferred more than once but it may never be deferred to a date falling after the Maturity Date for the relevant Series.

For further details see Condition 7(j) (*Extension of principal instalments*).

#### **Statutory Tests, Asset Coverage Test, Liquidity Reserve Requirement and Amortisation Test**

The Programme provides that the assets of the Guarantor are subject to the Statutory Tests, the Asset Coverage Test, the Liquidity Reserve Requirement and the Amortisation Test. Accordingly, for so long as Covered Bonds remain outstanding, the Seller and the Issuer must always ensure that the following Tests are satisfied on each Test Calculation Date:

- (i) the Nominal Value Test;
- (ii) the Net Present Value Test;
- (iii) the Interest Coverage Test,  
(the "**Statutory Tests**");
- (iv) the Liquidity Reserve Requirement; and
- (v) the Asset Coverage Test or, following an Issuer Event of Default and service of an Issuer Default Notice on the Issuer and the Guarantor (but prior to service on the Guarantor of a Guarantor Default Notice), the Amortisation Test.

The Statutory Tests are intended to ensure that the Guarantor can meet its obligations under the Covered Bond Guarantee.

The Liquidity Reserve Requirement is intended to ensure that the amount of Eligible Assets which are in compliance with Article 7-*duodecies*, paragraph 2, of the Securitisation and Covered Bond Law, composing the Outstanding Principal Balance of the Eligible Cover Pool, including the Reserve Fund Amount (the "**Liquidity Reserve**") is in an amount equal to or greater than the maximum cumulative Net Liquidity Outflows expected in the next following 180 days.

Further to the Statutory Tests, the Liquidity Reserve Requirement and the Asset Coverage Test, the Amortisation Test is intended to ensure that if, following an Issuer Event of Default and service of an Issuer Default Notice on the Issuer and the Guarantor (but prior to service on the Guarantor of a Guarantor Default Notice), the assets of the Guarantor available to meet its obligations under the Covered Bond Guarantee fall to a level where Covered Bondholders may not be repaid, a Guarantor Event of Default will occur and all obligations owing under the Covered Bond Guarantee may be accelerated. Under the Cover Pool Management Agreement, the Guarantor must ensure that, on each Test Calculation Date following service of an Issuer Default Notice and on any date on which the Amortisation Test is to be performed (provided that, in case the Issuer Event of Default consists of an Article 74 Event, the Representative of the Covered Bondholders has not delivered an Article 74 Event Cure Notice), but prior to a Guarantor Event of Default and service of a Guarantor Default Notice, the Amortisation Test Aggregate Loan Amount will be in an amount at least equal to the Euro Equivalent of the Outstanding Principal Amount of the issued Covered Bonds as calculated on the relevant Test Calculation Date.

For further details on the above, see "*Credit Structure*" below.

#### **Asset Monitor**

Pursuant to an engagement letter the Issuer has appointed the Asset Monitor in order to perform, subject to receipt of the relevant information from the Issuer, specific monitoring activities concerning, inter alia, (i) the fulfilment of the eligibility criteria set out under Article 7-*novies* of the Securitisation and Covered Bond Law, the Bank of Italy Regulations and Article 129 of the CRR with respect to the Eligible Assets included in the Cover Pool; (ii) the compliance with the internal limits to the transfer of the Eligible Assets set out under Article 7-*novies* of the Securitisation and Covered Bond Law and the Bank of Italy Regulations; (iii) the calculation performed by the Test Calculation Agent in respect of the Statutory Tests, the Asset Coverage Test, the Amortisation Test and the Liquidity Reserve Requirement and the compliance with the limits set out under Articles 7-*undecies* and 7-*duodecies* of the Securitisation and Covered Bond Law, with respect to the Covered Bonds issued and the Eligible Assets included in the Portfolios as determined in the Statutory Tests, the Asset Coverage Test, the Liquidity Reserve Requirement and the Amortisation Test; (iv) the effectiveness and adequacy of the risk protection provided by any



Swap Agreement entered into in the context of the Programme; (v) the segregation of the Eligible Assets included in the Portfolio according to Article 7-*octies* of the Securitisation and Covered Bond Law; (vi) the correct application and notification of the extension of the maturity of the Covered Bonds issued as required by Article 7-*terdecies* of the Securitisation and Covered Bond Law; (vii) the completeness, truthfulness and the timely delivery of the information provided to investors pursuant to Article 7-*septiesdecies* of the Securitisation and Covered Bond Law and the Bank of Italy Regulations. Furthermore, under the terms of the Asset Monitor Agreement entered into by the Issuer, the Test Calculation Agent, the Asset Monitor, the Guarantor and the Representative of the Covered Bondholders, the Asset Monitor has agreed with the Issuer and, upon delivery of an Issuer Default Notice, with the Guarantor, to verify, subject to due receipt of the information to be provided by the Test Calculation Agent to the Asset Monitor, the arithmetic accuracy of the calculations performed by the Test Calculation Agent under the Statutory Tests, the Asset Coverage Test, the Amortisation Test and the Liquidity Reserve Requirement carried out pursuant to the Cover Pool Management Agreement, with a view to confirming whether such calculations are accurate.

**Issue Price**

Covered Bonds may be issued at par or at a premium or discount to par on a fully-paid basis, as specified in the relevant Final Terms.

**Interest**

Interest (if any) will be calculated on the Outstanding Principal Amount of the relevant Covered Bonds and may accrue at a fixed rate or a floating rate or other variable rate and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series. Covered Bonds may also have a maximum rate of interest, a minimum rate of interest or both (as indicated in the applicable Final Terms). Interest on Covered Bonds in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer(s), will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, in each case as may be agreed between the Issuer and the relevant Dealer(s).

**Fixed Rate Covered Bonds**

Fixed Rate Covered Bonds will bear interest at a fixed rate, which will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) and on redemption and will be calculated on the basis of such day count fraction as may be agreed between the Issuer and the relevant Dealer(s) (as set out in the applicable Final Terms).

**Floating Rate Covered Bonds**

Floating Rate Covered Bonds will bear interest at a rate determined:

- (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions;

or

- (b) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or
- (c) on such other basis as may be agreed between the Issuer and the relevant Dealer(s),

in each case, as set out in the applicable Final Terms.

The Margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer(s) for each issue of Floating Rate Covered Bonds, as set out in the applicable Final Terms.

#### **Taxation**

All payments in relation to Covered Bonds will be made without tax deduction or withholding except where required by law. If any tax deduction or withholding is made, the Issuer shall be required to pay additional amounts in respect of the amounts so deducted or withheld, subject to a number of exceptions set out in Condition 9 (*Taxation*) including deductions on account of Italian substitute tax pursuant to Decree No. 239.

Under the Covered Bond Guarantee, the Guarantor will not be liable to pay any such additional amounts.

For further detail, see Condition 9 (*Taxation*).

#### **Issuer cross default**

Each Series of Covered Bonds will cross-accelerate as against each other but will not otherwise contain a cross default provision. Accordingly, neither an event of default in respect of any other indebtedness of the Issuer (including other debt securities of the Issuer) nor acceleration of such indebtedness will of itself give rise to an Issuer Event of Default. In addition, an Issuer Event of Default will not automatically give rise to a Guarantor Event of Default, *provided however that*, where a Guarantor Event of Default occurs and the Representative of the Covered Bondholders serves a Guarantor Default Notice upon the Guarantor, such Guarantor Default Notice will accelerate each Series of outstanding Covered Bonds issued under the Programme.

For further detail, see Condition 10(a) (*Issuer Events of Default*).

#### **Listing and admission to trading**

Application has been made for Covered Bonds issued and to be issued under the Programme during the period of 12 months from the date of this Base Prospectus to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange.

#### **Governing Law**

The Covered Bonds and any non-contractual obligations arising out of, or in connection, thereof will be governed by Italian law or by any other law as set out in the relevant Final Terms. The Programme Documents and any non-contractual obligations arising out of, or in connection, thereof will be governed by Italian law, except for the Swap Agreements

(if any) and Deed of Charge (if any), which will be governed by English law.

## THE GUARANTOR AND THE COVERED BOND GUARANTEE

### Covered Bond Guarantee

Payments of Guaranteed Amounts in respect of the Covered Bonds when due for payment will be unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor to make payments in respect of such Guaranteed Amounts when due for payment are subject to the conditions that (i) an Issuer Event of Default has occurred or (ii) a Resolution Event has occurred unless the Issuer has fulfilled its payment obligations under the Covered Bonds by the relevant payment date, and, in both cases, an Issuer Default Notice has been served on the Issuer, the Guarantor and the Asset Monitor with copy to the Rating Agency, or, if earlier, a Guarantor Event of Default has occurred and a Guarantor Default Notice has been served on the Guarantor.

The obligations of the Guarantor will accelerate once the Guarantor Default Notice mentioned above has been delivered to the Guarantor. The obligations of the Guarantor under the Covered Bond Guarantee constitute direct, unconditional and unsubordinated obligations of the Guarantor collateralised by the Cover Pool and recourse against the Guarantor is limited to such assets.

For further detail, see "*Overview of the Programme Documents - Covered Bond Guarantee*".

### Suspension of Payments

If a resolution pursuant to Article 74 of the Consolidated Banking Act is passed in respect of the Issuer (the "**Article 74 Event**"), the Guarantor, in accordance with Article 7-*quaterdecies* of the Securitisation and Covered Bond Law, shall be responsible for the payments of the Guaranteed Amounts due and payable within the entire period in which the suspension continues (the "**Suspension Period**").

Following an Article 74 Event:

- (i) the Representative of the Covered Bondholders will serve an Issuer Default Notice on the Issuer and the Guarantor, specifying that an Article 74 Event has occurred and that such event may be temporary; and
- (ii) in accordance with Article 7-*quaterdecies* of the Securitisation and Covered Bond Law, the Guarantor shall be responsible for payment of the amounts due and payable under the Covered Bonds during the Suspension Period at their relevant due dates, provided that it shall be entitled to claim any such amounts from the Issuer.

The Suspension Period shall end upon delivery by the Representative of the Covered Bondholders of a notice to the Issuer, the Guarantor and

the Asset Monitor (the "**Article 74 Event Cure Notice**"), informing such parties that the Article 74 Event has been revoked.

Upon the termination of the Suspension Period the Issuer shall again be responsible for meeting the payment obligations under the Covered Bonds.

#### **Issuer Events of Default**

If any of the following events (each, an "**Issuer Event of Default**") occurs and is continuing:

- (i) *Non-payment*: the Issuer fails to pay any amount of interest and/or principal due and payable on any Series of Covered Bonds at their relevant Interest Payment Date and such breach is not remedied within the next 15 Business Days, in case of amounts of interest, or 20 Business Days, in case of amounts of principal, as the case may be; or
- (ii) *Breach of other obligation*: a material breach by the Issuer of any obligation under or in respect of the Covered Bonds (of any Series or Tranche outstanding) or any of the Programme Documents to which it is a party occurs which is not remedied within 30 days after the Representative of the Covered Bondholders has given written notice thereof to the Issuer; or
- (iii) *Cross-default*: any of the events described in paragraphs (i) to (ii) above occurs in respect of any other Series of Covered Bonds; or
- (iv) *Insolvency*: an Insolvency Event occurs with respect to the Issuer; or
- (v) *Article 74 resolution*: a resolution pursuant to article 74 of the Consolidated Banking Act is issued in respect of the Issuer; or
- (vi) *Cessation of business*: the Issuer ceases to carry on its primary business; or
- (vii) *Breach of the Statutory Tests and/or the Asset Coverage Test*: any of the Statutory Tests and/or the Asset Coverage Test are breached and are not remedied within the Test Grace Period,

then the Representative of the Covered Bondholders shall serve an Issuer Default Notice on the Issuer and the Guarantor demanding payment under the Covered Bond Guarantee, and specifying, in case of the Issuer Event of Default referred to under item (v) (*Article 74 resolution*) above, that the Issuer Event of Default may be temporary.

Upon service of an Issuer Default Notice on the Issuer and the Guarantor:

- (i) *No further Series of Covered Bonds*: the Issuer may not issue any further Series of Covered Bonds;

- (ii) *Covered Bond Guarantee:*
- (a) interest and principal falling due on the Covered Bonds will be payable by the Guarantor at the time and in the manner provided under the Conditions, subject to and in accordance with the terms of the Covered Bond Guarantee and the Priority of Payments;
  - (b) the Guarantor (or the Representative of the Covered Bondholders pursuant to the Intercreditor Agreement) shall be entitled to request from the Issuer an amount up to the Guaranteed Amounts and any sum so received or recovered from the Issuer will be used to make payments in accordance with the Covered Bond Guarantee;
  - (c) if (i) the right of the Guarantor under letter (b) above is in any way challenged or revoked and (ii) a Programme Resolution of the Covered Bondholders has been passed to this effect, the Covered Bonds will become immediately due and payable by the Issuer, at their Early Termination Amount together with accrued interest thereon and the Guarantor will no longer be entitled to request from the Issuer the amount set out under letter (b) above;
- (iii) *Disposal of Assets:* the Guarantor shall sell the Eligible Assets included in the Cover Pool in accordance with the provisions of the Cover Pool Management Agreement,

*provided that*, in case of the Issuer Event of Default referred to under item (v) (*Article 74 resolution*) above, the effects listed in items (i) (*No further Series of Covered Bonds*), (ii) (*Covered Bond Guarantee*) and (iii) (*Disposal of Assets*) above will only apply for as long as the Suspension Period will be in force and effect. Accordingly (A) the Guarantor, in accordance with the Securitisation and Covered Bond Law, shall be responsible for the payments of the amounts due and payable under the Covered Bonds during the Suspension Period and (B) at the end of the Suspension Period, the Issuer shall be again responsible for meeting the payment obligations under the Covered Bonds.

For further details, see Condition 10(a) (*Issuer Events of Default*).

#### **Guarantor Events of Default**

If any of the following events (each, a "**Guarantor Event of Default**") occurs and is continuing:

- (i) *Non-payment:* following delivery of an Issuer Default Notice, the Guarantor fails to pay any interest and/or principal due and payable under the Covered Bond Guarantee and such breach is not remedied within the next following 15 Business Days, in case of amounts of interests, or 20 Business Days, in case of amounts of principal, as the case may be; or

- (ii) *Insolvency*: an Insolvency Event occurs with respect to the Guarantor; or
- (iii) *Breach of other obligation*: a breach of any obligation under the Programme Documents by the Guarantor occurs (other than payment obligations referred to in letter (i) above) which is not remedied within 30 days after the Representative of the Covered Bondholders has given written notice thereof to the Guarantor; or
- (iv) *Breach of Amortisation Test*: following the service of an Issuer Default Notice (provided that, in case the Issuer Event of Default consists of an Article 74 Event, the Representative of the Covered Bondholders has not delivered an Article 74 event Cure Notice), the Amortisation Test is breached and is not remedied within the Test Grace Period; or
- (v) *Invalidity of the Covered Bond Guarantee*: the Covered Bond Guarantee is not in full force and effect or it is claimed by the Guarantor not to be in full force and effect,

then the Representative of the Covered Bondholders shall or, in the case of the Guarantor Event of Default under letter (iii) (*Breach of other obligation*) above shall, if so directed by a Programme Resolution, serve a Guarantor Default Notice on the Guarantor.

Upon service of a Guarantor Default Notice upon the Guarantor:

- (i) *Acceleration of Covered Bonds*: the Covered Bonds shall become immediately due and payable at their Early Termination Amount together, if appropriate, with any accrued interest;
- (ii) *Covered Bond Guarantee*: subject to and in accordance with the terms of the Covered Bond Guarantee, the Representative of the Covered Bondholders, on behalf of the Covered Bondholders, shall have a claim against the Guarantor for an amount equal to the Early Termination Amount, together with accrued interest and any other amount due under the Covered Bonds (other than additional amounts payable under Condition 9(a) (*Gross up by the Issuer*)) in accordance with the Priority of Payments;
- (iii) *Disposal of assets*: the Guarantor shall immediately sell all assets included in the Cover Pool in accordance with the provisions of the Cover Pool Management Agreement; and
- (iv) *Enforcement*: the Representative of the Covered Bondholders may, at its discretion and without further notice subject to having been indemnified and/or secured to its satisfaction, take such steps and/or institute such proceedings against the Issuer or the Guarantor (as the case may be) as it may think fit to enforce such payments, but it shall not be bound to take any

such proceedings or steps unless requested or authorised by a Programme Resolution of the Covered Bondholders.

#### **Guarantor Available Funds**

Prior to service of an Issuer Default Notice on the Issuer and the Guarantor under the Covered Bond Guarantee the Guarantor will:

- apply Interest Available Funds to pay interest due on the Subordinated Loan, but only after payment of certain items ranking higher in the Pre-Issuer Event of Default Interest Priority of Payments (including, but not limited to, the Reserve Fund Amount to be credited to the Reserve Fund Account). For further details of the Pre-Issuer Event of Default Interest Priority of Payments, see "*Cashflows*" below; and
- apply Principal Available Funds towards (subject to compliance with the Tests) repaying the Subordinated Loan but only after payment of certain items ranking higher in the relevant Pre-Issuer Event of Default Principal Priority of Payments. For further details of the Pre-Issuer Event of Default Principal Priority of Payments, see "*Cashflows*" below.

Following service on the Issuer and the Guarantor of an Issuer Default Notice (but prior to a Guarantor Event of Default and service of a Guarantor Default Notice on the Guarantor) the Guarantor will use all monies to pay Guaranteed Amounts in respect of the Covered Bonds and payments to the Other Issuer Creditors when due for payment subject to paying certain higher ranking obligations of the Guarantor in the Guarantee Priority of Payments. In such circumstances, the Seller will only be entitled to receive payment from the Guarantor of interest and repayment of principal under the Subordinated Loan after all amounts due under the Covered Bond Guarantee in respect of the Covered Bonds and the Other Issuer Creditor have been paid in full (or sufficient funds have been set aside for such purpose).

Following the occurrence of a Guarantor Event of Default and service of a Guarantor Default Notice on the Guarantor, the Covered Bonds will become immediately due and repayable and Covered Bondholders will then have a claim against the Guarantor under the Covered Bond Guarantee for an amount equal to the Early Termination Amount in respect of each Covered Bond, together with accrued interest and any other amounts due under the Covered Bonds, and Guarantor Available Funds will be distributed according to the Post-Enforcement Priority of Payments, as to which see "*Cashflows*" below.

#### **Cover Pool**

The Covered Bond Guarantee will be collateralised by the Cover Pool constituted by (i) the Portfolio comprised of Residential Mortgage Loans and related collateral assigned to the Guarantor by the Seller in accordance with the terms of the Master Assets Purchase Agreement and (ii) any other Eligible Assets held by the Guarantor with respect to

the Covered Bonds and the proceeds thereof which will, *inter alia*, comprise the funds generated by the Portfolio, the other Eligible Assets including, without limitation, funds generated by the sale of assets from the Cover Pool and funds paid in the context of a liquidation of the Issuer.

For further detail, see "*Description of the Cover Pool*".

**Limited recourse**

The obligations owed by the Guarantor to the Covered Bondholders and, in general, to the Seller, the Other Issuer Creditors and the Other Creditors are limited recourse obligations of the Guarantor, which will be paid in accordance with the applicable Priority of Payments. The Covered Bondholders, the Seller, the Other Issuer Creditors and the Other Creditors will have a claim against the Guarantor only to the extent of the Guarantor Available Funds, including any amount realised with respect to the Cover Pool, in each case subject to and as provided in the Covered Bond Guarantee and the other Programme Documents.

**Subordinated Loan**

The Seller has granted, or shall grant, to the Guarantor a Subordinated Loan with a maximum amount equal to the Total Commitment for the purpose of funding the purchase from the Seller of the Eligible Assets included in the initial Cover Pool. Subsequently, the Seller will grant further Subordinated Loan to the Guarantor for the purposes of (i) funding the purchase from the Seller of Eligible Assets in order to remedy a breach of the Tests or to support further issues of Covered Bonds or (ii) crediting on the Reserve Fund Account an amount, or establishing a cash reserve, sufficient to remedy a breach of the Liquidity Reserve Requirement. The Guarantor will pay interest in respect of the Subordinated Loan but will have no liability to gross up for withholding. Payments from the Guarantor to the Seller under the Subordinated Loan Agreement will be limited recourse and subordinated and paid in accordance with the Priorities of Payments to the extent the Guarantor has sufficient Guarantor Available Funds.

For further detail, see "*Overview of the Programme Documents – Subordinated Loan Agreement*".

**Excess Receivables and support for further issues**

To support the issue of further Series of Covered Bonds, (i) Excess Receivables may be retained in the Portfolio or (ii) Eligible Assets may be acquired from the Seller with the proceeds of new or amended Subordinated Loan Agreement entered into by the same Seller in order to ensure that the Cover Pool both before and after the issue of the new Series of Covered Bonds complies with the Tests. The Receivables which have been assigned to the Guarantor may also be repurchased by the Seller in accordance with and subject to the conditions provided in the Master Assets Purchase Agreement and the Cover Pool Management Agreement.

**Segregation of Guarantor's rights**

The Covered Bonds benefit from the provisions of Article 7-*octies* of



**and collateral**

the Securitisation and Covered Bond Law, pursuant to which the Cover Pool is segregated by operation of law from the Guarantor's other assets.

In accordance with Article 7-*octies* of the Securitisation and Covered Bond Law, prior to and following a winding up of the Guarantor and an Issuer Event of Default or Guarantor Event of Default causing the Covered Bond Guarantee to be called, proceeds of the Cover Pool paid to the Guarantor will be exclusively available for the purpose of satisfying the obligations owed to the Covered Bondholders, to the Swap Providers under the Swap Agreements entered into in the context of the Programme, the Other Issuer Creditors and to the Other Creditors in satisfaction of the transaction costs.

The Cover Pool may not be seized or attached in any form by creditors of the Guarantor other than the entities referred to above, until full discharge by the Guarantor of its payment obligations under the Covered Bond Guarantee or cancellation thereof.

**Cross-collateralisation**

All Eligible Assets transferred from the Seller to the Guarantor from time to time or otherwise acquired by the Guarantor and the proceeds thereof form the collateral supporting the Covered Bond Guarantee in respect of all Series of Covered Bonds.

**Claim under Covered Bonds**

The Representative of the Covered Bondholders, for and on behalf of the Covered Bondholders, may submit a claim to the Guarantor and make a demand under the Covered Bond Guarantee in case of an Issuer Event of Default or Guarantor Event of Default.

**Guarantor cross-default**

Where a Guarantor Event of Default occurs, the Representative of the Covered Bondholders will serve on the Guarantor a Guarantor Default Notice, thereby accelerating the Covered Bond Guarantee in respect of each Series of outstanding Covered Bonds issued under the Programme. However, an Issuer Event of Default will not automatically give rise to a Guarantor Event of Default.

For further detail, see Condition 10(d) (*Guarantor Events of Default*).

**Disposal of assets included in the Cover Pool**

After the service of an Issuer Default Notice on the Issuer and the Guarantor, but prior to the service of a Guarantor Default Notice, the Guarantor (also through the Servicer, pursuant to the Servicing Agreement) will be obliged to sell, refinance or otherwise liquidate Eligible Assets included in the Cover Pool in accordance with the Cover Pool Management Agreement, subject to pre-emption rights of the Seller in respect of the Eligible Assets pursuant to Master Assets Purchase Agreement. The proceeds from any such sale will be applied as set out in the applicable Priority of Payments.

For further detail, see Condition 10(d) (*Guarantor Events of Default*).

**SALE AND DISTRIBUTION**

**Distribution**

Covered Bonds may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis, subject to the restrictions to be set forth in the Programme Agreement.

**Certain restrictions**

Each Series of Covered Bonds issued will be denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply and will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time. There are restrictions on the offer, sale and transfer of Covered Bonds in the United States, the European Economic Area (including the United Kingdom and the Republic of Italy) and Japan. Other restrictions may apply in connection with the offering and sale of a particular Series of Covered Bonds. For further details see "*Subscription and Sale*" below.

## RISK FACTORS

*This section describes the principal risk factors associated with an investment in the Covered Bonds and includes disclosure of all material risks in respect of the Covered Bonds. Prospective purchasers of Covered Bonds should consider carefully all the information contained in this document, including the considerations set out below, before making any investment decision. All of these factors are contingencies which may or may not occur and neither the Issuer nor the Guarantor are in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which the Issuer and the Guarantor believe may be material for the purpose of assessing the market risks associated with Covered Bonds issued under the Programme are also described below. Each of the Issuer and the Guarantor believes that the factors described below represent the principal risks inherent in investing in the Covered Bonds issued under the Programme, but the inability of the Issuer or the Guarantor to pay interest, principal or other amounts on or in connection with any Covered Bonds may occur for other reasons which may not be considered significant risks by the Issuer and the Guarantor based on the information currently available to them or which they may not currently be able to anticipate. Neither the Issuer nor the Guarantor represents that the statements below regarding the risks of holding any Covered Bonds are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any document incorporated by reference) and reach their own views prior to making any investment decision.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in the Covered Bonds issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Covered Bonds may occur for other reasons which may not be considered significant risks by the Issuer based on the information currently available to it or which it may not currently be able to anticipate.*

### **1. FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE COVERED BOND**

*The risks below have been classified into the following categories:*

*Risks relating to the Issuer's and the Sella Group's financial position, business activity and industry*

*Risks related to the internal control of the Issuer and the Group*

*Risks related to the political, environmental, social and governance environment of the Issuer and the Sella Group*

#### **Risks relating to the Issuer's and the Sella Group's financial position, business activity and industry**

##### ***Risks related to a potential European sovereign debt crisis***

In the past years, following the Greek sovereign debt crisis, the Euro Area experienced an extended period of tension on peripheral sovereign debt spreads, that widened significantly versus core EU Countries. The ECB stepped in with unconventional monetary policy measures, providing unprecedented stimulus to prevent fragmentation in the EU and to preserve the stability and status quo of the Economic and Monetary Union (EMU). As a consequence market conditions improved significantly, both for sovereign spreads and corporate and financial spreads tensions. With the raise in inflation observed in 2022, the ECB began to remove its monetary stimulus, raising key rates (starting from July 2022) and gradually reducing EU Excess Liquidity. Sovereign peripheral spreads proved to be resilient even in this context, helped also by a renewed demand by retail domestic investors, attracted by higher yields. In this scenario, the re-emergence of a sovereign debt crisis appears not to be so imminent or probable, even though it cannot be excluded. Indeed, a widening in sovereign spreads would very likely imply a worsening in market conditions to access financing for the Issuer and for Sella Group and more in general for all Italian banks.

Moreover, the earning capacity and stability of the Issuer and the Sella Group are affected by the general state of the economy, the dynamics of financial markets and the strength and growth prospects of the economy in Italy (and the creditworthiness of its sovereign debt), as well as that of the Eurozone as a whole. In addition, although very unlikely considering the actual market conditions, the risk remains that a default of one or more countries in the Eurozone, the extent and precise nature of which is impossible to predict, could lead to the expulsion or voluntary withdrawal of one or more countries from the Eurozone or a disorderly break-up of the Eurozone, either of which could significantly disrupt financial markets and possibly trigger another global recession.

Indeed, the performance of the Issuer and the Sella Group is influenced by the general economic situation, both nationally and in the Euro area as a whole, and by the dynamics of the financial markets and, in particular, by the solidity and growth prospects of the economy in the above geographical areas in which the Issuer and the Sella Group operate. In particular, the profitability and solvency of the Issuer and of the Sella Group are influenced by the performance of factors such as investor expectations and confidence, the level and volatility of short and long-term interest rates, exchange rates, the liquidity of financial markets, the availability and cost of capital, the sustainability of sovereign debt, household income and consumer spending, unemployment levels, inflation and house prices.

Adverse changes in these factors, particularly in periods of economic and financial crisis, could lead to the Issuer and the Sella Group suffering losses, increases in funding costs and reductions in the value of assets held, with a potential negative impact on the Issuer and the Sella Group.

#### ***Interest rate, market, and liquidity risk***

The Issuer's business – and that of the Sella Group – is subject to risks concerning interest rate, market risks and liquidity, which are inherent in its banking operations, and could affect the Issuer's ability to meet payment commitments or cause an incapacity to finance assets with the necessary punctuality on a cost/effective basis. The interest rate risk consists of the possibility of incurring losses due to reductions in the value of assets and/or increases in the value of liabilities caused by adverse changes in interest rates on positions not included in the trading portfolio.

In recent years, global financial systems have been subject to considerable turmoil and uncertainty and, as at the date of this Base Prospectus, the short and medium term outlook for the global economy remains uncertain. Although the recent increase in interest rates contributed significantly boosting banks' profitability, having a relevant positive effect on net interest rate income, volatility in interest rates could contribute to uncertainty, weighing negatively on the global financial system.

In particular, EBA recently published – on 15 June 2023 – the third report (the Report) on the monitoring of the liquidity coverage ratio (LCR) and the net stable funding ratio (NSFR). The Report:

- outlines the potential impact on LCR and NSFR levels of the upcoming central bank funding repayment (mainly repayments of the targeted longer-term refinancing operations (TLTRO)) as well as of potential scenario of higher liquidity risk, particularly affecting government bonds, derivatives and repo markets, in the context of a higher interest rate environment, inflation and recession risks;
- provides guidance to banks and supervisors on how to monitor market conditions and economic factors that may affect funding sources; and
- emphasizes the importance of banks developing funding plans that consider the replacement of central bank funding and address any additional risks in the current economic environment. Those plans

should simultaneously address the funding needs for both the LCR and NSFR, taking into account differences in funding alternatives and counterparties.

The tough credit conditions of the global and Italian capital markets following 2008 financial crisis have led to the most severe examination of the banking system's capacity to absorb sudden significant changes in the funding and liquidity environment in recent history, and have had an impact on the wider economy. Individual institutions have faced varying degrees of stress. In general the banking system as a whole emerged significantly strengthened both in capital and liquidity position, led by repeated tightening in regulatory requirements. Having said that, should the Sella Group be unable to continue to source a sustainable funding profile which can absorb these sudden shocks, the Sella Group's and the Issuer's ability to fund its financial obligations at a competitive cost, or at all, could be adversely affected. Moreover, the possibility of movements in interest rates may have negative impacts on the present and future profitability arising from assets and liabilities generating interest margin in the Sella Group's balance sheet.

Interest rate, market and liquidity risks are managed and monitored by the Issuer and within the Sella Group, in addition to compliance with external rules and regulations, according to specific internal rules based on prudent criteria. Market risk management and control is governed by Sella Group regulations and specific policies, documents that define the rules by which each individual company in the Sella Group may expose themselves to various types of risk. The assumption of positions entailing market risk is regulated not only by Sella Group general regulations and policies adopted by Banca Sella Holding at a parent level and applicable to the Group, but also by specific regulations (as in the case of market making and proprietary trading activities performed by Banca Sella Holding). Market risk is monitored both with the standard methodology in force at the date of this Base Prospectus, and according to the more advanced and accurate methodology which will be established and implemented according to the relevant phase-in regime to implement (so-called Fundamental Review of the Trading Book – FRTB).

The process for the management and control of the interest rate risk on the banking book is also formalised by a dedicated policy, with the purpose of disciplining the rules and the management, measurement and control methods linked to the interest rate risk, in order to guarantee effective management of the conditions for the economic and financial balance of the companies of the Sella Group. Such risk on the banking book is managed, in accordance with the risk control policy, by paying attention to the mismatch of maturities between assets and liabilities, taking care to maintain prudent balances. Monitoring and simulations are carried out both in relation to the possible impact of a shift in market rates on the Enterprise Economic Value (EEV) and on Net Interest rate Income (NII).

Furthermore, certain internal committees of the Issuer verify the ongoing adequacy of the risk levels and safeguards adopted and, if necessary, suggests and coordinates the implementation of any improvement actions.

Although the Sella Group has adopted policies and the criteria to control liquidity risk, nevertheless, as at the date of this Base Prospectus, it cannot be ruled out that unknown and unexpected events might occur which could negatively affect the Issuer's ability to meet its financial obligations as they fall due or to fulfil its commitments to lend.

### ***Risks associated with the Issuer's rating***

The risk associated with the ability of an issuer to meet its obligations, generated by the issue of debt instruments and money market instruments, is defined by reference to credit ratings assigned by independent rating agencies. A rating may be suspended, lowered or withdrawn at any time by the rating agency by which it has been assigned. Suspension, lowering or withdrawal of an assigned rating can negatively affect the market

price of the bonds issued.

The current credit ratings of the Issuer are, respectively, “Baa3” (long term deposits) and “P-3” (short term deposits) from Moody’s and BBB (long-term deposits rating), R-2(high) (short-term deposits rating), BBB(low) (long-term issuer rating and long-term senior debt) and R-2(middle) (short-term issuer rating and short-term debt) from Morningstar DBRS. A downgrade of any of the Issuer’s ratings would result in higher funding and refinancing costs for the Issuer in the capital markets. Such downgrade may also affect or effectively limit access to the capital markets, because investing in the Issuer will in such case likely be considered less attractive (also because of the Issuer’s possible reputational damage) and/or will no longer be allowed for certain investors, and, therefore, it could have a particularly adverse effect on the Issuer’s image as a participant in the capital markets, as well as in the eyes of its clients. A rating downgrade might restrict the availability of funding or increase its cost for individuals and companies at a local level.

These factors may also have an adverse effect on the Issuer’s financial condition and/or results of operations and, as a consequence, on the rating assigned to the Covered Bonds.

### ***Credit and counterparty risks***

Credit and counterparty risks are associated with the event that the financial soundness and outlook of the Issuer or of the Sella Group deteriorate due to the risk of losses resulting from any inability or refusal by customers (including Sovereign States) to meet their contractual obligations, relating to lending, commitments, letters of credit, derivatives instruments, foreign currency transactions and other transactions.

The Sella Group considers the measurement and management of credit risk to be of crucial importance. The activity of loan supplies has always looked towards traditional business forms, supporting household financing needs and providing the necessary support to businesses – in particular small and medium sized enterprises – in order to support growth projects, consolidation phases and financial needs during negative phases of the economic cycle. Even though lending is the core business of the Sella Group, it is performed with the objective to achieve a controlled growth of lending throughout the country by means of a risk-taking strategy focused on the most attractive geographic areas, customer segments and sectors of economic activity.

The lending policies and processes for the disbursement and monitoring of loans are defined in order to combine positive responses to customers’ needs and business needs with the need to ensure the maintenance of high quality for the lending business in a still difficult economic situation.

A decrease in the creditworthiness of third parties, could adversely affect the ability of the Issuer and the Sella Group due to difficulty in obtaining liquidity and/or could have an adverse impact on the results of the Issuer’s operations.

### ***Risks related to quality of loans***

The macroeconomic framework appears to be characterized by high geopolitical instability with particular reference to Eastern Europe, the Middle East and the escalating Chinese–Taiwanese tension with repercussions on economic growth, also conditioned recently by high inflation and a restrictive monetary policy. These circumstances could therefore potentially lead to greater difficulty for customers to honor their debts with repercussions both on the cost of credit and on the growth of NPLs. An increase in the cost of credit could lead to a significant worsening of the profitability and the investment capabilities of the Issuer and the Group. Furthermore, following the growth of NPLs it may be necessary to make greater use of sales of impaired loans to reduce their impact, but with strong uncertainty regarding realization prices. In addition, numerous other banks may seek to dispose of these assets, which may result in excess supply and downward price pressure.

The Issuer may, therefore, find it difficult to identify buyers for non-performing loans or only find buyers willing to buy at low prices, which may result in adverse consequences for the Issuer and/or Sella Group's financial condition and results of operations.

### ***Risks related to the Strategic Plan***

Between December 2023 and January 2024, the Board of Directors of the Banca Sella Holding approved the Sella Group's 2024–2026 Strategic goals and projections (the “**Strategic Plan**”), denominated “Make an Impact”.

The Strategic Plan contains objectives to be met, by 2026 (the “**Projected Data**”) based on assumptions of both a general nature and a discretionary nature linked to the impact of specific operational and organisational actions that the Group and Banca Sella intend to take during the period of time covered by the Strategic Plan.

The failure or partial occurrence of the assumed events or of the positive expected resulting effects could lead to potentially significant deviations from the forecasts in the Projected Data or hinder meeting them with consequent significant negative effects on the assets and the operations, balance sheets and/or income statements of the Issuer and/or Sella Group.

### ***Competition***

In recent years, the Italian banking sector has experienced a general and relevant increase in profitability, led by a boost in net interest rate income (due to the raise in interest rates) and to low credit costs.

Despite this positive situation, competition between banks remained strong.

In particular, the banking sector in Italy, as well as in Europe, is experiencing a consolidation phase featuring a high degree of competition due to the following factors: (i) the introduction of EU directives aimed at liberalising the European Union banking sector; (ii) the deregulation of the banking sector and the connected development of “shadow banking” throughout the European Union, and specifically in Italy, which has encouraged competition in the traditional banking sector with the effect of progressively reducing the spread between lending and borrowing rates; (iii) the behaviour of competitors; (iv) consumer demand; (v) the advance of services with a strong element of technological innovation, such as internet banking and mobile banking; and (vi) the influx of new competitors, and other factors not necessarily under the Sella Group's control.

All the above factors may adversely affect the Issuer and the Sella Group's financial condition and resulting operations. In addition, downturns in the Italian economy could add to the competitive pressure through, for example, increased price pressure and lower business volumes for which to compete.

### ***The Sella Group may be unable to maintain capital adequacy requirements and/or liquidity minimum requirements***

The rules on capital adequacy for banks define the prudential minimum capital requirements, the quality of capital resources, and risk mitigation instruments. Such rules are complex and evolve regularly. In addition, the Bank of Italy, can and do impose on the Sella Group, as permitted by such rules, additional requirements with respect to its capital, which may restrict the Sella Group's operational flexibility and may, should it fail to meet such requirements, require the Sella Group to adopt additional measures imposed by the ECB or other regulators. Capital adequacy requirements include – in addition to the capital ratios and buffer provided by the CRR – also the following main requirements: (a) the requirement to maintain a Minimum Requirement for Own Funds and Eligible Liabilities (**MREL**), expressed as a percentage of the total liabilities and own funds of the institution, in view of facilitating a smooth resolution of the bank, in the event of a resolution decision; (b) a Liquidity Coverage Ratio (**LCR**), aimed at ensuring the ongoing ability of the bank to meet its short-term obligations; (c) a binding leverage ratio of 3 per cent, which is aimed at preventing banks from excessively increasing their leverage levels, and (d) a binding Net Stable Funding Ratio (**NSFR**), designed to ensure that

banks finance their long-term activities with stable sources of funding in order to increase banks' resilience to funding constraints.

On 24 February 2022, the Bank of Italy issued the 38th amendment to Circular No. 285 introducing the possibility for the Bank of Italy to impose a systematic sectorial risk buffer (the SyRB), pursuant to Article 133 of the CRD IV, consisting of CET1, with the aim of preventing and mitigating macro-prudential or systemic risks not otherwise covered by the macro-prudential tools provided by the CRR, the countercyclical capital buffer and the capital buffers for G-SIIs or O-SIIs.

In addition to the above, the 38th amendment also granted the power to the Bank of Italy of adopting one or more prudential measures on customers and loan characteristics (so called borrower-based measures), requiring banks to apply them when granting new financing in any form. Those measures can be applied to all loans or differentiated on the basis of characteristics of customers and loans. More specifically, in the presence of high vulnerabilities of the financial system, which may give rise to systemic risks, the Bank of Italy may adopt one or more borrower based measures that are in line with the guidelines of the European Systemic Risk Board appropriate and sufficient to prevent or mitigate the identified risks, considering, if possible, also any cross-border effect arising from their application and paying due attention to the principle of proportionality.

Following a public consultation procedure, on 26 April 2024, the Bank of Italy decided to apply a SyRB of 1.0 per cent, of exposures towards Italian residents weighted for credit and counterparty credit risk. The SyRB applies to all banks and banking group authorised in Italy, thus including the Sella Group. The buffer rate target would be reached gradually: 0.5 per cent. would need to be set aside by 31 December 2024 and the remaining 0.5 per cent by 30 June 2025. The SyRB is to be applied at the highest level of consolidation for banking group.

On 13 July 2022, the Bank of Italy issued the 39th amendment to Circular No. 285 introducing - *inter alia* - a clear differentiation between components of 'Pillar 2 Requirements' estimated from an ordinary perspective and the 'Pillar 2 Guidance' determined from a stressed perspective which supervisory authorities may require banks to hold. The possibility for supervisory authorities to require additional capital in the presence of excessive leverage risk, under both ordinary and stressed conditions ('Pillar 2 Requirement Leverage Ratio' and 'Pillar 2 Guidance Leverage Ratio') has also been envisaged. Indeed the Issuer and the Sella Group have always kept a low risk profile concerning excessive leverage risk, with Leverage ratio figures well above the minimum requirement.

***The Sella Group may be subject to the provisions of the Bank Recovery and Resolution Directive***

The Issuer - as a bank - and the Sella Group is subject to the Bank Recovery and Resolution Directive (BRRD), an EU Directive intended to enable a range of actions to be taken in relation to institutions which are failing or considered to be at risk of failing (*i.e.* the sale of business, the asset separation, the bail in and the bridge bank). The BRRD gives resolution authorities the power to write down certain claims of unsecured creditors of a failing a relevant entity and to convert certain unsecured debt claims into shares or other instruments of ownership (*i.e.* other instruments that confer ownership, instruments that are convertible into or give the right to acquire shares or other instruments of ownership, and instruments representing interests in shares or other instruments of ownership) (the "**General Bail-In Tool**").

The taking of any action under the BRRD in relation to the Issuer - or the Sella Group - could materially affect the value of, or any repayments linked to the Covered Bonds.

Article 44, paragraph 2 of the BRRD excludes secured liabilities (including covered bonds and liabilities in the form of financial instruments used for hedging purposes which form an integral part of the cover pool and which, according to national law, are secured in a way similar to covered bonds) from the application of the General Bail-In Tool.



Although the bail-in powers are not intended to apply to secured debt (such as the rights of Covered Bondholders in respect of the Covered Bond Guarantee), the determination that securities issued by the Issuer and the Sella Group will be subject to write-down, conversion or bail-in is likely to be inherently unpredictable and may depend on a number of factors which may be outside of the Issuer and the Sella Group's control. This determination will also be made by the relevant Italian resolution authority and there may be many factors, including factors not directly related to the Issuer and the Sella Group, which could result in such a determination. Because of this inherent uncertainty, it will be difficult to predict when, if at all, the exercise of a bail-in power may occur which would result in a principal write off or conversion to other securities, including equity. Moreover, as the criteria that the relevant Italian resolution authority will be obliged to consider in exercising any bail-in power provide it with considerable discretion, holders of the securities issued by the Issuer and the Sella Group may not be able to refer to publicly available criteria in order to anticipate a potential exercise of any such power and consequently its potential effect on the Issuer and the Sella Group and the securities issued by the Issuer and the Sella Group. Potential investors in the securities issued by the Issuer and the Sella Group should consider the risk that a holder may lose all or part of its investment, including the principal amount plus any accrued interest, if such statutory loss absorption measures are acted upon.

With specific reference to the Covered Bonds, to the extent that claims in relation to the Covered Bonds are not met out of the assets of the Cover Pool or the proceeds arising from it (and the Covered Bonds subsequently rank *pari passu* with senior debt), the Covered Bonds may be subject to write-down or conversion into equity on any application of the General Bail-in Tool, which may result in Covered Bondholders losing some or all of their investment. In the limited circumstances described above, the exercise of any power under the BRRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of Covered Bondholders, the price or value of their investment in any relevant Covered Bonds and/or the ability of the Issuer to satisfy its obligations under any relevant Covered Bonds.

For further information please see section "*Certain Regulatory Aspects Relating to the Issuer and the Group*".

#### ***Inflation, increase in interest rates and a potential recession***

Mismatches between the supply and demand of goods and services, partially as a result of the COVID-19 pandemic and, more recently, the Russia-Ukraine conflict, have contributed to a rise in global inflation. In Italy, the annual Harmonized Indices of Consumer Prices, which is used to measure consumer price inflation in the euro area ("**HICP**"), as recorded in 2021, 2022 and 2023, was 1.94%, 8.7% and 5.9%, respectively (source: Istat). The annual inflation rate in Italy in 2022 was the highest since 1985. With respect to the European Union, the HICP, as recorded in 2021, 2022 and 2023, was 2.9%, 9.2% and 6.4%, respectively (source: Eurostat). As for the United States, the Consumer Price Index, which is the most widely used measure of inflation in the United States, as recorded in 2021, 2022 and 2023, was 4.7%, 8.0% and 4.1%, respectively (source: IMF).

To counter inflation, central banks have increased interest rates and seem now to have reached the end of the tightening cycle. The Federal Reserve and the European Central Bank are both in the process of reducing gradually the dimension of their respective Balance Sheet. The recent restrictive monetary policies and the persistence of geo-political tensions (Russia-Ukraine, Middle East and Taiwan/China) may lead to a market or general economic downturn or recession. All of these factors may adversely affect the Issuer and the Sella Group. Uncertainty surrounding the pace of future interest rate cuts by major central banks may result in significant volatility in financial markets around the world and such volatility may continue for a prolonged period of time. Any potential recession or other periods of declining economic conditions, could adversely affect the Issuer's and Sella Group's business, results of operations and financial condition and have a negative effect on the securities markets generally.

#### ***Forthcoming regulatory changes***

The Issuer and the Sella Group are subject to extensive regulation and supervision by, among others, the Bank of Italy and CONSOB. In addition, the Issuer must comply with financial services laws that govern its marketing and selling practices.

It is noteworthy that on 19 June 2024 the EU Regulation 2024/1623 (amending the CRR) and the EU Directive 2024/1619 (amending the CRD IV Directive) were published in the Official Journal of the European Union. These regulations entered into force on 9 July 2024 and: (i) the EU Regulation 2024/1623 shall apply from 1st January 2025 (with some exceptions); (ii) as for EU Directive 2024/1619, Member States shall adopt and publish, by 10 January 2026, the laws, regulations and administrative provisions necessary to comply with CRD VI, and shall apply those measures from 11 January 2026 (with some exceptions).

On 18 April 2023, the European Commission published a legislative proposal on the crisis management and deposits insurance (the “**CMDI**”) framework. The package consists of four legislative proposals that would amend existing EU legislation: the BRRD, the Directive 2014/49/EU (the “**DGSD**”) and the Regulation (EU) 806/2014 (the “**SRM**”). On 19 June 2024, the Council announced that it had agreed a negotiating mandate on the review of the CMDI framework. With this agreement, the Council is ready to engage in negotiations with the European Parliament on the final shape of this piece of legislation.

As part of the CMDI, Directive (EU) 2024/1174 was adopted – published in the Official Journal of the European Union on 22 April 2024 – introducing certain amendments to the BRRD and the SRMR aimed at outlining the conditions for the treatment of internal MREL.

Changes in the regulatory framework and prudential capital requirements – including the recent publication of EU Regulation 2024/1623 (amending CRR) and EU Directive 2024/1619 (amending CRD IV Directive) – and in how such regulations are interpreted and/or transposed into the national legal/regulatory framework and/or applied by the supervisory authorities may have a material effect on the Issuer and the Sella Group’s business and operations. The manner in which the new framework of banking laws and regulations will be applied to the operations of financial institutions is still evolving and still uncertain. No assurance can be given that laws and regulations will be adopted, enforced or interpreted in a manner that will not have an adverse effect on the business, financial condition, cash flows and results of operations of the Issuer and the Sella Group.

Prospective investors in the Covered Bonds should consult their own advisors as to the consequences for them of the application of the above regulations as implemented by each Member State.

For further information please see section “*Certain Regulatory Aspects Relating to the Issuer and the Group*”.

***The Issuer and the Sella Group may be affected by new accounting standards***

Under IFRS, for the purposes of preparing its consolidated financial statements, the Sella Group uses estimates and assumptions that may have a significant effect on the values recorded on the balance sheet and income statement, as well as on the reporting of contingent assets and liabilities. These estimates and assumptions are applied on a going concern basis and influenced by potential growing uncertainty of the economic environment and current market conditions and the degree of volatility of financial parameters. Parameters and information used for the determination of estimates and assumptions are particularly affected by factors which by their nature are unpredictable. As a result, those estimates and assumptions may vary from period to period and, accordingly, it cannot be ruled out that amounts recorded in the Issuer’s and the Sella Group’s most recent financial statements and those recorded in the future will differ, even significantly, following changes to the valuation methods to be applied.

The values recorded on the balance sheet and income statement, as well as on the reporting of contingent assets and liabilities are significantly affected by the above factors and, accordingly, even if the estimates and

assumptions adopted are subject to periodic review in order to take into account changes in the relevant period, it cannot be ruled out that a worsening performance will have an adverse effect on the items subject to valuation and, ultimately, on the financial condition and results of operations of the Issuer and of the Sella Group.

#### ***Risks associated with pending legal proceedings***

As at the date of this Base Prospectus, the Issuer and the Sella Group companies are/were parties to civil and administrative judiciary proceedings associated with their ordinary operations.

The legal disputes in which the Issuer and the Sella Group companies are involved originate from their ordinary business dealings. In particular, as of 31 December 2023 there were 131 legal proceedings (other than fiscal, bankruptcy revocations and those relative to credit collection, relative to which counterclaims or appeals have been raised relative to the Issuer's claims) pending with regards to the Issuer.

Even though the outcome of the many legal proceedings to which the Issuer is a party is intrinsically difficult to forecast and, therefore, it cannot be ruled out that an unfavourable outcome of some of them might impact the Issuer's financial, income and equity situation, the Issuer believes that the allocated provision is adequate to meet any unfavourable outcomes. Moreover, the above proceedings are not significant when considered individually.

For other information on the pending legal proceedings to which the Issuer is a party, reference is made to section "*The Issuer*" of this Base Prospectus.

#### ***Risk associated with inspections by regulatory authorities***

Sella Group is subject, in the course of its ordinary activities, to inspections and other supervisory actions carried out by the supervisory authority that could require organisational interventions or strengthening of internal functions aimed at addressing weaknesses identified during inspections which might, furthermore, result in sanction proceedings which may have negative effects on operations, financial and capital position and economic results of the Issuer and/or Sella Group.

For other information on inspections by regulatory authorities, reference is made to sections "*The Sella Group*" of this Base Prospectus.

### **Risks related to the internal control of the Issuer and the Group**

#### ***Operational risk***

Among the main scenarios potentially impacting the Issuer from an operational risk perspective include: disputes relating to the creation and offer of products (in particular those with innovative characteristics) to customers; fraud/disputes regarding unauthorized use of payment cards; risks related to outsourced services or carried out with the support of critical suppliers; IT and IT security risks.

In particular, as part of its operations, the Issuer outsources to third-party companies, both through intra-group and extra-group contracts, the performance of technological, administrative and technical services and monitors the outsourced activities according to the policies and regulations adopted at Group level. Failure by parties who provide outsourced activities to the Issuer and/or the Group to comply with the minimum service levels envisaged by the agreements concluded with them could lead to negative effects on the Group's operations. In particular, the Issuer and the other companies of the Group are subject to risks – also towards the competent authorities – deriving from omissions, errors, delays, discontinuity of the service offered compared to the contractually foreseen levels. Furthermore, the continuity of the service level could be

jeopardized by the occurrence of events with a negative impact on suppliers, such as, for example, their declaration of insolvency, or their submission to insolvency proceedings.

Although the Issuer adopts a management system based on processes and procedures aimed overall at the detection, evaluation, measurement and monitoring of operational risks with the aim of preventing and containing possible negative effects, the adoption of such measures could however prove not to be sufficient to deal with potentially arising risks, also due to the unpredictability of the occurrence of high-impact operational risk events (natural disasters, fraud and cases of unavailability, malfunction and/or violation of IT systems).

The occurrence of one or more of these events could have detrimental effects on the financial condition and results of operations of the Issuer and of the Sella Group.

### ***Cyber-risk and risks relating to information technology systems***

The Sella Group depends on its information technology (IT) and data processing systems to operate its business, as well as on its continuous maintenance and constant updates. The Sella Group is exposed to the risk that data could be damaged or lost, removed, disclosed or processed (data breach) for purposes other than those authorised by the customer, including by unauthorised parties.

Among the risks that the Issuer and the Sella Group faces relating to the management of IT systems are the possible violations of its systems due to unauthorised access to the Sella Group corporate network, or IT resources, the introduction of viruses into computers or any other form of abuse committed via the internet. Like attempted hacking, such violations have become more frequent over the years throughout the world. Both the aggregation of new services for members and clients and the exposure of online services are becoming increasingly complex and gradually extending to more and more areas and products. In addition, the authors of cyber threats are using increasingly sophisticated methods and strategies for criminal purposes.

Although the Issuer and the Sella Group have adopted business continuity and disaster recovery plans, and implemented other IT risk policies, its IT systems may experience outages, delays or other failures or malfunctions due to design flaws, malicious attacks, hacking or other reasons.

The possible destruction, damage or loss of customer, employee or third party data, as well as its removal, unauthorised processing or disclosure, would have a negative impact on the Sella Group's business and reputation and could subject the Sella Group to fines, with consequent negative effects on the Sella Group's business, results of operations or financial condition.

In addition, changes to relevant regulations could impose more stringent sanctions for violations, and could have a negative impact on the Sella Group's business insofar as they lead the Sella Group to incur additional compliance costs.

### **Risks related to the political, environmental, social and governance environment of the Issuer and the Sella Group**

#### ***Risks associated with the general economic, financial and other business conditions***

The results of the Issuer and the Sella Group are affected by global economic and financial conditions. During recessionary periods, there may be less demand for loan products and a greater number of the Sella Group's customers may default on their loans or other obligations. Interest rate rises may also have an impact on the

demand for mortgages and other loan products. Fluctuations in interest rates in Italy and in the Euro-zone and in the other markets in which the Issuer and the Sella Group operate may influence its performance.

In February 2022, a military conflict erupted between Russia and Ukraine following the invasion of Ukraine by Russia. This military conflict was followed by tensions which also involved certain western countries. As a result, the United States, Canada, the European Union and other countries and multinational organizations have announced and implemented sanctions of various types against Russia, such as the designation of a number of persons and entities, including major Russian banks, in "blocked person" lists, the removal of certain Russian banks from the SWIFT system that facilitates the transfer of money between banks, a prohibition on providing certain types of financing and financial services to certain companies or banks that are under public control or publicly owned, a prohibition on transactions with certain Russian counterparties, and the imposition of restrictions on the export to Russia of certain goods and technologies. In response to the foregoing sanctions, Russia replied with countersanctions on so-called "unfriendly" states (which specifically include countries of the European Union). Countersanctions imposed by Russia have led to a reduction in supply volumes or even a suspension of gas and oil deliveries. Should economic sanctions escalate further, Russia could take further legal action, which could affect European businesses (with their domicile in an "unfriendly State" from a Russian perspective).

The continuation of the conflict between Russia and Ukraine could negatively affect Italian, European and global macroeconomic conditions.

In addition, the Israel-Palestine conflict and geopolitical tensions in the Middle East as well as the escalating Chinese-Taiwanese tension could potentially have significant adverse effects on the European economy, inflation and the stability of international financial markets.

Furthermore, the Sella Group's and the Issuer's performance is affected by factors such as investor confidence, financial market liquidity, and the availability and cost of borrowing on the capital markets, all of which are by their very nature, connected to the general macroeconomic situation. The global economic recovery may be further impacted by potential new rounds of restrictions that might be introduced by countries across the world, with the risk of further slowing down any expected recovery.

Adverse changes in the above factors, particularly at times of financial crisis, could increase the Sella Group's cost of funding, with a material adverse impact on the business, financial condition and results of operations of the Sella Group and of the Issuer.

#### ***Risks related to a downgrade of the Italian sovereign credit rating***

A downgrade of the Italian sovereign credit rating or the perception that such a downgrade may occur would be likely to have a material effect in depressing consumer confidence, restricting the availability and increasing the cost of funding for individuals and companies, depressing economic activity, increasing unemployment, reducing asset prices and consequently increasing the risk of a "double dip" recession.

Any downgrade of the Italian sovereign credit rating or the perception that such a downgrade may occur may severely destabilise the markets and have a material adverse effect on the Sella Group's operating results, financial condition, and prospects as well as on the marketability of the Covered Bonds. This might also impact the Sella Group's credit ratings, borrowing costs and access to liquidity.

#### ***The Issuer's and the Sella Group's financial performance are affected by borrower credit quality and general economic conditions, in particular in Italy and Europe***

The Issuer monitors credit quality and manages the specific risk of each counterparty and the overall risk of the respective loan portfolios, and the Issuer and the Sella Group will continue to do so, but there can be no

assurance that such monitoring and risk management will suffice to keep the Issuer's exposure to credit risk at acceptable levels. Any deterioration of the creditworthiness of significant individual customers or counterparties, or of the performance of loans and other receivables, as well as wrong assessments of creditworthiness or country risks may have a material adverse effect on the Issuer's business, financial condition and results of operations.

Interest rate rises may also have an impact on the demand for mortgages and other loan products. The risk arising from the impact of the economy and business climate on the credit quality of the Sella Group's debtors and counterparties can affect the overall credit quality and the recoverability of loans and amounts due from counterparties.

As discussed above, these risks are exacerbated by concerns over the levels of the Italian public debt and its relative weaknesses. A downgrade of the Italian sovereign credit rating might restrict the availability of funding or increase its cost for individuals and companies at a local level. This might have a material adverse effect on the Issuer's and the Sella Group's operating results, financial conditions and business outlook.

***The Issuer's and the Sella Group's financial performance is affected by "systemic risk"***

In recent years, the global credit environment has been adversely affected by significant instances of default, and there can be no certainty that such instances will not occur in the future. Concerns about, or a default by, one institution could lead to significant liquidity problems, losses or defaults by other institutions because the commercial soundness of many financial institutions may be closely related as a result of credit, trading, clearing or other relationships between institutions. This risk is sometimes referred to as "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with which the Issuer and the Sella Group interact on a daily basis and therefore could adversely affect the Issuer and the Sella Group.

***Catastrophic events, terrorist attacks and similar events could have a negative impact on the business and results of the Issuer and the Sella Group***

Catastrophic events, terrorist attacks and similar events, as well as the responses thereto, may create economic and political uncertainties, which could have a negative impact on economic conditions in the regions in which the Issuer operates and, more specifically, on the business and results of the Issuer and the Sella Group in ways that cannot be predicted.

## **2. RISKS RELATED TO THE COVERED BONDS**

*The risks below have been classified into the following categories:*

*Risks related to the Covered Bonds generally;*

*Risks related to the Guarantor;*

*Risks related to the underlying; and*

*Risks related to the market generally.*

### **Risks related to Covered Bonds generally**

#### ***Issuer liable to make payments when due on the Covered Bonds***

The Issuer is liable to make payments when due on the Covered Bonds. The obligations of the Issuer under the

Covered Bonds are direct, unsecured, unconditional and unsubordinated obligations, ranking *pari passu* without any preference amongst themselves and equally with its other direct, unsecured, unconditional and unsubordinated obligations. Consequently, any claim directly against the Issuer in respect of the Covered Bonds will not benefit from any security or other preferential arrangement granted by the Issuer.

The Guarantor has no obligation to pay the Guaranteed Amounts payable under the Covered Bond Guarantee until the occurrence of an Issuer Event of Default and service by the Representative of the Covered Bondholders on the Issuer and on the Guarantor of an Issuer Default Notice or, if earlier, following the occurrence of a Guarantor Event of Default and service by the Representative of the Covered Bondholders of a Guarantor Default Notice. The occurrence of an Issuer Event of Default does not constitute a Guarantor Event of Default. However, failure by the Guarantor to pay amounts due under the Covered Bond Guarantee would constitute a Guarantor Event of Default which would entitle the Representative of the Covered Bondholders to accelerate the obligations of the Issuer under the Covered Bonds (if they have not already become due and payable) and the obligations of the Guarantor under the Covered Bond Guarantee. Although the Receivables included in the Cover Pool are originated by the Issuer, they are transferred to the Guarantor on a true sale basis and an insolvency of the Issuer would not automatically result in the insolvency of the Guarantor.

#### ***Obligations under the Covered Bonds***

The Covered Bonds will not represent an obligation or be the responsibility of any of the Arranger, the Dealers, the Representative of the Covered Bondholders or any other party to the Programme, their officers, members, directors, employees, security holders or incorporators, other than the Issuer and, after the service by the Representative of the Covered Bondholders of an Issuer Default Notice, the Guarantor. The Issuer and the Guarantor will be liable solely in their corporate capacity for their obligations in respect of the Covered Bonds and such obligations will not be the obligations of their respective officers, members, directors, employees, security holders or incorporators.

#### ***Extraordinary Resolutions and the Representative of the Covered Bondholders***

A meeting of Covered Bondholders may be called to consider matters which affect the rights and interests of Covered Bondholders. These include (but are not limited to): instructing the Representative of the Covered Bondholders to enforce the Covered Bond Guarantee against the Issuer and/or the Guarantor; waiving an Issuer Event of Default or a Guarantor Event of Default; defining, reducing or otherwise varying interest payments or repayment of principal or rescheduling payment dates; altering the priority of payments of interest and principal on the Covered Bonds; and any other amendments to the Programme Documents. Certain resolutions are required to be passed as Programme Resolutions. A Programme Resolution will bind all Covered Bondholders, irrespective of whether they attended the Meeting or voted in favour of the Programme Resolution. No Resolution, other than a Programme Resolution, passed by the holders of one Series of Covered Bonds will be effective in respect of another Series unless it is sanctioned by an Ordinary Resolution or an Extraordinary Resolution, as the case may require, of the holders of that other Series. Any Resolution passed at a Meeting of the holders of the Covered Bonds of a Series shall bind all other holders of that Series, irrespective of whether they attended the Meeting and whether they voted in favour of the relevant Resolution.

In addition, the Representative of the Covered Bondholders may agree to the modification of the Programme Documents without consulting Covered Bondholders to correct a manifest error or where such modification (i) is of a formal, minor, administrative or technical nature or an error established as such to the satisfaction of the Representative of the Covered Bondholders or (ii) in the opinion of the Representative of the Covered Bondholders, is expedient to make provided that it is not or will not be materially prejudicial to Covered Bondholders. It should also be noted that after the delivery of an Issuer Default Notice, the protection and exercise of the Covered Bondholders' rights against the Issuer will be exercised by the Guarantor (or the

Representative of the Covered Bondholders on its behalf). The rights and powers of the Covered Bondholders may only be exercised in accordance with the Rules of the Organisation of the Covered Bondholders. In addition, after the delivery of a Guarantor Default Notice, the protection and exercise of the Covered Bondholders' rights against the Guarantor and the security under the Covered Bond Guarantee is one of the duties of the Representative of the Covered Bondholders. The Conditions limit the ability of each individual Covered Bondholder to commence proceedings against the Guarantor by conferring on the Meeting of the Covered Bondholders the power to determine in accordance with the Rules of Organisation of the Covered Bondholders, whether any Covered Bondholder may commence any such individual actions.

***Representative of the Covered Bondholders' powers may affect the interests of the Covered Bondholders***

In the exercise of its powers, trusts, authorities and discretions the Representative of the Covered Bondholders shall only have regard to the interests of the Covered Bondholders and the Other Creditors, as applicable, but if, in the opinion of the Representative of the Covered Bondholders, there is a conflict between these interests the Representative of the Covered Bondholders shall have regard solely to the interests of the Covered Bondholders. In the exercise of its powers, trusts, authorities and discretions, the Representative of the Covered Bondholders may not act on behalf of the Seller. This may lead to losses under the Covered Bonds.

If, in connection with the exercise of its powers, trusts, authorities or discretions, the Representative of the Covered Bondholders is of the opinion that the interests of the holders of the Covered Bonds of any one or more Series would be materially prejudiced thereby, the Representative of the Covered Bondholders shall not exercise such power, trust, authority or discretion without the approval of such Covered Bondholders by Extraordinary Resolution or by a written resolution of such Covered Bondholders holding not less than 50 per cent of the Outstanding Principal Amount of the Covered Bonds of the relevant Series then outstanding.

Therefore, Covered Bondholders are exposed to the risk that such powers of the Representative of the Covered Bondholders are exercised against the interest of one or more Covered Bondholders and that the above could negatively affect the market value and/or risks in relation to its Covered Bonds.

***Extendible obligations under the Covered Bond Guarantee***

Investors should be aware of the possibility that amounts to be paid with respect to one or more Series of Covered Bonds may be paid at a later date than the one originally expected and provided under the relevant Final Terms.

More in particular, upon failure by the Issuer to pay the Final Redemption Amount of a Series of Covered Bonds on their relevant Maturity Date (subject to applicable grace periods) and if payment of the Guaranteed Amounts corresponding to the Final Redemption Amount in respect of such Series of the Covered Bonds is not made in full by the Guarantor on or before the Extension Determination Date, then payment of such Guaranteed Amounts shall be automatically deferred. This will occur if the Final Terms for a relevant Series of Covered Bonds provides that such Covered Bonds are subject to an extended maturity date (the "**Extended Maturity Date**") to which the payment of all or (as applicable) part of the Final Redemption Amount payable on the Maturity Date will be deferred in the event that the Final Redemption Amount is not paid in full on or before the Extension Determination Date.

To the extent that the Guarantor has received an Issuer Default Notice in sufficient time and has sufficient money available to pay in part the Guaranteed Amounts corresponding to the relevant Final Redemption Amount in respect of the relevant Series of Covered Bonds, the Guarantor shall make partial payment of the relevant Final Redemption Amount in accordance with the Guarantee Priority of Payments and as described in Conditions 7(b) (*Extension of maturity*) and 10(b) (*Effect of an Issuer Default Notice*). Payment of all unpaid amounts shall be deferred automatically until the applicable Extended Maturity Date *provided that* any amount representing



the Final Redemption Amount due and remaining unpaid on the Extension Determination Date may be paid by the Guarantor on any Interest Payment Date thereafter, up to (and including) the relevant Extended Maturity Date. Interest will continue to accrue and be payable on the unpaid amount in accordance with Condition 7(b) (*Extension of maturity*) and the Guarantor will pay Guaranteed Amounts, constituting interest due on each Interest Payment Date and on the Extended Maturity Date. In these circumstances, Failure by the Issuer to pay the Covered Bond Instalment Amount on its Covered Bond Instalment Date will (subject to any applicable grace period) be an Issuer Event of Default. Failure by the Guarantor to pay the deferred Covered Bond Instalment Amount on the related Extended Instalment Date will (subject to any applicable grace period) be a Guarantor Event of Default.

Similarly, in respect of Covered Bonds that may be redeemed in instalments, if an Extended Instalment Date is specified in the Final Terms and both (a) the Issuer on the Covered Bond Instalment Date and (b) the Guarantor on the relevant Covered Bond Instalment Extension Determination Date fail to pay a Covered Bond Instalment Amount, the requirement to pay such Covered Bond Instalment Amount and all subsequently due and payable Covered Bond Instalment Amounts shall be deferred by one year until their Extended Instalment Dates.

Each Covered Bond Instalment Amount may be deferred when due no more than once. At such time, each subsequent but not yet due Covered Bond Instalment Amount will also be deferred, so it is possible that a Covered Bond Instalment Amount may be deferred more than once but it may never be deferred to a date falling after the Extended Maturity Date for the relevant Series.

Therefore, Covered Bondholders or potential Covered Bondholders may not receive payments at the moment they anticipated to receive payments and these payments may not cover all amounts Covered Bondholders may expect to receive.

#### ***Covered Bonds issued under the Programme***

Covered Bonds issued under the Programme will either be fungible with an existing Series of Covered Bonds (in which case they will form part of such Series) or have different terms to an existing Series of Covered Bonds (in which case they will constitute a new Series).

All Covered Bonds issued from time to time will rank *pari passu* with each other in all respects and will share equally in the security granted by the Guarantor under the Covered Bond Guarantee. Following the service on the Issuer and on the Guarantor of an Issuer Default Notice (but prior to a Guarantor Event of Default and service of a Guarantor Default Notice on the Guarantor) the Guarantor will use all monies to pay Guaranteed Amounts in respect of the Covered Bonds when the same shall become due for payment subject to paying certain higher ranking obligations of the Guarantor in Guarantee Priority of Payments. In such circumstances, the Issuer will only be entitled to receive payment from the Guarantor of any amount due and payable under the Programme Documents, to the extent not already paid or payable under other items of the Guarantee Priority of Payments, any principal due and payable under the Subordinated Loan Agreement and any Base Interest and Premium Interest due under the Subordinated Loan Agreement, after all amounts due under the Covered Bond Guarantee in respect of the Covered Bonds have been paid in full or have otherwise been provided for. Following the occurrence of a Guarantor Event of Default and service of a Guarantor Default Notice on the Guarantor, the Covered Bonds will become immediately due and repayable and Bondholders will then have a claim against the Guarantor under the Covered Bond Guarantee for an amount equal to the Outstanding Principal Amount plus any interest accrued in respect of each Covered Bond, together with accrued interest and any other amounts due under the Covered Bonds, and any Guarantor Available Funds will be distributed according to the Post-Enforcement Priority of Payments.

In order to ensure that any further issue of Covered Bonds under the Programme does not adversely affect

existing holders of the Covered Bonds:

- (a) the Term Loan granted by the Issuer to the Guarantor under the terms of the Subordinated Loan Agreement may only be used by the Guarantor (i) as consideration for the acquisition of the Eligible Assets from the Seller pursuant to the terms of the Master Assets Purchase Agreement; (ii) as consideration for the acquisition of the other Eligible Assets from the Seller pursuant to the terms of the Cover Pool Management Agreement; and (iii) to credit on the Reserve Fund Account an amount, or establishing a cash reserve, sufficient to remedy a breach of the Liquidity Reserve Requirement; and
- (b) the Issuer must always ensure that the Tests are satisfied on each Test Calculation Date in order to ensure that the Guarantor can meet its obligations under the Guarantee.

However, should the above mentioned provisions not be followed by the relevant parties pursuant to the relevant Transaction Documents, then no assurance can be given as to the impact of any further issue of Covered Bonds under the Programme and to the adverse affect it may have on existing holders of the Covered Bonds. Further issues of Covered Bonds could have an adverse effect on the (the value of) Covered Bonds already issued and could ultimately lead to losses under the Covered Bonds.

### ***Limits to Integration***

The integration of the Cover Pool, through Eligible Assets, shall be carried out in accordance with the methods, and subject to the limits, set out in the Bank of Italy Regulations. More specifically, integration is allowed exclusively for the purpose of complying with (a) the Tests in accordance with the Securitisation and Covered Bond Law; (b) the overcollateralisation requirements as set forth by the Bank of Italy Regulations in accordance with article 129, paragraph 3a., of CRR. Investors should note that integration is not allowed in circumstances other than as set out in the Bank of Italy Regulations and specified above: therefore no assurance can be given on the potential negative impact that the need to integrate the Cover Pool outside the circumstances set out in the Bank of Italy Regulations and specified above may have on the interests of the Covered Bondholders.

### ***Tax consequences of holding the Covered Bonds – No Gross-up for Taxes***

Potential investors should consider the tax consequences of investing in the Covered Bonds and consult their tax adviser about their own tax situation. Notwithstanding anything to the contrary in this Base Prospectus, if withholding of, or deduction of any present or future taxes, duties, assessments or charges of whatever nature is imposed by or on behalf of Italy, any authority therein or thereof having power to tax, the Issuer or, as the case may be, the Guarantor will make the required withholding or deduction of such taxes, duties, assessments or charges for the account of the Covered Bondholders, as the case may be. The Issuer shall be obliged to pay any additional amounts pursuant to Condition 9 (*Taxation*) subject to customary exceptions including Decree No. 239 withholdings. Neither the Issuer nor the Guarantor shall be obliged to pay any additional amounts to the Covered Bondholders in relation to withholdings or deductions on payments made by the Guarantor. As a result, investors may receive amounts that are less than expected. Perspective investors should therefore be aware of the potential negative result of such lack of gross-up or compensation by the Issuer and the Guarantor on the expected amounts to be received by the Covered Bondholders.

### ***Securitisation and Covered Bond Law***

The Securitisation and Covered Bond Law was enacted in Italy in April 1999 and further amended to allow for the issuance of covered bonds in 2005. As at the date of this Base Prospectus, no interpretation of the application of the Securitisation and Covered Bond Law as it relates to covered bonds has been issued by any Italian court or governmental or regulatory authority, except for Part III, Chapter 3 of the “Disposizioni di Vigilanza per le Banche” (Circolare No. 285 of 17 December 2013) as amended and supplemented from time to time (the “**Bank of Italy Regulations**”) concerning guidelines on, among others, the valuation of assets,

controls required to ensure compliance with the legislation, the liquidity reserve and the requirements for applying for the “European Covered Bond (Premium)” label.

Consequently, it is possible that such or different authorities may issue further regulations relating to the Securitisation and Covered Bond Law or the interpretation thereof, the impact of which cannot be predicted by the Issuer as at the date of this Base Prospectus. Any changes of the rules and/or changes of the interpretation and/or implementation of the same by the competent authorities could give rise to new burdens and obligations for the Issuer, with possible negative impacts on the operational results and the economic and financial situation of the Issuer and of the Programme.

Furthermore, the Securitisation and Covered Bond Law has been amended by legislative decree No. 190 of 5 November 2021 (the “**Decree 190/2021**”), which transposed into the Italian legal framework Directive (EU) 2019/2162 and designated the Bank of Italy as the competent authority for the public supervision of the covered bonds, which was entrusted with the issuing of the implementing regulations of the Title I–bis of the Securitisation and Covered Bond Law, as amended, in accordance with article 3, paragraph 2, of Decree 190/2021. In this respect, the provisions of Securitisation and Covered Bond Law, as amended by Decree 190/2021, apply to covered bonds issued starting from 8 July 2022.

Moreover, following a public consultation launched by the Bank of Italy on 12 January 2023 and ended on 11 February 2023, on 30 March 2023 Bank of Italy issued the 42<sup>nd</sup> amendment to the Bank of Italy Regulations, providing for the implementing measures referred to under article 3, paragraph 2, of Decree 190/2021. Such amendment to the Bank of Italy Regulations provided for, inter alia, (i) the criteria for the assessment of the eligible assets and the conditions for including covered bonds among eligible assets for derivative contracts with hedging purposes; (ii) the procedures for calculating hedging requirements; (iii) the conditions for establishing new issuance programmes and the interim discipline regarding new issues under issuance programmes already existing as of 30 March 2023; (iv) the possibility for banks having a rating corresponding at least to credit quality step 3 to act as counterparties of a derivative contract with hedging purposes.

In accordance with the Bank of Italy Regulations, as amended on 30 March 2023, the Bank of Italy did not exercise the option provided for in the Directive (EU) 2019/2162 that allows Member States to lower the threshold of the minimum level of overcollateralization.

Consequently, given the novelty recent amendments to the Bank of Italy Regulations and the Securitisation and Covered Bond Law, it is possible that the issuance of further guidelines or implementing regulations relating to the Securitisation and Covered Bond Law and the Bank of Italy Regulations, or the interpretation thereof, may have an impact which cannot be predicted by the Issuer as at the date of this Base Prospectus. Furthermore, with respect to any Series of Covered Bonds issued under the Programme before the publication of the Decree 190/2021, it is uncertain to assess the possible impacts which the Securitisation and Covered Bond Law and the Bank of Italy Regulations, as recently amended, may have.

***The return on an investment in Covered Bonds will be affected by charges incurred by investors***

An investor’s total return on an investment in any Covered Bonds will be affected by the level of fees charged by the nominee service provider and/or clearing system used by the investor. Such a person or institution may charge fees for the opening and operation of an investment account, transfers of Covered Bonds, custody services and on payments of interest, principal and other amounts. Potential investors are therefore advised to investigate the basis on which any such fees will be charged on the relevant Covered Bonds, as no assurance can be given as to the potential negative effect such changes in fees may have on their return on an investment in Covered Bonds.

***Priority of Payments***

Recent English insolvency and U.S. bankruptcy court rulings may restrain parties from making or receiving payments in accordance with the order of priority agreed between them.

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, recent cases have focused on provisions involving the subordination of a swap 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").

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 Guarantor (such as the Swap Providers) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales, and it is owed a payment by the Guarantor, 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 Italian law governed Programme Documents. 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 law. Such laws may be relevant in certain circumstances with respect to a range of entities which may act as Swap Counterparty, including U.S. established entities and certain non-U.S. established entities with assets or operations in the U.S. (although the scope of any such proceedings may be limited if the relevant non-U.S. entity is a bank with a licensed branch in a U.S. state). If a subordination provision included in the Programme Documents was successfully challenged under the insolvency laws of any relevant jurisdiction outside England and Wales and any relevant foreign judgment or order was recognised by the English courts, there can be no assurance that such actions would not adversely affect the rights of the Covered Bondholders, the market value of the Covered Bonds and/or the ability of the Guarantor to satisfy its obligations under the Covered Bonds.

Given the general relevance of the issues under discussion in the judgments referred to above, 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 Covered Bonds. If any rating assigned to the Covered Bonds is lowered, the market value of the Covered Bonds may reduce.

### ***Credit ratings may not reflect all risks***

One or more independent credit rating agencies may assign credit ratings to the Issuer or the Covered Bonds. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Covered Bonds. The expected ratings of the Covered Bonds are set out in the relevant Final Terms for each Tranche of Covered Bonds. Whether or not a rating in relation to any Tranche or Series of Covered Bonds will be (1) treated as having been issued or endorsed by a credit rating agency established in the European Union and registered under Regulation (EC) No 1060/2009 on credit rating agencies (as amended from time to time, the "CRA Regulation") or by a credit rating agency

which is certified under the CRA Regulation and/or (2) issued or endorsed by a credit rating agency established in the United Kingdom (“UK”) and registered under Regulation (EC) No. 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the “UK CRA Regulation”) or by a credit rating agency which is certified under the UK CRA Regulation will be disclosed in the relevant Final Terms.

Any rating agency may lower its rating or withdraw its rating if, in the sole judgment of the rating agency, the credit quality of the Covered Bonds has declined or is in question. If any rating assigned to the Covered Bonds is suspended, lowered or withdrawn for any reason, no person or entity is obliged to provide any additional support or credit enhancement with respect to the Covered Bonds. As a result, the market value of the Covered Bonds may reduce.

Any ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Covered Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country registered rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances).

The list of registered and certified rating agencies published by the European Securities and Markets Authority (ESMA) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

The list of registered and certified rating agencies published by the Financial Conduct Authority (FCA) on its website in accordance with the UK CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated FCA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of the rating agency rating the Covered Bonds changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory

purposes in the EEA or the UK, as applicable, and the Covered Bonds may have a different regulatory treatment, which may impact the value of the Covered Bonds and their liquidity in the secondary market. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

#### ***Redemption for tax reasons***

In the event that the Issuer would be obliged to pay additional amounts as provided or referred to in Condition 9 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of Italy or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the First Issue Date, and such obligation cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may redeem all outstanding Covered Bonds in accordance with the Conditions.

In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Covered Bonds.

#### ***Covered Bonds subject to optional redemption by the Issuer***

An optional redemption feature of Covered Bonds is likely to limit their market value. During any period when the Issuer may elect to redeem Covered Bonds, the market value of those Covered Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Covered Bonds when its cost of borrowing is lower than the interest rate on the Covered Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Covered Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in the light of other investments available at that time.

#### ***Fixed/Floating Rate Covered Bonds***

Fixed/Floating Rate Covered Bonds may interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market and the market value of such Covered Bonds as the change of interest basis may result in a lower interest return for Covered Bondholders. Where the Covered Bonds convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Covered Bonds may be less favourable than then prevailing spreads on comparable Floating Rate Covered Bonds tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Covered Bonds. Where the Covered Bonds convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Covered Bonds and could affect the market value of an investment in the relevant Covered Bonds.

#### ***Interest rate risks***

Investments in Fixed Rate Covered Bonds involve the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Covered Bonds.

#### ***Floating rate risks***

Investments in Floating Rate Covered Bonds involve the risk for the Covered Bondholders of fluctuating interest rate levels and uncertain interest earnings.

#### ***Reform of EURIBOR and other interest rate index and equity, commodity and foreign exchange rate index "benchmarks"***

The Euro Interbank Offered Rate (**EURIBOR**) and other indices which are deemed to be “benchmarks” are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Covered Bonds referencing such a benchmark, such as Floating Rate Covered Bonds.

Regulation (EU) 2016/1011 (the **EU Benchmarks Regulation**) applies, subject to certain transitional provisions, to the provision of “benchmarks”, the contribution of input data to a “benchmark” and the use of a “benchmark” within the EU and 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) prevent certain uses by EU supervised entities (such as the Issuer) of “benchmarks” of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The scope of the EU Benchmarks Regulation and the UK Benchmarks Regulation is wide and, in addition to so-called “critical benchmark” indices such as EURIBOR, could also potentially apply to many other interest rate indices, as well as equity, commodity and foreign exchange rate indices and other indices (including “proprietary” indices or strategies) which are referenced in listed financial instruments (including listed Covered Bonds), financial contracts and investment funds.

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Covered Bonds linked to or referencing a rate or index deemed to be a benchmark, including any Floating Rate Covered Bonds linked to or referencing EURIBOR, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. 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 relevant benchmark.

Key international reforms of “benchmarks” also include IOSCO’s proposed Principles for Financial Market Benchmarks (July 2013) (the **IOSCO Benchmark Principles**).

The IOSCO Benchmark Principles aim to create an overarching framework of principles for benchmarks to be used in financial markets, specifically covering governance and accountability, as well as the quality and transparency of benchmark design and methodologies. A review published in February 2015 on the status of the voluntary market adoption of the IOSCO Benchmark Principles noted that, as the benchmarks industry is in a state of change, further steps may need to be taken by IOSCO in the future, but that it is too early to determine what those steps should be. The review noted that there has been a significant market reaction to the publication of the IOSCO Benchmark Principles, and widespread efforts being made to implement the IOSCO Benchmark Principles by the majority of administrators surveyed.

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 (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or participate in certain “benchmarks”, (ii) triggering changes in the rules or methodologies used in certain “benchmarks”, and/or (iii) leading to the discontinuance, unavailability or disappearance of certain “benchmarks”.

Separately, the euro risk free-rate working group for the euro area has also published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates.

Furthermore, in order to address systemic risk, on 2 February 2021 the Council of the European Union approved the final text of the Regulation (EU) 2021/168 amending the Regulation (EU) 2016/1011 as regards the exemption of certain third-country spot foreign exchange benchmarks and the designation of replacements for certain benchmarks in cessation, and amending Regulation (EU) No 648/2012. The new framework delegates the Commission to designate a replacement for benchmarks qualified as critical under the Regulation 2016/2011, where the cessation or wind-down of such a benchmark might significantly disrupt the functioning of financial markets within the European Union. In particular, the designation of a replacement for a benchmark should apply to any contract and any financial instrument as defined in Directive 2014/65/EU that is subject to the law of a Member State. In addition, with respect to supervised entities, Regulation (EU) 2021/168 extends the transitional period for the use of third-country benchmarks until 2023 and the Commission may further extend this period until 2025 by a delegated act to be passed before 15 July 2023. On 10 February 2021 the Council of the European Union adopted the Regulation (EU) 2021/168 that was published in the Official Journal on 12 February 2021 and entered into force on the following day.

Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark, (ii) triggering changes in the rules or methodologies used in the benchmarks, and/or (iii) leading to the disappearance of the benchmark.

The Terms and Conditions of the Covered Bonds provide that, if a Benchmark Event (as defined in the Conditions) has occurred (including, but not limited to, an Original Reference Rate (as defined in the Conditions) ceasing to be provided or upon a material change of an Original Reference Rate), if applicable, then the Issuer shall use reasonable endeavours to appoint an Independent Adviser for the purposes of determining a Successor Rate or an Alternative Rate (as further described in Condition 6(i) (Fallback Provisions) of the Terms and Conditions of the Covered Bonds and, if applicable, an Adjustment Spread. If the Issuer is unable to appoint an Independent Adviser or if the Independent Adviser fails to determine the Successor Rate or Alternative Rate, the Issuer may determine the replacement rate, provided that if the Issuer is unable or unwilling to determine the Successor Rate or Alternative Rate, the further fallbacks described in the Terms and Conditions of the Covered Bonds shall apply. In certain circumstances, including but not limited to where the Issuer is unable or unwilling to determine an Alternative Rate, the ultimate fallback for the purposes of calculation of interest for a particular Interest Period may result in the rate of interest of the last preceding Interest Period being used. This may result in effective application of a fixed rate of interest for Covered Bonds initially designated to be Floating Rate Covered Bonds. In addition, due to the uncertainty concerning the availability of Successor Rates and Alternative Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time. The use of a Successor Rate or an Alternative Rate may result in interest payments that are substantially lower than or that do not otherwise correlate over time with the



payments that could have been made on the Covered Bonds if the relevant benchmark remained available in its current form. Furthermore, if the Issuer is unable to appoint an Independent Adviser or if the Independent Adviser fails to determine a Successor Rate or an Alternative Rate or Adjustment Spread, if applicable with the Independent Adviser, the Issuer may have to exercise its discretion to determine (or to elect not to determine) an Alternative Rate or Adjustment Spread, if applicable in a situation in which it is presented with a conflict of interest. In addition, while any Adjustment Spread may be expected to be designed to eliminate or minimise any potential transfer of value between counterparties, the application of the Adjustment Spread to the Covered Bonds may not do so and may result in the Covered Bonds performing differently (which may include payment of a lower interest rate) than they would do if the Original Reference Rate were to continue to apply in its current form.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation or any of the international or national reforms and the possible application of the benchmark replacement provisions of the Covered Bonds, investigations and licensing issues in making any investment decision with respect to any Covered Bonds linked to or referencing a “benchmark”.

#### ***Tax changes may affect the tax treatment of the Covered Bonds***

Law No. 111 of 9 August 2023, published in the Official Gazette No. 189 of 14 August 2023 ("**Law 111**"), delegates power to the Italian government to enact, within twenty-four months from its publication, one or more legislative decrees implementing the reform of the Italian tax system (the "**Tax Reform**").

According to Law 111, the Tax Reform will significantly change the taxation of financial incomes and capital gains and introduce various amendments in the Italian tax system at different levels. The precise nature, extent, and impact of these amendments cannot be quantified or foreseen with certainty at this stage.

The information provided in this Base Prospectus may not reflect the future tax landscape accurately.

Investors should be aware that the amendments that may be introduced to the tax regime of financial incomes and capital gains could increase the taxation on interest, similar income and/or capital gains accrued or realised under the Covered Bonds and could result in a lower return of their investment.

Prospective investors should consult their own tax advisors regarding the tax consequences described above.

#### ***Covered Bonds issued at a substantial discount or premium***

The issue price of Covered Bonds specified in the applicable Final Terms may be more than the market value of such Covered Bonds as of the issue date, and the price, if any at which a Dealer or any other person willing to purchase the Covered Bonds in secondary market transactions may be lower than the issue price.

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities. This may negatively affect the market value and secondary market (if any) of the Covered Bonds.

#### ***Modification, waivers and substitution***

The Conditions contain provisions for calling meetings of Covered Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Covered Bondholders including Covered Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.

The Conditions and the Programme Documents may only be modified in accordance with the Rules of the

Organisation of the Covered Bondholders and, in the case of the Programme Documents, by agreement in writing signed by or on behalf of the parties to the relevant Programme Documents. Any such modification shall be notified in advance to the Representative of the Covered Bondholders and the Rating Agency and agreed upon by the Representative of the Covered Bondholders and shall be binding on the Other Creditors.

Any modification to the relevant swap basic term modification, if any, must be previously approved in writing by the relevant Liability Swap Provider. The Liability Swap Provider agrees to subscribe any other amendment of the Programme Documents to which is party which have been agreed with the Representative of the Covered Bondholders in accordance with the above.

### **Risks related to the Guarantor**

#### ***Guarantor only obliged to pay Guaranteed Amounts when they are due for payment***

The Guarantor has no obligation to pay any Guaranteed Amounts payable under the Covered Bond Guarantee until the delivery of an Issuer Default Notice, which may be delivered after the occurrence of (i) an Issuer Event of Default or (ii) a Resolution Event, unless the Issuer has fulfilled its payment obligations under the Covered Bonds by the relevant payment date. Such provision complies with Article 5 of the Directive (EU) 2019/2162, pursuant to which the payment obligations attached to Covered Bonds are not subject to automatic acceleration (which would be the case if a Guarantor Default Notice is delivered) upon the insolvency or resolution of the Issuer. Following service of an Issuer Default Notice on the Issuer and the Guarantor, under the terms of the Covered Bond Guarantee the Guarantor will only be obliged to pay Guaranteed Amounts as and when the same are due for payment on each Interest Payment Date, provided that, in the case of any amounts representing the Final Redemption Amount due and remaining unpaid as at the original Maturity Date, the Guarantor may pay such amounts on any Interest Payment Date thereafter, up to (and including) the Extended Maturity Date and in the case of the Covered Bonds whose principal is payable in instalments, the Guarantor may defer such instalments for a period of one year until the relevant Extended Instalment Date. Such Guaranteed Amounts will be paid subject to and in accordance with the Guarantee Priority of Payments or the Post-Enforcement Priority of Payments, as applicable. In these circumstances the Guarantor will not be obliged to pay any other amounts in respect of the Covered Bonds which become payable for any other reason.

Subject to any grace period, if the Guarantor fails to make a payment when due for payment under the Covered Bond Guarantee or any other Guarantor Event of Default occurs, then the Representative of the Covered Bondholders will accelerate the obligations of the Guarantor under the Covered Bond Guarantee by service of a Guarantor Default Notice, whereupon the Representative of the Covered Bondholders will have a claim under the Covered Bond Guarantee for an amount equal to the Early Termination Amount of each Covered Bond, together with accrued interest and all other amounts then due under the Covered Bonds. Following service of a Guarantor Default Notice, the amounts due from the Guarantor shall be applied by the Representative of the Covered Bondholders in accordance with the Post-Enforcement Priority of Payments, and Covered Bondholders will receive amounts from the Guarantor on an accelerated basis. If a Guarantor Default Notice is served on the Guarantor, then the Covered Bonds may be repaid sooner or later than expected or not at all.

#### ***Limited resources available to the Guarantor***

Following the occurrence of an Issuer Event of Default and service of an Issuer Default Notice on the Issuer and on the Guarantor, the Guarantor will be under an obligation to pay the Covered Bondholders pursuant to the Covered Bond Guarantee. The Guarantor's ability to meet its obligations under the Covered Bond Guarantee will depend on (a) the amount of interest and principal generated by the Portfolio and the timing thereof and (b) amounts received from the Swap Providers. The Guarantor will not have any other source of funds available to

meet its obligations under the Covered Bond Guarantee.

If a Guarantor Event of Default occurs and the Covered Bond Guarantee is enforced, the proceeds of enforcement may not be sufficient to meet the claims of all the secured creditors, including the Covered Bondholders. If, following enforcement and realisation of the assets in the Cover Pool, creditors have not received the full amount due to them pursuant to the terms of the Programme Documents, then they may still have an unsecured claim against the Issuer for the shortfall.

There is no guarantee that the Issuer will have sufficient funds to pay that shortfall. Covered Bondholders should therefore be aware of the fact that, in such circumstances, the Guarantor may not be able to pay interest and repay principal of the Covered Bonds in full.

### ***Reliance of the Guarantor on third parties***

The Guarantor has entered into agreements with a number of third parties, which have agreed to perform services for the Guarantor. In particular, but without limitation, the Servicer has been appointed to service Portfolios sold to the Guarantor and the Test Calculation Agent has been appointed to calculate and monitor compliance with the Statutory Tests, the Asset Coverage Test and the Amortisation Test. In the event that any of these parties fails to perform its obligations under the relevant agreement to which it is a party, the realisable value of the Cover Pool or any part thereof or pending such realisation (if the Cover Pool or any part thereof cannot be sold) the ability of the Guarantor to make payments under the Covered Bond Guarantee may be affected. For instance, if the Servicer has failed to administer the Residential Mortgage Loans adequately, this may lead to higher incidences of non-payment or default by Debtors. The Guarantor is also reliant on the Swap Providers to provide it with the funds matching its obligations under the Covered Bond Guarantee, as described in the following two investment considerations.

If a Servicer Termination Event occurs pursuant to the terms of the Servicing Agreement, then the Guarantor and/or the Representative of the Covered Bondholders will be entitled to terminate the appointment of the Servicer and appoint a Substitute Servicer in its place. There can be no assurance that a Substitute Servicer with sufficient experience of administering mortgages of residential properties would be found who would be willing and able to service the Residential Mortgage Loans on the terms of the Servicing Agreement. The ability of Substitute Servicer to perform fully the required services would depend, among other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a Substitute Servicer may affect the realisable value of the Cover Pool or any part thereof, and/or the ability of the Guarantor to make payments under the Covered Bond Guarantee.

The Servicer does not have any obligation to advance payments if the Debtors fail to make any payments in a timely fashion. Covered Bondholders will have no right to consent to or approve of any actions taken by the Servicer under the Servicing Agreement.

The Representative of the Covered Bondholders is not obliged in any circumstances to act as the Servicer or to monitor the performance by the Servicer of its obligations.

### ***Reliance on Swap Providers***

To hedge against possible variations in the performance of the indexations in the Portfolio and EURIBOR with a certain designated maturity, the Guarantor may enter into one or more Asset Swap Agreements with one or more Asset Swap Providers. In addition, to mitigate against interest rate, basis risk, currency and/or other risks in respect of each Series of Covered Bonds issued under the Programme, the Guarantor is expected to enter into one or more Liability Swap Agreements with one or more Liability Swap Providers in respect of each Series.

If the Guarantor fails to make timely payments of amounts due under any Swap Agreement that may be entered

into, then it will (unless otherwise stated in the relevant Swap Agreement) have defaulted under that Swap Agreement. A Swap Provider, unless otherwise stated in the relevant Swap Agreement, is only obliged to make payments to the Guarantor as long as the Guarantor complies with its payment obligations under the relevant Swap Agreement.

In circumstances where non-payment by the Guarantor under a Swap Agreement does not result in a default under that Swap Agreement, the Swap Provider may be obliged to make payments to the Guarantor pursuant to the Swap Agreement as if payment had been made by the Guarantor. Any amounts not paid by the Guarantor to a Swap Provider may in such circumstances incur additional amounts of interest by the Guarantor, which would rank senior to the amounts due on the Covered Bonds.

If the Swap Provider is not obliged to make payments or if it defaults in its obligations to make payments of amounts in the relevant currency equal to the full amount to be paid to the Guarantor on the payment date under the Swap Agreements, the Guarantor may be exposed to changes in the relevant currency exchange rates to Euro and to any changes in the relevant rates of interest. In addition, subject to the then current ratings of the Covered Bonds not being adversely affected, the Guarantor may hedge only part of the possible risk and, in such circumstances, may have insufficient funds to make payments under the Covered Bonds or the Covered Bond Guarantee.

If a Swap Agreement terminates, then the Guarantor may be obliged to make a termination payment to the relevant Swap Provider. There can be no assurance that the Guarantor will have sufficient funds available to make such termination payment, nor can there be any assurance that the Guarantor will be able to enter into a replacement swap agreement with an adequately rated counterparty. In addition the Swap Agreements may provide that notwithstanding the downgrading of a Swap Provider and the failure by such Swap Provider to take the remedial action set out in the relevant Swap Agreement, the Guarantor may not terminate the Swap Agreement until a replacement swap provider has been found. There can be no assurance that the Guarantor will be able to enter into a replacement swap agreement with a replacement swap counterparty with the required ratings.

If the Guarantor is obliged to pay a termination payment under any Swap Agreement, such termination payment will, following the service of an Issuer Default Notice, rank *pari passu* and *pro rata* with amounts due to Covered Bondholders under the Covered Bond Guarantee.

Following the service of an Issuer Default Notice, payments by the Guarantor under the Liability Swap Agreements and Asset Swap Agreements, including any termination payment due and payable by the Guarantor except where the relevant Swap Provider is the Defaulting Party or the Sole Affected Party, will rank *pari passu* and *pro rata* to amounts due on the Covered Bonds under the Covered Bond Guarantee. Accordingly, the obligation to pay a termination payment may adversely affect the ability of the Guarantor to meet their respective obligations under the Covered Bonds or the Covered Bond Guarantee.

#### ***Differences in timings of obligations under the Liability Swap Agreements***

With respect to any Liability Swap Agreements, it is expected that the Guarantor will pay to the relevant Liability Swap Provider on each Guarantor Payment Date a fixed rate or a floating rate option such as, for Series of Covered Bonds denominated in Euro, a floating rate linked to EURIBOR. Each Liability Swap Provider is expected to make corresponding swap payments to the Guarantor on the Interest Payment Date of the relevant Series of Covered Bonds, which could be any date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms (as adjusted in accordance with the applicable Business Day Convention specified in the relevant Final Terms).

Due to the mis-match in timing of payments under the Liability Swap Agreements, on many Guarantor Payment

Dates, the Guarantor will be required to make a payment to the Liability Swap Provider without receiving a payment in return and therefore there can be no netting of payments except on the date when the Liability Swap Provider is required to make a payment to the Guarantor.

***No gross up on withholding tax***

In respect of payments made by the Guarantor under the Covered Bond Guarantee, to the extent that the Guarantor is required by law to withhold or deduct any present or future taxes of any kind imposed or levied by or on behalf of the Republic of Italy from such payments, the Guarantor will not be under an obligation to pay any additional amounts to Covered Bondholders, irrespective of whether such withholding or deduction arises from existing legislation or its application or interpretation as at the relevant Issue Date or from changes in such legislation, application or official interpretation after the Issue Date.

***Sale of Eligible Assets following the occurrence of an Issuer Event of Default***

If an Issuer Default Notice is served on the Issuer and the Guarantor, then the Guarantor will be obliged to sell Eligible Assets (selected on a random basis) in order to make payments to the Guarantor's creditors including making payments under the Covered Bond Guarantee, see "*Overview of the Programme Documents*" - "*Cover Pool Management Agreement*".

There is no guarantee that a buyer will be found to acquire Eligible Assets at the times required and there can be no guarantee or assurance as to the price which can be obtained for such Eligible Assets, which may affect payments under the Covered Bond Guarantee. However, the Eligible Assets may not be sold by the Guarantor for less than an amount equal to the Required Outstanding Principal Balance Amount for the relevant Series of Covered Bonds until six months prior to the Maturity Date in respect of such Covered Bonds or (if the same is specified as applicable in the relevant Final Terms) the Extended Maturity Date under the Covered Bond Guarantee in respect of such Covered Bonds. If the Eligible Assets have not been sold or otherwise liquidated in an amount equal to the Required Outstanding Principal Balance Amount by the date which is six months prior to, as applicable, the Maturity Date or Extended Maturity Date, and the Guarantor does not have sufficient other funds, the Guarantor is obliged to sell such Eligible Assets for the best price reasonably available notwithstanding that such price may be less than the Required Outstanding Principal Balance Amount and provided that the Guarantor will sell or liquidate further Eligible Assets as are necessary to generate proceeds at least equal to the Required Outstanding Principal Balance Amount.

**Risks related to the underlying**

***Limited description of the Cover Pool***

Covered Bondholders will not receive detailed statistics or information in relation to the Residential Mortgage Loans in the Cover Pool, because it is expected that the constitution of the Cover Pool will frequently change due to, for instance:

- the Seller selling further Residential Mortgage Loans (or types of loans, which are of a type that have not previously been comprised in the relevant Portfolio transferred to the Guarantor); and
- the Seller repurchasing Residential Mortgage Loans in accordance with the Master Assets Purchase Agreement.

Therefore, the information received by Covered Bondholders may not reflect all and/or the most recent statistics or information in relation to the Residential Mortgage Loans.

However, each Residential Mortgage Loan will be required to meet the Eligibility Criteria (see "*Description of*

*the Cover Pool — Eligibility Criteria*) and will be subject to the representations and warranties set out in the Warranty and Indemnity Agreement – see "*Overview of the Programme Documents – Warranty and Indemnity Agreement*". In addition, the Nominal Value Test is intended to ensure that the aggregate Outstanding Principal Balance of the Cover Pool is at least equal to the Outstanding Principal Amount of the Covered Bonds for so long as Covered Bonds remain outstanding and the Test Calculation Agent will provide reports that will set out certain information in relation to the Statutory Tests.

***Factors that may affect the realisable value of the Cover Pool or the ability of the Guarantor to make payments under the Covered Bond Guarantee***

Following Default Notice on the Issuer and on the Guarantor, the realisable value of Eligible Assets comprised in the Cover Pool may be reduced (which may affect the ability of the Guarantor to make payments under the Covered Bond Guarantee) by:

- default by Debtors of amounts due on their Residential Mortgage Loans;
- changes to the lending criteria of the Seller;
- set-off risks in relation to some types of Residential Mortgage Loans in the Cover Pool;
- Usury Law;
- compounding interest;
- mortgage borrower protection; and
- renegotiations of floating rate Residential Mortgage Loans.

Each of these factors is considered in more detail below. However, it should be noted that the Statutory Tests, the Asset Coverage Test, the Amortisation Test and the Eligibility Criteria are intended to ensure that there will be an adequate amount of Residential Mortgage Loans in the Cover Pool and moneys standing to the credit of the Accounts to enable the Guarantor to repay the Covered Bonds following an Issuer Event of Default, service of an Issuer Default Notice on the Issuer and on the Guarantor and accordingly it is expected (although there is no assurance) that Eligible Assets could be realised for sufficient prices to enable the Guarantor to meet its obligations under the Covered Bond Guarantee.

***Default by Debtors in paying amounts due on their Residential Mortgage Loans***

Debtors may default on their obligations due under the Residential Mortgage Loans for a variety of reasons. The Residential Mortgage Loans are affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal, such as changes in the national or international economic climate, regional economic or housing conditions, changes in tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Other factors in Debtors' individual, personal or financial circumstances may affect the ability of Debtors to repay the Residential Mortgage Loans. Loss of earnings, illness, divorce and other similar factors may lead to an increase in default by and bankruptcies of Debtors, and could ultimately have an adverse impact on the ability of Debtors to repay the Residential Mortgage Loans. In addition, the ability of a borrower to sell a property given as security for Residential Mortgage Loan at a price sufficient to repay the amounts outstanding under that Residential Mortgage Loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time. Investors should be aware that the abovementioned circumstances may have a negative impact on the future cashflows of the Issuer and on its ability to pay interest and principal of the Covered Bonds.

### ***Changes to the lending criteria of the Seller***

Each of the Residential Mortgage Loans originated by the Seller will have been originated in accordance with its lending criteria at the time of origination. It is expected that the Seller's lending criteria will generally consider type of property, term of loan, age of applicant, the loan-to-value ratio, mortgage indemnity guarantee policies, high loan-to-value fees, status of applicants and credit history. In the event of the sale or transfer of any Residential Mortgage Loans to the Guarantor, the Seller will warrant that such Residential Mortgage Loans were originated in accordance with the Seller's lending criteria applicable at the time of origination. The Seller retains the right to revise its lending criteria from time to time subject to the terms of the Master Assets Purchase Agreement. However, if such lending criteria change in a manner that affects the creditworthiness of the Residential Mortgage Loans, that may lead to increased defaults by Debtors and may affect the realisable value of the Cover Pool and the ability of the Guarantor to make payments under the Covered Bond Guarantee. However, it should be noted that Defaulted Receivables in the Cover Pool will be given a reduced weighting for the purposes of the calculation of the Statutory Tests, the Asset Coverage Test and the Amortisation Test.

The ability of the Guarantor to recover payments of interest and principal from the Residential Mortgage Loans is subject to a number of legal risks. These include the risks set out below.

### ***Set-off risks***

The assignment of receivables under the Securitisation and Covered Bond Law is governed by article 58, paragraph 2, 3 and 4, of the Consolidated Banking Act. According to the prevailing interpretation of such provision, such assignment becomes enforceable against the relevant debtors as of the later of (i) the date of the publication of the notice of assignment in the Official Gazette of the Republic of Italy (*La Gazzetta Ufficiale della Repubblica Italiana*), and (ii) the date of registration of the notice of assignment in the local Companies' Registry. Consequently, the rights of the Guarantor may be subject to the direct rights of the Debtors against the Seller or, as applicable the relevant Originator, including rights of set-off on claims arising existing prior to notification in the Official Gazette and registration at the local Companies' Registry. In addition, the exercise of set-off rights by Debtors may adversely affect any sale proceeds of the Cover Pool and, ultimately, the ability of the Guarantor to make payments under the Covered Bond Guarantee.

Moreover, Destinazione Italia Decree introduced certain amendments to article 4 of the Securitisation and Covered Bond Law. As a consequence of such amendments, it is now expressly provided by the Securitisation and Covered Bond Law that the Debtors cannot exercise rights of set-off against the Guarantor on claims arising vis-à-vis the Seller after the publication of the notice of assignment in the Official Gazette of the Republic of Italy (*Gazzetta Ufficiale della Repubblica Italiana*).

### ***Usury Law***

Italian Law number 108 of 7 March 1996, as amended by law decree No. 70 of 13 May 2011 (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. 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: (i) 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 (ii) 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. In certain judgements issued during 2000, the Italian Supreme Court (*Corte di Cassazione*) ruled that the Usury Law applied both to loans advanced prior to and after the entry into force of the Usury Law.

On 29 December 2000, the Italian Government issued law decree No. 394 (the "**Decree 394**"), converted into

law by the Italian Parliament on 28 February 2001, which clarified the uncertainty about the interpretation of the Usury Law and provided, *inter alia*, that interest will be deemed to be usurious only if the interest rate agreed by the parties exceeded the Usury Rates at the time when the loan agreement or any other credit facility was entered into or the interest rate was agreed. The Decree 394, as interpreted by the Italian Constitutional Court by decision No. 29 of 14 February 2002, also provided that as an extraordinary measure due to the exceptional fall in interest rates in 1998 and 1999, interest rates due on instalments payable after 31 December 2000 on fixed rate loans (other than subsidised loans) already entered into on the date such decree came into force (such date being 31 December 2000) are to be substituted, except where the parties have agreed to more favourable terms, with a lower interest rate set in accordance with parameters fixed by such decree by reference to the average gross yield of multiannual treasury bonds (*Buoni Tesoro Poliennali*) in the period from January 1986 to October 2000.

According to certain court precedents of the Italian Supreme Court (*Corte di Cassazione*), the remuneration of any given financing must be below the applicable Usury Rate from time to time applicable. Based on this recent evolution of case law on the matter, it will constitute a breach of the Usury Law if the remuneration of a financing is lower than the applicable Usury Rate at the time the terms of the financing were agreed but becomes higher than the applicable Usury Rate at any point in time thereafter. Furthermore, those court precedents have also stated that 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 Rate. That 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. On 3 July 2013, also the Bank of Italy confirmed in an official document that default interest rates should be taken into account for the purposes of the statutory Usury Rates and has acknowledged that there is a discrepancy between the methods utilised to determine the remuneration of any given financing (which must include default rates) and the applicable statutory Usury Rates against which the former must be compared.

To solve such a contrast between different Italian Supreme Court (*Corte di Cassazione*) decisions, a recent decision by the Italian Supreme Court (*Corte di Cassazione*) joint sections (*Sezioni Unite*) (n. 24675 dated 18 July 2017) finally stated that interest rates which were compliant with the Usury Rate as at the time of the execution of the financing agreements but exceeded such threshold thereafter, are lawful also from a civil law perspective falling outside of the scope of the Usury Law.

In addition, the Italian Supreme Court (*Corte di Cassazione*) joint sections (*Sezioni Unite*) (n. 19597 dated 18 September 2020) stated that, in order to assess whether a loan complies with the Usury Law, also default interest rates shall be included in the calculation of the remuneration to be compared with the Usury Rates. In this respect, should that remuneration be higher than the Usury Rates, only the 'type' of rate which determined the breach shall be deemed as null and void. As a consequence, the entire amount referable to the rate which determined the breach of said threshold shall be deemed as unenforceable according to the last interpretation of the Supreme Court.

If the Usury Law were to be applied to the Receivables and the Residential Mortgage Loan Agreements, the amount payable by the Issuer to the Covered Bondholders may be subject to reduction, renegotiation or repayment. The occurrence of such event shall reduce the amount of collections and recoveries of the Issuer with a negative impact of its ability to pay interest and repay principal under the Covered Bonds.

### ***Compound interest***

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 six months or 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 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. However, a number of recent judgements from Italian courts (including judgements from the Italian Supreme Court (*Corte di Cassazione*) have held that such practices may not be defined as customary practices. 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 Residential Mortgage Loans may be prejudiced. Therefore, potential investors should be aware of the potential negative impact of application by the merits courts of such interpretation of the Italian Civil Code on the recoveries and cash flows of the Issuer.

In this respect, it should be noted that Article 25, paragraph 3, of legislative decree No. 342 of 4 August 1999 (“**Decree No. 342**”), enacted by the Italian Government under a delegation granted pursuant to law No. 142 of 19 February 1992, has considered the capitalisation of accrued interest (*anatocismo*) made by banks prior to the date on which it came into force (19 October 1999) to be valid. After such date, the capitalisation of accrued interest is no longer possible upon the terms established by a resolution of the CICR issued on 22 February 2000. Law No. 342 has been challenged and decision No. 425 of 17 October 2000 of the Italian Constitutional Court has declared as unconstitutional under the provisions of Law No. 342 regarding the validity of the capitalisation of accrued interest made by banks prior to the date on which Law No. 342 came into force.

Article 17 bis of law decree 18 of 14 February 2016 as converted into Law no. 49 of 8 April 2016 amended article 120, paragraph 2, of the Consolidated Banking Act, providing that the accrued interest shall not produce further interests, except for default interests, and are calculated exclusively on the principal amount. On 8 August 2016, the decree no. 343 of 3 August 2016 issued by the Minister of Economy and Finance, in his quality of President of the CICR, implementing article 120, paragraph 2, of the of the Consolidated Banking Act, has been published. 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 Base Prospectus and may have a potential negative impact on the Portfolio. Indeed, 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 Residential Mortgage Loans may be prejudiced. The occurrence of such event shall reduce the amount of collections and recoveries of the Guarantor with a negative impact of its ability to fulfil its obligations under the Covered Bond Guarantee.

Please make reference to section “*The Issuer*” – Paragraph “*Litigation on the matter of compound interest/usury*” on page 161 of this Base Prospectus for further details in respect of the Issuer.

### ***Mortgage borrower protection***

Certain legislation enacted in Italy has given new rights and certain benefits to mortgage debtors and/or reinforced existing rights, including, inter alia, and as better regulated under the relevant applicable laws and regulations, (i) the right of prepayment of the principal amount of the mortgage loan, without incurring a penalty or, as applicable, at a reduced penalty rate, (ii) the right to the substitution (*portabilità*) of a mortgage loan with another mortgage loan, (iii) the right of first home-owners to suspend instalment payments under mortgage loans up to a maximum of two times and for a maximum aggregate period of 18 months, (iv) the right to suspend the payment of principal instalments relating to mortgage loans for a 12 months period, (v) the automatic suspension of instalment payments of mortgages and loans, up to certain periods, to residents, both individuals and businesses, in certain municipalities affected by environmental disasters and listed in the relevant laws and regulations.

The consequence of the above is that a material part of the Portfolio could be subject to suspension of payments, as consequence of which the Issuer may envisage certain negative impacts, which may not be predicted as at the date of this Base Prospectus, including negative cash shortfalls which could affect the ability of the issuer to pay timely interest on the Covered Bonds and/or increase in the activities necessary for the servicing of the Portfolio.

### ***Renegotiations of floating rate Residential Mortgage Loans***

Law Decree No. 93 of 27 May 2008 (“**Law Decree 93**”), converted into law No. 126 of 24 July 2008 (“**Law 126**”) which came into force on 29 May 2008, regulates the renegotiation of floating rate mortgage loans granted for the purposes of purchasing, building or refurbishing real estate assets used as main houses.

According to Law 126, the *Ministero dell’Economia e delle Finanze* (*Minister of Economy and Finance*) and the ABI entered into a convention providing for the procedures for the renegotiation of such floating rate mortgage loans (the “**Convention**”).

The Convention applies to floating rate mortgage loan agreements entered into or taken over (*accolati*), also further to the parcelling (*frazionamento*) of the relevant mortgages, before 29 May 2008. Pursuant to the Convention, the instalments payable by a borrower under any of such mortgage loan agreements will be recalculated applying (a) a fixed interest rate (equal to the average of the floating rate interest rates applied under the relevant mortgage loan agreement during 2006) on the initial principal amount and for the original final maturity date of the relevant mortgage loan, or (b) if the mortgage loan has been entered into, renegotiated or taken over (*accolato*) after 31 December 2006, the parameters used for the calculation of the first instalment due after the date on which the mortgage loan has been entered into, renegotiated or taken over (*accolato*). The difference between the amount to be paid by the borrower as a result of such recalculation and the amount that the borrower would have paid on the basis of the original instalment plan will be (a) if negative, debited to a bank account on which interest will accrue in favour of the lender at the lower of (i) the rate equal to 10 (ten) IRS (interest rate swap) plus a spread of 0.50, and (ii) the rate applicable pursuant to the relevant mortgage loan, each of them calculated, in a fixed amount, on the renegotiation date, or (b) if positive, credited to such bank account. After the original final maturity date of the mortgage loan, the outstanding debt on the bank account will be repaid by the borrower through constant instalments equal to the ones resulting from the renegotiation, and the amortisation plan will be determined on the basis of the lower of (a) the rate applicable on the bank account, and (ii) the rate applicable pursuant to the relevant mortgage loan, as calculated, in a fixed amount, on the original final maturity date of the mortgage loan.

The legislation referred to in each subparagraph above may constitute an adverse effect on the Cover Pool and, in particular, on any cash flow projections concerning the Cover Pool as well as on the over-collateralisation required.

### ***Mortgage Credit Directive***

In Italy the Government has approved the Legislative Decree no. 72 of 21 April 2016 (the “**Mortgage Legislative Decree**”), implementing the Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (the “**Mortgage Credit Directive**”) sets out a common framework for certain aspects of the laws, regulations and administrative provisions of the Member States concerning agreements covering credit for consumers secured by a mortgage or otherwise relating to residential immovable property.

The Mortgage Legislative Decree clarifies that the new legal framework shall apply, inter alia, to (i) residential

mortgage loans and (ii) loans relating to the purchase or preservation of the property rights on a residential immovable.

Moreover such decree sets forth certain rules of correctness, diligence and transparency and information undertakings applicable to the lenders and intermediaries which offer loans to the consumers and provides that without prejudice to article 2744 of Italian civil code, the parties may expressly agree in a specific clause at the closing of a loan agreements that in case of breach of the borrower's payment obligations under the agreement (i.e. non-payment of an amount equal to eighteen loan instalments due and payable by the debtor) the transfer or the sale of the mortgaged assets has as a consequence that the entire debt is settled even if the value of the assets or the proceeds deriving from the sale of the assets is lower than the remaining amount due by the debtor in relation to the loan. Otherwise if the estimated value of the assets or the proceeds deriving from the sale of the assets is higher than the remaining amount due by the debtor, the excess amount shall be returned to the consumer. According to the Mortgage Legislative Decree the Bank of Italy and the Ministry of Economy and Finance shall enact implementing provisions of such decree. In this respect, on 30 September 2016, the Bank of Italy has amended the supervisory regulations on transparency and correctness in the relationships between intermediaries and clients (*disposizioni di vigilanza in materia di trasparenza delle operazioni e dei servizi bancari e finanziari; correttezza delle relazioni tra intermediari e clienti*) of 29 July 2009, as subsequently amended, in order to implement the transparency provisions of laid down by the Mortgage Credit Directive and by the Mortgage Legislative Decree.

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 Base Prospectus.

No assurance can be given that the implementation of the Mortgage Legislative Decree will not adversely affect the ability of the Guarantor to make payments under the Covered Bond Guarantee.

#### ***Realisation of assets following the occurrence of a Guarantor Event of Default***

If a Guarantor Event of Default occurs and a Guarantor Default Notice is served on the Guarantor, then the Representative of the Covered Bondholders will be entitled to enforce the Covered Bond Guarantee and to apply the proceeds deriving from the realisation of the Cover Pool towards payment of all secured obligations in accordance with the Post-Enforcement Priority of Payments, as described in the section entitled "*Cashflows*" below.

There is no guarantee that the proceeds of realisation of the Cover Pool will be in an amount sufficient to repay all amounts due to creditors (including the Covered Bondholders) under the Covered Bonds and the Programme Documents. If a Guarantor Default Notice is served on the Guarantor then the Covered Bonds may be repaid sooner or later than expected or not at all. Investors should therefore be aware that following the occurrence of a Guarantor Event of Default the Guarantor may not be able to repay all amounts due under the Covered Bonds.

#### **Risks related to the market generally**

##### ***Limited secondary market***

There is, at present, a secondary market for the Covered Bonds but it is neither active nor liquid, and there can be no assurance that an active or liquid secondary market for the Covered Bonds will develop. The Covered Bonds have not been, and will not be, offered to any persons or entities in the United States of America or

registered under any securities laws and are subject to certain restrictions on the resale and other transfers thereof as set forth under section entitled "*Subscription and Sale*". If an active or liquid secondary market develops, it may not continue for the life of the Covered Bonds or it may not provide Covered Bondholders with liquidity of investment with the result that a Covered Bondholder may not be able to find a buyer to buy its Covered Bonds readily or at prices that will enable the Covered Bondholder to realise a desired yield. Illiquidity may have a severely adverse effect on the market value of Covered Bonds. In addition, Covered Bonds issued under the Programme might not be listed on a stock exchange or regulated market and, in these circumstances, pricing information may be more difficult to be obtained and the liquidity and market prices of such Covered Bonds may be adversely affected. In an illiquid market, an investor might not be able to sell its Covered Bonds at any time at fair market prices. The possibility to sell the Covered Bonds might additionally be restricted by country specific reasons.

### ***Exchange rate risks and exchange controls***

The Issuer will pay principal and interest on the Covered Bonds in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Covered Bonds, (2) the Investor's Currency equivalent value of the principal payable on the Covered Bonds and (3) the Investor's Currency equivalent market value of the Covered Bonds. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Covered Bonds. As a result, investors may receive less interest or principal than expected, or no interest or principal.

### ***Controls over the transaction***

The Bank of Italy Regulations require certain controls to be performed by the Issuer aimed at, *inter alia*, mitigating the risk that any obligation of the Issuer or the Guarantor under the Covered Bonds is not complied with. Whilst the Issuer believes it has implemented the appropriate policies and controls in compliance with the relevant requirements, investors should note that there is no assurance that such compliance ensures that the aforesaid controls are actually performed and that any failure to properly implement the respective policies and controls could have an adverse effect on the Issuer's or the Guarantor's ability to perform their obligations under the Covered Bonds.

### ***Changes of law***

The structure of the Programme and the issue of the Covered Bonds is based on Italian law (and, in the case of the Swap Agreements and the Deed of Charge, English law) in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible change to Italian or English law or administrative practice or to the law applicable to any Programme Document and to administrative practices in the relevant jurisdiction or that any such change will not negatively impact the structure of the Programme and the treatment of the Covered Bonds. Except to the extent that any such changes represent a significant new factor or result in this Base Prospectus containing a material mistake or inaccuracy, in each case which is capable of affecting the assessment of the Covered Bonds, the Issuer and the Guarantor will be under no obligation to update this Base Prospectus to reflect such changes.

On 18 December 2019, the following provisions were published on the Official Journal of the European Union:

- (i) Directive (EU) 2019/2162 of the European Parliament and of the Council of 27 November 2019 on the issue of covered bonds and covered bond public supervision and amending Directives 2009/65/EC and 2014/59/EU (the “**Directive**”); and
- (ii) Regulation (EU) 2019/2160 of the European Parliament and of the Council of 27 November 2019 amending Regulation (EU) No 575/2013 as regards exposures in the form of covered bonds (the “**Regulation**”).

The Regulation and the Directive amend certain provisions of the CRR on covered bonds and introduce standards on the issuance of covered bonds and covered bond public supervision. More in particular, the new Regulation makes certain amendments to the CRR to strengthen the quality of the covered bonds eligible for favourable capital treatment, and the new Directive aims to harmonize the regulation and treatment of covered bonds across EU Member States. The Regulation apply from 8 July 2022.

On 10 February 2022, the European Commission adopted the Delegated Regulation amending liquidity coverage rules for covered bond issuers amending Delegated Regulation (EU) 2015/61 (the “**LCR Delegated Regulation**”) to supplement the CRR on the Liquidity Coverage Ratio (LCR) requirements. The LCR Delegated Regulation is applicable since 8 July 2022 to all credit institutions, including those issuing covered bonds, and it permits credit institutions to treat liquid assets held as part of the cover pool liquidity buffer as unencumbered up to the amount of net liquidity outflows from the associated covered bond programme.

On 8 May 2021, the Law No. 53 of 22 April 2021 (the “**European Delegated Law 2019–2020**”) entered into force. It delegated the Italian Government to implement – inter alia – Directive (EU) 2019/2162.

The Directive (EU) 2019/2162 has been transposed into the Italian legal framework by Decree 190/2021, which designated the Bank of Italy as the competent authority for the public supervision of the covered bonds, which was entrusted with the issuing of the implementing regulations of the Title I-bis of Securitisation and Covered Bond Law, as amended, in accordance with article 3, paragraph 2, of Decree 190/2021. In this respect, the provisions of Securitisation and Covered Bond Law, as amended by Decree 190/2021, apply to covered bonds issued starting from 8 July 2022.

Moreover, following a public consultation launched by the Bank of Italy on 12 January 2023 and ended on 11 February 2023, on 30 March 2023 Bank of Italy issued the 42nd amendment to the Bank of Italy Regulations, providing for the implementing measures referred to under article 3, paragraph 2, of Decree 190/2021. Such amendment to the Bank of Italy Regulations provided for, inter alia, the definition of (i) the criteria for the assessment of the eligible assets and the conditions for including covered bonds among eligible assets for derivative contracts with hedging purposes; (ii) the procedures for calculating hedging requirements; (iii) the conditions for establishing new issuance programmes and the interim discipline regarding new issues under issuance programmes already existing as of 30 March 2023; (iv) the possibility for banks having a rating corresponding at least to credit quality step 3 to act as counterparties of a derivative contract with hedging purposes.

In accordance with the Bank of Italy Regulations, as amended on 30 March 2023, the Bank of Italy did not exercise the option provided for in the Directive (EU) 2019/2162 that allows Member States to lower the threshold of the minimum level of overcollateralization.

As of the date of this Base Prospectus, given the novelty recent amendments to the Bank of Italy Regulations and the Securitisation and Covered Bond Law, the new legislative framework has not yet been tested and thus possible uncertainties of interpretation may arise. Accordingly, there is a risk that certain changes may need to be reflected in the Programme (including the Terms and Conditions of the Covered Bonds) in order for it to continue to be compliant with the Securitisation and Covered Bond Law and the Bank of Italy Regulations. Under

certain conditions provided under the Rules of the Organisation of the Covered Bondholders, the Representative of the Covered Bondholders may, without the consent or sanction of the Covered Bondholders of any Series, concur with the Issuer and/or the Guarantor and any other relevant parties in making modifications to the Programme Documents which, *inter alia*, are of a formal, minor, administrative or technical nature or to comply with mandatory provisions of law, including the Securitisation and Covered Bond Law and the Bank of Italy Regulations, as amended and supplemented from time to time, and the relevant implementation. Prospective investors should therefore inform themselves of the above legal changes, in addition to any other regulatory requirements applicable to their investment in the Covered Bonds.

In addition, it should be noted that regulatory requirements 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 Base Prospectus or of any party and perspective investors under any applicable law or regulation, nor can any assurance be given as to whether any such changes could adversely affect the ability of the Issuer to meet its obligations in respect of the Covered Bonds or the Guarantor to meet its obligations under the Covered Bond Guarantee. Any such change could adversely impact the value of the Covered Bonds.

### ***Regulatory framework***

The Issuer is subject to a complex and strict regulation, as well as to the supervisory activity performed by the relevant institutions (in particular, the European Central Bank, the Bank of Italy and CONSOB). Both aforementioned regulation and supervisory activity are subject, respectively, to continuous updates and practice developments.

Furthermore, and among others, the Issuer – as a bank – is subject to the Directive 2014/59/EU, that is the so-called Bank Recovery and Resolution Directive (“**BRRD**”), as implemented in the Italian legal framework.

Moreover, the Issuer is required to comply with further provisions issued by CONSOB.

The Issuer, besides the supranational and national rules and the primary or regulatory rules of the financial and banking sector, is also subject to specific rules on anti-money laundering, usury and consumer protection.

Although the Issuer undertakes to comply with the set of rules and regulations, any changes of the rules and/or changes of the interpretation and/or implementation of the same by the competent authorities could give rise to new burdens and obligations for the Issuer, with possible negative impacts on the operational results and the economic and financial situation of the Issuer.

For further details, please see the “*Certain Regulatory Aspects Relating to the Issuer*” on page 161 of this Base Prospectus.

### ***European Covered Bond (Premium) Label***

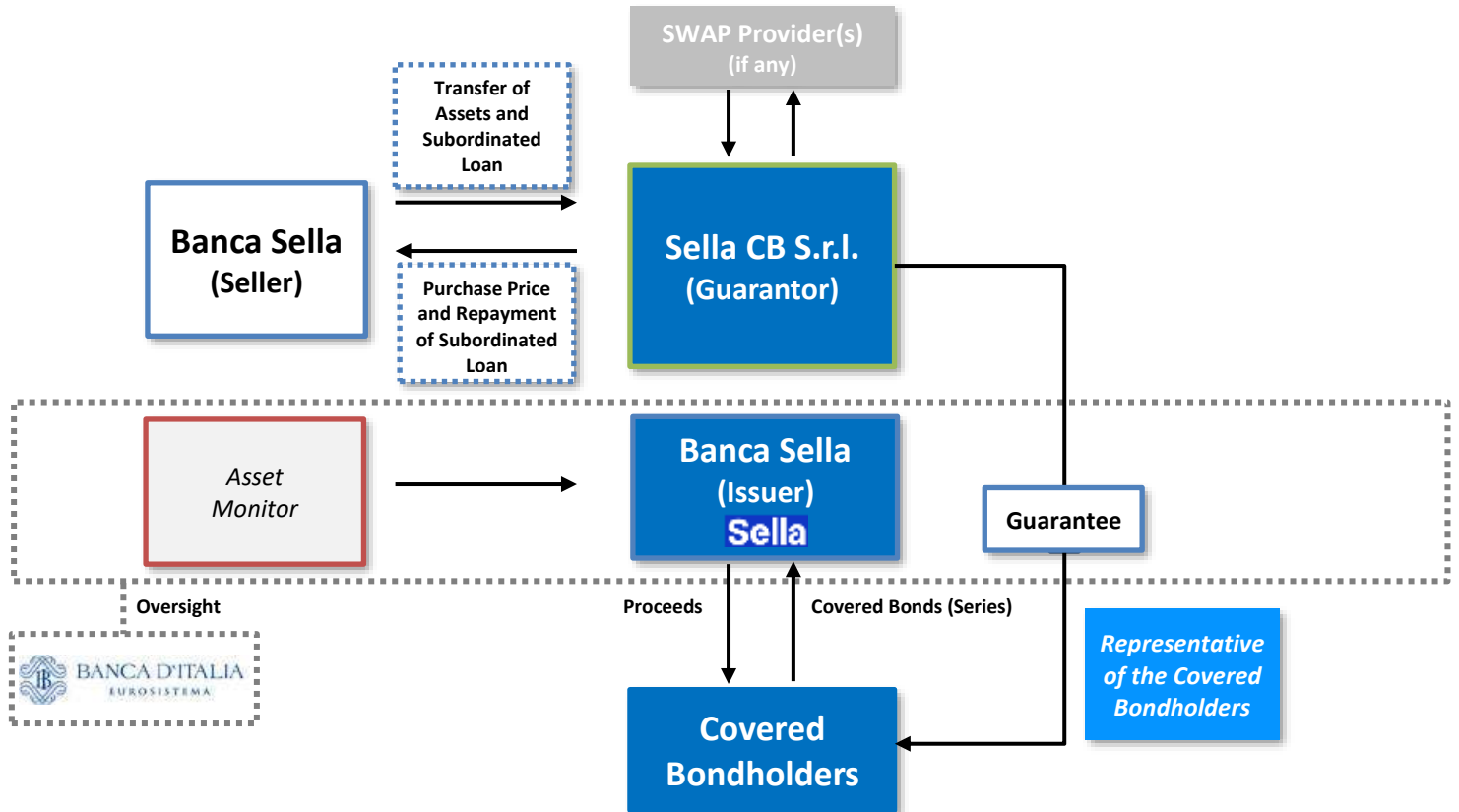
The Covered Bonds to be issued under this Base Prospectus are intended to be labelled as “European Covered Bond (Premium)”, as set out in Article 7–viciesbis of the Securitisation and Covered Bond Law, provided that the Covered Bonds are in compliance with the Securitisation and Covered Bond Law, the Bank of Italy Regulations and the CRR, and the Cover Pool comprises of only assets listed in Article 129(1) of the CRR (and the requirements under paragraphs 1a to 3 of Article 129 of the CRR are met). Given that the labelling of the Covered Bonds as “European Covered Bond (Premium)” depends on the fulfilment of legal requirements under the Securitisation and Covered Bond Law and the CRR, investors should consider, amongst other things, any regulatory impacts when deciding whether or not to purchase any Covered Bonds and assess autonomously the compliance of the Covered Bonds with the applicable regulatory framework at the time when the relevant investment is made and at any time thereafter. No assurance or representation is given as to the assets that

comprise the Cover Pool (including, without limitation, whether such assets comply with Article 129(1) of the CRR) nor as to any label assigned to any Series of Covered Bonds (including, without limitation, where such Covered Bonds are labelled as “European Covered Bond (Premium)”). Furthermore, no assurance is given whether Covered Bonds labelled as European Covered Bond (Premium) will continue to maintain such label even after their issuance.

## OVERVIEW OF THE PROGRAMME

*This section constitutes an overview of the structure relating to the Programme. The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Covered Bonds, the applicable Final Terms. Words and expressions defined elsewhere in this Base Prospectus shall have the same meaning in this overview.*

### Structure Diagram





## INFORMATION INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following information, which has been previously published or is published simultaneously with this Base Prospectus and which have been or are filed with the CSSF:

- (a) English translation of the audited consolidated financial statements of Banca Sella Holding and the English translation of the relevant independent auditor's reports as at and for the year ended on 31 December 2023, available at [https://www.sella.it/SSRDocumentDisplayer?dtdPG=GBS\\_ANNUALEINGLESE2023&dtdPE=1](https://www.sella.it/SSRDocumentDisplayer?dtdPG=GBS_ANNUALEINGLESE2023&dtdPE=1)
- (b) English translation of the audited consolidated financial statements of Banca Sella Holding and the English translation of the relevant independent auditor's reports as at and for the year ended on 31 December 2022, available at [https://www.sella.it/SSRDocumentDisplayer?dtdPG=GBS\\_ANNUALEINGLESE2022&dtdPE=1](https://www.sella.it/SSRDocumentDisplayer?dtdPG=GBS_ANNUALEINGLESE2022&dtdPE=1).
- (c) English translation of the audited financial statements of the Issuer and the English translation of the relevant independent auditor's reports as at and for the year ended on 31 December 2023, available at [https://www.sella.it/SSRDocumentDisplayer?dtdPG=BSE\\_ANNUALEINGLESE2023&dtdPE=1](https://www.sella.it/SSRDocumentDisplayer?dtdPG=BSE_ANNUALEINGLESE2023&dtdPE=1).
- (d) English translation of the audited financial statements of the Issuer and the English translation of the relevant independent auditor's reports as at and for the year ended on 31 December 2022, available at [https://www.sella.it/SSRDocumentDisplayer?dtdPG=BSE\\_ANNUALEINGLESE2022&dtdPE=1](https://www.sella.it/SSRDocumentDisplayer?dtdPG=BSE_ANNUALEINGLESE2022&dtdPE=1).
- (e) English translation of the press release "*Sella, very positive results for 2023 as growth continues*" published on 9 February 2024, available at [https://www.sella.it/SSRDisplayerI?docCode=BSE\\_BILANCIO\\_23\\_EN](https://www.sella.it/SSRDisplayerI?docCode=BSE_BILANCIO_23_EN).
- (f) English translation of the press release "*Sella, positive first quarter 2024 results*" published on 10 May 2024, available at [https://www.sella.it/SSRDisplayerI?docCode=BSE\\_BILANCIO\\_Q1\\_24\\_EN](https://www.sella.it/SSRDisplayerI?docCode=BSE_BILANCIO_Q1_24_EN).

The tables below set out the relevant page references for (i) the statements, the notes, including the accounting policies and the independent auditor's reports relating to the audited consolidated financial statements of Banca Sella Holding as at and for the years ended on 31 December 2023 and 2022, and (ii) the statements, the notes, including the accounting policies and the independent auditor's reports relating to the audited financial statements of the Issuer as at and for the years ended on 31 December 2023 and 2022.

The audited consolidated financial statements of Banca Sella Holding S.p.A. and the audited financial statements of the Issuer are referred to collectively as the "**Financial Statements**", together with the independent auditor's reports thereon are available both in the original in Italian language and in English language. The English language versions represent a direct translation from the Italian language documents. The Issuer is responsible for the English translations of the financial reports incorporated by reference in this Base Prospectus as applicable and declare that such is an accurate and not misleading translation in all material respects of the Italian language version of the Sella Group's and of the Issuer's financial reports.

Copies of the Financial Statements incorporated by reference into this Base Prospectus may be obtained from the registered office of the Issuer and the Sella Group's website [www.sellagroup.eu](http://www.sellagroup.eu). This Base Prospectus and the documents incorporated by reference will also be available on the Luxembourg Stock Exchange's web site ([www.luxse.com](http://www.luxse.com)).

### Cross-reference List

The following tables show, *inter alia*, the information required under Annex 7 of the Prospectus Regulation (in

respect of the Issuer) that can be found in the above-mentioned financial statements incorporated by reference into this Base Prospectus.

<b>Document</b>	<b>Page references refer to the pagination of the aggregate relevant pdf document</b>	
<b><i>Audited consolidated financial statements of Banca Sella Holding as at and for the years ended on 31 December 2023 and 2022</i></b>	<b>2023</b>	<b>2022</b>
Consolidated Management Report – Executive Summary	9–389	8–316
Consolidated Balance Sheet	391–392	318–319
Consolidated Income Statement	393	320
Consolidated Statement of Comprehensive Income	394	321
Statement of Changes in the Consolidated Shareholders' Equity	395–396	322–323
Cash Flows Statement – Consolidated Cash Flows Statement	397–398	324
Explanatory Notes	399–629	325–565
Audit Firm's Report – Independent auditor's report	630–637	566 – 573
<b><i>Audited financial statements of the Issuer as at and for the years ended on 31 December 2023 and 2022</i></b>	<b>2023</b>	<b>2022</b>
Balance Sheet	66–67	70–71
Income Statement	68	72
Statement of Comprehensive Income – Comprehensive Income	69	73
Statement of Changes in Consolidated Shareholders' Equity	70–71	74–75
Cash Flow Statement	72	76
Notes to the Financial Statements	73–278	77–309
Audit Firm's Report – Independent Auditor's Report on the financial statements of the Issuer	279–285	310–317
<b><i>Press release "Sella, very positive results for 2023 as growth continues" published on 9 February 2024</i></b>	Entire Document	

Any information contained in or incorporated by reference in any of the documents specified above which is not included in the cross-reference list in this Prospectus is either not relevant to investors or is covered elsewhere in this Prospectus and, for the avoidance of doubt, unless specifically incorporated by reference into this Prospectus, information contained on the website does not form part of this Prospectus.

#### **SUPPLEMENT TO THE BASE PROSPECTUS**

The Issuer has undertaken, in connection with the listing of the Covered Bonds on the official list of the Luxembourg Stock Exchange, that if there shall occur any adverse change in the business or financial position of the Issuer or any change in the information set out under “Terms and Conditions of the Covered Bonds”, that is material in the context of issuance of Covered Bonds under the Programme, the Issuer will prepare or procure the preparation of a supplement to this Base Prospectus or, as the case may be, publish a new Base Prospectus, for use in connection with any subsequent issue by the Issuer of Covered Bonds to be admitted to trading on the regulated market of the Luxembourg Stock Exchange.

## TERMS AND CONDITIONS OF THE COVERED BONDS

*The following is the text of the terms and conditions of the Covered Bonds (the "**Conditions**" and, each of them, a "**Condition**"). In these Conditions, references to the "**holders**" of Covered Bonds and to the "**Covered Bondholders**" are to the ultimate owners of the Covered Bonds. The Covered Bonds will be held by Euronext Securities Milan (as defined below) on behalf of the Covered Bondholders until redemption and cancellation for the account of each relevant Euronext Securities Milan Account Holder. Euronext Securities Milan shall act as depository for Clearstream and Euroclear. The Covered Bonds will at all times be in book entry form and title to the bonds be evidenced by book entries with Euronext Securities Milan in accordance with the provisions of (i) Italian Legislative Decree No. 58 of 24 February 1998 and (ii) the joint regulation of CONSOB and the Bank of Italy dated 13 August 2018 and published in the Official Gazette No. 201 of 30 August 2018, as subsequently amended and supplemented from time to time.*

*The Covered Bondholders are deemed to have notice of and are bound by, and shall have the benefit of, inter alia, the terms of the Rules of the Organisation of Covered Bondholders attached to, and forming part of, these Conditions. In addition, the applicable Final Terms in relation to any Tranche of Covered Bonds may specify issue-specific details not known on the date of approval which shall, to the extent so specified or to the extent inconsistent with the Conditions, complete the Conditions for the purpose of such Tranche.*

### 1. Introduction

#### (a) **Programme**

Banca Sella S.p.A. ("**Banca Sella**" or the "**Issuer**") has established a covered bond programme (the "**Programme**") for the issuance of up to Euro 3,000,000,000 in aggregate principal amount of covered bonds (the "**Covered Bonds**") guaranteed by Sella CB S.r.l. (the "**Guarantor**"). Covered Bonds are issued pursuant to Title 1–bis of Law No. 130 of 30 April 1999, as amended and supplemented from time to time (the "**Securitisation and Covered Bond Law**") and Part III, Chapter 3, of the Circular No. 285 dated 17 December 2013, as subsequently amended and supplemented, containing the "*Disposizioni di vigilanza per le banche*" (the "**Bank of Italy Regulations**").

#### (b) **Final Terms**

Covered Bonds are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Covered Bonds. Each Tranche is the subject of final terms (the "**Final Terms**") which completes these Conditions. The terms and conditions applicable to any particular Tranche of Covered Bonds are these Conditions as completed by the relevant Final Terms.

#### (c) **Covered Bond Guarantee**

Each Series of Covered Bonds is the subject of a guarantee dated on or about 5 August 2024 (the "**Covered Bond Guarantee**") entered into by the Guarantor for the purpose of guaranteeing the payments due from the Issuer in respect of the Covered Bonds of all Series issued under the Programme and to the Other Issuer Creditors. The Covered Bond Guarantee will be collateralised by a cover pool constituted by certain assets assigned from time to time to the Guarantor pursuant to the Master Assets Purchase Agreement (as defined below) and in accordance with the provisions of the Securitisation and Covered Bond Law and the Bank of Italy Regulations.

#### (d) **Programme Agreement and Subscription Agreements**

In respect of each Tranche of Covered Bonds issued under the Programme, the Relevant Dealer(s) (as defined below) has or have agreed to subscribe for the Covered Bonds and pay the Issuer the issue price specified in the Final Terms for the Covered Bonds on the Issue Date under the terms of a programme

agreement dated on or about 5 August 2024 (the "**Programme Agreement**") between the Issuer, the Guarantor, the Seller, the Representative of the Covered Bondholders, the Arranger and the dealer named therein (the "**Dealer**"), as supplemented (if applicable) by a subscription agreement entered into by the Issuer, the Guarantor and the Relevant Dealer(s) (as defined below) on or around the date of the relevant Final Terms (each a "**Subscription Agreement**"). In the Programme Agreement, the Dealers have appointed Banca Finanziaria Internazionale S.p.A. as representative of the Covered Bondholders (in such capacity, the "**Representative of the Covered Bondholders**"), as described in Condition 12 (*Representative of the Covered Bondholders*).

(e) ***Euronext Securities Milan Mandate Agreement***

In a mandate agreement with Euronext Securities Milan ("**Euronext Securities Milan**") (the "**Euronext Securities Milan Mandate Agreement**"), Euronext Securities Milan has agreed to provide the Issuer with certain depository and administration services in relation to the Covered Bonds.

(f) ***Master Definitions Agreement***

In a master definitions agreement dated on or about 5 August 2024 (the "**Master Definitions Agreement**") between certain of the parties to each of the Programme Documents (as defined below), the definitions of certain terms used in the Programme Documents have been agreed.

(g) ***The Covered Bonds***

Except where stated otherwise, all subsequent references in these Conditions to "**Covered Bonds**" are to the Covered Bonds which are the subject of the relevant Final Terms, but all references to "**each Series of Covered Bonds**" are to (i) the Covered Bonds which are the subject of the relevant Final Terms and (ii) each other Tranche of Covered Bonds issued under the Programme which remains outstanding from time to time.

(h) ***Rules of the Organisation of the Covered Bondholders***

The Rules of the Organisation of the Covered Bondholders are attached to, and form an integral part of, these Conditions. References in these Conditions to the "**Rules of the Organisation of the Covered Bondholders**" include such rules as from time to time modified in accordance with the provisions contained therein and any agreement or other document expressed to be supplemental thereto.

(i) ***Summaries***

Certain provisions of these Conditions are summaries of the Programme Documents and are subject to their detailed provisions. Covered Bondholders are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Programme Documents and the Rules of the Organisation of the Covered Bondholders applicable to them. Copies of the Programme Documents are available for inspection by the Covered Bondholders during normal business hours at the registered office of the Representative of the Covered Bondholders from time to time and, where applicable, at the Specified Offices of the Issuer Paying Agent (as defined below).

## 2. Definitions and Interpretation

(a) ***Definitions***

Unless defined under Condition 1 (*Introduction*) above, in these Conditions the following expressions have the following meanings:

"**Accounts**" means, collectively, the Collection Account, the Reserve Fund Account, the Expenses Account, the Guarantor Payments Account, the Back-up Collection Account, the Back-up Expenses Account, the

Back-up Reserve Fund Account and the Back-up Guarantor Payments Account and any other account opened in the context of the Programme.

**"Account Bank"** means Banca Sella, in its capacity as account bank, or any such other depository institution being an Eligible Institution as may be appointed as such pursuant to the Cash Allocation, Management and Payments Agreement.

**"Additional Business Centre(s)"** means the city or cities specified as such in the relevant Final Terms.

**"Additional Financial Centre(s)"** means the city or cities specified as such in the relevant Final Terms.

**"Amortisation Test"** means the test which will be carried out pursuant clause 3 (*Amortisation Test*) of the Cover Pool Management Agreement in order to ensure, *inter alia*, that, on each Test Calculation Date following the delivery of an Issuer Default Notice (but prior to the service of a Guarantor Default Notice), the Amortisation Test Aggregate Loan Amount will be in an amount at least equal to the Euro Equivalent of the Outstanding Principal Amount of the issued Covered Bonds as calculated on the relevant Test Calculation Date.

**"Amortisation Test Aggregate Loan Amount"** has the meaning ascribed to such term in clause 3.2 (*Amortisation Test Aggregate Loan Amount*) of the Cover Pool Management Agreement.

**"Arranger"** means Banca Finint.

**"Article 74 Event"** means, in respect of the Issuer, the issue of a resolution pursuant to Article 74 of the Consolidated Banking Act.

**"Article 74 Event Cure Notice"** means the notice served by the Representative of the Covered Bondholders to the Issuer, the Seller, the Guarantor and the Asset Monitor informing that an Article 74 Event has been revoked.

**"Asset Coverage Test"** has the meaning ascribed to such term in clause 2.2.4 (*Asset Coverage Test*) of the Cover Pool Management Agreement.

**"Asset Monitor"** means BDO Italia S.p.A., acting in its capacity as asset monitor pursuant to the engagement letter entered into with the Issuer on or about the date hereof and the Asset Monitor Agreement.

**"Asset Monitor Agreement"** means the asset monitor agreement entered into on or about 5 August 2024 between, *inter alios*, the Asset Monitor and the Issuer.

**"Asset Swap Agreement"** means any asset swap agreement that may be entered into between the Guarantor and an Asset Swap Provider.

**"Asset Swap Provider"** means the entity acting as such under any Asset Swap Agreement.

**"Back-up Account Bank"** means BNP Paribas, in its capacity of back-up account bank, or any other entity being an Eligible Institution which may be appointed from time to time as such pursuant to the Cash Allocation, Management and Payments Agreement.

**"Back-up Collection Account"** means the Euro denominated account established in the name of the Guarantor with the Back-up Account Bank, IBAN IT 04 J 03479 01600 000802703100, or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Back-up Expenses Account"** means the Euro denominated account established in the name of the Guarantor with the Back-up Account Bank, IBAN IT 78 K 03479 01600 000802703101, or such other

substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Back-up Guarantor Paying Agent"** means BNP Paribas in its capacity as back-up guarantor paying agent, or any other entity which may be appointed from time to time as such pursuant to the Cash Allocation, Management and Payments Agreement.

**"Back-up Guarantor Payments Account"** means the Euro denominated account established in the name of the Guarantor with the Back-up Account Bank, IBAN IT 32 M 03479 01600 000802703103, or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Back-up Reserve Fund Account"** means the Euro denominated account established in the name of the Guarantor with the Back-up Account Bank, IBAN IT 55 L 03479 01600 000802703102, or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Back-up Servicer Facilitator"** means Banca Finint in its capacity as back-up servicer facilitator, or any other entity which may be appointed as such from time to time pursuant to the Cash Allocation, Management and Payments Agreement.

**"Banca Finint"** means Banca Finanziaria Internazionale S.p.A..

**"Banca Sella"** means Banca Sella S.p.A.

**"Bank of Italy Regulations"** (*Regolamento della Banca d'Italia*) means the regulations relating to covered bonds contained in Part III, Chapter 3 of the "*Disposizioni di vigilanza per le banche*" (*Circolare* No. 285 of 17 December 2013), as amended and supplemented from time to time.

**"Base Prospectus"** means the prospectus prepared in connection with the issue of the Covered Bonds and the establishment and any update of the Programme, as supplemented from time to time.

**"Business Crisis and Insolvency Code"** means the Legislative Decree no. 14 of 12 January 2019 (as amended and supplemented from time to time), containing the regulations of the "Business Crisis and Insolvency Code" (*Codice della Crisi d'Impresa e dell'Insolvenza*).

**"Business Day"** (*Giorno Lavorativo*) means any day on which commercial banks are open for business in Milan and in Luxembourg and in which the real time gross settlement system operated by the Eurosystem (T2) or the substitutive system is open.

**"Business Day Convention"**, in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) **"Following Business Day Convention"** means that the Relevant Date shall be postponed to the first following day that is a Business Day;
- (ii) **"Modified Following Business Day Convention"** or **"Modified Business Day Convention"** means that the Relevant Date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) **"Preceding Business Day Convention"** means that the Relevant Date shall be brought back to the first preceding day that is a Business Day;

- (iv) **"FRN Convention", "Floating Rate Convention" or "Eurodollar Convention"** means that each Relevant Date shall be the date which numerically corresponds to the preceding date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred *provided, however, that*:
- (a) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
  - (b) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
  - (c) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) **"No Adjustment"** means that the Relevant Date shall not be adjusted in accordance with any Business Day Convention.

**"Calculation Amount"** has the meaning given in the relevant Final Terms.

**"Calculation Date"** means both prior to and after the delivery of a Guarantor Default Notice, the date falling on the second Business Day immediately preceding each Guarantor Payment Date.

**"Call Option"** has the meaning given in the relevant Final Terms.

**"Cash Allocation, Management and Payments Agreement"** means the cash allocation, management and payments agreement, entered into on or about 5 August 2024 between, *inter alios*, the Cash Manager, the Account Bank, the Issuer Paying Agent, the Guarantor Paying Agent, the Test Calculation Agent, the Guarantor, the Issuer, the Seller, the Servicer, the Subordinated Lender, the Guarantor Calculation Agent, the Back-up Servicer Facilitator, the Guarantor Corporate Servicer, the Representative of the Covered Bondholders, the Back-up Guarantor Paying Agent and the Back-up Account Bank.

**"Cash Manager"** means Banca Sella, in its capacity as cash manager, or any other entity being an Eligible Institution which may be appointed from time to time as such pursuant to the Cash Allocation, Management and Payments Agreement.

**"Clearstream"** means Clearstream Banking, société anonyme, Luxembourg.

**"Collateral Security"** means any security (including any loan mortgage insurance and excluding Mortgages) granted to the Seller by any Debtor in order to guarantee or secure the payment and/or repayment of any amounts due under the relevant Residential Mortgage Loan Agreement.

**"Collection Account"** means the Euro denominated account established in the name of the Guarantor with the Account Bank, IBAN IT35V0326822300052875895952, or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Collection Date"** means the last calendar day of March, June, September and December of each year.

**"Collection Period"** means each quarterly period commencing on (and including) the first calendar day of January, April, July and October of each year and ending on (and including) the last calendar day of March,



June, September and December and, in the case of the first Collection Period, commencing on (and excluding) the Initial Valuation Date and ending on (and including) the last day of September 2024 (included).

“**Conditions**” means this terms and conditions of the Covered Bonds and “**Condition**” means a clause of them.

“**CONSOB**” means *Commissione Nazionale per le Società e la Borsa*.

“**Consolidated Banking Act**” means Legislative Decree No. 385 of 1 September 1993, as amended and supplemented from time to time.

“**Corporate Servicer**” means Banca Finanziaria Internazionale S.p.A.

“**Corporate Services Agreement**” means the corporate services agreement entered into on or about 1 August 2024, between the Guarantor and the Guarantor Corporate Servicer, pursuant to which the Guarantor Corporate Servicer will provide certain administration services to the Guarantor.

“**Covered Bondholders**” means the holders from time to time of Covered Bonds, title to which is evidenced in the manner described in Condition 3 (*Form, Denomination and Title*).

“**Covered Bonds**” means any and all the covered bonds (*obbligazioni bancarie garantite*) issued or to be issued by the Issuer pursuant to the terms and subject to the conditions of the Programme Agreement.

“**Covered Bond Guarantee**” means the guarantee issued by the Guarantor for the purpose of guaranteeing the payments due by the Issuer to the Covered Bondholders and the Other Issuer Creditors, in accordance with the provisions of the Securitisation and Covered Bond Law and the Bank of Italy Regulations.

“**Covered Bond Instalment Amount**” means the principal amount of a Series of Covered Bonds to be redeemed on a Covered Bond Instalment Date as specified in the relevant Final Terms.

“**Covered Bond Instalment Date**” means a date on which a principal instalment is due on a Series of Covered Bonds as specified in the relevant Final Terms.

“**Covered Bond Instalment Extension Determination Date**” means, with respect to any Covered Bond Instalment Date, the date falling 7 (seven) Business Days after such Covered Bond Instalment Date.

“**Cover Pool**” means the cover pool constituted by, collectively, any Eligible Assets held by the Guarantor in accordance with the provisions of the Securitisation and Covered Bond Law and the Bank of Italy Regulations.

“**Cover Pool Management Agreement**” means the cover pool management agreement entered into on or about 5 August 2024 between, *inter alios*, the Issuer, the Guarantor, the Seller, the Test Calculation Agent, the Asset Monitor and the Representative of the Covered Bondholders.

“**Counterparty Risk Assessment**” and “**CRA**” means (i) the opinion on the likelihood of a default by an issuer on certain senior operating obligations and other contractual commitments, assigned to legal entities by the Rating Agency, or (ii) should such opinion by the Rating Agency not be available, a type of rating equivalent to the ones provided under the definition of “Eligible Institution”.

“**CRR**” means Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, as amended and supplemented from time to time.

“**Day Count Fraction**” means, in respect of the calculation of an amount for any period of time (the “**Relevant Period**”), such day count fraction as may be specified in these Conditions or the relevant Final

Terms and:

- (i) if "**Actual/Actual (ICMA)**" is so specified, means:
- (A) where the Relevant Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Relevant Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
- (B) where the Relevant Period is longer than one Regular Period, the sum of:
1. the actual number of days in such Relevant Period falling in the Regular Period in which it begins divided by the product of (a) the actual number of days in such Regular Period and (b) the number of Regular Periods in any year; and
  2. the actual number of days in such Relevant Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (b) the number of Regular Periods in any year;
- (ii) if "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Relevant Period divided by 365 (or, if any portion of the Relevant Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Relevant Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Relevant Period falling in a non-leap year divided by 365);
- (iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Relevant Period divided by 365;
- (iv) if "**Actual/360**" is so specified, means the actual number of days in the Relevant Period divided by 360;
- (v) if "**30/360**" is so specified, the number of days in the Relevant Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1) + [30 \times (M_2 - M_1) + (D_2 - D_1)]]}{360}$$

where:

- "Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Relevant Period falls;
- "Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Relevant Period falls;
- "M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Relevant Period falls;
- "M<sub>2</sub>" is the calendar month, expressed as number, in which the day immediately following the last day included in the Relevant Period falls;
- "D<sub>1</sub>" is the first calendar day, expressed as a number, of the Relevant Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and
- "D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Relevant Period, unless such number would be

31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (vi) if "30E/360" or "Eurobond Basis" is so specified, the number of days in the Relevant Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1) + [30 \times (M_2 - M_1) + (D_2 - D_1)]]}{360}$$

where:

- "Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Relevant Period falls;
- "Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Relevant Period falls;
- "M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Relevant Period falls;
- "M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Relevant Period falls;
- "D<sub>1</sub>" is the first calendar day, expressed as a number, of the Relevant Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and
- "D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Relevant Period, unless such number would be 31, in which case D<sub>2</sub> will be 30; and

- (vii) if "30E/360 (ISDA)" is so specified, the number of days in the Relevant Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1) + [30 \times (M_2 - M_1) + (D_2 - D_1)]]}{360}$$

where:

- "Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Relevant Period falls;
- "Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Relevant Period falls;
- "M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Relevant Period falls;
- "M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Relevant Period falls;
- "D<sub>1</sub>" is the first calendar day, expressed as a number, of the Relevant Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and
- "D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Relevant Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30,

*provided, however, that* in each such case the number of days in the Relevant Period is calculated from

and including the first day of the Relevant Period to but excluding the last day of the Relevant Period.

"**Dealer(s)**" means Mediobanca and any other entity which may be nominated as such by the Issuer upon execution of a letter in the terms or substantially in the terms set out in schedule 5 (*Form of Dealer Accession Letter*) to the Programme Agreement.

"**Debtor**" means any borrower and any other person, other than a Mortgagor, who entered into a Residential Mortgage Loan Agreement as principal debtor or guarantor or who is liable for the payment or repayment of amounts due in respect of a Residential Mortgage Loan, as a consequence, *inter alia*, of having granted any Collateral Security or having assumed the borrower's obligation pursuant to a Residential Mortgage Loan Agreement under an *accollo*, or otherwise.

"**Decree No. 239**" means Legislative Decree number 239 of 1 April 1996, as amended and/or supplemented from time to time.

"**Deed of Charge**" means the English law deed of charge that may be entered into between the Guarantor and the Representative of the Covered Bondholders (acting on behalf of the Covered Bondholders and the Other Creditors).

"**Deed of Pledge**" means the Italian law deed of pledge entered into, on or about 5 August 2024, between the Guarantor and the Representative of the Covered Bondholders (acting on behalf of the Covered Bondholders and of the Other Creditors).

"**Early Redemption Amount (Tax)**" means, in respect of any Series of Covered Bonds, the principal amount of such Series or such other amount as may be specified in, or determined in accordance with, the Final Terms.

"**Early Termination Amount**" means, in respect of any Series of Covered Bonds, the principal amount of such Series.

"**Eligible Assets**" means the assets contemplated under article 7-*novies* of the Securitisation and Covered Bond Law which are the Residential Mortgage Loans, the Eligible Swap Agreements and the Liquidity Assets.

"**Eligible Institution**" means any bank organised under the laws of any country which is a member of the European Union or the United Kingdom or of the United States (to the extent that United States are a country for which a 0% risk weight is applicable in accordance with the Bank of Italy's prudential regulations for banks – standardised approach), (i) whose short-term deposits are rated at least "P-3" by Moody's (or any other rating level from time to time provided for in the Rating Agency's criteria that do not affect the current rating of the outstanding Covered Bonds) and whose long-term deposits are rated at least "Baa3" by Moody's (or any other rating level from time to time provided for in the Rating Agency's criteria that do not affect the current rating of the outstanding Covered Bonds), or (ii) whose obligations are guaranteed by an entity whose short term bank deposit rating is at least "P-3" by Moody's (or any other rating level from time to time provided for in the Rating Agency's criteria that do not affect the current rating of the outstanding Covered Bonds), and whose long-term bank deposit rating is at least "Baa3" by Moody's (or any other rating level from time to time provided for in the Rating Agency's criteria that do not affect the current rating of the outstanding Covered Bonds).

"**Eligible Investment**" means any senior (unsubordinated) debt securities or other debt instruments (including without limitation, commercial paper, certificate of deposits and bonds) which:

- a) are denominated in Euro;

- b) have a maturity not exceeding the next following Eligible Investment Maturity Date or which are repayable on demand at par together with accrued and unpaid interest, without penalty;
- c) (except in case of deposits) are in the form of bonds, notes, commercial papers or other financial instruments (i) rated at least "Baa3" and/or "P-3" by Moody's, if the relevant maturity is up to the earlier of the next Eligible Investment Maturity Date and 30 calendar days, or (ii) if greater than 30 calendar days, which may be liquidated without loss within to the earlier of the next Eligible Investment Maturity Date and 30 calendar days of a downgrade below "P-3" by Moody's; or
- d) (except in case of deposits) are in the form of bonds, notes, commercial papers or other financial instruments (i) rated at least "Baa2" and/or "P-2" by Moody's, if the relevant maturity is up to the earlier of a) the next Eligible Investment Maturity Date and b) greater than 30 and up to 90 calendar days, or (ii) if greater than 90 calendar days, which may be liquidated without loss within the next Eligible Investment Maturity Date; or
- e) (except in case of deposits) are in the form of bonds, notes, commercial papers or other financial instruments rated at least "A3" and/or "P-1" by Moody's; or
- f) in the case of a deposits, to the extent that such deposits are held by an Eligible Institution rated at least "Baa3" and/or "P-3" by Moody's; or
- g) securities lending transactions with the counterparty acting as borrower regulated under the global master securities lending agreements governed by English law provided that (a) the underlying securities comply with the requirements set out in paragraph (i), (ii) and (iii) above, (b) the counterparty acting as borrower of the Guarantor acting as lender under the securities lending transaction is a credit institution (including, without limitation, the Account Bank, to the extent they qualify as Eligible Institutions) qualifying as an Eligible Institution, (c) such securities lending transactions are immediately repayable on demand subject to a notice period, disposable without penalty or loss or have a maturity date falling no later than the immediately following Eligible Investment Maturity Date, (d) the counterparty acting as borrower of the Guarantor has acceded to the Intercreditor Agreement and has agreed to be bound by the provisions thereof and (e) in case of downgrade of the relevant counterparty below the minimum ratings by Moody's, the Guarantor shall terminate in advance the securities lending transaction within 35 calendar days from the downgrade,

*provided that* (i) such Eligible Investment shall not prejudice the rating assigned to each Series of Covered Bond and shall provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount), (ii) in any event such debt securities or other debt instruments do not consist, in whole or in part, actually or potentially of credit-linked notes or similar claims nor may any amount available to the Guarantor in the context of the Programme otherwise be invested in asset-backed securities, irrespective of their subordination, status, or ranking at any time, and (iii) if any such investments consist of exposures to credit institutions, they shall be exposures to credit institutions qualifying for "credit quality step" 1 or "credit quality step" 2, or exposures in the form of deposits with an original maturity not exceeding 100 days to credit institutions qualifying for "credit quality step" 3 under the CRR.

**"Eligible Swap Agreement"** means each Eligible Asset Swap Agreement, Eligible Liability Swap Agreement and any other swap agreement which meets the requirements of article 7-*decies* of the Securitisation and Covered Bond Law.

**"EURIBOR"** means, with respect to the Covered Bonds, (i) the Euro-Zone Inter-Bank offered rate for Euro deposits, as determined from time to time pursuant to the Programme Documents, or (ii) if such rate is unavailable at such time for Euro deposits, then the rate for the relevant Interest Period shall be calculated pursuant to Condition 6 (i) (*Fallback Provisions*).

**"Euro"**, **"€"** and **"EUR"** refer to the single currency of member states of the European Union which adopt the single currency introduced in accordance with the treaty establishing the European Community.

**"Euroclear"** means Euroclear Bank S.A./N.V..

**"Euro Equivalent"** means has the meaning ascribed to such term in clause 1.2 (*Other Definitions*) of the Cover Pool Management Agreement.

**"Euronext Securities Milan"** means Euronext Securities Milan, having its registered office at Piazza Affari, 6, 20123 Milan, Italy.

**"Euronext Securities Milan Account Holders"** means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Euronext Securities Milan (as *intermediari aderenti*) in accordance with article 83-*quater* of the Financial Law Consolidated Act.

**"Euronext Securities Milan Mandate Agreement"** means the agreement entered into on or about the First Issue Date between the Issuer and Euronext Securities Milan.

**"Extended Instalment Date"** means the date on which a principal instalment in relation to a Series of Covered Bonds becomes due and payable pursuant to the extension of the relevant Covered Bond Instalment Date as specified in the relevant Final Terms.

**"Extended Maturity Date"** means the date on which final redemption payments in relation to a specific Series of Covered Bonds becomes due and payable pursuant to the extension of the relevant Maturity Date in accordance with the relevant Final Terms.

**"Extension Determination Date"** means, with respect to any Series of Covered Bonds, the date falling 7 (seven) Business Days after (and including) the Maturity Date of such Series of Covered Bonds.

**"Extraordinary Resolution"** has the meaning ascribed to such term in the Rules of Organisation of the Covered Bondholders.

**"Final Redemption Amount"** means, in respect of any Series of Covered Bonds, the principal amount of such Series.

**"Final Terms"** means, in relation to any issue of any Series of Covered Bonds, the relevant terms contained in the applicable Programme Documents and, in case of any Series of Covered Bonds to be admitted to listing, the final terms submitted to the appropriate listing authority on or before the Issue Date of the applicable Series of Covered Bonds.

**"Financial Law Consolidated Act"** means Legislative Decree number 58 of 24 February 1998 as amended from time to time.

**"First Guarantor Payment Date"** means 28 October 2024.

**"First Interest Payment Date"** means the date specified in the relevant Final Terms.

**"First Issue Date"** means the date of issuance of the first Series of Covered Bonds.

**"Fixed Coupon Amount"** has the meaning given in the relevant Final Terms.

**"Fixed Rate Provisions"** has the meaning given in the relevant Final Terms.

**"Floating Rate Provisions"** has the meaning given in the relevant Final Terms.

**"Guarantee Priority of Payments"** means the order of priority pursuant to which the Guarantor Available Funds shall be applied, on each Guarantor Payment Date following the delivery of an Issuer Default Notice, but prior to the delivery of a Guarantor Default Notice, in accordance with the terms of the Intercreditor Agreement.

**"Guaranteed Amounts"** means the amounts due from time to time from the Issuer to (i) the Covered Bondholders with respect to each Series of Covered Bonds (excluding any additional amounts payable to the Covered Bondholders under Condition 9(c) (*Gross-up by the Issuer*)) and (ii) the Other Issuer Creditors pursuant to the relevant Programme Documents.

**"Guarantor"** means Sella CB S.r.l., acting in its capacity as guarantor pursuant to the Covered Bond Guarantee.

**"Guarantor Available Funds"** means, collectively, the Interest Available Funds and the Principal Available Funds.

**"Guarantor Calculation Agent"** means Banca Finint acting as guarantor calculation agent, or any such other institution as may be appointed pursuant to the Cash Allocation, Management and Payments Agreement.

**"Guarantor Corporate Servicer"** means Banca Finint, acting in its capacity as corporate servicer of the Guarantor pursuant to the Corporate Services Agreement.

**"Guarantor Default Notice"** means the notice to be delivered by the Representative of the Covered Bondholders to the Guarantor upon the occurrence of a Guarantor Event of Default.

**"Guarantor Event of Default"** has the meaning given to it in Condition 10(d) (*Guarantor Events of Default*).

**"Guarantor Paying Agent"** means Banca Sella, acting in its capacity as guarantor paying agent, or any such other institution as may be appointed pursuant to the Cash Allocation, Management and Payments Agreement.

**"Guarantor Payment Date"** means (a) prior to the delivery of a Guarantor Default Notice, the date falling on the 27<sup>th</sup> day of January, April, July and October of each year or, if such day is not a Business Day, the immediately following Business Day and the First Guarantor Payment Date will be 28 October 2024; and (b) following the delivery of a Guarantor Default Notice, any day on which any payment is required to be made by the Representative of the Covered Bondholders in accordance with the Post-Enforcement Priority of Payments, the relevant Final Terms and the Intercreditor Agreement.

**"Guarantor Payment Period"** means any period commencing on (and including) a Guarantor Payment Date and ending on (but excluding) the immediately following Guarantor Payment Date.

**"Guarantor Payments Account"** means the Euro denominated account established in the name of the Guarantor and held with the Account Bank, IBAN IT63Y0326822300052875895955 or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Initial Portfolio"** means the initial portfolio of Eligible Assets comprising Receivables which has been purchased by the Guarantor from the Seller pursuant to the Master Assets Purchase Agreement.

**"Initial Valuation Date"** means 31 July 2024, at 12:00 p.m..

**"Insolvency Event"** means:

- (A) in respect of the Issuer, that the Issuer is subject to *liquidazione coatta amministrativa* as defined in the Consolidated Banking Act; and
- (B) in respect of any company, entity, or corporation other than the Issuer, that:
  - (i) such company, entity or corporation has become subject to any applicable procedure of judicial liquidation, liquidation, administrative compulsory liquidation, any insolvency proceedings pursuant to the legislation applicable from time to time (including, *inter alia* and by way of example, pursuant to and for the purposes of the Business Crisis and Insolvency Code), instrument or measure for the regulation of crisis and insolvency (including, without limitation, and merely by way of example, the "*concordato preventivo*", "*piano di ristrutturazione soggetto a omologazione*", "*accordi di ristrutturazione dei debiti*", as well as the "*piano attestato di risanamento*" pursuant to the Business Crisis and Insolvency Code), insolvency and/or restructuring procedures or procedures or similar instruments/measures pursuant to the legislation applicable from time to time (including, but not limited to, application for liquidation, restructuring, dissolution procedures, access to any of the measures set forth in the Business Crisis and Insolvency Code) or the whole or any substantial part of the undertaking or assets of such company, entity or corporation are subject to a *pignoramento* or any procedure having a similar effect (other than in the case of the Guarantor, any portfolio of assets purchased by the Guarantor for the purposes of further programme of issuance of Covered Bonds), unless in the opinion of the Representative of the Covered Bondholders (who may in this respect rely on the advice of a legal adviser selected by it), such proceedings are being disputed in good faith with a reasonable prospect of success; or
  - (ii) an application for the commencement (and/or access to) of any of the proceedings under (i) above is made in respect of or by such company or corporation or such proceedings are otherwise initiated against such company, entity or corporation and, in the opinion of the Representative of the Covered Bondholders (who may in this respect rely on the advice of a legal adviser selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success; or
  - (iii) such company, entity or corporation takes any action for a re-adjustment 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, in case of the Guarantor, the creditors under the Programme Documents) 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 applies for suspension of payments; or
  - (iv) an order is made or an effective resolution is passed for the winding-up, liquidation or dissolution in any form of such company, entity or corporation or any of the events under article 2484 of the Italian Civil Code occurs with respect to such company, entity or corporation (except in any such case a winding-up, corporate reorganization or other proceeding for the purposes of or pursuant to a solvent amalgamation or reconstruction,



the terms of which have been previously approved in writing by the Representative of the Covered Bondholders); or

- (v) such company, entity or corporation becomes subject to any proceedings equivalent or analogous to those above under the law of any jurisdiction in which such company or corporation is deemed to carry on business.

**"Instalment"** means with respect to each Residential Mortgage Loan Agreement, each instalment due from the relevant Debtor thereunder and which consists of an Interest Instalment and a Principal Instalment or consists of an Interest Instalment only.

**"Insurance Companies"** means the companies with whom the Insurance Policies are held.

**"Insurance Policies"** means the insurance policies taken out with the Insurance Companies in relation to each Real Estate Asset and each Residential Mortgage Loan.

**"Intercreditor Agreement"** means the intercreditor agreement entered into on or about 5 August 2024 between the Guarantor and the Other Creditors.

**"Interest Amount"** means, in relation to any Series of Covered Bonds and an Interest Period, the amount of interest payable in respect of that Series for that Interest Period.

**"Interest Available Funds"** means, in respect of any Calculation Date, the aggregate of:

- (a) interest collected by or on behalf of the Guarantor in respect of the Cover Pool and credited into the Collection Account during the Collection Period immediately preceding the relevant Calculation Date;
- (b) all recoveries in the nature of interest and fees received by the Servicer and credited to the Collection Account during the Collection Period immediately preceding the relevant Calculation Date;
- (c) all amounts of interest accrued (net of any withholding or expenses, if due) and paid on the Accounts (except for the Expenses Account) during the Collection Period immediately preceding the relevant Calculation Date;
- (d) all interest deriving from the Eligible Investments made using funds standing to the credit of the Accounts realized on or before the immediately preceding Eligible Investment Maturity Date and not yet included in the Interest Available Funds at the previous Calculation Date;
- (e) any payment received on or immediately prior to such Guarantor Payment Date from any Swap Provider other than any Swap Collateral Excluded Amounts and any principal payments under the Swap Agreements;
- (f) all interest amounts received from the Seller by the Guarantor pursuant to the Master Assets Purchase Agreement during the Collection Period immediately preceding the relevant Calculation Date;
- (g) the Reserve Fund Amount standing to the credit of the Reserve Fund Account;
- (h) any amounts (other than the amounts already allocated under other items of the Guarantor Available Funds and other than any principal amounts) received by the Guarantor from any party to the Programme Documents during the Collection Period immediately preceding the relevant Calculation Date; and
- (i) any interest amount recovered by the Guarantor from the Issuer after the enforcement of the

Covered Bond Guarantee during the Collection Period immediately preceding the relevant Calculation Date.

**"Interest Commencement Date"** means the Issue Date of the Covered Bonds or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms.

**"Interest Coverage Test"** has the meaning ascribed to such term in clause 2.2.3 (*Interest Coverage Test*) of the Cover Pool Management Agreement.

**"Interest Determination Date"** has the meaning given in the relevant Final Terms.

**"Interest Instalment"** means the interest component of each Instalment.

**"Interest Payment Date"** means any date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case).

**"Interest Period"** means each period beginning on (and including) an Interest Payment Date (or, in case of the first Interest Period, the Interest Commencement Date) and ending on (but excluding) the next Interest Payment Date (or, in case of the last Interest Period, the Maturity Date).

**"ISDA Definitions"** means the 2006 ISDA Definitions, as amended and updated as at the date of issue of the first Tranche of the Covered Bonds of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc..

**"Issue Date"** has the meaning ascribed to such term, with respect to each Series of Covered Bonds, in the relevant Final Terms.

**"Issuer"** means Banca Sella S.p.A., acting in its capacity as issuer pursuant to the Programme Agreement.

**"Issuer Default Notice"** means the notice to be delivered by the Representative of the Covered Bondholders to the Issuer and the Guarantor upon the occurrence of an Issuer Event of Default.

**"Issuer Downgrading Event"** means the long term Counterparty Risk Assessment on the Issuer being downgraded below the PA Rating.

**"Issuer Event of Default"** has the meaning given to it in Condition 10(a) (*Issuer Events of Default*).

**"Issuer Paying Agent"** means Banca Sella, acting in its capacity as issuer paying agent, or any such other institution as may be appointed pursuant to the Cash Allocation, Management and Payments Agreement.

**"Liability Swap Agreements"** means the swap agreements that may be entered into on or about each Issue Date between the Guarantor and a Liability Swap Provider.

**"Liability Swap Provider"** means any entity acting as a liability swap provider to the Guarantor pursuant to a Liability Swap Agreement.

**"Liquidity Assets"** means the Eligible Assets in accordance with article 7–duodecies, paragraph 2, let. (b) of the Securitisation and Covered Bond Law.

**"Liquidity Reserve Requirement"** has the meaning ascribed to such term in clause 2.7 (*Liquidity Reserve Requirement*) of the Cover Pool Management Agreement.

**"Luxembourg Listing Agent"** means BNP Paribas, Luxembourg Branch.

**"Mandate Agreement"** means the mandate agreement entered into, on or about 5 August 2024 between the Representative of the Covered Bondholders and the Guarantor.

**"Margin"** has the meaning ascribed to such term under the Final Terms.

**"Master Assets Purchase Agreement"** means the master assets purchase agreement entered into on or about 1 August 2024 between the Guarantor and the Seller.

**"Maturity Date"** means each date on which final redemption payments for a Series of Covered Bonds become due in accordance with the Final Terms but subject to it being extended to the Extended Maturity Date.

**"Maximum Rate of Interest"** has the meaning given in the relevant Final Terms.

**"Maximum Redemption Amount"** has the meaning given in the relevant Final Terms.

**"Mediobanca"** means Mediobanca – Banca Di Credito Finanziario S.p.A..

**"Member State"** means a member State of the European Union.

**"Minimum Rate of Interest"** has the meaning given in the relevant Final Terms.

**"Minimum Redemption Amount"** has the meaning given in the relevant Final Terms.

**"Monthly Test Calculation Date"** means, following the delivery of a Test Performance Report assessing that a breach of Test has occurred, the 19<sup>th</sup> day of the month immediately following the date of such Test Performance Report and, thereafter, the 19<sup>th</sup> day of each month until the end of the relevant Test Grace Period in accordance with the Cover Pool Management Agreement, or, if any such day is not a Business Day, the immediately following Business Day.

**"Moody's"** means Moody's Italia S.r.l..

**"Mortgages"** means the mortgage security interests (*ipoteche*) created on the Real Estate Assets pursuant to Italian law in order to secure claims in respect of the Receivables.

**"Mortgagor"** means any person, either a borrower or a third party, who has granted a Mortgage in favour of the Seller to secure the payment or repayment of any amounts payable in respect of a Residential Mortgage Loan, and/or his/her successor in interest.

**"Net Present Value Test"** has the meaning ascribed to such term in clause 2.2.2 (*Net Present Value Test*) of the Cover Pool Management Agreement.

**"New Portfolio"** means any portfolio (other than the Initial Portfolio), comprising Eligible Assets, which may or shall (as applicable) be purchased by the Guarantor from the Seller pursuant to the terms and subject to the conditions of the Master Assets Purchase Agreement and/or the Cover Pool Management Agreement.

**"Nominal Value Test"** has the meaning ascribed to such term in clause 2.2.1 (*Nominal Value Test*) of the Cover Pool Management Agreement.

**"Optional Redemption Amount (Call)"** means, in respect of any Series of Covered Bonds, the principal amount of such Series or such other amount as may be specified in, or determined in accordance with, the Final Terms.

**"Optional Redemption Amount (Put)"** means, in respect of any Series of Covered Bonds, the principal amount of such Series or such other amount as may be specified in, or determined in accordance with, the Final Terms.

**"Optional Redemption Date (Call)"** has the meaning given in the relevant Final Terms.

**"Optional Redemption Date (Put)"** has the meaning given in the relevant Final Terms.

**"Organisation of the Covered Bondholders"** means the association of the Covered Bondholders, organised pursuant to the Rules of the Organisation of the Covered Bondholders.

**"Other Creditors"** means the Seller, the Subordinated Lender, the Servicer, the Representative of the Covered Bondholders, the Guarantor Calculation Agent, the Test Calculation Agent, the Guarantor Corporate Servicer, the Issuer Paying Agent, the Guarantor Paying Agent, the Back-up Guarantor Paying Agent, the Account Bank, the Back-up Account Bank, the Asset Monitor, the Stichting Corporate Services Provider, each Asset Swap Provider (if any), the Portfolio Manager (if any), the Cash Manager, the Back-up Servicer Facilitator and any other creditors which may, from time to time, be identified as such in the context of the Programme.

**"Other Issuer Creditors"** means any entity – other than the Issuer – acting as Issuer Paying Agent, any Liability Swap Provider, the Asset Monitor and any other Issuer's creditor which may from time to time be identified as such in the context of the Programme.

**"Outstanding Principal"** means, on any given date and in relation to any Receivable, the sum of all (i) Principal Instalments due but unpaid at such date; and (ii) the Principal Instalments not yet due at such date.

**"Outstanding Principal Amount"** means, on any date in respect of any Series of Covered Bonds or, where applicable, in respect of all Series of Covered Bonds:

- (i) the principal amount of such Series or, where applicable, all such Series upon issue; *minus*
- (ii) the aggregate amount of all principal which has been repaid prior to such date in respect of such Series or, where applicable, all such Series and, solely for the purposes of Title II (*Meetings of the Covered Bondholders*) of the Rules of the Organisation of Covered Bondholders, the principal amount of any Covered Bonds in such Series of (where applicable) all such Series held by, or by any Person for the benefit of, the Issuer or the Guarantor.

**"Outstanding Principal Balance"** means on any date, (i) in relation to a loan, a bond or any other asset included in the Cover Pool, the aggregate nominal principal amount outstanding of such loan, bond or asset at such date, and (ii) in relation to the Covered Bonds, the aggregate nominal principal amount outstanding of such Covered Bonds at such date as the case may be.

**"PA Rating"** means (i) in case of a CRA assigned by the Rating Agency, Baa3, and (ii) in case such CRA is not available, any equivalent rating level that do not affect the current rating of the outstanding Covered Bonds.

**"Paying Agents"** means the Issuer Paying Agent, the Guarantor Paying Agent and the Back-up Guarantor Paying Agent.

**"Person"** means any individual, company, corporation, firm, partnership, joint venture, association,

organisation, state or agency of a state or other entity, whether or not having separate legal personality.

**"Place of Payment"** means, in respect of any Covered Bondholders, the place at which such Covered Bondholder receives payment of interest or principal on the Covered Bonds.

**"Portfolio Manager"** means the entity appointed as such in accordance with clause 5.6 (*Portfolio Manager*) of the Cover Pool Management Agreement.

**"Post-Enforcement Priority of Payments"** means the order of priority pursuant to which the Guarantor Available Funds shall be applied on each Guarantor Payment Date, following the delivery of a Guarantor Default Notice, in accordance with the Intercreditor Agreement.

**"Potential Set-Off Amount"** means (a) if no Issuer Downgrading Event has occurred or is outstanding an amount equal to 0 (zero) or (b) if an Issuer Downgrading Event has occurred and is outstanding, an amount of the Cover Pool that could potentially be set-off by the relevant Debtors against any credit owed by any such Debtor towards the Seller. Such amount will be calculated by the Test Calculation Agent (based on the aggregate information provided by the Servicer) on a quarterly basis on each Test Calculation Date and/or on each other date on which the Asset Coverage Test is to be carried out pursuant to the provisions of the Cover Pool Management Agreement or any other Programme Documents.

**"Pre-Issuer Event of Default Interest Priority of Payments"** means the order of priority pursuant to which the Interest Available Funds shall be applied on each Guarantor Payment Date prior to the delivery of an Issuer Default Notice in accordance with the Intercreditor Agreement.

**"Pre-Issuer Event of Default Principal Priority of Payments"** means the order of priority pursuant to which the Principal Available Funds shall be applied on each Guarantor Payment Date prior to the delivery of an Issuer Default Notice in accordance with the Intercreditor Agreement.

**"Principal Available Funds"** means in respect of any Calculation Date, the aggregate of:

- (a) all principal amounts collected by the Servicer in respect of the Cover Pool and credited to the Collection Account net of the amounts applied to purchase Eligible Assets during the Collection Period immediately preceding the relevant Calculation Date;
- (b) all other recoveries in the nature of principal received by the Servicer and credited to the Collection Account during the Collection Period immediately preceding the relevant Calculation Date;
- (c) all principal amounts received from the Seller by the Guarantor pursuant to the Master Assets Purchase Agreement during the Collection Period immediately preceding the relevant Calculation Date;
- (d) the proceeds of any disposal and any disinvestment of Eligible Assets made using funds standing to the credit of the Accounts realized on or before the immediately preceding Eligible Investment Maturity Date and not yet included in the Principal Available Funds at the previous Calculation Date;
- (e) any other principal amounts standing to the credit of the Accounts during the Collection Period immediately preceding the relevant Calculation Date;
- (f) any principal amounts (other than the amounts already allocated under other items of the Principal Available Funds) received by the Guarantor from any party to the Programme Documents during the Collection Period immediately preceding the relevant Calculation Date;

- (g) where applicable, any swap principal payable under the Swap Agreements other than any Swap Collateral Excluded Amounts;
- (h) any amount paid under the Term Loan and not repaid, standing to the credit of the Collection Accounts;
- (i) all the amounts allocated pursuant to item Sixth of the Pre-Issuer Event of Default Interest Priority of Payments; and
- (j) principal amount recovered by the Guarantor from the Issuer after the enforcement of the Covered Bond Guarantee during the Collection Period immediately preceding the relevant Calculation Date.

**"Principal Financial Centre"** means, in relation to any currency, the principal financial centre for that currency *provided, however, that:*

- (i) in relation to Euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Issuer.

**"Principal Instalment"** means the principal component of each Instalment.

**"Priority of Payments"** means each of the Pre-Issuer Event of Default Interest Priority of Payments, the Pre-Issuer Event of Default Principal Priority of Payments, the Guarantee Priority of Payments and the Post-Enforcement Priority of Payments.

**"Programme"** means the programme for the issuance of each Series of Covered Bonds (*obbligazioni bancarie garantite*) by the Issuer in accordance with Title 1-bis of the Securitisation and Covered Bond Law.

**"Programme Agreement"** means the programme agreement entered into on or about 5 August 2024 between, *inter alios*, the Guarantor, the Seller, the Issuer, the Representative of the Covered Bondholders and the Dealer(s).

**"Programme Documents"** means the Master Assets Purchase Agreement, each Transfer Agreement, the Servicing Agreement, the Warranty and Indemnity Agreement, the Cash Allocation, Management and Payments Agreement, the Programme Agreement, each Subscription Agreement, the Cover Pool Management Agreement, the Intercreditor Agreement, the Subordinated Loan Agreement, the Asset Monitor Agreement, the Covered Bond Guarantee, the Corporate Services Agreement, the Swap Agreements (if any), the Mandate Agreement, the Quotaholders' Agreement, the Stichting Corporate Services Agreement, the Conditions, the Deed of Pledge, the Deed of Charge (if any), the Master Definitions Agreement, each Final Terms and any other agreement which will be entered into from time to time in connection with the Programme, each such agreements as amended and supplemented from time to time.

**"Programme Resolution"** has the meaning given in the Rules of the Organisation of Covered Bondholders attached to these Conditions.

**"Put Option"** has the meaning given in the relevant Final Terms.

**"Put Option Notice"** means a notice of exercise relating to the put option contained in Condition 7(f)

(*Redemption at the option of the Covered Bondholders*), substantially in the form set out in schedule 5 to the Cash Allocation, Management and Payments Agreement, or such other form which may, from time to time, be agreed between the Issuer and the Issuer Paying Agent or Guarantor Paying Agent, as the case may be;

**"Put Option Receipt"** means a receipt issued by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, to a depositing Covered Bondholder upon deposit of Covered Bonds with the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, by any Covered Bondholder wanting to exercise a right to redeem Covered Bonds at the option of the Covered Bondholder.

**"Quotaholders' Agreement"** means the agreement entered into on or about 1 August 2024, between Banca Sella, Stichting Campana, Banca Sella Holding, the Guarantor and the Representative of the Covered Bondholders.

**"Rate of Interest"** means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Series of Covered Bonds specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms.

**"Rating Agency"** means (i) Moody's and any of its successors or assignees, and (ii) any other rating agency which may be selected from time to time by the Issuer in relation to any issuance of Covered Bonds or for the remaining duration of the Programme, to the extent that any of them at the relevant time provides ratings in respect of any Series of Covered Bonds.

**"Real Estate Assets"** means the real estate properties which have been mortgaged in order to secure the Receivables and each of them the **"Real Estate Asset"**.

**"Receivables"** means each and every right arising under the Residential Mortgage Loans pursuant to the Residential Mortgage Loan Agreements, including but not limited to:

- (A) all rights in relation to all Outstanding Principal of the Residential Mortgage Loans as at the relevant Transfer Date;
- (B) all rights in relation to interest (including default interest) amounts which will accrue on the Residential Mortgage Loans as from the relevant Transfer Date;
- (C) all rights in relation to the reimbursement of expenses and in relation to any losses, costs, indemnities and damages and any other amount due to the Seller in relation to the Residential Mortgage Loans, the Residential Mortgage Loan Agreements, including penalties and any other amount due to the Seller in the case of prepayments of the Residential Mortgage Loans, and to the warranties and insurance related thereto, including the rights in relation to the reimbursement of legal, judicial and other possible expenses incurred in connection with the collection and recovery of all amounts due in relation to the Residential Mortgage Loans up to and as from the relevant Transfer Date;
- (D) all rights in relation to any amount paid pursuant to any Insurance Policy or guarantee in respect of the Residential Mortgage Loans of which the Seller is the beneficiary or is entitled pursuant to any liens (*vincoli*);
- (E) all of the above together with the Mortgages and any other security interests (*garanzie reali o garanzie personali*) assignable as a result of the assignment of the Receivables (except for the fidejussioni omnibus which have not been granted exclusively in relation to or in connection with the Residential Mortgage Loans), including any other guarantee granted in favour of the Seller in connection with the Residential Mortgage Loans or the Residential Mortgage Loan Agreements and the Receivables.

**"Redemption Amount"** means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount.

**"Reference Banks"** has the meaning given in the relevant Final Terms or, if none, four major banks selected by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, in the market that is most closely connected with the Reference Rate.

**"Reference Rate"** has the meaning given in the relevant Final Terms.

**"Regular Period"** means:

- (A) in the case of Covered Bonds where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (B) in the case of Covered Bonds where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (C) in the case of Covered Bonds where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

**"Relevant Clearing System"** means Euroclear and/or Clearstream and/or any other clearing system (other than Euronext Securities Milan) specified in the relevant Final Terms as a clearing system through which payments under the Covered Bonds may be made.

**"Relevant Date"** means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Covered Bondholders.

**"Relevant Dealer(s)"** means, in relation to a Tranche or Series, the Dealer(s) which is/are party to any agreement (whether oral or in writing) entered into with the Issuer and the Guarantor for the issue by the Issuer and the subscription by such Dealer(s) of such Tranche or Series pursuant to the Programme Agreement.

**"Relevant Financial Centre"** has the meaning given in the relevant Final Terms.

**"Relevant Screen Page"** means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate.

**"Relevant Time"** has the meaning given in the relevant Final Terms.

**"Representative of the Covered Bondholders"** means Banca Finanziaria Internazionale S.p.A., acting in its



capacity as representative of the Covered Bondholders pursuant to the Intercreditor Agreement, the Programme Agreement, the Deed of Pledge, the Deed of Charge (if any), the Conditions and the Final Terms of each Series of Covered Bonds.

**"Reserve Fund Account"** means the Euro denominated account established in the name of the Guarantor with the Account Bank, IBAN IT86X0326822300052875895954, or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Reserve Fund Amount"** means, on each Guarantor Payment Date, an amount equal to the sum of:

- (A) interest accruing in respect of all outstanding Series of Covered Bonds during the immediately following Guarantor Payment Period (such that, (a) if Liability Swap Agreements are in place for a Series of Covered Bonds, such interest amounts accruing will be the higher of the amount due to the Liability Swap Provider or the amount due to the Covered Bondholders of such Series, (b) if Liability Swap Agreements are not in place for a Series of Covered Bonds, such interest amounts accruing will be the amount due to the Covered Bondholders of such Series and (c) if Liability Swap Agreements are in place for a portion of a Series of Covered Bonds, such interest amounts accruing will be the sum of (i) for the portion of the Series covered by the Liability Swap Agreement, the higher of the amount due to the Liability Swap Provider and the amount due to the Covered Bondholders of such Series, and (ii) for the remaining portion, the interest amounts accruing will be the proportional amount due to the Covered Bondholders of such Series) as calculated by the Guarantor Calculation Agent on or prior to each Calculation Date, *plus* (B) prior to the service of an Issuer Default Notice, the aggregate estimated amount to be paid by the Guarantor on the second Guarantor Payment Date following the relevant Calculation Date in respect of the items *(First)(a)* to *(Third)* of the Pre-Issuer Event of Default Interest Priority of Payments, as calculated by the Guarantor Calculation Agent; *plus*
- (B) any additional amount that the Issuer has voluntarily resolved to accumulate as reserve in order to create an additional stock to procure that the Statutory Tests and the Liquidity Reserve Requirement are met with respect to the Cover Pool.

**"Residential Assets"** means the Real Estate Assets with respect to Residential Mortgage Loans.

**"Residential Mortgage Loan"** means the loans secured by residential mortgage having the features set forth under article 129, paragraph 1, lett. (d) of CRR and article 7-*novies*, paragraph 2, of the Securitisation and Covered Bond Law (as amended and supplemented from time to time).

**"Residential Mortgage Loan Agreement"** means any residential mortgage loan agreement out of which Receivables arise and secured by mortgage over Residential Assets.

**"Rules of the Organisation of the Covered Bondholders"** or **"Rules"** means the rules of the Organisation of the Covered Bondholders attached as exhibit to the Conditions of the Covered Bonds.

**"Screen Rate Determination"** has the meaning given in the relevant Final Terms.

**"Securitisation and Covered Bond Law"** means Law No. 130 of 30 April 1999 as amended from time to time.

**"Security"** means the security created pursuant to the Deed of Pledge and the Deed of Charge (if any).

**"Seller"** means Banca Sella, in its capacity as seller, pursuant to the Master Assets Purchase Agreement.

**"Series"** or **"Series of Covered Bonds"** means each series of Covered Bonds issued in the context of the

Programme.

“**Servicer**” means Banca Sella S.p.A. in its capacity servicer pursuant to the Servicing Agreement.

“**Servicer Termination Event**” means any of the events set out under clause 8.1 (*Casi di revoca del mandato del Servicer*) of the Servicing Agreement, which allows the Guarantor to terminate the Servicer's appointment and appoint a Substitute Servicer pursuant to the Servicing Agreement.

“**Servicing Agreement**” means the servicing agreement entered into on or about 1 August 2024 between the Guarantor, the Issuer and the Servicer.

“**Specified Currency**” means the currency as may be agreed from time to time by the Issuer, the relevant Dealer(s), the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be and the Representative of the Covered Bondholders (as set out in the applicable Final Terms).

“**Specified Denomination(s)**” has the meaning given in the relevant Final Terms.

“**Specified Office**” means with respect to the Account Bank, the Guarantor Paying Agent, the Cash Manager, the Test Calculation Agent and the Issuer Paying Agent Piazza Gaudenzio Sella, 1, 13900, Biella, Italy, and with respect to the Guarantor Calculation Agent and Corporate Servicer Via V. Alfieri, 1, 31015, Conegliano (TV), Italy.

“**Specified Period**” has the meaning given in the relevant Final Terms.

“**Statutory Tests**” means such tests provided for under article 7-*undecies* of the Securitisation and Covered Bond Law and namely: (i) the Nominal Value Test, (ii) the Net Present Value Test and (iii) the Interest Coverage Test, as further defined under clause 2.2 (*Statutory Tests and Asset Coverage Test*) of the Cover Pool Management Agreement.

“**Stichting Corporate Services Agreement**” means the stichting corporate services agreement entered into on or about 5 August 2024 between, *inter alios*, Stichting Campana, the Stichting Corporate Services Provider and the Guarantor.

“**Stock Exchange**” means the Luxembourg Stock Exchange's main regulated market, Bourse de Luxembourg.

“**Subordinated Lender**” means Banca Sella, in its capacity as subordinated lender pursuant to the Subordinated Loan Agreement.

“**Subordinated Loan Agreement**” means the subordinated loan agreement entered into on or about 1 August 2024 between the Subordinated Lender and the Guarantor.

“**Subscription Agreement**” means each subscription agreement entered into on or about the Issue Date of each Series of Covered Bonds between each Dealer and the Issuer.

“**Substitute Servicer**” means the successor to the Servicer which may be appointed by the Guarantor, upon the occurrence of a Servicer Termination Event, pursuant to clause 8.4 (*Sostituto del Servicer*) of the Servicing Agreement.

“**Subsidiary**” has the meaning ascribed to such term it in article 2359 of the Italian Civil Code.

“**Swap Agreements**” means, collectively, each Asset Swap Agreement, Liability Swap Agreement and any other swap agreement that may be entered into in connection with the Programme.

“**Swap Collateral**” means the collateral which may be transferred by the Swap Providers to the Guarantor in support of its obligations under the Swap Agreements.

**"Swap Collateral Excluded Amounts"** means, at any time, the amounts of Swap Collateral which may not be applied under the terms of the relevant Swap Agreement at that time in satisfaction of the relevant Swap Provider's obligations to the Guarantor or, as the case may be, the Issuer including Swap Collateral which is to be returned to the relevant Swap Provider from time to time in accordance with the terms of the Swap Agreements and ultimately upon termination of the relevant Swap Agreement.

**"Swap Providers"** means, collectively, the Asset Swap Providers, the Liability Swap Providers and the providers of any other swap agreements entered into in connection with the Programme.

**"T2 Settlement Day"** means any day on which the means the real time gross settlement system operated by the Eurosystem (T2) combining the functionalities of a Real Time Gross Settlement (RTGS) system with those of a Central Liquidity Management (CLM) system and which was launched on 20 March 2023 is open.

**"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.

**"Term Loan"** means the term loan to be granted by each Subordinated Lender pursuant to the terms of clause 2 (*Il Finanziamento Subordinato*) of the Subordinated Loan Agreement.

**"Test Calculation Agent"** means Banca Sella, acting as test calculation agent, or any other institution that, from time to time, may be appointed as such pursuant to the Cash Allocation, Management and Payments Agreement.

**"Test Calculation Date"** means the date which falls 5 (five) Business Days prior to each Guarantor Payment Date or the Monthly Test Calculation Date or any other date on which any Tests are to be carried out pursuant to the provisions of the Cover Pool Management Agreement and the other Programme Documents.

**"Test Grace Period"** means the period starting from the Test Calculation Date on which the breach of a test is notified by the Test Calculation Agent and ending on the immediately following Test Calculation Date.

**"Test Performance Report"** has the meaning ascribed to such term under clause 4.1 (*Test Performance Report*) of the Cover Pool Management Agreement.

**"Tests"** means, collectively, the Statutory Tests, the Asset Coverage Test, the Amortisation Test and the Liquidity Reserve Requirement.

**"Tranche"** means the tranche of Covered Bonds issued under the Programme to which each Final Terms relates, each such tranche forming part of a Series.

**"Transfer Date"** means: (a) with respect to the Initial Portfolio, the date designated by the Seller in the Master Assets Purchase Agreement; and (b) with respect to the New Portfolios, the date designated by the Seller in the relevant Transfer Notice.

**"Transfer Notice"** means, in respect to each New Portfolio, such transfer notice which will be sent by the Seller and addressed to the Guarantor in the form set out in the Master Assets Purchase Agreement.

**"Warranty and Indemnity Agreement"** means the warranty and indemnity agreement entered into on or about 1 August 2024 between the Seller and the Guarantor.

(b) ***Interpretation***

In these Conditions:

- (i) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 9 (*Taxation*), any premium payable in respect of a Series of Cover Bonds and any other amount in the nature of principal payable pursuant to these Conditions;
- (ii) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 9 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (iii) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Covered Bonds;
- (iv) any reference to a Programme Document shall be construed as a reference to such Programme Document, as amended and/or supplemented up to and including the Issue Date of the relevant Covered Bonds;
- (v) any reference to a party to a Programme Document (other than the Issuer and the Guarantor) shall, where the context permits, include any Person who, in accordance with the terms of such Programme Document, becomes a party thereto subsequent to the date thereof, whether by appointment as a successor to an existing party or by appointment or otherwise as an additional party to such document and whether in respect of the Programme generally or in respect of a single Series or Tranche only; and
- (vi) any reference in any legislation (whether primary legislation or regulations or other subsidiary legislation made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

### **3. Form, Denomination and Title**

The Covered Bonds are in the Specified Denomination(s), which may include a minimum denomination of Euro 100,000 (or, where Specified Currency is a currency other than Euro, the equivalent amount in such Specified Currency) and higher integral multiples of a smaller amount, in each case as specified in the relevant Final Terms. The Covered Bonds will be issued in bearer form and in dematerialised form (*emesse in forma dematerializzata*) and will be wholly and exclusively deposited with Euronext Securities Milan in accordance with article 83-*bis* of the Financial Law Consolidated Act, through the authorised institutions listed in article 83-*quater* of such legislative decree. The Covered Bonds will at all times be evidenced by, and title thereto will be transferable by means of, book entries in accordance with the provisions of article 83-*bis* of the Financial Law Consolidated Act and the joint regulation of CONSOB and the Bank of Italy dated 13 August 2018 and published in the Official Gazette No. 201 of 30 August 2018, as amended and supplemented from time to time. The Covered Bonds will be held by Euronext Securities Milan on behalf of the Covered Bondholders until redemption or cancellation thereof for the account of the relevant Euronext Securities Milan Account Holder. Euronext Securities Milan Account Holder will act as depository for Clearstream and Euroclear. No physical documents of title will be issued in respect of the Covered Bonds. The rights and powers of the Covered Bondholders may only be exercised in accordance with these Conditions and the Rules of the Organisation of the Covered Bondholders.

### **4. Status and Guarantee**

(a) ***Status of the Covered Bonds***

The Covered Bonds constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and will rank *pari passu* without preference among themselves and (save for any applicable statutory provisions) at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time outstanding. In the event of a compulsory winding-up (*liquidazione coatta amministrativa*) of the Issuer, any funds realised and payable to the Covered Bondholders will be collected by the Guarantor on their behalf, provided that, pursuant to article 7-*quaterdecies* of the Securitisation and Covered Bond Law, further to enforcement of the Covered Bond Guarantee, the Covered Bondholders shall participate to the final distribution of the Issuer's assets in respect of any residual amount due to them with any other unsecured creditor including – pursuant to article 7-*quaterdecies* of the Securitisation and Covered Bond Law – any derivative transaction counterparty.

(b) ***Status of the Covered Bond Guarantee***

The payment of Guaranteed Amounts in respect of each Series of Covered Bonds when due for payment will be unconditionally and irrevocably guaranteed by the Guarantor in the Covered Bond Guarantee.

(c) ***Priority of Payments***

Amounts due from the Issuer pursuant to these Conditions or from the Guarantor pursuant to the Covered Bond Guarantee shall be paid in accordance with the Priority of Payments, as set out in the Intercreditor Agreement.

**5. Fixed Rate Provisions**

(a) ***Application***

This Condition 5 is applicable to the Covered Bonds only if the Fixed Rate Provisions are specified in the relevant Final Terms as being applicable.

(b) ***Accrual of interest***

The Covered Bonds bear interest on their Outstanding Principal Balance from (and including) the Interest Commencement Date at the Rate of Interest payable in arrears on each Interest Payment Date, subject as provided in Condition 8 (*Payments*) up to (and excluding) the Maturity Date or, as the case may be, the Extended Maturity Date. Each Covered Bond will cease to bear interest from the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 (both before and after judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Covered Bond up to that day are received by or on behalf of the relevant Covered Bondholder and (ii) the day which is 7 (seven) days after the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, has notified the Covered Bondholders that it has received all sums due in respect of the Covered Bonds up to such 7<sup>th</sup> (seventh) day (except to the extent that there is any subsequent default in payment).

(c) ***Fixed Coupon Amount***

The amount of interest payable in respect of each Covered Bond for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Covered Bonds are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.

(d) ***Calculation of interest amount***

The amount of interest payable in respect of each Covered Bond for any period for which a Fixed Coupon

Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Covered Bond divided by the Calculation Amount. For this purpose a "sub-unit" means, in the case of any currency other than Euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of Euro, means one cent.

## 6. Floating Rate Provisions

### (a) Application

This Condition 6 is applicable to the Covered Bonds only if the Floating Rate Provisions are specified in the relevant Final Terms as being applicable.

### (b) *Accrual of interest*

The Covered Bonds bear interest on their Outstanding Principal Balance from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 8 (*Payments*). Each Covered Bond will cease to bear interest from the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (both before and after judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Covered Bond up to that day are received by or on behalf of the relevant Covered Bondholder and (ii) the day which is 7 (seven) days after the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, has notified the Covered Bondholders that it has received all sums due in respect of the Covered Bonds up to such seventh day (except to the extent that there is any subsequent default in payment).

### (c) *Screen Rate Determination*

If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Covered Bonds for each Interest Period will be, subject to Condition 6(i) (*Fallback Provisions*), determined by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, on the following basis:

- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (ii) in any other case, the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (iii) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, will:
  - (A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and

- (B) determine the arithmetic mean of such quotations; and
- (iv) if fewer than two such quotations are provided as requested, the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided, however, that* if the Issuer Paying Agent and/or the Guarantor Paying Agent are unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Covered Bonds during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Covered Bonds in respect of a preceding Interest Period.

(d) ***Maximum or Minimum Rate of Interest***

If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.

(e) ***Calculation of Interest Amount***

The Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Covered Bond for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Covered Bond divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any Specified Currency other than Euro, the lowest amount of such Specified Currency that is available as legal tender in the country of such Specified Currency and, in the case of Euro, means one cent.

(f) ***Calculation of other amounts***

If the relevant Final Terms specify that any other amount is to be calculated by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, then the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, in the manner specified in the relevant Final Terms.

(g) ***Publication***

The Issuer Paying Agent or the Guarantor Paying Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s)

required to be determined by it together with any relevant payment date(s) to be notified to the Issuer and the Guarantor Calculation Agent, as the case may be, and each competent authority, stock exchange and/or quotation system (if any) by which the Covered Bonds have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Covered Bondholders. The Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination, the Issuer Paying Agent or the Guarantor Paying Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Covered Bond having the minimum Specified Denomination.

(h) ***Notifications etc***

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Issuer Paying Agent or the Guarantor Paying Agent will (in the absence of manifest error, wilful default or gross negligence) be binding on the Issuer, the Guarantor, the Servicer, the Guarantor Calculation Agent, the Guarantor Corporate Servicer, the Covered Bondholders and (subject as aforesaid) no liability to any such Person will attach to the Issuer Paying Agent or the Guarantor Paying Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(i) **Fallback Provisions**

***(a) Independent Advisor***

Notwithstanding the provisions above in respect of Covered Bonds whose Final Terms specify the Floating Rate Provisions as being applicable, if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 6(i)(b) (*Successor Rate or Alternative Rate*)) and, in either case, an Adjustment Spread if any (in accordance with Condition 6(i)(c) (*Adjustment Spread*)) and whether any Benchmark Amendments (in accordance with Condition 6(i)(d) (*Benchmark Amendments*)) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

An Independent Adviser appointed pursuant to this Condition 6(i)(a) shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of bad faith, fraud and gross negligence, the Independent Adviser shall have no liability whatsoever to the Issuer, the party responsible for determining the Rate of Interest applicable to the Covered Bond (being the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, or such other party specified in the form of Final Terms), any Paying Agent or the Covered Bondholders for any determination made by it pursuant to this Condition 6(i).

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 6(i)(a) prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or,



failing which, an Alternative Rate, provided however that if the Issuer is unable or unwilling to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 6(i)(a) prior to the relevant Interest Determination Date in the case of the Rate of Interest on Covered Bonds whose Final Terms specify the Floating Rate Provisions as being applicable, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Covered Bonds whose Final Terms specify the Floating Rate Provisions as being applicable in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest for Covered Bonds whose Final Terms specify the Floating Rate Provisions as being applicable shall be the initial Rate of Interest. Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as applicable) is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as applicable) relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period (as applicable). For the avoidance of doubt, this Condition 6(i)(a) shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 6(i)(a).

**(b) Successor Rate or Alternative Rate**

If the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 6(i)(a) (*Independent Adviser*) prior to the relevant Interest Determination Date) acting in good faith and in a commercially reasonable manner determines that:

- (i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 6(i)(c) (*Adjustment Spread*)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Covered Bonds (subject to the operation of this Condition 6(i)); or
- (ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 6(i)(c) (*Adjustment Spread*)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Covered Bonds (subject to the operation of this Condition 6(i)).

**(c) Adjustment Spread**

If the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 6(i)(a) (*Independent Adviser*) prior to the relevant Interest Determination Date) acting in good faith and in a commercially reasonable manner determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

**(d) Benchmark Amendments**

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 6(i) and the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 6(i)(a) prior to the relevant Interest Determination Date) acting in good faith and in a commercially reasonable manner determines (i) that amendments to these Conditions and the other Programme Documents, including but not limited to Relevant Screen Page, are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread and/or necessary or appropriate to comply with any applicable regulation or guidelines on the use of benchmarks or other related document issued by the competent regulatory authority (such amendments, the **Benchmark Amendments**) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 6(i)(e) (*Notices*) and subject (to the extent required) to giving any notice required to be given to, and receiving any consent required from, or non-objection from, the competent regulatory authority, without any requirement for the consent or approval of Covered Bondholders vary these Conditions and the other Programme Documents to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, the Representative of the Covered Bondholders together with the Guarantor, without any requirement for the consent or approval of the Covered Bondholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of an amendment agreement to the Programme Documents) and the Representative of the Covered Bondholders shall not be liable to any party for any consequences thereof, provided that if, in the opinion of the Representative of the Covered Bondholders doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend rights and/or the protective provisions afforded to the Covered Bondholders in these Conditions or the Programme Documents (including for the avoidance of doubt, any amendment to the Programme Documents), the Representative of the Covered Bondholders shall give effect to such Benchmark Amendments (including, *inter alia*, by the execution of any amendment agreement to the Programme Documents), subject to being indemnified and/or secured to its satisfaction by the Issuer.

In connection with any such variation in accordance with this Condition 6(i)(d), the Issuer shall comply with the rules of any stock exchange on which the Covered Bonds are for the time being listed or admitted to trading.

Where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest (as applicable) is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as applicable) relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period.

**(e) Notices**

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 6(i) will be notified promptly by the Issuer to the Representative of the Covered Bondholders, the Guarantor Calculation Agent and each Paying Agent and, in accordance with Condition 16 (*Notices*), the Covered Bondholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

**(f) Survival of Original Reference Rate**

Without prejudice to the obligations of the Issuer under Conditions 6(i)(a) (*Independent Adviser*) to 6(i)(d) (*Benchmark Amendments*), the Original Reference Rate and the fallback provisions provided for in Condition 6 (*Floating Rate Provisions*) will continue to apply unless and until a Benchmark Event has occurred.

**(g) Definitions**

For the purposes of this Condition 6(i):

**Adjustment Spread** means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to the Covered Bondholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (a) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (b) the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); (or if the Issuer determines that no such industry standard is recognised or acknowledged); or
- (c) the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

**Alternative Rate** means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) in accordance with Condition 6(i)(b) (*Successor Rate or Alternative Rate*) is customary in market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Covered Bonds;

**Benchmark Amendments** has the meaning given to it in Condition 6(i)(d) (*Benchmark Amendments*);

**Benchmark Event** means:

- (a) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (b) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

- (c) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (d) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Covered Bonds, in each case within the following six months; or
- (e) it has become unlawful for, the Issuer Paying Agent, the Guarantor Paying Agent, the Issuer or other party to calculate any payments due to be made to any Covered Bondholders using the Original Reference Rate;

**Independent Adviser** means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 6(i)(a) (*Independent Adviser*);

**Original Reference Rate** means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Covered Bonds;

**Relevant Nominating Body** means, in respect of a benchmark or screen rate (as applicable):

- (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof;

**Successor Rate** means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

## 7. Redemption and Purchase

### (a) *Scheduled redemption*

Unless previously redeemed or purchased and cancelled in accordance with the Conditions and the relevant Final Terms, the Covered Bonds will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in this Condition 7 (*Redemption and Purchase*) and Condition 8 (*Payments*).

### (b) *Extension of maturity*

If an Extended Maturity Date is specified as applicable in the relevant Final Terms for a Series of Covered Bonds and the Issuer has failed to pay the Final Redemption Amount on the Maturity Date specified in the relevant Final Terms and the Guarantor (or the Guarantor Calculation Agent on its behalf) determines that the Guarantor has insufficient moneys available under the relevant Priority of Payments to pay the Guaranteed Amounts corresponding to the Final Redemption Amount in full in respect of the relevant Series of Covered Bonds on the date falling on the Extension Determination Date, then (subject as

provided below and article 7-*terdecies*, paragraph 2 of the Securitisation and Covered Bond Law), payment of the unpaid amount by the Guarantor under the Covered Bond Guarantee shall be deferred until the Extended Maturity Date *provided that* any amount representing the Final Redemption Amount due and remaining unpaid after the Extension Determination Date may be paid by the Guarantor on any Interest Payment Date thereafter up to (and including) the relevant Extended Maturity Date.

The Issuer shall confirm to the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, as soon as reasonably practicable and in any event at least 4 (four) Business Days prior to the Maturity Date as to whether payment will or will not be made in full of the Final Redemption Amount in respect of the Covered Bonds on that Maturity Date. Any failure by the Issuer to notify the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, shall not affect the validity or effectiveness of the extension.

The Guarantor or the Guarantor Paying Agent, as the case may be, shall notify the relevant holders of the Covered Bonds (in accordance with Condition 16 (*Notices*)), any relevant Swap Provider(s) and the Representative of the Covered Bondholders, as the case may be, as soon as reasonably practicable and in any event at least 3 (three) Business Days prior to the Maturity Date of any inability of the Guarantor to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount in respect of the Covered Bonds pursuant to the Covered Bond Guarantee. Any failure by the Guarantor to notify such parties shall not affect the validity or effectiveness of the extension nor give rise to any rights in any such party.

Any extension of the maturity of the Covered Bonds as a result of the occurrence of the extension of the Maturity Date will not affect any order of priority applicable in case of compulsory winding-up (*liquidazione coatta amministrativa*) or liquidation of the Issuer nor any Priority of Payments.

The Issuer shall notify the Bank of Italy of the deferral of the Maturity Date until the Extended Maturity Date in accordance with the Bank of Italy Regulations.

In the circumstances outlined above, the Guarantor shall apply the moneys (if any) available (after paying or providing for payment of higher ranking or *pari passu* amounts in accordance with the relevant Priority of Payments) *pro rata* in partial payment of an amount equal to the Final Redemption Amount in respect of the Covered Bonds and shall pay Guaranteed Amounts constituting interest in respect of each such Covered Bond on such date. The obligation of the Guarantor to pay any amounts in respect of the balance of the Final Redemption Amount not so paid shall be deferred as described above.

Interest will continue to accrue on any unpaid amount and be payable on each Interest Payment Date during such extended period up to (and including) the Extended Maturity Date or, if earlier, the Interest Payment Date on which the Final Redemption Amount is paid in full.

(c) ***Redemption for tax reasons***

The Covered Bonds may be redeemed at the option of the Issuer in whole, but not in part:

- (i) at any time (if the Floating Rate Provisions are specified in the relevant Final Terms as being not applicable); or
- (ii) on any Interest Payment Date (if the Floating Rate Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Covered Bondholders (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if:

(A) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 9 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of Italy or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Covered Bonds; and

(B) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

*provided, however, that no such notice of redemption shall be given earlier than:*

1. where the Covered Bonds may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Covered Bonds were then due; or
2. where the Covered Bonds may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Covered Bonds were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, with a copy to the Luxembourg Listing Agent and the Representative of the Covered Bondholders, (A) a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred of and (B) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment. Upon the expiry of any such notice as is referred to in this Condition 7(c), the Issuer shall be bound to redeem the Covered Bonds in accordance with this Condition 7(c).

(d) ***Redemption at the option of the Issuer***

If the Call Option is specified in the relevant Final Terms as being applicable, the Covered Bonds may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than 15 nor more than 30 days' notice to the Covered Bondholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Covered Bonds on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

(e) ***Partial redemption and instalment redemption***

If the Covered Bonds are to be redeemed in part only on any date in accordance with Condition 7(d) (*Redemption at the option of the Issuer*) or if they are redeemed in instalments pursuant to the relevant Final Terms and the Conditions, the Covered Bonds to be redeemed in part shall be redeemed in the principal amount specified by the Issuer and the Covered Bonds will be so redeemed in accordance with the rules and procedures of Euronext Securities Milan and/or any other Relevant Clearing System (to be reflected in the records of such clearing systems as a pool factor or a reduction in principal amount, at their discretion), subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Covered Bonds have then been admitted to listing, trading and/or quotation. The notice to Covered Bondholders referred to in Condition 7(d)

*(Redemption at the option of the Issuer)* shall specify the proportion of the Covered Bonds so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

(f) ***Redemption at the option of Covered Bondholders***

If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of any Covered Bondholder, redeem such Covered Bonds held by it on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 7(f), the Covered Bondholder must, not less than 15 nor more than 30 days before the relevant Optional Redemption Date (Put), deposit with the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, a duly completed Put Option Notice (which notice shall be irrevocable) in the form obtainable from the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be. The Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, shall deliver a duly completed Put Option Receipt to the depositing Covered Bondholder. Once deposited in accordance with this Condition 7(f), no duly completed Put Option Notice, may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any Covered Bonds become immediately due and payable or, upon due presentation of any such Covered Bonds on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, shall mail notification thereof to the Covered Bondholder at such address as may have been given by such Covered Bondholder in the relevant Put Option Notice and shall hold such Covered Bond against surrender of the relevant Put Option Receipt. For so long as any outstanding Covered Bonds are held by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be in accordance with this Condition 7(f), the Covered Bondholder and not the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, shall be deemed to be the holder of such Covered Bonds for all purposes.

(g) ***No other redemption***

The Issuer shall not be entitled to redeem the Covered Bonds otherwise than as provided in this Condition 7 and as specified in the relevant Final Terms.

(h) ***Purchase***

The Issuer or any of its Subsidiaries (other than the Guarantor) may at any time purchase Covered Bonds in the open market or otherwise and at any price and any Covered Bonds so purchased may be held or resold or may be surrendered in accordance with Condition 7(h) (*Cancellation*). The Guarantor shall not purchase any Covered Bonds at any time.

(i) ***Cancellation***

All Covered Bonds so redeemed or purchased by the Issuer or any such Subsidiary and subsequently surrendered for cancellation shall be cancelled and may not be reissued or resold.

(j) ***Extension of principal instalments***

If an Extended Instalment Date is specified as applicable in the relevant Final Terms for a Series of Covered Bonds whose principal is payable in instalments and the Issuer has failed to pay a Covered Bond Instalment Amount on the applicable Covered Bond Instalment Date specified in the relevant Final Terms and the Guarantor (or the Guarantor Calculation Agent on its behalf) determines that the Guarantor has

insufficient moneys available under the relevant Priority of Payments to pay the Guaranteed Amounts corresponding to such Covered Bond Instalment Amount in full on the applicable Covered Bond Instalment Extension Determination Date, then (subject as provided below), payment by the Guarantor under the Covered Bond Guarantee of each of (a) such Covered Bond Instalment Amount and (b) all subsequently due and payable Covered Bond Instalment Amounts shall be deferred until the Extended Instalment Date *provided that* no Covered Bond Instalment Amount may be deferred to a date falling after the Extended Maturity Date for the relevant Series.

The Issuer shall confirm to the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, as soon as reasonably practicable and in any event at least 4 (four) Business Days prior to the applicable Covered Bond Instalment Date as to whether payment will or will not be made in full of the relevant Covered Bond Instalment Amount on its Covered Bond Instalment Date. Any failure by the Issuer to notify the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, shall not affect the validity or effectiveness of the extension.

The Guarantor (also through the Guarantor Calculation Agent), shall notify the relevant holders of the Covered Bonds (in accordance with Condition 16 (*Notices*), any relevant Swap Provider(s), the Representative of the Covered Bondholders and the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, as soon as reasonably practicable and in any event at least 3 (three) Business Days prior to a Covered Bond Instalment Date of any inability of the Guarantor to pay in full the Guaranteed Amounts corresponding to the relevant Covered Bond Instalment Amount pursuant to the Covered Bond Guarantee. Any failure by the Guarantor to notify such parties shall not affect the validity or effectiveness of the extension nor give rise to any rights in any such party.

In the circumstances outlined above, the Guarantor shall on each Interest Payment Date following the applicable Covered Bond Instalment Extension Determination Date until the applicable Extended Instalment Date, pursuant to the Covered Bond Guarantee, apply the moneys (if any) available (after paying or providing for payment of higher ranking or *pari passu* amounts in accordance with the relevant Priority of Payments) *pro rata* towards payment of an amount equal to the relevant Covered Bond Instalment Amount together with interest accrued thereon up to (and including) such date.

Interest will continue to accrue on any unpaid amount during such extended period and shall be payable on each Interest Payment Date from the relevant Covered Bond Instalment Date until the Extended Instalment Date or, if earlier, the date on which the deferred Covered Bond Instalment Amount is paid in full.

Failure by the Issuer to pay the Covered Bond Instalment Amount on its Covered Bond Instalment Date will (subject to any applicable grace period) be an Issuer Event of Default. Failure by the Guarantor to pay the deferred Covered Bond Instalment Amount on the related Extended Instalment Date will (subject to any applicable grace period) be a Guarantor Event of Default.

Each Covered Bond Instalment Amount may be deferred when due no more than once. At such time, each subsequent but not yet due Covered Bond Instalment Amount will also be deferred, so it is possible that a Covered Bond Instalment Amount may be deferred more than once but it may never be deferred to a date falling after the Extended Maturity Date for the relevant Series.

(k) ***Redemption due to illegality***

The Covered Bonds of all Series or Tranches may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Representative of the Covered Bondholders and Issuer Paying Agent or the Guarantor Paying Agent, as the case may be,



and, in accordance with Condition 16 (*Notices*), all Covered Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Representative of the Covered Bondholders immediately before the giving of such notice that it has, or will, before the next Interest Payment Date of any Covered Bond of any Series or Tranche, become unlawful for the Issuer to make any payments under the Covered Bonds as a result of any change in, or amendment to, the applicable laws or regulations or any change in the application or official interpretation of such laws or regulations, which change or amendment has become or will become effective before the next such Interest Payment Date.

## 8. Payments

### (a) *Payments through clearing systems*

Payment of interest and repayment of principal in respect of the Covered Bonds will be credited, in accordance with the instructions of Euronext Securities Milan, by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, on behalf of the Issuer or the Guarantor (as the case may be) to the accounts of those banks and authorised brokers whose accounts with Euronext Securities Milan are credited with those Covered Bonds and thereafter credited by such banks and authorised brokers from such aforementioned accounts to the accounts of the beneficial owners of those Covered Bonds or through the Relevant Clearing Systems to the accounts with the Relevant Clearing Systems of the beneficial owners of those Covered Bonds, in accordance with the rules and procedures of Euronext Securities Milan and of the Relevant Clearing Systems, as the case may be.

### (b) *Payments subject to fiscal laws*

All payments in respect of the Covered Bonds are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 9 (*Taxation*). No commissions or expenses shall be charged to Covered Bondholders in respect of such payments.

### (c) *Payments on business days*

If the due date for payment of any amount in respect of any Covered Bond is not a Business Day in the Place of Payment, the Covered Bondholder shall not be entitled to payment in such place of the amount due until the next succeeding Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

## 9. Taxation

### (a) **Gross up by Issuer**

All payments of principal and interest in respect of the Covered Bonds by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction 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 or on behalf of the Republic of Italy or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law. In that event, the Issuer shall pay such additional amounts as will result in receipt by the Covered Bondholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Covered Bond:

- (i) in relation to any payment or deduction of any interest or principal on account of *imposta sostitutiva* pursuant to Decree No. 239, as amended from time to time with respect to any

Covered Bonds and in all circumstances in which the procedures set forth in Decree No. 239 have not been met or complied with except where such procedures have not been met or complied with due to the actions or omissions of the Issuer or its agents; or

- (ii) in the event of payment to a non-Italian resident legal entity or a non-Italian resident individual, to the extent that interest or any other amount is paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information with the Italian authorities; or
- (iii) where the Covered Bondholder would have been able to lawfully avoid (but has not so avoided) such deduction or withholding by complying, or procuring that any third party complies, with any statutory requirements;
- (iv) held by or on behalf of a Covered Bondholder which is liable to such taxes, duties, assessments or governmental charges in respect of such Covered Bonds by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Covered Bonds; or
- (v) where such withholding or deduction is required pursuant to Law Decree No. 512 of 30 September 1983, as amended or supplemented from time to time; or
- (vi) held by or on behalf of a Covered Bondholder who would have been able to avoid such withholding or deduction by presenting the relevant Covered Bond to another Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, in a Member State of the EU; or
- (vii) held by or on behalf of a Covered Bondholder who is entitled to avoid such withholding or deduction in respect of such Covered Bonds by making a declaration or any other statement to the relevant tax authority, including, but not limited to, a declaration of residence or non/residence or other similar claim for exemption.

For the avoidance of doubt, if an amount were to be deducted or withheld from interest, principal or other payments on the Covered Bonds as a result of an agreement described in Section 1471 (b) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto (“FATCA”) none of the Issuer, the Guarantor, any paying agent or any other persons would, pursuant to the terms and conditions of the Covered Bonds, be required to pay additional amounts as a result of deduction or the withholding.

(b) ***Taxing jurisdiction***

If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of Italy, references in these Conditions to the Republic of Italy shall be construed as references to the Republic of Italy and/or such other jurisdiction. For the purposes of this paragraph (b), the Issuer will not be considered to become subject to the taxing jurisdiction of the United States should the Issuer be required to withhold amounts in respect any withholding tax imposed by the United States on any payments the Issuer makes.

(c) ***No Gross-up by the Guarantor***

If withholding of, or deduction of any present or future taxes, duties, assessments or charges of whatever nature is imposed by or on behalf of Italy, any authority therein or thereof having power to

tax, the Guarantor will make the required withholding or deduction of such taxes, duties, assessments or charges for the account of the Covered Bondholders, as the case may be, and shall not be obliged to pay any additional amounts to the Covered Bondholders.

## 10. Events of Default

### (a) ***Issuer Events of Default:***

If any of the following events (each, an "**Issuer Event of Default**") occurs and is continuing:

- (i) ***Non-payment:*** the Issuer fails to pay any amount of interest and/or principal due and payable on any Series of Covered Bonds at their relevant Interest Payment Date and such breach is not remedied within the next 15 (fifteen) Business Days, in case of amounts of interest, or 20 (twenty) Business Days, in case of amounts of principal or redemption, as the case may be; or
- (ii) ***Breach of other obligation:*** a material breach by the Issuer of any obligation under or in respect of the Covered Bond (of any Series or Tranche outstanding) or any of the Programme Documents to which it is a party occurs which is not remedied within 30 days after the Representative of the Covered Bondholders has given written notice thereof to the Issuer; or
- (iii) ***Cross-default:*** any of the events described in paragraphs (i) to (ii) above occurs in respect of any other Series of Covered Bonds; or
- (iv) ***Insolvency:*** an Insolvency Event occurs with respect to the Issuer; or
- (v) ***Article 74 resolution:*** a resolution pursuant to article 74 of the Consolidated Banking Act is issued in respect of the Issuer; or
- (vi) ***Cessation of business:*** the Issuer ceases to carry on its primary business; or
- (vii) ***Breach of the Statutory Tests and/or the Asset Coverage Test:*** any of the Statutory Tests and/or the Asset Coverage Test are breached and are not remedied within the Test Grace Period,

then the Representative of the Covered Bondholders shall serve an Issuer Default Notice on the Issuer and the Guarantor demanding payment under the Covered Bond Guarantee, and specifying, in case of the Issuer Event of Default referred to under item (v) (*Article 74 resolution*) above, that the Issuer Event of Default may be temporary.

### (b) ***Effect of an Issuer Default Notice:***

Upon service of an Issuer Default Notice upon the Issuer and the Guarantor:

- (i) ***No further Series of Covered Bonds:*** the Issuer may not issue any further Series of Covered Bonds;
- (ii) ***Covered Bond Guarantee:***
  - (a) interest and principal falling due on the Covered Bonds will be payable by the Guarantor at the time and in the manner provided under these Conditions, subject to and in accordance with the terms of the Covered Bond Guarantee and the applicable Priority of Payments;
  - (b) the Guarantor (or the Representative of the Covered Bondholders pursuant to the Intercreditor Agreement) shall be entitled to request from the Issuer an amount up to the Guaranteed Amounts and any sum so received or recovered from the Issuer will be used to make payments in accordance with the Covered Bond Guarantee;

- (c) if (i) the right of the Guarantor under Condition 10(b)(ii)(b) is in any way challenged or revoked and (ii) a Programme Resolution of the Covered Bondholders has been passed to this effect, the Covered Bonds will become immediately due and payable by the Issuer, at their Early Termination Amount together with accrued interest thereon and the Guarantor will no longer be entitled to request from the Issuer the amount set out under Condition 10(b)(ii)(b);

- (iii) *Disposal of Assets*: the Guarantor shall sell the Eligible Assets included in the Cover Pool in accordance with the provisions of the Cover Pool Management Agreement,

*provided that*, in case of the Issuer Event of Default referred to under item (v) (*Article 74 resolution*) above, the effects listed in items (i) (*No further Series of Covered Bonds*), (ii) (*Covered Bond Guarantee*) and (iii) (*Disposal of Assets*) above will only apply for as long as the suspension of payments pursuant to Article 74 of the Consolidated Banking Act will be in force and effect (the "**Suspension Period**"). Accordingly (A) the Guarantor, in accordance with the Securitisation and Covered Bond Law, shall be responsible for the payments of the amounts due and payable under the Covered Bonds during the Suspension Period and (B) at the end of the Suspension Period, the Issuer shall be again responsible for meeting the payment obligations under the Covered Bonds.

(c) ***Issuer cross-default***

Neither an event of default in respect of any other indebtedness of the Issuer (including other debt securities of the Issuer) nor acceleration of such indebtedness will of itself give rise to an Issuer Event of Default. In addition, an Issuer Event of Default will not automatically give rise to a Guarantor Event of Default, *provided however that*, where a Guarantor Event of Default occurs and the Representative of the Covered Bondholders serves a Guarantor Default Notice upon the Guarantor, such Guarantor Default Notice will accelerate each Series of outstanding Covered Bonds issued under the Programme.

(d) ***Guarantor Events of Default***:

If any of the following events (each, a "**Guarantor Event of Default**") occurs and is continuing:

- (i) *Non-payment*: following delivery of an Issuer Default Notice, the Guarantor fails to pay any interest and/or principal due and payable under the Covered Bond Guarantee and such breach is not remedied within the next following 15 (fifteen) Business Days, in case of amounts of interests, or 20 (twenty) Business Days, in case of amounts of principal or redemption, as the case may be; or
- (ii) *Insolvency*: an Insolvency Event occurs with respect to the Guarantor; or
- (iii) *Breach of other obligation*: a material breach of any obligation under the Programme Documents by the Guarantor occurs (other than payment obligations referred to in letter (i) above) which is not remedied within 30 days after the Representative of the Covered Bondholders has given written notice thereof to the Guarantor; or
- (iv) *Breach of Amortisation Test*: following the service of an Issuer Default Notice (provided that, in case the Issuer Event of Default consists of an Article 74 Event, the Representative of the Covered Bondholders has not delivered an Article 74 Event Cure Notice), the Amortisation Test is breached and is not remedied within the Test Grace Period; or
- (v) *Invalidity of the Covered Bond Guarantee*: the Covered Bond Guarantee is not in full force and effect or it is claimed by the Guarantor not to be in full force and effect,

then the Representative of the Covered Bondholders shall or, in the case of the Guarantor Event of Default under Condition 10(d)(iii) (*Breach of other obligation*) shall, if so directed by a Programme Resolution, serve a Guarantor Default Notice on the Guarantor.

(e) ***Effect of a Guarantor Default Notice:***

Upon service of a Guarantor Default Notice upon the Guarantor:

- (i) *Acceleration of Covered Bonds:* the Covered Bonds shall become immediately due and payable at their Early Termination Amount together, if appropriate, with any accrued interest;
  - (ii) *Covered Bond Guarantee:* subject to and in accordance with the terms of the Covered Bond Guarantee, the Representative of the Covered Bondholders, on behalf of the Covered Bondholders, shall have a claim against the Guarantor for an amount equal to the Early Termination Amount, together with accrued interest and any other amount due under the Covered Bonds (other than additional amounts payable under Condition 9(a) (*Gross up by Issuer*)) in accordance with the applicable Priority of Payments;
  - (iii) *Disposal of assets:* the Guarantor shall immediately sell all assets included in the Cover Pool in accordance with the provisions of the Cover Pool Management Agreement; and
  - (iv) *Enforcement:* the Representative of the Covered Bondholders may, at its discretion and without further notice subject to having been indemnified and/or secured to its satisfaction, take such steps and/or institute such proceedings against the Issuer or the Guarantor (as the case may be) as it may think fit to enforce such payments, but it shall not be bound to take any such proceedings or steps unless requested or authorised by a Programme Resolution of the Covered Bondholders.
- (f) ***Guarantor cross-default***

Where a Guarantor Event of Default occurs, the Representative of the Covered Bondholders will serve on the Guarantor a Guarantor Default Notice, thereby accelerating the Covered Bond Guarantee in respect of each Series of outstanding Covered Bonds issued under the Programme. However, an Issuer Event of Default will not automatically give rise to a Guarantor Event of Default.

(g) ***Determinations, etc***

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 10 by the Representative of the Covered Bondholders shall (in the absence of fraud (*frode*), gross negligence (*colpa grave*) or wilful default (*dolo*)) be binding on the Issuer, the Guarantor and all Covered Bondholders and (in such absence as aforesaid) no liability to the Covered Bondholders, the Issuer or the Guarantor shall attach to the Representative of the Covered Bondholders in connection with the exercise or non-exercise by it of its powers, duties and discretions hereunder.

## **11. Prescription**

Claims for payment under the Covered Bonds shall become void unless made within ten years (in respect of principal) or five years (in respect of interest) from the due date thereof.

## **12. Representative of the Covered Bondholders**

- (a) Organisation of the Covered Bondholders:

The Organisation of the Covered Bondholders shall be established upon, and by virtue of, the issuance

of the first Series of Covered Bonds under the Programme and shall remain in force and in effect until repayment in full or cancellation of the Covered Bonds of any Series. Pursuant to the Rules of the Organisation of the Covered Bondholders, for as long as the Covered Bonds are outstanding, there shall at all times be a Representative of the Covered Bondholders. The appointment of the Representative of the Covered Bondholders as legal representative of the Organisation of the Covered Bondholders is made by the Covered Bondholders subject to and in accordance with the Rules of the Organisation of the Covered Bondholders.

(b) ***Initial appointment***

In the Programme Agreement, the Relevant Dealer(s) has or have appointed the Representative of the Covered Bondholders to perform the activities described in the Programme Agreement, in these Conditions (including the Rules of the Organisation of Covered Bondholders), in the Intercreditor Agreement, in the Mandate Agreement and in the other Programme Documents, and the Representative of the Covered Bondholders has accepted such appointment for the period commencing on the Issue Date of the first Series of Covered Bonds and ending (subject to early termination of its appointment) on the date on which all of the Covered Bonds have been cancelled or redeemed in accordance with these Conditions and the relevant Final Terms.

(c) ***Acknowledgment by Covered Bondholders***

Each Covered Bondholder, by reason of holding Covered Bonds:

- (i) recognises the Representative of the Covered Bondholders as its representative and (to the fullest extent permitted by law) agrees to be bound by any agreement entered into from time to time by the Representative of the Covered Bondholders in such capacity as if such Covered Bondholder were a signatory thereto; and
- (ii) acknowledges and accepts that the Relevant Dealer(s) shall not be liable in respect of any loss, liability, claim, expenses or damage suffered or incurred by any of the Covered Bondholders as a result of the performance by the Representative of the Covered Bondholders of its duties or the exercise of any of its rights under the Programme Documents.

### **13. Agents**

In acting under the Cash Allocation, Management and Payments Agreement and in connection with the Covered Bonds, the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, acts solely as an agent of the Issuer and, following service of an Issuer Default Notice or a Guarantor Default Notice, as an agent of the Guarantor and does not assume any obligations towards or relationship of agency or trust for or with any of the Covered Bondholders.

In accordance with clause 9.4 of the Cash Allocation, Management and Payments Agreement, following the occurrence of an event listed under letters (a), (b), (c), (d) and (e) of clause 9.4.1 of the Cash Allocation, Management and Payments Agreement, the Back-up Guarantor Paying Agent will assume the role of Guarantor Paying Agent and will then perform the activities required to be carried out by the Guarantor Paying Agent in accordance with the provisions set out under the Cash Allocation, Management and Payments Agreement.

The Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, and its initial Specified Offices are set out in these Conditions. The Guarantor Calculation Agent (if not the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be or) is specified in the relevant Final Terms.

The Guarantor reserve the right at any time to vary or terminate the appointment of the Issuer Paying

Agent or the Guarantor Paying Agent or the Guarantor Calculation Agent, as the case may be, and to appoint a successor Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, or the Guarantor Calculation Agent; *provided, however, that*:

- (i) the Issuer and the Guarantor shall at all times maintain an Issuer Paying Agent or the Guarantor Paying Agent, as the case may be; and
- (ii) the Issuer and the Guarantor shall at all times procure that the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, operates in an EU member state such that it will not be obliged to withhold or deduct tax; and
- (iii) if a Guarantor Calculation Agent is specified in the relevant Final Terms, the Issuer and the Guarantor shall at all times maintain a Guarantor Calculation Agent; and
- (iv) if and for so long as the Covered Bonds are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a paying agent in any particular place, the Issuer and the Guarantor shall maintain a paying agent having its specified office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be or in its Specified Offices shall promptly be given to the Covered Bondholders.

In acting under the Cash Allocation, Management and Payments Agreement and in connection with the Covered Bonds, the Account Bank acts solely as an agent of the Guarantor (or the Representative of the Covered Bondholders, as the case may be) and in no event the Account Bank assumes any duties, or obligations or position of trust in respect of the Covered Bondholders.

In accordance with clause 9.2 of the Cash Allocation, Management and Payments Agreement, following the occurrence of an event listed under letters (a), (b), (c), (d) and (e) of clause 9.2.1 of the Cash Allocation, Management and Payments Agreement, the Back-up Account Bank will assume the role of Account Bank and will then perform the activities required to be carried out by the Account Bank in accordance with the provisions set out under the Cash Allocation, Management and Payments Agreement.

#### **14. Further Issues**

The Issuer may from time to time, without the consent of the Covered Bondholders, create and issue further Covered Bonds having the same terms and conditions as the Covered Bonds in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Covered Bonds.

#### **15. Limited Recourse and Non Petition**

##### **(a) *Limited Recourse***

The obligations of the Guarantor under the Covered Bond Guarantee constitute direct and unconditional, unsubordinated and limited recourse obligations of the Guarantor, collateralised by the Cover Pool as provided under the Securitisation and Covered Bond Law and the Bank of Italy Regulations. The recourse of the Covered Bondholders to the Guarantor under the Covered Bond Guarantee will be limited to the assets comprised in the Cover Pool subject to, and in accordance with, the relevant Priority of Payments pursuant to which specified payments will be made to other parties prior to payments to the Covered Bondholders.

(b) ***Non Petition***

Only the Representative of the Covered Bondholders may pursue the remedies available under the general law or under the Programme Documents to obtain payment of the Guaranteed Amounts or enforce the Covered Bond Guarantee and/or the Security and no Covered Bondholder shall be entitled to proceed directly against the Guarantor to obtain payment of the Guaranteed Amounts or to enforce the Covered Bond Guarantee and/or the Security. In particular:

- (i) no Covered Bondholder (nor any person on its behalf) is entitled, otherwise than as permitted by the Programme Documents, to direct the Representative of the Covered Bondholders to enforce the Covered Bond Guarantee and/or the Security or (except for the Representative of the Covered Bondholders) take any proceedings against the Guarantor to enforce the Covered Bond Guarantee and/or the Security;
- (ii) no Covered Bondholder (nor any person on its behalf, other than the Representative of the Covered Bondholders, where appropriate) shall, save as expressly permitted by the Programme Documents, have the right to take or join any person in taking any steps against the Guarantor for the purpose of obtaining payment of any amount due from the Guarantor;
- (iii) at least until the date falling two years and one day after the date on which all Series of Covered Bonds issued in the context of the Programme have been cancelled or redeemed in full in accordance with their Final Terms together with any payments payable in priority or *pari passu* thereto, no Covered Bondholder (nor any person on its behalf, other than the Representative of the Covered Bondholders) shall initiate or join any person in initiating an Insolvency Event in relation to the Guarantor; and
- (iv) no Covered Bondholder shall be entitled to take or join in the taking of any corporate action, legal proceedings or other procedure or step which would result in the Priorities of Payments not being complied with.

**16. Notices**

(a) ***Notices given through Euronext Securities Milan***

Any notice regarding the Covered Bonds, as long as the Covered Bonds are held through Euronext Securities Milan, shall be deemed to have been duly given if given through the systems of Euronext Securities Milan.

(b) ***Notices through Luxembourg Stock Exchange***

Any notice regarding the Covered Bonds, as long as the Covered Bonds are admitted to trading on the regulated market of the Luxembourg Stock Exchange and the rules of such exchange so require, shall be deemed to have been duly given if published on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)). 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 accordance with the rules and regulation of the Luxembourg Stock Exchange.

(c) ***Other publication***

The Representative of the Covered Bondholders shall be at liberty to sanction any other method of giving notice to Covered Bondholders if, in its sole opinion, such other method is reasonable having regard to market practice then prevailing and to the rules of the competent authority, stock exchange and/or quotation system by which the Covered Bonds are then admitted to trading and *provided that* notice of



such other method is given to the holders of the Covered Bonds in such manner as the Representative of the Covered Bondholders shall require.

#### **17. Rounding**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent being rounded up to 0.00001 per cent), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

#### **18. Governing Law and Jurisdiction**

##### **(a) *Governing law***

These Covered Bonds and any non-contractual obligations arising out of, or in connection, thereof are governed by Italian law. All other Programme Documents and any non-contractual obligations arising out of, or in connection, thereof are governed by Italian law, save for the Swap Agreements and the Deed of Charge, which are governed by English law.

##### **(b) *Jurisdiction***

The courts of Milan have exclusive competence for the resolution of any dispute that may arise in relation to the Covered Bonds or their validity, interpretation or performance.

##### **(c) *Relevant legislation***

Anything not expressly provided for in these Conditions will be governed by the provisions of the Securitisation and Covered Bond Law and, if applicable, article 58 of the Consolidated Banking Act, the Bank of Italy Regulations.

# RULES OF THE ORGANISATION OF THE COVERED BONDHOLDERS

## TITLE I

### GENERAL PROVISIONS

#### 1. GENERAL

- 1.1 The Organisation of the Covered Bondholders in respect of all Covered Bonds of whatever Series issued under the Programme by Banca Sella S.p.A. is created concurrently with the issue and subscription of the Covered Bonds of the first Series to be issued and is governed by these Rules of the Organisation of the Covered Bondholders ("**Rules**").
- 1.2 These Rules shall remain in force and effect until full repayment or cancellation of all the Covered Bonds of whatever Series.
- 1.3 The contents of these Rules are deemed to be an integral part of the Terms and Conditions of the Covered Bonds (the "**Conditions**") of each Series issued by the Issuer.

#### 2. DEFINITIONS AND INTERPRETATION

##### 2.1 *Definitions*

In these Rules, the terms below shall have the following meanings:

"**Block Voting Instruction**" means, in relation to a Meeting, a document issued by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be:

- (a) certifying that specified Covered Bonds are held to the order of the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, or under its control or have been blocked in an account with a clearing system and will not be released until a the earlier of:
- (i) a specified date which falls after the conclusion of the Meeting; and
  - (ii) the surrender to the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, which is to be issued not less than 48 hours before the time fixed for the Meeting (or, if the meeting has been adjourned, the time fixed for its resumption), of confirmation that the Covered Bonds are Blocked Covered Bonds and notification of the release thereof by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, to the Issuer and Representative of the Covered Bondholders certifying that the Holder of the relevant Blocked Covered Bonds or a duly authorised person on its behalf has notified the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, that the votes attributable to such Covered Bonds 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;
- (b) listing the aggregate principal amount of such specified Blocked Covered Bonds, distinguishing between those amounts in respect of which instructions have been given to vote for, and against, each resolution; and
- (c) authorising a named individual to vote in accordance with such instructions.

"**Blocked Covered Bonds**" means Covered Bonds which have been blocked in an account with a clearing system for the purpose of obtaining a Voting Certificate or otherwise are held to the order of or under the control of the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, for the purpose

of obtaining from the Issuer Paying Agent or the Guarantor Paying Agent a Block Voting Instruction, on terms that they will not be released until after the conclusion of the Meeting in respect of which the Block Voting Instruction or Voting Certificate is required.

"**Chairman**" means, in relation to any Meeting, the person who takes the chair in accordance with Article 8 (*Chairman of the Meeting*).

"**Cover Pool**" has the meaning given to it in the Master Definitions Agreement.

"**Euronext Securities Milan Account Holder**" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Euronext Securities Milan (as *intermediari aderenti*) in accordance with article 83-*quarter* of the Financial Law Consolidated Act.

"**Event of Default**" means an Issuer Event of Default or a Guarantor Event of Default.

"**Extraordinary Resolution**" means a resolution passed at a Meeting, duly convened and held in accordance with the provisions contained in these Rules by a majority of not less than three quarters of the votes cast or, in the case of a resolution pursuant to Condition 10(b)(ii)(c) (*Effect of an Issuer Default Notice - Covered Bond Guarantee*), by a majority of not less than 50 per cent. of the Outstanding Principal Amount of the Covered Bonds of the relevant Series then outstanding.

"**Holder**" or "**holder**" means in respect of Covered Bonds, the ultimate owner of such Covered Bonds.

"**Liabilities**" means losses, liabilities, inconvenience, costs, expenses, damages, claims, actions or demands.

"**Meeting**" means a meeting of Covered Bondholders (whether originally convened or resumed following an adjournment).

"**Ordinary Resolution**" means any resolution passed at a Meeting, duly convened and held in accordance with the provisions contained in these Rules by a majority of more than 50 per cent. of the votes cast.

"**Programme Resolution**" means an Extraordinary Resolution passed at a single meeting of the Covered Bondholders of all Series, duly convened and held in accordance with the provisions contained in these Rules (i) to direct the Representative of the Covered Bondholders to take action pursuant to Condition 10(b)(ii)(c) (*Effect of an Issuer Default Notice - Covered Bond Guarantee*), Condition 10(d)(iii) (*Guarantor Event of Default - Breach of other obligation*) or Condition 10(d)(iv) (*Guarantor Event of Default - Enforcement*) or to appoint or remove the Representative of the Covered Bondholders pursuant to Article 26 (*Appointment, Removal and Remuneration*); or (ii) to direct the Representative of the Covered Bondholders to take other action stipulated in the Conditions or the Programme Documents as requiring a Programme Resolution.

"**Proxy**" means a person appointed to vote under a Voting Certificate as a proxy or a person appointed to vote under a Block Voting Instruction, in each case other than.

- (a) any person whose appointment has been revoked and in relation to whom the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, or, in the case of a proxy appointed under a Voting Certificate, the Issuer has been notified in writing of such revocation by the time which is 48 hours before the time fixed for the relevant Meeting; and
- (b) any person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been reappointed to vote at the Meeting when it is resumed.

"**Resolutions**" means the Ordinary Resolutions, the Extraordinary Resolutions and the Programme

Resolutions, collectively.

"**Swap Rate**" means, in relation to a Covered Bond or Series of Covered Bonds, the exchange rate specified in any Swap Agreement relating to such Covered Bond or Series of Covered Bonds or, if there is no exchange rate specified or if the Swap Agreement has terminated, the applicable spot rate.

"**Transaction Party**" means any person who is a party to a Programme Document.

"**Voter**" means, in relation to a Meeting, the Holder or a Proxy named in a Voting Certificate, the bearer of a Voting Certificate, or a Proxy named in a Block Voting Instruction issued by the Issuer Paying Agent or the Guarantor Paying Agent as the case may be.

"**Voting Certificate**" means, in relation to any Meeting a certificate issued by a Euronext Securities Milan Account Holder in accordance with the regulation issued jointly by the Bank of Italy and CONSOB on 13 August 2018, as amended from time to time.

"**Written Resolution**" means a resolution in writing signed by or on behalf of one or more persons being or representing the holders of at least 75 per cent of the Outstanding Principal Amount of the Covered Bonds for the time being outstanding, the holders of which at any relevant 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 Covered Bondholders.

"**24 hours**" means a period of 24 hours including all or part of a day on which banks are open for business both in the place where any relevant Meeting is to be held and the places where the Issuer Paying Agent has its Specified Office.

"**48 hours**" means two consecutive periods of 24 hours.

Unless otherwise provided in these Rules, or unless the context requires otherwise, words and expressions used in these Rules shall have the meanings and the construction ascribed to them in the Conditions to which these Rules are attached.

## 2.2 *Interpretation*

In these Rules:

- 2.2.1 any reference herein to an "**Article**" shall, except where expressly provided to the contrary, be a reference to an article of these Rules of the Organisation of the Covered Bondholders;
- 2.2.2 a "**successor**" of any party shall be construed so as to include an assignee or successor in title of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under any Programme Document or to which, under such laws, such rights and obligations have been transferred; and
- 2.2.3 any reference to any Transaction Party shall be construed so as to include its and any subsequent successors and transferees in accordance with their respective interests.

## 2.3 *Separate Series*

Subject to the provisions of the next sentence, the Covered Bonds of each Series shall form a separate Series of Covered Bonds and accordingly, unless for any purpose the Representative of the Covered Bondholders in its absolute discretion shall otherwise determine, the provisions of this sentence and of Articles 3 (*Purpose of the Organisation*) to 24 (*Meetings and Separate Series*) and Articles 28 (*Duties and*

*Powers of the Representative of the Covered Bondholders*) to 36 (*Powers to Act on behalf of the Guarantor*) shall apply mutatis mutandis separately and independently to the Covered Bonds of each Series. However, for the purposes of this Article 2.3:

2.3.1 Articles 26 (*Appointment, Removal and Remuneration*) and 27 (*Resignation of the Representative of the Covered Bondholders*); and

2.3.2 insofar as they relate to a Programme Resolution, Articles 3 (*Purpose of the Organisation*) to 24 (*Meetings and Separate Series*) and 28 (*Duties and Powers of the Representative of the Covered Bondholders*) to 36 (*Powers to Act on behalf of the Guarantor*),

the Covered Bonds shall be deemed to constitute a single Series and the provisions of such Articles shall apply to all the Covered Bonds together as if they constituted a single Series and, in such Articles, the expressions "**Covered Bonds**" and "**Covered Bondholders**" shall be construed accordingly.

### 3. **PURPOSE OF THE ORGANISATION**

3.1 Each Covered Bondholder, whatever Series of the Covered Bonds he holds, is a member of the Organisation of the Covered Bondholders.

3.2 The purpose of the Organisation of the Covered Bondholders is to co-ordinate the exercise of the rights of the Covered Bondholders and, more generally, to take any action necessary or desirable to protect the interest of the Covered Bondholders.

## TITLE II

### MEETINGS OF THE COVERED BONDHOLDERS

#### 4. **VOTING CERTIFICATES AND BLOCK VOTING INSTRUCTIONS**

4.1 A Covered Bondholder may obtain a Voting Certificate in respect of a Meeting by requesting its Euronext Securities Milan Account Holder to issue a certificate in accordance with the regulation issued jointly by the Bank of Italy and CONSOB on 13 August 2018, as amended from time to time.

4.2 A Covered Bondholder may also require the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be to issue a Block Voting Instruction by arranging for Covered Bonds to be (to the satisfaction of the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be) held to its order or under its control or blocked in an account in a clearing system (other than Euronext Securities Milan) not later than 48 hours before the time fixed for the relevant Meeting.

4.3 A Voting Certificate or Block Voting Instruction issued pursuant to this Article 4 shall be valid until the release of the Blocked Covered Bonds to which it relates.

4.4 So long as a Voting Certificate or Block Voting Instruction is valid, the person named therein as Holder or Proxy (in the case of a Voting Certificate issued by a Euronext Securities Milan Account Holder), the bearer thereof and any Proxy named therein (in the case of a Block Voting Instruction issued by the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be) shall be deemed to be the Holder of the Covered Bonds to which it relates for all purposes in connection with the Meeting to which such Voting Certificate or Block Voting Instruction relates.

4.5 A Voting Certificate and a Block Voting Instruction cannot be outstanding simultaneously in respect of the same Covered Bonds.

4.6 References to the blocking or release of Covered Bonds shall be construed in accordance with the usual practices (including blocking the relevant account) of any Relevant Clearing System.

## 5. **VALIDITY OF BLOCK VOTING INSTRUCTIONS AND VOTING CERTIFICATE**

A Block Voting Instruction or a Voting Certificate shall be valid for the purpose of the relevant Meeting only if it is deposited at the Specified Offices of the Issuer Paying Agent, or the Guarantor Paying Agent, as the case may be, or at any other place approved by the Representative of the Covered Bondholders, at least 24 hours before the time fixed for the relevant Meeting. If a Block Voting Instruction or a Voting Certificate is not deposited before such deadline, it shall not be valid. If the Representative of the Covered Bondholders so requires, a notarised (or otherwise acceptable) copy of each Block Voting Instruction and satisfactory evidence of the identity of each Proxy named in a Block Voting Instruction or of each Holder or Proxy named in a Voting Certificate shall be produced at the Meeting but the Representative of the Covered Bondholders shall not be obliged to investigate the validity of a Block Voting Instruction or a Voting Certificate or the identity of any Proxy or any holder of the Covered Bonds named in a Voting Certificate or a Block Voting Instruction.

## 6. **CONVENING A MEETING**

### 6.1 ***Convening a Meeting***

The Representative of the Covered Bondholders, the Guarantor or the Issuer may and (in relation to a meeting for the passing of a Programme Resolution) the Issuer shall upon a requisition in writing signed by the holders of not less than five per cent. of the Outstanding Principal Amount of the Covered Bonds for the time being outstanding convene a meeting of the Covered Bondholders and if the Issuer makes default for a period of seven days in convening such a meeting upon requisition by the Covered Bondholders the same may be convened by the Representative of the Covered Bondholders or the requisitionists. The Representative of the Covered Bondholders may convene a single meeting of the holders of Covered Bonds of more than one Series if in the opinion of the Representative of the Covered Bondholders there is no conflict between the holders of the Covered Bonds of the relevant Series, or separate meetings if in its opinion there is a conflict of interest among the holders of the Covered Bonds of the relevant Series, in which event the provisions of this Schedule shall apply thereto *mutatis mutandis*.

### 6.2 ***Meetings convened by Issuer***

Whenever the Issuer is about to convene a Meeting, it shall immediately give notice in writing to the Representative of the Covered Bondholders specifying the proposed day, time and place of the Meeting, and the items to be included in the agenda.

### 6.3 ***Time and place of Meetings***

Every Meeting will be held on a date and at a time and place selected or approved by the Representative of the Covered Bondholders.

Meetings may also be held where there are Voters located at different places connected via audio-conference or video-conference, provided that:

- (i) the Chairman may 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;
- (ii) the person drawing up the minutes may hear well the meeting events being the subject-matter of the minutes;
- (iii) each Voter attending via audio-conference or video-conference may follow and intervene in the discussions and vote the items on the agenda in real time;

- (iv) 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 video-conference equipment.

For the avoidance of doubt, the Meeting is deemed to take place where the Chairman and the person drawing up the minutes will be.

## 7. NOTICE

### 7.1 *Notice of Meeting*

At least 21 days' notice (exclusive of the day notice is delivered and of the day on which the relevant Meeting is to be held), specifying the day, time and place of the Meeting, must be given to the relevant Covered Bondholders and the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, with a copy to the Issuer and the Guarantor, where the Meeting is convened by the Representative of the Covered Bondholders, or with a copy to the Representative of the Covered Bondholders and the Guarantor, where the Meeting is convened by the Issuer.

### 7.2 *Content of notice*

The notice shall set out the full text of any resolution to be proposed at the Meeting unless the Representative of the Covered Bondholders agrees that the notice shall instead specify the nature of the resolution without including the full text and shall state that Voting Certificates for the purpose of such Meeting may be obtained from a Euronext Securities Milan Account Holder in accordance with the provisions of the regulation issued jointly by the Bank of Italy and CONSOB on 13 August 2018, as amended from time to time and that for the purpose of obtaining a Block Voting Instruction from the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, Covered Bonds must (to the satisfaction of the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be) be held to the order of or placed under the control of the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, or blocked in an account with a clearing system not later than 48 hours before the relevant Meeting.

### 7.3 *Validity notwithstanding lack of notice*

A Meeting is valid notwithstanding that the formalities required by this Article 7 are not complied with if the Holders of the Covered Bonds constituting all the Outstanding Principal Amount of the Covered Bonds, the Holders of which are entitled to attend and vote are represented at such Meeting and the Issuer and the Representative of the Covered Bondholders are present.

## 8. CHAIRMAN OF THE MEETING

### 8.1 *Appointment of Chairman*

An individual (who may, but need not be, a Covered Bondholder), nominated by the Representative of the Covered Bondholders may take the chair at any Meeting, but if:

- 8.1.1 the Representative of the Covered Bondholders fails to make a nomination; or
- 8.1.2 the individual nominated declines to act or is not present within 15 minutes after the time fixed for the Meeting,

the Meeting shall be chaired by the person elected by the majority of the Voters present, failing which, the Issuer shall appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as was Chairman at the original Meeting.

## 8.2 *Duties of Chairman*

The Chairman ascertains that the Meeting has been duly convened and validly constituted, manages the business of the Meeting, monitors the fairness of proceedings, leads and moderates the debate, and determines the mode of voting.

## 8.3 *Assistance to Chairman*

The Chairman may be assisted by outside experts or technical consultants, specifically invited to assist in any given matter, and may appoint one or more–vote counters, who are not required to be Covered Bondholders.

## 9. **QUORUM**

9.1 The quorum at any Meeting will be:

9.1.1 in the case of an Ordinary Resolution, two or more persons holding or representing at least one third of the Outstanding Principal Amount of the Covered Bonds for the time being outstanding, the holders of which are entitled to attend and vote or, at an adjourned Meeting, two or more persons being or representing Covered Bondholders entitled to attend and vote, whatever the Outstanding Principal Amount of the Covered Bonds so held or represented; or

9.1.2 in the case of an Extraordinary Resolution or a Programme Resolution (subject as provided below), two or more persons holding or representing at least 50 per cent. of the Outstanding Principal Amount of the Covered Bonds for the time being outstanding, the holders of which are entitled to attend and vote or, at an adjourned Meeting, two or more persons being or representing Covered Bondholders entitled to attend and vote, whatever the Outstanding Principal Amount of the Covered Bonds so held or represented; or

9.1.3 at any meeting the business of which includes any of the following matters (other than in relation to a Programme Resolution) (each of which shall, subject only to Article 31.4 (*Obligation to act*) and Article 32.4 (*Obligation to exercise powers*), only be capable of being effected after having been approved by Extraordinary Resolution) namely:

- (a) reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of payment or, where applicable, modification of the method of calculating the date of payment in respect of any principal or interest in respect of the Covered Bonds;
- (b) alteration of the currency in which payments under the Covered Bonds are to be made;
- (c) alteration of the majority required to pass an Extraordinary Resolution;
- (d) any amendment to the Covered Bond Guarantee or the Deed of Pledge or the Deed of Charge (except in a manner determined by the Representative of the Covered Bondholders not to be materially prejudicial to the interests of the Covered Bondholders of any Series);
- (e) the sanctioning of any such scheme or proposal to effect the exchange, conversion or substitution of the Covered Bonds for, or the conversion of such Covered Bonds into, shares, bonds or other obligations or securities of the Issuer or the Guarantor or any other person or body corporate, formed or to be formed; and
- (f) alteration of this Article 9.1.3;



(each a "**Series Reserved Matter**"), the quorum shall be two or more persons being or representing holders of not less than two-thirds of the aggregate Outstanding Principal Amount of the Covered Bonds of such Series for the time being outstanding or, at any adjourned meeting, two or more persons being or representing not less than one-third of the aggregate Outstanding Principal Amount of the Covered Bonds of such Series for the time being outstanding.

*provided that*, if in respect of any Covered Bonds the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, has received evidence that ninety per cent (90 per cent.) of the Outstanding Principal Amount of Covered Bonds then outstanding is held by a single Holder and the Voting Certificate or Block Voting Instruction so states, then a single Voter appointed in relation thereto or being the Holder of the Covered Bonds thereby represented shall be deemed to be two Voters for the purpose of forming a quorum.

## 10. **ADJOURNMENT FOR WANT OF QUORUM**

10.1 If a quorum is not present for the transaction of any particular business within 15 minutes after the time fixed for any Meeting, then, without prejudice to the transaction of the business (if any) for which a quorum is present:

10.1.1 if such Meeting was convened upon the requisition of Covered Bondholders, the Meeting shall be dissolved; and

10.1.2 in any other case, the Meeting shall be adjourned (i) until such date (which shall be not less than 14 days and not more than 42 days later) and to such place as the Chairman determines or (ii) on the date and at the place indicated in the notice convening the Meeting (if such notice sets out the date and place of any adjourned Meeting); provided that, in any case:

(a) a Meeting may be adjourned more than once for want of a quorum; and

(b) the Meeting shall be dissolved if the Issuer and the Representative of the Covered Bondholders together so decide.

10.2 If within 15 minutes (or such longer period not exceeding 30 minutes as the Chairman may decide) after the time appointed for any adjourned meeting a quorum is not present for the transaction of any particular business, then, subject and without prejudice to the transaction of the business (if any) for which a quorum is present, the Chairman may either (with the approval of the Representative of the Covered Bondholders) dissolve such meeting or adjourn the same for such period, being not less than 13 clear days (but without any maximum number of clear days), and to such place as may be appointed by the Chairman either at or subsequent to such adjourned meeting and approved by the Representative of the Covered Bondholders.

## 11. **ADJOURNED MEETING**

Except as provided in Article 10 (*Adjournment for Want of Quorum*), the Chairman may, with the prior consent of any Meeting, and shall if so directed by any Meeting, adjourn such Meeting to another time and place. No business shall be transacted at any adjourned meeting except business which might have been transacted at the Meeting from which the adjournment took place.

## 12. **NOTICE FOLLOWING ADJOURNMENT**

### 12.1 ***Notice required***

Article 7 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for lack of a

quorum except that:

12.1.1 10 days' notice (exclusive of the day on which the notice is delivered and of the day on which the Meeting is to be resumed) shall be sufficient; and

12.1.2 the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

## 12.2 ***Notice not required***

Except in the case of a Meeting to consider an Extraordinary Resolution, it shall not be necessary to give notice of resumption of any Meeting adjourned for reasons other than those described in Article 10 (*Adjournment for Want of Quorum*).

## 13. **PARTICIPATION**

The following categories of persons may attend and speak at a Meeting:

13.1 Voters;

13.2 the directors and the auditors of the Issuer and the Guarantor;

13.3 representatives of the Issuer, the Guarantor and the Representative of the Covered Bondholders;

13.4 financial advisers to the Issuer, the Guarantor and the Representative of the Covered Bondholders;

13.5 legal advisers to the Issuer, the Guarantor and the Representative of the Covered Bondholders; and

13.6 any other person authorised by virtue of a resolution of such Meeting or by the Representative of the Covered Bondholders.

## 14. **VOTING BY SHOW OF HANDS**

14.1 Every question submitted to a Meeting shall be decided in the first instance by a vote by a show of hands.

14.2 Unless a poll is validly demanded before or at the time that the result is declared, the Chairman's declaration that on a show of hands a resolution has been passed or passed by a particular majority or rejected, or rejected by a particular majority, shall be conclusive without proof of the number of votes cast for, or against, the resolution.

## 15. **VOTING BY POLL**

### 15.1 ***Demand for a poll***

A demand for a poll shall be valid if it is made by the Chairman, the Issuer, the Guarantor, the Representative of the Covered Bondholders or any one or more-Voters, whatever the Outstanding Principal Amount of the Covered Bonds held or represented by such Voter(s). A poll may be taken immediately or after such adjournment as is decided by the Chairman but any poll demanded on the election of a Chairman or on any question of adjournment shall be taken immediately. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business. The result of a poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

### 15.2 ***The Chairman and a poll***

The Chairman sets the conditions for the voting, including for counting and calculating the votes, and may set a time limit by which all votes must be cast. Any vote which is not cast in compliance with the terms specified by the Chairman shall be null and void. After voting ends, the votes shall be counted

and, after the counting, the Chairman shall announce to the Meeting the outcome of the vote.

## 16. VOTES

### 16.1 *Voting*

Each Voter shall have:

16.1.1 on a show of hands, one vote; and

16.1.2 on a poll every Voter who is present shall have one vote in respect of each Euro 1,000 or such other amount as the Representative of the Covered Bondholders may in its absolute discretion stipulate (or, in the case of meetings of holders of Covered Bonds denominated in another currency, such amount in such other currency as the Representative of the Covered Bondholders in its absolute discretion may stipulate) in the Outstanding Principal Amount of the Covered Bonds it holds or represents.

### 16.2 *Block Voting Instruction*

Unless the terms of any Block Voting Instruction or Voting Certificate state otherwise in the case of a Proxy, a Voter shall not be obliged to exercise all the votes to which such Voter is entitled or to cast all the votes he exercises the same way.

### 16.3 *Voting tie*

In the case of a voting tie, the relevant Resolution shall be deemed to have been rejected.

## 17. VOTING BY PROXY

### 17.1 *Validity*

Any vote by a Proxy in accordance with the relevant Block Voting Instruction or Voting Certificate appointing a Proxy shall be valid even if such Block Voting Instruction or Voting Certificate or any instruction pursuant to which it has been given had been amended or revoked *provided that* none of the Issuer, the Representative of the Covered Bondholders or the Chairman has been notified in writing of such amendment or revocation at least 24 hours prior to the time set for the relevant Meeting.

### 17.2 *Adjournment*

Unless revoked, the appointment of a Proxy under a Block Voting Instruction or a Voting Certificate in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment save that no such appointment of a Proxy in relation to a meeting originally convened which has been adjourned for want of a quorum shall remain in force in relation to such meeting when it is resumed. Any person appointed to vote at such Meeting must be re-appointed under a Block Voting Instruction or Voting Certificate to vote at the Meeting when it is resumed.

## 18. RESOLUTIONS

### 18.1 *Ordinary Resolutions*

Subject to Article 18.2 (*Extraordinary Resolutions*), a Meeting shall have the following powers exercisable by Ordinary Resolution, to:

18.1.1 grant any authority, order or sanction which, under the provisions of these Rules or of the Conditions, is required to be the subject of an Ordinary Resolution or required to be the subject of a resolution or determined by a Meeting and not required to be the subject of an Extraordinary Resolution; and

18.1.2 to authorise the Representative of the Covered Bondholders or any other person to execute all documents and do all things necessary to give effect to any Ordinary Resolution.

## 18.2 ***Extraordinary Resolutions***

A Meeting, in addition to any powers assigned to it in the Conditions, shall have power exercisable by Extraordinary Resolution to:

18.2.1 sanction any compromise or arrangement proposed to be made between the Issuer, the Guarantor, the Representative of the Covered Bondholders, the Covered Bondholders or any of them;

18.2.2 approve any modification, abrogation, variation or compromise in respect of (a) the rights of the Representative of the Covered Bondholders, the Issuer, the Guarantor, the Covered Bondholders or any of them, whether such rights arise under the Programme Documents or otherwise, and (b) these Rules, the Conditions or of any Programme Document or any arrangement in respect of the obligations of the Issuer under or in respect of the Covered Bonds, which, in any such case, shall be proposed by the Issuer, the Representative of the Covered Bondholders and/or any other party thereto;

18.2.3 assent to any modification of the provisions of these Rules or the Programme Documents which shall be proposed by the Issuer, the Guarantor, the Representative of the Covered Bondholders or of any Covered Bondholder;

18.2.4 direct the Representative of the Covered Bondholders to issue an Issuer Default Notice as a result of an Event of Default pursuant to Condition 10(a) (*Issuer Event of Default*) or a Guarantor Default Notice as a result of a Guarantor Event of Default pursuant to Condition 10(d) (*Guarantor Event of Default*);

18.2.5 discharge or exonerate, whether retrospectively or otherwise, the Representative of the Covered Bondholders from any Liability in relation to any act or omission for which the Representative of the Covered Bondholders has or may become liable pursuant or in relation to these Rules, the Conditions or any other Programme Document;

18.2.6 waive any breach or authorise any proposed breach by the Issuer, the Guarantor or (if relevant) any other Transaction Party of its obligations under or in respect of these Rules, the Covered Bonds or any other Programme Document or any act or omission which might otherwise constitute an Event of Default;

18.2.7 grant any authority, order or sanction which, under the provisions of these Rules or of the Conditions, must be granted by an Extraordinary Resolution;

18.2.8 authorise and ratify the actions of the Representative of the Covered Bondholders in compliance with these Rules, the Intercreditor Agreement and any other Programme Document;

18.2.9 to appoint any persons (whether Covered Bondholders or not) as a committee to represent the interests of the Covered Bondholders and to confer on any such committee any powers which the Covered Bondholders could themselves exercise by Extraordinary Resolution; and

18.2.10 authorise the Representative of the Covered Bondholders or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution.

## 18.3 ***Programme Resolutions***

A Meeting shall have power exercisable by a Programme Resolution to direct the Representative of the

Covered Bondholders to take action pursuant to Condition 10(b)(ii)(c) (*Issuer Event of Default – Covered Bond Guarantee*) or Condition 10(d)(iii) (*Guarantor Event of Default – Breach of other obligation*) or Condition 10(d)(iv) (*Guarantor Event of Default – Breach of Amortisation Test*) or to appoint or remove the Representative of the Covered Bondholders pursuant to Article 26 (*Appointment, Removal and Remuneration*) or to take any other action required by the Conditions or any Programme Documents to be taken by Programme Resolution.

#### 18.4 ***Other Series of Covered Bonds***

No Ordinary Resolution or Extraordinary Resolution other than a Programme Resolution that is passed by the Holders of one Series of Covered Bonds shall be effective in respect of another Series of Covered Bonds unless it is sanctioned by an Ordinary Resolution or Extraordinary Resolution (as the case may be) of the Holders of Covered Bonds then outstanding of that other Series.

### 19. **EFFECT OF RESOLUTIONS**

#### 19.1 ***Binding nature***

Subject to Article 18.4 (*Other Series of Covered Bonds*), any resolution passed at a Meeting of the Covered Bondholders of any Series duly convened and held in accordance with these Rules shall be binding upon all Covered Bondholders of any such Series, whether or not present at such Meeting and or not voting. A Programme Resolution passed at any Meeting of the holders of the Covered Bonds of all Series shall be binding on all holders of the Covered Bonds of all Series, whether or not present at the meeting.

#### 19.2 ***Notice of voting results***

Notice of the results of every vote on a resolution duly considered by Covered Bondholders shall be published (at the cost of the Issuer) in accordance with the Conditions and given to the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be (with a copy to the Issuer, the Guarantor and the Representative of the Covered Bondholders within 14 days of the conclusion of each Meeting).

### 20. **CHALLENGE TO RESOLUTIONS**

Any absent or dissenting Covered Bondholder has the right to challenge Resolutions which are not passed in compliance with the provisions of these Rules.

### 21. **MINUTES**

Minutes shall be made of all resolutions and proceedings of each Meeting and entered in books provided by the Issuer for that purpose. The minutes shall be signed by the Chairman and shall be *prima facie* evidence of the proceedings therein recorded. Unless and until the contrary is proved, every Meeting in respect of which minutes have been signed by the Chairman shall be regarded as having been duly convened and held and all resolutions passed or proceedings transacted shall be regarded as having been duly passed and transacted.

### 22. **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 Ordinary Resolution, as if it were an Ordinary Resolution.

### 23. **INDIVIDUAL ACTIONS AND REMEDIES**

Each Covered Bondholder has accepted and is bound by the provisions of Condition 15 (*Limited Recourse and Non Petition*) and, accordingly, if any Covered Bondholder is considering bringing

individual actions or using other individual remedies to enforce his/her rights under the Covered Bond Guarantee (hereinafter, a "**Claiming Covered Bondholder**"), then such Claiming Covered Bondholder intending to enforce his/her rights under the Covered Bonds will notify the Representative of the Covered Bondholders of his/her intention. The Representative of the Covered Bondholders shall inform the other Covered Bondholders in accordance with Condition 16 (*Notices*) of such prospective individual actions and remedies and invite them to raise, in writing, any objection that they may have by a specific date not more than 30 days after the date of the Representative of the Covered Bondholders' notification and not less than 10 days after such notification. If Covered Bondholders representing 5 per cent. or more of the aggregate Outstanding Principal Amount of the Covered Bonds then outstanding object to such prospective individual actions and remedies, then the Claiming Covered Bondholder will be prevented from taking any individual action or remedy (without prejudice to the fact that, after a reasonable period of time, the same matter may be resubmitted to the Representative of the Covered Bondholders pursuant to the terms of this Article 23).

## 24. **MEETINGS AND SEPARATE SERIES**

### 24.1 *Choice of Meeting*

If and whenever the Issuer shall have issued and have outstanding Covered Bonds of more than one Series the foregoing provisions of this Schedule shall have effect subject to the following modifications:

- 24.1.1 a resolution which in the opinion of the Representative of the Covered Bondholders affects the Covered Bonds of only one Series shall be deemed to have been duly passed if passed at a separate meeting of the holders of the Covered Bonds of that Series;
- 24.1.2 a resolution which in the opinion of the Representative of the Covered Bondholders affects the Covered Bonds of more than one Series but does not give rise to a conflict of interest between the holders of Covered Bonds of any of the Series so affected shall be deemed to have been duly passed if passed at a single meeting of the holders of the Covered Bonds of all the Series so affected;
- 24.1.3 a resolution which in the opinion of the Representative of the Covered Bondholders affects the Covered Bonds of more than one Series and gives or may give rise to a conflict of interest between the holders of the Covered Bonds of one Series or group of Series so affected and the holders of the Covered Bonds of another Series or group of Series so affected shall be deemed to have been duly passed only if passed at separate meetings of the holders of the Covered Bonds of each Series or group of Series so affected;
- 24.1.4 a Programme Resolution shall be deemed to have been duly passed only if passed at a single meeting of the Covered Bondholders of all Series; and
- 24.1.5 to all such meetings all the preceding provisions of these Rules shall *mutatis mutandis* apply as though references therein to Covered Bonds and Covered Bondholders were references to the Covered Bonds of the Series or group of Series in question or to the holders of such Covered Bonds, as the case may be.

### 24.2 *Denominations other than Euro*

If the Issuer has issued and has outstanding Covered Bonds which are not denominated in Euro in the case of any Meeting or request in writing or Written Resolution of holders of Covered Bonds of more than one currency (whether in respect of the meeting or any adjourned such Meeting or any poll resulting therefrom or any such request or Written Resolution) the Outstanding Principal Amount of such Covered

Bonds shall be the equivalent in Euro at the relevant Swap Rate. In such circumstances, on any poll each person present shall have one vote for each Euro 1.00 (or such other Euro amount as the Representative of the Covered Bondholders may in its absolute discretion stipulate) of the Outstanding Principal Amount of the Covered Bonds (converted as above) which he holds or represents.

## 25. **FURTHER REGULATIONS**

Subject to all other provisions contained in these Rules, the Representative of the Covered Bondholders may, without the consent of the Issuer, prescribe such further regulations regarding the holding of Meetings and attendance and voting at them and/or the provisions of a Written Resolution as the Representative of the Covered Bondholders in its sole discretion may decide.

### TITLE III

#### THE REPRESENTATIVE OF THE COVERED BONDHOLDERS

## 26. **APPOINTMENT, REMOVAL AND REMUNERATION**

### 26.1 *Appointment*

The appointment of the Representative of the Covered Bondholders takes place by Programme Resolution in accordance with the provisions of this Article 26, except for the appointment of the first Representative of the Covered Bondholders which will be Banca Finanziaria Internazionale S.p.A..

### 26.2 *Identity of Representative of the Covered Bondholders*

The Representative of the Covered Bondholders shall be:

26.2.1 a bank incorporated in any jurisdiction of the European Union or a bank incorporated in any other jurisdiction acting through an Italian branch; or

26.2.2 a company or financial institution enrolled with the register held by the Bank of Italy pursuant to Article 106 of Italian Legislative Decree No. 385 of 1993; or

26.2.3 any other entity which is not prohibited from acting in the capacity of Representative of the Covered Bondholders pursuant to the law.

The directors and auditors of the Issuer and those who fall within the conditions set out in Article 2399 of the Italian Civil Code cannot be appointed as Representative of the Covered Bondholders and, if appointed as such, they shall be automatically removed.

### 26.3 *Duration of appointment*

Unless the Representative of the Covered Bondholders is removed by Programme Resolution of the Covered Bondholders pursuant to Article 18.3 (*Programme Resolution*) or resigns pursuant to Article 27 (*Resignation of the Representative of the Covered Bondholders*), it shall remain in office until full repayment or cancellation of all the Covered Bonds.

### 26.4 *After termination*

In the event of a termination of the appointment of the Representative of the Covered Bondholders for any reason whatsoever, such representative shall remain in office until the substitute Representative of the Covered Bondholders, which shall be an entity specified in Article 26.2 (*Identity of Representative of the Covered Bondholders*), accepts its appointment, and the powers and authority of the Representative of the Covered Bondholders whose appointment has been terminated shall, pending the acceptance of its appointment by the substitute, be limited to those necessary to perform the essential functions

required in connection with the Covered Bonds.

#### 26.5 ***Remuneration***

The Issuer or the Guarantor, shall pay to the Representative of the Covered Bondholders an annual fee for its services as Representative of the Covered Bondholders, as agreed either in the initial agreement(s) for the issue of and subscription for the Covered Bonds or in a separate fee letter. Such fees shall accrue from day-to-day and shall be payable in accordance with the priority of payments set out in the Intercreditor Agreement up to (and including) the date when all the Covered Bonds of whatever Series shall have been repaid in full or cancelled in accordance with the Conditions.

#### 27. **RESIGNATION OF THE REPRESENTATIVE OF THE COVERED BONDHOLDERS**

The Representative of the Covered Bondholders may resign at any time by giving at least three calendar months' written notice to the Issuer and the Guarantor, without needing to provide any specific reason for the resignation and without being responsible for any costs incurred as a result of such resignation. The resignation of the Representative of the Covered Bondholders shall not become effective until a new Representative of the Covered Bondholders has been appointed in accordance with Article 26.1 (*Appointment*) and such new Representative of the Covered Bondholders has accepted its appointment, *provided that* if Covered Bondholders fail to select a new Representative of the Covered Bondholders within three months of written notice of resignation delivered by the Representative of the Covered Bondholders, the Representative of the Covered Bondholders may appoint a successor which is a qualifying entity pursuant to Article 26.2 (*Identity of the Representative of the Covered Bondholders*).

#### 28. **DUTIES AND POWERS OF THE REPRESENTATIVE OF THE COVERED BONDHOLDERS**

##### 28.1 ***Representative of the Covered Bondholders as legal representative***

The Representative of the Covered Bondholders is the legal representative of the Organisation of the Covered Bondholders and has the power to exercise the rights conferred on it by the Programme Documents in order to protect the interests of the Covered Bondholders.

##### 28.2 ***Meetings and resolutions***

Unless any Resolution provides to the contrary, the Representative of the Covered Bondholders is responsible for implementing all resolutions of the Covered Bondholders. The Representative of the Covered Bondholders has the right to convene and attend Meetings (together with its advisers) to propose any course of action which it considers from time to time necessary or desirable.

##### 28.3 ***Delegation***

The Representative of the Covered Bondholders may in the exercise of the powers, discretions and authorities vested in it by these Rules and the Programme Documents:

28.3.1 act by responsible officers or a responsible officer for the time being of the Representative of the Covered Bondholders;

28.3.2 whenever it considers it expedient and in the interest of the Covered Bondholders, whether by power of attorney or otherwise, delegate to any person or persons or fluctuating body of persons some, but not all, of the powers, discretions or authorities vested in it as aforesaid.

Any such delegation pursuant to Article 28.3.1 may be made upon such conditions and subject to such regulations (including power to sub-delegate) as the Representative of the Covered Bondholders may think fit in the interest of the Covered Bondholders. The Representative of the Covered Bondholders shall not be bound to supervise the acts or proceedings of such delegate or sub-delegate and shall not



in any way or to any extent be responsible for any loss incurred by reason of any misconduct, omission or default on the part of such delegate or sub-delegate, *provided that* the Representative of the Covered Bondholders shall use all reasonable care in the appointment of any such delegate and shall be responsible for the instructions given by it to such delegate. The Representative of the Covered Bondholders shall, as soon as reasonably practicable, give notice to the Issuer and the Guarantor of the appointment of any delegate and any renewal, extension and termination of such appointment, and shall procure that any delegate shall give notice to the Issuer and the Guarantor of the appointment of any sub-delegate as soon as reasonably practicable.

#### 28.4 ***Judicial proceedings***

The Representative of the Covered Bondholders is authorised to represent the Organisation of the Covered Bondholders in any judicial proceedings including any Insolvency Event in respect of the Issuer and/or the Guarantor.

#### 28.5 ***Consents given by Representative of Covered Bondholders***

Any consent or approval given by the Representative of the Covered Bondholders under these Rules and any other Programme Document may be given on such terms and subject to such conditions (if any) as the Representative of the Covered Bondholders deems appropriate and, notwithstanding anything to the contrary contained in the Rules or in the Programme Documents, such consent or approval may be given retrospectively.

#### 28.6 ***Discretions***

Save as expressly otherwise provided herein, the Representative of the Covered Bondholders shall have absolute discretion as to the exercise or non-exercise of any right, power and discretion vested in the Representative of the Covered Bondholders by these Rules or by operation of law. The Representative of the Covered Bondholders 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 gross negligence (*colpa grave*) or wilful misconduct (*dolo*).

#### 28.7 ***Obtaining instructions***

In connection with matters in respect of which the Representative of the Covered Bondholders is entitled to exercise its discretion hereunder, the Representative of the Covered Bondholders has the right (but not the obligation) to convene a Meeting or Meetings in order to obtain the Covered Bondholders' instructions as to how it should act. Prior to undertaking any action, the Representative of the Covered Bondholders shall be entitled to request that the Covered Bondholders indemnify it and/or provide it with security as specified in Article 29.2 (*Specific Limitations*).

#### 28.8 ***Remedy***

The Representative of the Covered Bondholders may in its sole discretion determine whether or not a default in the performance by the Issuer or the Guarantor of any obligation under the provisions of these Rules, the Covered Bonds or any other Programme Documents may be remedied, and if the Representative of the Covered Bondholders certifies that any such default is, in its opinion, not capable of being remedied, such certificate shall be conclusive and binding upon the Issuer, the Covered Bondholders, the other creditors of the Guarantor and any other party to the Programme Documents.

### 29. **EXONERATION OF THE REPRESENTATIVE OF THE COVERED BONDHOLDERS**

#### 29.1 ***Limited obligations***

The Representative of the Covered Bondholders shall not assume any obligations or responsibilities in addition to those expressly provided herein and in the Programme Documents.

## 29.2 *Specific limitations*

Without limiting the generality of the Article 29.1, the Representative of the Covered Bondholders:

- 29.2.1 shall not be under any obligation to take any steps to ascertain whether an Issuer Event of Default or a Guarantor Event of Default 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 Covered Bondholders hereunder or under any other Programme Document, has occurred and, until the Representative of the Covered Bondholders has actual knowledge or express notice to the contrary, it shall be entitled to assume that no Issuer Event of Default or a Guarantor Event of Default or such other event, condition or act has occurred;
- 29.2.2 shall not be under any obligation to monitor or supervise the observance and performance by the Issuer or the Guarantor or any other parties of their obligations contained in these Rules, the Programme Documents or the Conditions and, until it shall have actual knowledge or express notice to the contrary, the Representative of the Covered Bondholders shall be entitled to assume that the Issuer or the Guarantor and each other party to the Programme Documents are duly observing and performing all their respective obligations;
- 29.2.3 except as expressly required in these Rules or any Programme Document, shall not be under any obligation to give notice to any person of its activities in performance of the provisions of these Rules or any other Programme Document;
- 29.2.4 shall not be responsible for investigating the legality, validity, effectiveness, adequacy, suitability or genuineness of these Rules or of any Programme Document, or of any other document or any obligation or rights created or purported to be created hereby or thereby or pursuant hereto or thereto or request and/or obtain any legal opinion in connection therewith, 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 the Guarantor;
  - (ii) the existence, accuracy or sufficiency of any legal or other opinion, search, report, certificate, valuation or investigation delivered or obtained or required to be delivered or obtained at any time in connection with the Programme;
  - (iii) the suitability, adequacy or sufficiency of any collection procedure operated by the Servicer or compliance therewith;
  - (iv) the failure by the Issuer to obtain or comply with any licence, consent or other authorisation in connection with the purchase or administration of the assets contained in the Cover Pool; and
  - (v) any accounts, books, records or files maintained by the Issuer, the Guarantor, the Servicer and the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be, or any other person in respect of the Cover Pool or the Covered Bonds;
- 29.2.5 shall not be responsible for the receipt or application by the Issuer of the proceeds of the issue of the Covered Bonds or the distribution of any of such proceeds to the persons entitled

thereto;

- 29.2.6 shall have no responsibility for procuring or maintaining any rating of the Covered Bonds by any credit or rating agency or any other person;
- 29.2.7 shall not be responsible for investigating any matter which is the subject of any recital, statement, warranty, representation or covenant by any party other than the Representative of the Covered Bondholders contained herein or in any Programme Document or any certificate, document or agreement relating thereto or for the execution, legality, validity, effectiveness, enforceability or admissibility in evidence thereof;
- 29.2.8 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 or any Programme Document;
- 29.2.9 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 Guarantor in relation to the assets contained in the Cover Pool or any part thereof, whether such defect or failure was known to the Representative of the Covered Bondholders or might have been discovered upon examination or enquiry or whether capable of being remedied or not;
- 29.2.10 shall not be under any obligation to guarantee or procure the repayment of the Residential Mortgage Loans contained in the Cover Pool or any part thereof;
- 29.2.11 shall not be responsible for reviewing or investigating any report relating to the Cover Pool or any part thereof provided by any person;
- 29.2.12 shall not be responsible for or have any Liability with respect to any loss or damage arising from the realisation of the Cover Pool or any part thereof;
- 29.2.13 shall not be responsible (except as expressly provided in the Conditions) for making or verifying any determination or calculation in respect of the Covered Bonds, the Cover Pool or any Programme Document;
- 29.2.14 shall not be under any obligation to insure the Cover Pool or any part thereof;
- 29.2.15 shall, when in these Rules or any Programme Document it is required in connection with the exercise of its powers, trusts, authorities or discretions to have regard to the interests of the Covered Bondholders, have regard to the overall interests of the Covered Bondholders of each Series as a class of persons and shall not be obliged to have regard to any interests arising from circumstances particular to individual Covered Bondholders whatever their number and, in particular but without limitation, shall not have regard to the consequences of such exercise for individual Covered Bondholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or taxing authority;
- 29.2.16 shall not, if in connection with the exercise of its powers, trusts, authorities or discretions, it is of the opinion that the interest of the holders of the Covered Bonds of any one or more Series would be materially prejudiced thereby, exercise such power, trust, authority or discretion without the approval of such Covered Bondholders by Extraordinary Resolution or by a written resolution of such Covered Bondholders holding not less than 50 per cent. of the Outstanding Principal Amount of the Covered Bonds of the relevant Series then outstanding;

- 29.2.17 shall, as regards at the powers, trusts, authorities and discretions vested in it by the Programme Documents, except where expressly provided therein, have regard to the interests of both the Covered Bondholders and the other creditors of the Issuer or the Guarantor but if, in the opinion of the Representative of the Covered Bondholders, there is a conflict between their interests the Representative of the Covered Bondholders will have regard solely to the interest of the Covered Bondholders;
- 29.2.18 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 Covered Bondholders, any Other Creditor or any other person any confidential, financial, price sensitive or other information made available to the Representative of the Covered Bondholders by the Issuer, by the Guarantor or any other person in connection with these Rules, the Covered Bonds or any other Programme Documents, and none of the Covered Bondholders, Other Creditors nor any other person shall be entitled to take any action to obtain from the Representative of the Covered Bondholders any such information;
- 29.2.19 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 interest of the Covered Bondholders if, along with other factors, it has accessed the view of, and, in any case, with prior written notice to, the Rating Agency, and has ground to believe that the then current rating of the Covered Bonds would not be adversely affected by such exercise. If the Representative of the Covered Bondholders, in order to properly exercise its rights or fulfil its obligations, deems it necessary to obtain the valuation of the Rating Agency regarding how a specific act would affect the rating of the Covered Bonds, the Representative of the Covered Bondholders shall so inform the Issuer and the Guarantor, which will have to obtain the valuation at Issuer's expense on behalf of the Representative of the Covered Bondholders, unless the Representative of the Covered Bondholders wishes to seek and obtain the valuation itself;
- 29.2.20 may refrain from taking any action or exercising any right, power, authority or discretion vested in it under these Rules or any Programme Document or any other agreement relating to the transactions herein or therein contemplated until it has been indemnified and/or secured to its satisfaction against any and all actions, proceedings, claims and demands which might be brought or made against it and against all Liabilities suffered, incurred or sustained by it as a result. Nothing contained in these Rules or any of the other Programme Documents shall require the Representative of the Covered Bondholders to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured; and
- 29.2.21 shall not have any liability for any loss, liability, damages claim or expense directly or indirectly suffered or incurred by the Issuer, the Guarantor, any Covered Bondholder, any Other Creditor or any other person as a result of any determination, any act, matter or thing that will not be materially prejudicial to the interests of the Covered Bondholders as a whole or the interests of the Covered Bondholders of any Series.

### 29.3 ***Covered Bonds held by Issuer***

The Representative of the Covered Bondholders may assume without enquiry that no Covered Bonds

are, at any given time, held by or for the benefit of the Issuer or the Guarantor.

#### 29.4 ***Illegality***

No provision of these Rules shall require the Representative of the Covered Bondholders to do anything which may be illegal or contrary to applicable law or regulations or to expend moneys or otherwise take risks in the performance of any of its duties, or in the exercise of any of its powers or discretion. The Representative of the Covered Bondholders may refrain from taking any action which would or might, in its opinion, be contrary to any law of any jurisdiction or any regulation or directive of any agency of any state, or if it has reasonable grounds to believe that it will not be reimbursed for any funds it expends, or that it will not be indemnified against any loss or Liabilities which it may incur as a consequence of such action. The Representative of the Covered Bondholders may do anything which, in its opinion, is necessary to comply with any such law, regulation or directive as aforesaid.

### 30. **RELIANCE ON INFORMATION**

#### 30.1 ***Advice***

The Representative of the Covered Bondholders may act on the advice of a certificate or opinion of, or any written information obtained from, any lawyer, accountant, banker, broker, credit or rating agency or other expert, whether obtained by the Issuer, the Guarantor, the Representative of the Covered Bondholders or otherwise, and shall not be liable for any loss occasioned by so acting. Any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, e-mail or PEC and the Representative of the Covered Bondholders shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same contains some error or is not authentic and, in circumstances where in the opinion of the Representative of the Covered Bondholders to obtain such advice on any other basis is not practicable, notwithstanding any limitation of or cap on liability in respect thereof.

#### 30.2 ***Certificates of Issuer and/or Guarantor***

The Representative of the Covered Bondholders may require, and shall be at liberty to accept (a) as sufficient evidence

30.2.1 as to any fact or matter *prima facie* within the Issuer's or the Guarantor's knowledge, a certificate duly signed by a director of the Issuer or (as the case may be) the Guarantor;

30.2.2 that such is the case, a certificate of a director of the Issuer or (as the case may be) the Guarantor to the effect that any particular dealing, transaction, step or thing is expedient,

and the Representative of the Covered Bondholders shall not be bound in any such case to call for further evidence or be responsible for any loss that may be incurred as a result of acting on such certificate unless any of its officers in charge of the administration of these Rules shall have actual knowledge or express notice of the untruthfulness of the matters contained in the certificate.

#### 30.3 ***Resolution or direction of Covered Bondholders***

The Representative of the Covered Bondholders shall not be responsible for acting upon any resolution purporting to be a Written Resolution or to have been passed at any Meeting in respect whereof minutes have been made and signed or a direction of the requisite percentage of Covered Bondholders, even though it may subsequently be found that there was some defect in the constitution of the Meeting or the passing of the Written Resolution or the giving of such directions or that for any reason the resolution purporting to be a Written Resolution or to have been passed at any Meeting or the giving of the direction

was not valid or binding upon the Covered Bondholders.

#### 30.4 ***Certificates of Euronext Securities Milan Account Holders***

The Representative of the Covered Bondholders, in order to ascertain ownership of the Covered Bonds, may fully rely on the certificates issued by any Euronext Securities Milan Account Holder in accordance with the regulation issued jointly by the Bank of Italy and CONSOB on 13 August 2018, as amended from time to time, which certificates are to be conclusive proof of the matters certified therein.

#### 30.5 ***Clearing Systems***

The Representative of the Covered Bondholders shall be at liberty to call for and to rely on as sufficient evidence of the facts stated therein, a certificate, letter or confirmation certified as true and accurate and signed on behalf of such clearing system as the Representative of the Covered Bondholders considers appropriate, or any form of record made by any clearing system, to the effect that at any particular time or throughout any particular period any particular person is, or was, or will be, shown its records as entitled to a particular number of Covered Bonds.

#### 30.6 ***Certificates of Parties to Programme Document***

The Representative of the Covered Bondholders shall have the right to call for or require the Issuer or the Guarantor to call for and to rely on written certificates issued by any party (other than the Issuer or the Guarantor) to the Intercreditor Agreement or any other Programme Document,

30.6.1 in respect of every matter and circumstance for which a certificate is expressly provided for under the Conditions or any Programme Document;

30.6.2 as any matter or fact *prima facie* within the knowledge of such party; or

30.6.3 as to such party's opinion with respect to any issue

and the Representative of the Covered Bondholders shall not be required to seek additional evidence in respect of the relevant fact, matter or circumstances and shall not be held responsible for any Liabilities incurred as a result of having failed to do so unless any of its officers has actual knowledge or express notice of the untruthfulness of the matter contained in the certificate.

#### 30.7 ***Auditors***

The Representative of the Covered Bondholders shall not be responsible for reviewing or investigating any auditors' report or certificate and may rely on the contents of any such report or certificate.

### 31. **AMENDMENTS AND MODIFICATIONS**

#### 31.1 ***Modification***

The Representative of the Covered Bondholders may at any time and from time to time and without the consent or sanction of the Covered Bondholders of any Series concur with the Issuer and/or the Guarantor and any other relevant parties in making any modification (and for this purpose the Representative of the Covered Bondholders may disregard whether any such modification relates to a Series Reserved Matter) as follows:

31.1.1 to these Rules, the Conditions and/or the other Programme Documents which, in the sole opinion of the Representative of the Covered Bondholders, it may be expedient to make *provided that* the Representative of the Covered Bondholders is of the opinion that such modification will not be materially prejudicial to the interests of any of the Covered Bondholders of any Series; and

- 31.1.2 to these Rules, the Conditions and/or the other Programme Documents which is of a formal, minor, administrative or technical nature or to comply with mandatory provisions of law, including the Securitisation and Covered Bond Law and the Bank of Italy Regulations, as amended and supplemented from time to time, and the relevant implementation;
- 31.1.3 to these Rules, the Conditions and/or the other Programme Documents which, in the opinion of the Representative of the Covered Bondholders, is to correct a manifest error or an error established as such to the satisfaction of the Representative of the Covered Bondholders; and
- 31.1.4 to these Rules, the Conditions and/or the other Programme Documents which may reasonably be deemed necessary in order to ensure that the Programme, the Covered Bonds, the Conditions and the Programme Documents comply and will continue to comply with the provisions referred to under article 7-*viciesbis* of the Securitisation and Covered Bond Law and the relevant implementing regulation in order to use the “European Covered Bond (Premium)” label.

The Representative of the Covered Bondholders acknowledges and agrees that at the Issuer’s request, pursuant to Condition 6(i)(d) (*Benchmark Amendments*), it will be obliged together with the Guarantor, without any requirement for the consent or approval of the Covered Bondholders, subject (to the extent required) to the Issuer giving any notice required to be given to, and receiving any consent required from, or non-objection from, the competent regulatory authority to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of an amendment agreement to the Programme Documents) subject to being indemnified and/or secured to its satisfaction by the Issuer.

### 31.2 ***Binding Nature***

Any such modification may be made on such terms and subject to such conditions (if any) as the Representative of the Covered Bondholders may determine, shall be binding upon the Covered Bondholders and, unless the Representative of the Covered Bondholders otherwise agrees, shall be notified by the Issuer or the Guarantor (as the case may be) to the Covered Bondholders in accordance with Condition 16 (*Notices*) as soon as practicable thereafter.

### 31.3 ***Establishing an error***

In establishing whether an error has occurred as such, the Representative of the Covered Bondholders may have regard to any evidence on which the Representative of the Covered Bondholders considers it appropriate to rely and may, but shall not be obliged to, have regard to any of the following:

31.3.1 a certificate from the Arranger:

- (i) stating the intention of the parties to the relevant Programme Document;
- (ii) confirming nothing has been said to, or by, investors or any other parties which is in any way inconsistent with such stated intention; and
- (iii) stating the modification to the relevant Programme Document that is required to reflect such intention; and

31.3.2 confirmation from the relevant credit rating agencies that, after giving effect to such modification, the Covered Bonds shall continue to have the same credit ratings as those assigned to them immediately prior to the modification.

### 31.4 ***Obligation to act***

The Representative of the Covered Bondholders shall be bound to concur with the Issuer and the

Guarantor and any other party in making any modifications to these Rules, the Conditions and/or the other Programme Documents if it is so directed by a Programme Resolution and then only if it is indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.

32. **WAIVER**

32.1 ***Waiver of Breach***

The Representative of the Covered Bondholders may at any time and from time to time without the consent or sanction of the Covered Bondholders of any Series and, without prejudice to its rights in respect of any subsequent breach, condition, or event but only if, and in so far as, in its opinion the interests of the Holders of the Covered Bonds of any Series then outstanding shall not be materially prejudiced thereby:

32.1.1 authorise or waive, any proposed breach or breach by the Issuer or the Guarantor of any of the covenants or provisions contained in the Covered Bond Guarantee these Rules or the other Programme Documents; or

32.1.2 determine that any Issuer Event of Default or Guarantor Event of Default shall not be treated as such for the purposes of the Programme Documents,

without any consent or sanction of the Covered Bondholders.

32.2 ***Binding Nature***

Any authorisation, or, waiver or determination may be given on such terms and subject to such conditions (if any) as the Representative of the Covered Bondholders may determine, shall be binding on all Covered Bondholders and, if the Representative of the Covered Bondholders so requires, shall be notified to the Covered Bondholders and the Other Creditors by the Issuer or the Guarantor, as soon as practicable after it has been given or made in accordance with the provisions of the conditions relating to Notices and the relevant Programme Documents.

32.3 ***Restriction on powers***

The Representative of the Covered Bondholders shall not exercise any powers conferred upon it by this Article 32 (*Waiver*) in contravention of any express direction by a Programme Resolution, but so that no such direction shall affect any authorisation, waiver or determination previously given or made.

32.4 ***Obligation to exercise powers***

The Representative of the Covered Bondholders shall be bound to waive or authorise any breach or proposed breach by the Issuer or the Guarantor of any of the covenants or provisions contained in the Guarantee, these Rules or any of the other Programme Documents or determine that any Issuer Event of Default or Guarantor Event of Default shall not be treated as such if it is so directed by a Programme Resolution and then only if it is indemnified and/or secured to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing.

32.5 ***Notice of waiver***

If the Representative of the Covered Bondholders so requires, the Issuer shall cause any such authorisation, waiver or determination to be notified to the Covered Bondholders and the Other Creditors, as soon as practicable after it has been given or made in accordance with Condition 16 (*Notices*).



### 33. INDEMNITY

Pursuant to the Programme Agreement, each Subscription Agreement and other document been agreed between the Issuer and the Relevant Dealer(s), the Issuer, failing which the Guarantor, has covenanted and undertaken to reimburse, pay or discharge (on a full indemnity basis) upon demand, to the extent not already reimbursed, paid or discharged by the Covered Bondholders, all costs, liabilities, losses, charges, expenses, damages, actions, proceedings, claims and demands (including without limitation legal fees and any applicable value added tax or similar taxes) properly incurred by or made against the Representative of the Covered Bondholders or any entity to which the Representative of the Covered Bondholders has delegated any power, authority or discretion in relation to the exercise or purported exercise of its powers, authorities and discretions and the performance of its duties under and otherwise in relation to the preparation and execution of these Rules and the Programme Documents, including but not limited to legal and travelling expenses, and any stamp, issue, registration, documentary and other taxes or duties paid by the Representative of the Covered Bondholders in connection with any action and/or legal proceedings brought or contemplated by the Representative of the Covered Bondholders pursuant to the Programme Documents against the Issuer or the Guarantor, or any other person to enforce any obligation under these Rules, the Covered Bonds or the Programme Documents except insofar as the same are incurred as a result of fraud (*frode*), gross negligence (*colpa grave*) or wilful default (*dolo*) of the Representative of the Covered Bondholders.

### 34. LIABILITY

Notwithstanding any other provision of these Rules, the Representative of the Covered Bondholders shall not be liable for any act, matter or thing done or omitted in any way in connection with the Programme Documents, the Covered Bonds, the Conditions or the Rules except in relation to its own fraud (*frode*), gross negligence (*colpa grave*) or wilful default (*dolo*).

### 35. SECURITY DOCUMENTS

#### 35.1 *The Deed of Pledge and the Deed of Charge (if any)*

The Representative of the Covered Bondholders shall have the right to exercise all the rights granted by the Guarantor to the Covered Bondholders pursuant to the Deed of Pledge and the Deed of Charge (if any). The beneficiaries of the Deed of Pledge are referred to in this Article 35 as the "**Secured Bondholders**".

#### 35.2 *Rights of Representative of the Covered Bondholders*

35.2.1 The Representative of the Covered Bondholders, acting on behalf of the Secured Bondholders, shall be entitled to appoint and entrust the Guarantor to collect, in the Secured Bondholders' interest and on their behalf, any amounts deriving from the pledged claims and rights, and shall be entitled to give instructions, jointly with the Guarantor, to the respective debtors of the pledged claims to make the payments related to such claims to any account opened in the name of the Guarantor and appropriate for such purpose;

35.2.2 The Secured Bondholders irrevocably waive any right they may have in relation to any amount deriving from time to time from the pledged claims or credited to any such account opened in the name of the Guarantor and appropriate of such purpose which is not in accordance with the provisions of this Article 35. The Representative of the Covered Bondholders shall not be entitled to collect, withdraw or apply, or issue instructions for the collection, withdrawal or application of, cash deriving from time to time from the pledged claims under the Deed of

Pledge except in accordance with the provisions of this Article 35 and the Intercreditor Agreement.

#### TITLE IV

##### THE ORGANISATION OF THE COVERED BONDHOLDERS AFTER SERVICE OF AN NOTICE

###### 36. POWERS TO ACT ON BEHALF OF THE GUARANTOR

It is hereby acknowledged that, upon service of a Guarantor Default Notice or, prior to service of a Guarantor Default Notice, following the failure of the Guarantor to exercise any right to which it is entitled, pursuant to the Mandate Agreement the Representative of the Covered Bondholders, in its capacity as legal representative of the Organisation of the Covered Bondholders, shall be entitled (also in the interests of the Other Issuer Creditors) pursuant to Articles 1411 and 1723 of the Italian Civil Code, to exercise certain rights in relation to the Cover Pool. Therefore, the Representative of the Covered Bondholders, in its capacity as legal representative of the Organisation of the Covered Bondholders, will be authorised, pursuant to the terms of the Mandate Agreement, to exercise, in the name and on behalf of the Guarantor and as *mandatario in rem propriam* of the Guarantor, any and all of the Guarantor's rights under certain Programme Documents, including the right to give directions and instructions to the relevant parties to the relevant Programme Documents.

#### TITLE V

##### GOVERNING LAW AND JURISDICTION

###### 37. GOVERNING LAW

These Rules are governed by, and will be construed in accordance with, the laws of the Republic of Italy.

###### 38. JURISDICTION

The Courts of Milan will have jurisdiction to law and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with these Rules.

## FORM OF FINAL TERMS

*Set out below is the form of Final Terms which, subject to any necessary amendments, will be completed for each Tranche of Covered Bonds issued under the Programme. Text in this section appearing in italics does not form part of the Final Terms but denotes directions for completing the Final Terms.*

**[PRIIPs Regulation / PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Covered Bonds 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 (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 of the European Parliament and of the Council on markets in financial instruments (as amended, **MiFID II**); or (ii) a customer within the meaning of Directive (UE) 2016/97 (the **Insurance Distribution Directive**), 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. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded the **PRIIPs Regulation**) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**PRIIPs Regulation / PROHIBITION OF SALES UK RETAIL INVESTORS** – The Covered Bonds 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; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (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 European Union (Withdrawal) Act 2018. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **UK PRIIPs Regulation**) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]<sup>1</sup>

**[MiFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. *[Consider any negative target market]*. Any person subsequently offering, selling or recommending the Covered Bonds (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.] .

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<sup>1</sup> *Legend to be included on front of the Final Terms if the Tranche of Covered Bonds potentially constitute "packaged" products and no key information document will be prepared or the issuer wishes to prohibit offers to EEA and UK retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".*

**[UK MiFIR product governance / target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds 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 (**UK MiFIR**); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Covered Bonds (a **distributor**) should take into consideration the manufacturer['s/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 Covered Bonds (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

**Final Terms dated [●]**

**Banca Sella S.p.A.**

Legal entity identifier (LEI): 549300170IUB41P86L19

**Issue of [Aggregate Nominal Amount of Series or Tranche] [Fixed Rate/Floating Rate] Covered Bonds due  
[Maturity Date]**

**Guaranteed by  
Sella CB S.r.l.**

Legal entity identifier (LEI): 8156000AB686AB664518

**under the Euro [3,000,000,000] Covered Bond (Obbligazioni Bancarie Garantite) Programme**

## **PART A – CONTRACTUAL TERMS**

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the base prospectus dated 5 August 2024 [and the supplement[s] to the base prospectus dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of the Regulation (EU) 2017/1129 (as amended from time to time, the “**Prospectus Regulation**”). This document constitutes the Final Terms of the Covered Bonds described herein for the purposes of Article 8.4 of the Prospectus Regulation. These Final Terms, published on 5 August 2024, contain the final terms of the Covered Bonds and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer, Guarantor and the offer of the Covered Bonds described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus, [including the supplement[s]] [is/are] available for viewing on the website of the Luxembourg Stock Exchange ([www.luxse.com](http://www.luxse.com)). [These Final Terms will be published on website of the Luxembourg Stock Exchange at [www.luxse.com](http://www.luxse.com).]

*(Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.)*

1. (i) Series Number: [●]
- (ii) Tranche Number: [●]
- (iii) Date on which the Covered Bonds will become fungible: [Not Applicable / The Covered Bonds will be consolidated, form a single Series and be interchangeable for trading purposes with the [Series [●] Tranche [●] Covered Bonds due [●] issued on [●], ISIN Code [●]] on the Issue Date]
2. Specified Currency or Currencies: [Euro/UK Sterling/Swiss Franc/Japanese Yen/US Dollar/*Other*]
3. Aggregate Nominal Amount: [●]
- (i) Series: [●]
- (ii) Tranche: [●]
4. Issue Price: [●] % of the aggregate nominal amount [plus accrued interest from [*insert date*] (*in the case of fungible issues only, if applicable*)]
5. (i) Specified Denominations: [●] [plus integral multiples [●]] (as referred to under Condition 3) (*Include the wording in square brackets where the Specified Denomination is €100,000 or equivalent plus multiples of a lower principal amount.*)
- (ii) Calculation Amount: [●]
6. (i) Issue Date: [●]
- (ii) Interest Commencement Date: [*Specify*/Issue Date/Not Applicable]
7. Maturity Date: [*Specify date or (for Floating Rate Covered Bonds) Interest Payment Date falling in or nearest to the relevant month and year.*]
8. (i) Extended Maturity Date of Guaranteed Amounts corresponding to Final Redemption Amount under the Covered Bond Guarantee: [Not applicable / *Specify date or (for Floating Rate Covered Bonds) Interest Payment Date falling in or nearest to the relevant month and year*] (as referred to in Condition 3)
- (ii) Extended Instalment Date of Guaranteed Amounts corresponding to Covered Bond Instalment Amounts under the Covered Bond Guarantee: [Not Applicable / Applicable]
9. Interest Basis: [[●] % Fixed Rate]
- [[●]+/- [●] % Floating Rate]
- (further particulars specified in [14]/[15]/[16] below)

10. Redemption/Payment Basis: [Subject to any purchase and cancellation or early redemption, the Covered Bonds will be redeemed on the Maturity Date at 100 % at least of their nominal amount]
- [Instalment] [The Covered Bonds shall be redeemed in the Covered Bond Instalment Amounts and on the Covered Bond Instalment Dates set out in paragraph 21 below.]
11. Change of Interest [●] / [Not Applicable]
- [Change of interest rate may be applicable in case an Extended Maturity Date is specified as applicable, as provided for in Condition 7]
12. Put/Call Options: [Not Applicable]
- [Investor Put (as referred in Condition 7)]
- [Issuer Call (as referred in Condition 7)](further particulars specified in paragraph [17]/[18]below)
13. [Date of [Board] approval for issuance of Covered Bonds [and Covered Bond Guarantee] [respectively]] obtained: [●] [and [●], respectively]
- (N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Covered Bonds or related Covered Bond Guarantee)*

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Provisions** [Applicable/Not Applicable (as referred in Condition [5])]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate(s) of Interest: [●]% per annum payable in arrear on each Interest Payment Date.
- (ii) Interest Payment Date(s): [●] in each year [adjusted in accordance with [●]][specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"]/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
- (iv) Broken Amount(s): [[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]]/[Not Applicable]

- (v) Day Count Fraction: [Actual/Actual (ICMA)  
Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/360  
30/360  
30E/360 or Eurobond Basis  
30E/360 (ISDA)]
- (vi) [Determination Date(s): [[●] in each year/Not Applicable]]  
*(Only relevant where Day Count Fraction is Actual/Actual (ICMA).)*
15. **Floating Rate Provisions** [Applicable/Not Applicable (as referred to in Condition 6)]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Interest Period(s): [●]
- (ii) Specified Period: [●]  
*(Specified Period and Interest Payment Dates are alternatives. A Specified Period, rather than Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")*
- (iii) Payment Dates: [●]  
*(Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert "Not Applicable")*
- (iv) First Interest Payment Date: [●]
- (v) Business Day Convention: [Floating Rate Convention/  
Following Business Day Convention/  
Modified Following Business Day  
Convention/Preceding Business Day  
Convention/FRN Convention]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination]

- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Paying Agent):  *[Name]* shall be the Guarantor Calculation Agent
- (viii) Screen Rate Determination:
- Reference Rate:  month  [EURIBOR]
  - Reference Banks: /Not Applicable
  - Interest Determination Date(s):
  - Relevant Screen Page: (For example, Reuters EURIBOR 01)
  - Relevant Time: (For example, 11.00 a.m. London time/Brussels time)
  - Relevant Financial Centre: (For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro))"
- (x) Margin(s):  +/- % per annum
- (xi) Minimum Rate of Interest: % per annum/ Zero/ [Not applicable]
- (xii) Maximum Rate of Interest: % per annum/ [Not applicable]
- (xiii) Day Count Fraction:  Actual/Actual (ICMA)  
 Actual/Actual (ISDA)  
 Actual/365 (Fixed)  
 Actual/360  
 30/360  
 30E/360 or Eurobond Basis  
 30E/360 (ISDA)]

#### PROVISIONS RELATING TO REDEMPTION

16. **Call Option**  [Applicable/Not Applicable] (as referred in Condition 7)  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s):
- (ii) Optional Redemption Amount(s) of Covered Bonds and method, if any, of calculation of such amount(s):  per Calculation Amount
- (iii) If redeemable in part:  
 Minimum Redemption Amount:  per Calculation Amount



- Maximum Redemption Amount [●] per Calculation Amount
- (iv) Notice period: [●]
17. **Put Option** [Applicable/Not Applicable](as referred in Condition 7)  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Covered Bond: [●] per Calculation Amount
- (iii) Notice period: [●]
18. **Final Redemption Amount of Covered Bonds** [●] per Calculation Amount (as referred in Condition 7)]
- (i) Minimum Final Redemption Amount: [●] per Calculation Amount
- (ii) Maximum Final Redemption Amount: [●] per Calculation Amount
19. **Early Redemption Amount** [Not Applicable/[●] per Calculation Amount](as referred in Condition 7)  
Early redemption amount(s) per Calculation Amount payable on redemption for taxation reasons or on acceleration following a Guarantor Event of Default:

**GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS**

20. Additional Financial Centre(s): [Not Applicable/[●]]
21. Details relating to Covered Bonds for which principal is repayable in instalments: amount of each instalment, date on which each payment is to be made: [Not Applicable/ The Covered Bonds shall be redeemed on each instalment date and in the instalment amounts set out below]
- | Covered Bond Instalment Date | Covered Bond Instalment Amount                               |
|------------------------------|--|
| [●]                          | [●]  |
| [●]                          | [●]  |
| Maturity Date                | [All outstanding instalment amounts not previously redeemed] |

[Third party information]

(*Relevant third party information*) has been extracted from (*specify source*). Each of the Issuer and the Guarantor confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of Banca Sella S.p.A.

By: \_\_\_\_\_

Duly authorised

Signed on behalf of Sella CB S.r.l.

By: \_\_\_\_\_

Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

(i) Listing [Official List of the Luxembourg Stock Exchange / *Other*] / [Not applicable]

(ii) Admission to trading Application [is expected to be/has been] made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on the regulated market of the [Luxembourg Stock Exchange / *Other*] with effect from [●] / Not Applicable].

*(Where documenting a fungible issue, need to indicate that original Covered Bonds are already admitted to trading.)*

(i) Estimate of total expenses related to admission to trading: [●]

### 2. RATINGS

Ratings: [The Covered Bonds to be issued [[have been]/[are expected]] to be rated]/[The following ratings assigned to the Covered Bonds of this type issued under the Programme generally:][Not applicable]

[Moody's]:

[●]

[●]: [●]

[●] (Need to include a brief explanation of the meaning of the ratings if this has previously

been published by the rating provider)

(The above disclosure should reflect the rating allocated to Covered Bonds of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

[Each of Moody's / [●] is established in the European Union and is registered under Regulation (EC) No 1060/2009, on credit rating agencies as amended by Regulation (EU) No 513/2011 and Regulation (EU) No. 462/2013 on credit rating agencies (as amended from time to time, the **EU CRA Regulation**) as set out in the list of credit rating agencies registered in accordance with the EU CRA Regulation published on the website of the European Securities and Markets Authority pursuant to the EU CRA Regulation (for more information please visit the European Securities and Markets Authority webpage) on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) / [●] is established in the UK and is registered under Regulation (EC) No 1060/2009, on credit rating agencies as amended by Regulation (EU) No 513/2011 and Regulation (EU) No. 462/2013 on credit rating agencies, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended from time to time, the **UK CRA Regulation**)] / [have not been issued or endorsed by any credit rating agency which is established in the European Union and registered under Regulation (EC) No 1060/2009 on credit rating agencies on credit rating agencies as amended by Regulation (EU) No 513/2011 and Regulation(EU) No. 462/2013 on credit rating agencies (as amended from time to time, the **EU CRA Regulation**) / have not been issued or endorsed by any credit rating agency which is established in the UK and registered under Regulation (EC) No 1060/2009 on credit rating agencies on credit rating agencies as

amended by Regulation (EU) No 513/2011 and Regulation (EU) No. 462/2013 on credit rating agencies as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended from time to time, the **UK CRA Regulation**).

*(Include the relevant wording as applicable depending on the relevant rating agency assigning a rating to the Covered Bonds issued)*

**3. USE OF PROCEEDS AND NET PROCEEDS**

(i) Use of proceeds: General funding purposes of the Sella Group.  
(See “Use of Proceeds” wording in Base Prospectus)”

(ii) Estimated net proceeds: [●]

**4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER**

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Covered Bonds has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and [its] affiliates in the ordinary course of business – *Amend as appropriate if there are other interests*]

*[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]*

**5. Fixed Rate Covered Bonds only – YIELD**

Indication of yield: [●]/[Not Applicable]

**6. Floating Rate Covered Bonds only – HISTORIC INTEREST RATES**

Details of historic [EURIBOR/specify other Reference Rate] rates can be obtained from [Reuters]/[●]./ [Not Applicable]

**7. EUROPEAN COVERED BOND (PREMIUM) LABEL**

European Covered Bond (Premium) Label in accordance with Article 129 of the CRR: [Applicable]/[Not Applicable]

**8. OPERATIONAL INFORMATION**

ISIN Code: [●]

Common Code:	[●]/[Not Applicable]/[Not Available]
CFI	[●]/[Not Applicable]/[Not Available]
FISN	[●]/[Not Applicable]/[Not Available]
Any Relevant Clearing System(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s):	[Not Applicable/ <i>give name(s), address(es) and number(s)</i> ]
Delivery:	Delivery [against/free of] payment
Names and Specified Offices of additional Paying Agent(s) (if any):	[●]
[Deemed delivery of clearing system notices for the purposes of Condition 16 ( <i>Notices</i> ):	Any notice delivered to Covered Bondholders through the clearing systems will be deemed to have been given on the [second] [business] day after the day on which it was given to Euroclear and Clearstream, Luxembourg.]
Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes][No][Not Applicable] [Note that the designation “yes” simply means that the Covered Bonds are intended upon issue to be held in a form which would allow Eurosystem eligibility (i.e. issued in dematerialised form ( <i>emesse in forma dematerializzata</i> ) and wholly and exclusively deposited with Euronext Securities Milan in accordance with article 83- <i>bis</i> of Italian Legislative Decree No. 58 of 24 February 1998, as amended, through the authorised institutions listed in article 83- <i>quater</i> of such legislative decree) and does not necessarily mean that the Covered Bonds will be recognized 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 the ECB being satisfied that Eurosystem eligibility criteria have been met.]

#### DISTRIBUTION

9. (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated, names of Managers: [Not Applicable/*give names and business address*]
- (iii) Stabilising Manager(s) (if any): [Not Applicable/ *give names and business address*]

10. If non-syndicated, name of Dealer: [Not Applicable/*give names and business address*]
11. U.S. Selling Restrictions: [Not Applicable/Compliant with Regulation S under the U.S. Securities Act of 1933]
12. Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]  
*(If the offer of the Covered Bonds clearly does not constitute "packaged" products or the Covered Bonds do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Covered Bonds may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)*
13. Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]  
*(If the offer of the Covered Bonds clearly does not constitute "packaged" products, or the Covered Bonds do constitute "packaged" products and a key information document will be prepared in the UK "Not Applicable" should be specified. If the Covered Bonds may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)*
14. Prohibition of Sales to Belgian Consumers: [Applicable/Not Applicable]

## **USE OF PROCEEDS**

An amount equivalent to the net proceeds of the sale of each Tranche of Covered Bonds will be used by the Issuer, as indicated in the applicable Final Terms relating to the relevant Tranche of Covered Bonds for general funding purposes of the Sella Group.

## SELLA GROUP

### 1. HISTORY AND DEVELOPMENT OF THE SELLA GROUP

#### Historical background of the Sella Group

The history of Sella Group dates back to the end of the 19th century, when some members of the Sella family, who had been running a textile business for over three centuries, decided to establish a banking institution which was founded on 23 August 1886 as a limited partnership under the name "*Banca Gaudenzio Sella & C.*". The first branch was opened soon afterwards.

In 1933, when Gaudenzio Sella died, his son, Ernesto Sella, became Managing Partner of the banking institution, which was converted in 1949 into a company limited by shares (*società per azioni*), with Ernesto Sella and his brother Giorgio Sella respectively Chairman and Managing Director. In 1965 its name was changed to Banca Sella S.p.A.

In 1974 Giorgio became chairman, while the son of Ernesto, Maurizio Sella, became Managing Director. The company started expanding from its base in Piedmont in north-west Italy to other Italian regions, either by the opening of new branches or by acquisition of existing banks.

The process of fast and steady growth led to the creation of "Gruppo Banca Sella" (now known as "Gruppo Sella") which, on 11 August 1992, was enrolled on the register of banking groups kept by the Bank of Italy.

In the mid-90s Banca Sella also expanded its presence abroad through international partnerships in IT context, first in Romania with the establishment of Centrico Selir S.r.l. and then in India with the establishment of Centrico India Private Ltd..

On 1 January 2006, the network of branches of Banca Sella Holding (then known as "Banca Sella S.p.A.") was transferred to Sella Distribuzione S.p.A., now "Banca Sella S.p.A." (**Banca Sella**).

The merger of Banca Sella Sud Arditi Galati into Banca Sella was concluded in 2011, while the merger of Banca Sella Nord Est Bovio Calderari into Banca Sella was concluded in 2012.

At the end of December 2017, the company Fabrick S.p.A was established (originally with the name Sella Open Fintech Platform S.p.A.) intended to operate through shareholdings and support activities in companies active in the sector of services and payment systems and in the sectors of digital technological solutions applied to the world of personal and commercial finance and the design, development and management of technological infrastructures and platforms.

Banca Sella Holding established, in June 2018, the company Centrico S.p.A., to which during 2019 it transferred its company branch dedicated to the IT security function, while Banca Sella transferred its company branch including the functions dedicated Information Technology and Business Process Outsourcing (BPO).

In July 2018, Banca Sella Holding also established the company Sella Ventures Partners SGR S.p.A., an alternative sub-threshold savings management company.

During the month of March 2019 Fabrick S.p.A. established Ax2 S.p.A., later called Axerve S.p.A., (a company whose object is the design, implementation and operational management of information systems, as well as the leasing and/or rental and possible sale of P.O.S. equipment) and HYPE S.p.A. (company whose object is the issuance of electronic money).



In January 2021, Fabrick S.p.A. and Illimity Bank S.p.A. finalized an equal joint venture agreement for the management of HYPE S.p.A.. Illimity Bank acquired a 50% stake in the capital of HYPE S.p.A. through the contribution of the Illimity Bank business unit relating to open banking, the subscription of a capital increase in HYPE S.p.A. for cash and newly issued Illimity Bank shares reserved to Fabrick. The Sella Group, through Banca Sella Holding, today holds a qualified 10% stake in Illimity Bank. Even the 50% stake in HYPE S.p.A. is currently held by Banca Sella Holding.

During 2022, Centrico established the Nivola company, operating in the IT sector, which carries out instrumental activities in the provision of infrastructure components (provision of IT, technological and administrative services) to Group companies and possibly to third parties. In 2023, following a partnership with the SeSa Group, a 49% share of Nivola was sold to the latter.

In 2023, again following the signing of the industrial partnership agreement with the SeSa Group, the instrumental company BDY S.p.A. was established, a company associated with the Sella Group, in which the Sella Group holds 49% and the SeSa Group the 51% of the capital. BDY S.p.A. sells, exclusively on the Italian market, Open Core Banking software, application solutions and Business Process Outsourcing (BPO) services created by Centrico.

During 2023, Fabrick acquired the 100% stake in Alternative Payments Limited (UK) – Judopay (which created a technological platform for the acceptance of payments via remote communication techniques with a particular focus on operations completed via mobile devices).

In April 2024, the company Axerve S.p.A. was merged by incorporation into Fabrick S.p.A..

### **Brief description of Banca Sella Holding**

Banca Sella Holding S.p.A. is the parent company of the Sella Group (“**Banca Sella Holding**” or the “**Parent Company**”). It is a credit institution incorporated with limited liability as *società per azioni* in the Republic of Italy under registered number 01709430027, in its quality of parent company of the “Sella” banking group pursuant to article 61, paragraphs 1 and 4 of the Italian Consolidated Banking Act and registered with the Register of Banking Groups held by the Bank of Italy under number 3311. Banca Sella Holding is a member of the Italian Inter-Bank Fund for the Protection of Deposits (*Fondo Interbancario di Tutela dei Depositi e al Fondo Nazionale di Garanzia*). Pursuant to Article 4 of its by-laws, Banca Sella Holding's corporate objects are mainly: (i) to carry out credit granting and savings collection activities and (ii) to exercise all the activities relevant to the management and coordination of the Group.

It was incorporated under the laws of Italy as a joint stock company (*società per azioni*) on 4 October 1991, with a duration running until 31 December 2075, which may be extended with shareholder approval accordingly to its by-laws.

Banca Sella Holding has its registered office at Piazza Gaudenzio Sella 1, 13900 Biella, Italy.

Banca Sella Holding is registered in the companies' register of the Chamber of Commerce of Monte Rosa Laghi Alto Piemonte under number 01709430027.

The legal name of the Banca Sella Holding is “Banca Sella Holding S.p.A.”.

### **Group Structure**

The Sella Group, which comprises the Banca Sella Holding and Banca Sella, is coordinated and supervised by Banca Sella Holding. Performing various financial activities and providing a wide range of products and services with 6,389 employees and consultants working on a permanent basis as at 31 December 2023, the Group currently includes 25 companies, plus one company in the insurance business and one special purpose vehicle for securitisation transactions included in the scope of consolidation of the Group for accounting purposes, but not in the banking group.

Banca Sella carries on the principal banking activity of the Sella Group and is the most significant company in the Sella Group in terms of assets and revenues. As the Sella Group's commercial bank, Banca Sella offers a wide range of financial services, including commercial banking, consumer credit, asset management, insurance, private banking, securities brokerage and e-banking.

The Parent Company's share capital is wholly owned by the Sella family through a structure of holding companies (limited partnerships) which, together with specific clauses in the Parent Company's articles of association (mainly relating to pre-emption rights) protect the Parent Company from hostile takeovers.

The intention of the Sella family to retain control of the Group is also underlined by the number of Sella family members holding various positions within the Group: Maurizio Sella, for example, is Chairman of Banca Sella Holding and of the Issuer, while his son, Pietro Sella, is a Director of the Issuer and Managing Director and General Manager of Banca Sella Holding. To improve corporate governance, several measures have been implemented, including the appointment of independent directors to the Issuer's and to Banca Sella Holding's board of directors and the creation, within Banca Sella Holding, of the Risks Committee, the Remuneration Committee and the Appointments Committee, which are entirely composed of independent directors.

The following chart shows the structure of the Sella Group as at the date of this Base Prospectus:

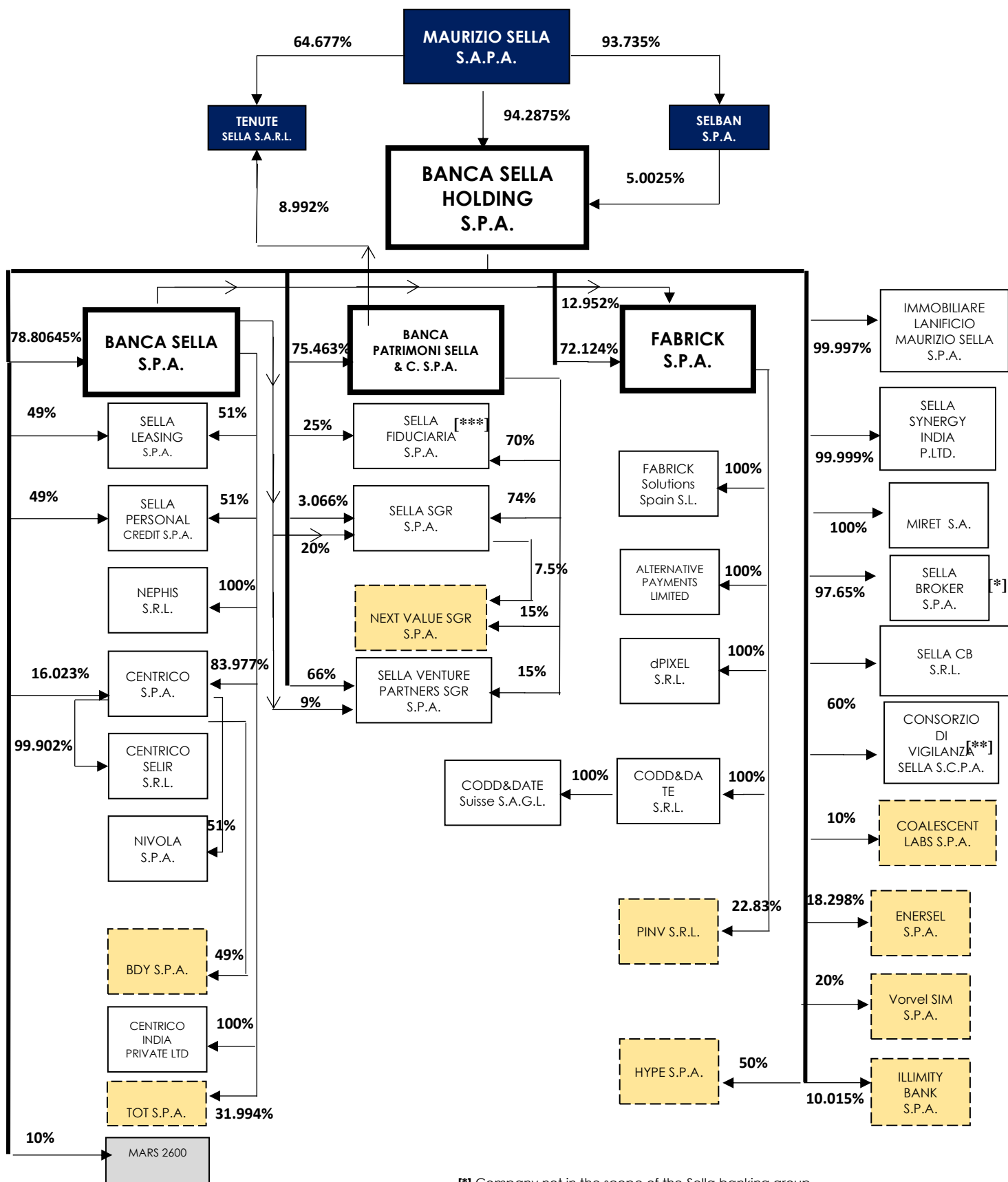
***Parent company:***

- Banca Sella Holding S.p.A.

***Companies fully consolidate into the Group:***

- Banca Sella S.p.A. – Biella, Italy.  
The corporate capital of Banca Sella S.p.A. is held by Banca Sella Holding S.p.A. for 78.80645%.
- Banca Patrimoni Sella & C. S.p.A. – Turin, Italy.  
The corporate capital of Banca Patrimoni Sella & C. S.p.A. is held by Banca Sella Holding S.p.A. for 75.463%.
- Fabrick S.p.A. – Milan, Italy.  
The corporate capital of Fabrick S.p.A. is held by Banca Sella Holding S.p.A. for 72.124% and by the Issuer for 12.952%.
- Sella Leasing S.p.A. – Biella, Italy.  
The corporate capital of Sella Leasing S.p.A. is held by Banca Sella Holding S.p.A. for 49% and by the Issuer for 51%.
- Sella Personal Credit S.p.A. – Torino, Italy.  
The corporate capital of Sella Personal Credit S.p.A. is held by Banca Sella Holding S.p.A. for 49% and by the Issuer for 51%.
- Nephis S.r.l. – Milan, Italy.  
The Issuer holds the entire corporate capital.
- Centrico S.p.A. – Biella, Italy.  
The corporate capital of Centrico S.p.A. is held by Banca Sella Holding S.p.A. for 16.023% and by the Issuer for 83.977%.

- Centrico Selir S.r.l. – Galati, Romania.  
The corporate capital of Centrico Selir S.r.l. is held by Centrico S.p.A. for 99.902%.
- Nivola S.p.A. – Milan, Italy.  
The corporate capital of Nivola S.p.A. is held by Centrico S.p.A. for 51%.
- Centrico India Private Ltd. – Chennai, India.  
The corporate capital of Centrico India Private Ltd. is held by the Issuer for 100%.
- Mars 2600 S.r.l. – Treviso, Italy.  
The corporate capital of Mars 2600 S.r.l. is held by Banca Sella Holding S.p.A. for 10% and by Stichting Mars 2615 for 90%.
- Sella Fiduciaria S.p.A. – Biella, Italy.  
The corporate capital of Sella Fiduciaria S.p.A. is held by Banca Sella Holding S.p.A. for 25% and by Banca Patrimoni Sella & C. S.p.A. for 70%.
- Sella SGR S.p.A. – Milan, Italy.  
The corporate capital of Sella SGR S.p.A. is held by Banca Sella Holding S.p.A. for 3.066%, by the Issuer for 20% and by Banca Patrimoni Sella & C. S.p.A. for 74%.
- Sella Venture Partners SGR S.p.A. – Milan, Italy.  
The corporate capital of Sella Venture Partners SGR S.p.A. is held by Banca Sella Holding S.p.A. for 66.00%, by the Issuer for 9% and by Banca Patrimoni Sella & C. S.p.A. for 15%.
- Fabrick Solutions Spain S.L. – Madrid, Spain.  
Fabrick S.p.A. holds the entire corporate capital.
- dPIXEL S.r.l. – Milan, Italy.  
Fabrick S.p.A. holds the entire corporate capital.
- Alternative Payments Limited – London, United Kingdom.  
Fabrick S.p.A. holds the entire corporate capital.
- CODD&DATE S.r.l. – Milan, Italy.  
Fabrick S.p.A. holds the entire corporate capital.
- CODD&DATE SUISSE S.A.G.L. – Zurich, Suisse.  
CODD&DATE S.r.l. holds the entire corporate capital.
- Immobiliare Lanificio Maurizio Sella S.p.A. – Biella, Italy.  
The corporate capital of Immobiliare Lanificio Maurizio Sella S.p.A. is held by Banca Sella Holding S.p.A. for 99.997%.
- Sella Synergy India P.Ltd – Chennai, India.  
The corporate capital of Sella Synergy India P.Ltd is held by Banca Sella Holding S.p.A. for 99.999%.
- Miret S.p.A. – Luxembourg.  
Banca Sella Holding S.p.A. holds the entire corporate capital.
- Sella Broker S.p.A. – Biella, Italy.  
The corporate capital of Sella Broker S.p.A. is held by Banca Sella Holding S.p.A. for 97.65%.
- Consorzio di Vigilanza Sella S.C.p.A. – Biella, Italy.  
Each of Banca Sella Holding S.p.A., Banca Patrimoni Sella & C. S.p.A., Sella Leasing S.p.A., Banca Sella S.p.A., Immobiliare Lanificio Maurizio Sella S.p.A., Centrico S.p.A., Sella Personal Credit S.p.A. and Fabrick S.p.A. hold 12.5% of the corporate capital of Consorzio di Vigilanza Sella S.C.p.A..
- Sella CB S.r.l. – Conegliano, Italy.  
The corporate capital of Sella CB S.r.l. is held by Banca Sella Holding S.p.A. for 60%.



- Companies in the scope of the Sella banking group
- Associated companies
- Fully consolidated securitization vehicle, not in the scope of the Sella banking group
- Company within the scope of prudential consolidation but not within the scope of the Sella banking group

[\*] Company not in the scope of the Sella banking group  
 [\*\*] Banca Sella Holding, Banca Patrimoni Sella & C., Sella Leasing, Banca Sella, Immobiliare Lanificio Maurizio Sella, Centrico, Sella Personal Credit e Fabrick each hold equal stake of 12.5% in Consorzio Vigilanza.  
 [\*\*\*] The shareholding differs from the availability of votes at the meeting (57.5%) due to presence of a put option granted by Banca Patrimoni Sella & C to some minority shareholders of the trust

For regulatory capital purposes, the scope of consolidation of the Group also includes Maurizio Sella S.A.p.A. and Selban S.p.A.

As at 31 December 2023, the Group counts 311 branches in Italy (1 Banca Sella Holding, 284 the Issuer and 26 Banca Patrimoni Sella & C. S.p.A.).

## **Business overview**

The Sella Group has a complex corporate structure governed, to achieve shared goals, by six organisational macro-units — five Business Lines and a Corporate Centre within Banca Sella Holding — which are responsible for guiding, coordinating and managing the entire Sella Group. Each Organisational Unit has direct hierarchical responsibility and Group Management and Coordination responsibility that impacts all the others. In fact, each Business Line is responsible not only for the companies and activities assigned to them, but also for the management and coordination of the sector to which it is assigned:

Commercial Bank (Retail Banking). It is responsible for traditional credit intermediation activities aimed at individuals, companies and institutions, through quality consultancy, based on a high added value relationship and a highly innovative and technological offer including all main banking and financial services. The Business Line includes the companies Banca Sella, Sella Leasing, Sella Personal Credit, Nephis and Sella Broker.

Wealth & Asset Management. It is responsible for the Sella Group's Wealth & Asset Management activities, pursuing the implementation of a professional service, specialised in the identification of suitable solutions for the Customer with reference to the overall management of its assets. The Business Line includes Banca Patrimoni Sella & C., Sella Fiduciaria, Sella SGR and the Agency Trading and Correspondent Banking Services active within Banca Sella Holding.

Open Finance. It is the head of the entities that collaborate for the creation of an open financial ecosystem and contribute to the development of innovative digital services, based on open logic and architectures. The ecosystem enables collaboration between different players in the development of Open Banking and Open Payments projects to co-create solutions that meet the increasingly evolving needs of end Customers. The Business Line includes the companies Fabrick, Fabrick Solution Spain, Codd&Date, Codd&Date Suisse, dPixel, and Alternative Payments Ltd.

Treasury and Financial Markets. It directs and coordinates the financial activities of the Sella Group and manages its main assets, pursuing careful risk management and a solid liquidity position. The Business Line consists of services operating within Banca Sella Holding: Sella Financial Markets, Treasury & ALM and Sella Direct Venture & Minority Stakes.

Corporate & Investment Banking. It provides its customers with professional assistance, in accordance with the best market practices, in their extraordinary finance transactions such as acquisitions or disposals of companies, raising capital resources, in particular through private equity transactions, raising debt resources, with particular reference to the issuance of bonds (so-called mini-bonds) or through the structuring of leveraged financing. The Business Line consists of the Corporate Development & CVC and the company Sella Venture Partners SGR.

OneSella Corporate Center. This represents a new way to conceive of Governance and Control functions applying to other business, with the aim of supporting the Sella Group's Business Lines and spreading a

OneSella identity. Part of Banca Sella Holding, it accompanies and accelerates the evolution of the Sella Group in accordance with the values that identify it and in compliance with regulatory requirements. The Corporate Center is made up of organizational units of Banca Sella Holding and also includes the companies Centrico, Centrico Selir, Nivola, Centrico-India Private Limited, Sella Broker, Immobiliare Lanificio Maurizio Sella and Consorzio di Vigilanza Sella.

Between December 2023 and January 2024, the Board of Directors of Banca Sella Holding S.p.A. approved the Three-Year Plan called "Make an Impact" of the Sella Group for the period 2024-2026, which, while maintaining substantial continuity with the previous one (called "OneSella" relating to the three-year period 2021-2023), updates its vision in the belief that the future of banking and brokerage will be based on the ability to have a positive impact. The Impact factor is therefore added as a strategic driver to Customer and People. This results in an update of the strategic objectives of the plan which are expanded into:

- Distinguish and establish «Sella» as the «Name» for the quality of relationships and consultancy, the ability to innovate and have a positive impact throughout Italy (pursuing the development of the business model based on consultancy and increasing our team of consultants; promoting sustainable investments through impact consultancy, encouraging clients to choose investment projects that have a long-term positive impact on the environment and society; raising the quality of service and the traditional ability to make the best interest of the customer; also providing for the transformation of the Group into B-corp companies and Benefit companies).
- Becoming the financial ecosystem, profitable, sustainable and open, among the leaders in Europe (spreading the "open platform model" and developing ecosystems to accelerate Learning Effect and Network Effect to develop customers and revenues; this has technological, cultural, organizational, business, innovation and development of skills and use of talent consequences).
- The new strategic plan also further raises the value of human resources growth by focusing on growth and development paths, knowledge and training, Diversity & Inclusion and involvement; maintains focus on innovation and on openness, consolidating open architecture as a strong point; introduces the application of Artificial Intelligence (AI) with the aim of improving the relationship with the customer (with new projects oriented towards a personalized approach that strengthens the long-term bond with the customer and improves his experience), developing and constantly improving models, increasing efficiency; envisages increasing in the territorial presence, with the aim of adding commercial consultants and private bankers and investing in new branch openings and renovations.

To complete the financial objectives, the Plan also envisages aspirational targets over the three-year period in the relevant indicators in support of the transformative vision on the strategic drivers of Customer (Net Promoter Score), Impact (Sustainable Intermediate to Impact) and People (Great Place To Work Index).

Residential Mortgage Loans. The volumes of the residential mortgage loans granted by the Issuer in the last three years are as follows:

<b>Year</b>	<b>Number</b>	<b>Total volume</b>
2021	3,833	451,786,798
2022	3,175	398,417,603
2023	3,063	374,943,953
<b>Total</b>	<b>10,071</b>	<b>1,225,148,354</b>

originated with the following distribution channels:

Year	Number	Total volume
2021	Branch	80.8%
	Online	14.1%
	Broker	5.1%
2022	Branch	83.1%
	Online	10.9%
	Broker	6.0%
2023	Branch	83.5%
	Online	12.0%
	Broker	4.5%

where:

“Online” are mortgages originated with an end-to-end online process through digital channels (channels: Sella.it, Sella.it App, Mutui Online, Mutui Supermarket, Casavo Mutui), and

“Broker” are mortgages intermediated by: Banca Patrimoni Sella agents, Banca Sella agents, Sella Personal Credit and Sella Leasing agents.

The cumulative geographical distribution by region of the mortgages origination by the Issuer from 2019 to 2023 was as follows: Abruzzo: 0.1%, Campania: 6.2%, Emilia Romagna: 4.0%, Friuli Venezia Giulia: 0.5%, Lazio: 10.1%, Liguria: 3.2%, Lombardia: 10.2%, Marche: 1.0%, Molise: 0.3%, Piemonte: 38.3%, Puglia: 9.9%, Sardegna: 1.4%, Sicilia: 4.8%, Toscana: 3.7%, Valle D'Aosta: 1.7%, Veneto: 4.4%.

Banca Sella mortgages are mainly contracts characterised by fixed interest rates: indeed, 90.3% of mortgages have fixed interest rates, 9.1% of mortgages have floating interest rates and 0.5% of mortgages have floating interest rates with a cap.

The cumulative distribution from 2019 to 2023 by LTV is as follows: LTV ≤ 40%: 10.7%, LTV 40%–50%: 25.5%, LTV 50%–60%: 17.0%, LTV 60%–70%: 21.1%, LTV 70%–80%: 18.8%, LTV > 80%: 6.9%, where LTV > 80% are mortgages with a CONSAP 80% collateral (Fondo Garanzia Prima Casa).

### Independent Auditors

KPMG S.p.A. was appointed as external auditor to the Parent Company for the financial years from 2020 to 2028 pursuant to a shareholders' resolution passed on 23 April 2020. KPMG S.p.A., is an independent audit firm whose registered office is at Via Vittor Pisani No. 25, 20124 – Milan (MI), Italy and it is registered under No. 70623 in the Register of Accountancy Auditors (Registro dei revisori legali) held by the Italian Ministry of Economics and Finance in compliance with the provision of Legislative Decree No. 39, January 27, 2010.

## 2. REGULATORY CAPITAL

As at 31 December 2023, the Sella Group's capital ratios were as follows: Common Equity Tier 1 ratio of 13.36 per cent., Tier 1 ratio of 13.61 per cent and a Total Capital ratio of 15.47 per cent. As at 31 March 2024, the Sella Group's capital ratios were as follows: Common Equity Tier 1 ratio of 13.03 per cent., Tier 1 ratio of 13.27 per cent and a Total Capital ratio of 15.44 per cent.

For the Sella Group there is coincidence between the "fully loaded" ratios and the "phased-in" ratios, having waived, when adopting the AIRB models, the benefit of the phase-in pursuant to IFRS 9.

For regulatory capital purposes, the scope of consolidation of the Group also includes Maurizio Sella S.A.p.A. and Selban S.p.A..

The SREP requirements for 2023 in relation to the Sella Group on a consolidated basis (perimeter for regulatory capital purposes) are:

- minimum CET1 requirement 7.65 per cent.,
- minimum Tier 1 Capital Ratio requirement 9.35 per cent. and
- minimum total capital ratio 11.65 per cent.

The Sella Group informs that the Bank of Italy has provided – with effect from 31 March 2024 – that the minimum CET1 requirement for the Sella Group (perimeter for regulatory capital purposes) is 7.8 per cent., the minimum Tier 1 Capital Ratio requirement is 9.6 per cent., while the total capital ratio is 11.9 per cent.

Additionally, following communications received from the Bank of Italy, the Sella Group has been required to comply, starting from 30 September 2026, with a minimum requirement for own funds and eligible liabilities in the event of resolution (“MREL”) of 20.66%.

### **3. MAJOR SHAREHOLDERS**

#### **Entities controlling the Parent Company**

As at the date of this Base Prospectus, according to the public information currently available to the Issuer, the following entities hold directly or indirectly significant stakes in the capital of Banca Sella Holding:

- Maurizio Sella S.A.p.A, 94.2875% of the share capital;
- Selban S.p.A., 5.0025% of the share capital; and
- Others (including employees, retired employees) 0,6795% of the share capital.

### **4. RECENT DEVELOPMENTS OF THE GROUP**

With legal effective date 1 April 2024, the company Axerve S.p.A., specialized in the acceptance of payments on physical and digital channels, was merged by incorporation into Fabrick S.p.A.

The merger operation has the objective, by integrating Axerve's complementary offering, to position Fabrick as a business solver, i.e. as an entity capable of offering modular embedded finance solutions.

As part of its ordinary supervisory activities, at the end of September 2023, the Bank of Italy began a general inspection of Banca Sella Holding, relating to the Sella Group. The inspection was concluded in December and the inspection report was delivered on 20 March 2024.

The report was substantially positive (partially favourable) and the observations pointed out were of a managerial nature.



## THE ISSUER

### 1. THE ISSUER

Banca Sella S.p.A. (“**Banca Sella**” or the “**Bank**” or the “**Issuer**”) is a credit institution incorporated under the laws of Italy as a company limited by shares (*società per azioni*), with a duration running until 31 December 2075, which may be extended with shareholder approval.

#### Company name

The Issuer's legal and commercial name is “Banca Sella S.p.A.”, the commercial name in short “Banca Sella”.

#### Issuer Legal Entity Identifier (“LEI”)

549300I7OIUB41P86L19

#### Place of registration of the Issuer and its registration number

Banca Sella is registered at the companies' registry of the Chamber of Commerce of Monte Rosa Laghi Alto Piemonte under registration number 02224410023 and has its registered office at Piazza Gaudenzio Sella 1, 13900 Biella, Italy. Its telephone number is +39 015 35011.

#### Date of incorporation and length of life of the Issuer

The Issuer is a joint-stock company incorporated under Italian law by deed of notary Massimo Ghirlanda (repertory no. 124330/18265 of 8 September 2005) under the name of Sella Distribuzione S.p.A..

In 24 October 2005, by deed of notary Massimo Ghirlanda (repertoire no. 124738), Sella Distribuzione S.p.A. changed its company name to Banca Sella Distribuzione S.p.A..

In 29 December 2005, by deed of notary Massimo Ghirlanda (file no. 125645), the Issuer further changed its company name to Banca Sella S.p.A..

The duration of the Issuer is set, pursuant to Article 3 of its Articles of Association, up to 31 December 2075 and may be extended.

#### Domicile and legal form of the Issuer, legislation under which the Issuer operates, its country of incorporation, website address and address and telephone number of its registered office

Banca Sella is a joint stock company (*società per azioni*) incorporated in Biella, Italy and operating under Italian law. The address of the Issuer's registered office is Piazza Gaudenzio Sella 1, 13900 Biella, Italy. Its telephone number is +39 015 35011, website address [www.sella.it](http://www.sella.it).

The information on the websites does not form part of the prospectus and has not been scrutinised or approved by the competent authority except websites related to the documents incorporated by reference.

#### Credit ratings

As at the date of this Base Prospectus, the Issuer has been rated “Baa3” (long-term deposits rating) and “P-3” (short-term deposits rating) by Moody's France S.A.S. and BBB (long-term deposits rating), R-2(high) (short-term deposits rating), BBB(low) (long-term issuer rating and long-term senior debt) and R-2(middle) (short-

term issuer rating and short-term debt) by DBRS Ratings GmbH.

Each of Moody's France S.A.S. and DBRS Ratings GmbH is established in the EEA and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the "CRA Regulation"). As such, each of Moody's France S.A.S. and DBRS Ratings GmbH is included in the list of credit rating agencies published by the European Securities and Markets Authority (ESMA) on its website (at [HTTP://WWW.ESMA.EUROPA.EU/PAGE/LIST-REGISTERED-AND-CERTIFIED-CRAS](http://www.esma.europa.eu/page/list-registered-and-certified-cras)) in accordance with the CRA Regulation.

Each of Moody's France S.A.S. and DBRS Ratings GmbH is not established in the United Kingdom but it is part of a group in respect of which one of its undertakings is (i) established in the United Kingdom (UK), and (ii) has made an advance application to be registered in accordance with the Regulation (EC) No. 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (UK CRA Regulation). The Issuer ratings have been issued by each of Moody's France S.A.S. and DBRS Ratings GmbH in accordance with the CRA Regulation before the end of the transition period and have not been withdrawn. As such, the ratings issued by each of Moody's France S.A.S. and DBRS Ratings GmbH may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

#### ***Procedures for the underwriting of loans***

The procedure for the underwriting of loans is summarized as follows.

Application and Collection of the Documentation. The process begins at the branch level. Branches understand the client's needs and collect the necessary documentation. The assessment of the borrower's credit worthiness and credit history is made by the credit center. This is a specialised entity at central level, independent from the branches.

Property Valuation. Property appraisal performed by independent appraiser ("RE Valuta Spa" and "Eagle&Wise Spa"). The property appraisal is also reviewed by Banca Sella's internal Real Estate Collateral Office. The property appraisal over a certain value is also reviewed by Banca Sella's internal Real Estate Collateral Office which is also responsible for guidelines regarding real estate valuations.

Credit Decision. The credit file is allocated to the appropriate underwriter depending on the characteristics of the borrower, following an internal credit assessment based on different factors. In particular, an "*accordo ponderato*" value is assigned to every credit file, calculated with a core component represented by the PD. The higher the "*accordo ponderato*" value is, the higher is the probability that the file is reviewed at central level. Key factors for the internal rating analysis are: (i) Repayment Capability: instalment to income, other debts, expenses, etc., (ii) LTV, (iii) Length of the contract, (iv) Age of the borrower, (v) Financial goal of the property's use.

Closing. The appropriate decision making function approves the credit file. 97% of the received requests are approved. The main reasons of rejection are too high instalment to income ratios or anomalies with other debt positions. New mortgage requests are on average 300/350 per month, mainly by families with two salaries.

After Closing Procedures. After the closing, the branch owner of the contract delivers to the Warranty Control Office the main documents: (i) Execution of the loan and guarantor's contract, (ii) Insurance Contracts, (iii)

Notary deed, (iv) Registration of the mortgage or lien over the property.

Property Value Surveillance. The Real Estate Collateral office is in charge of monitoring collateral's value evolution (every six months on a statistical basis, measuring the percentage variation recorded in the real estate market in the area where the individual properties are located). All the files with exposure over Euro 3.000.000 are checked annually through a property appraisal performed by an independent appraiser.

## 2. MEASURES OF PROFITABILITY

### Alternative Performance Measures

In order to facilitate the understanding of economic and financial performance of the Issuer, the Issuer's directors have identified certain Alternative Performance Measures (**APMs**).

This Base Prospectus contains or incorporates by reference the following alternative performance measures, as defined by the European Securities and Markets Authority's Guidelines on Alternative Performance Measures (ESMA/2015/1415), which are used by the management of the Issuer to monitor the Group's financial and operating performance and to facilitate management in identifying operational trends and talk about investment decisions, resource allocation and other operational decisions.

With reference to the interpretation of these APMs, the management draws attention to the matters illustrated below:

- (i) the APMs indicators are constructed exclusively from the Issuer's historical data and are not indicative of the future performance of the Issuer;
- (ii) the APMs are not required by IFRS and, although derived from the Issuer's consolidated financial statements, are not audited;
- (iii) the APMs should not be seen as a substitute for measures defined according to IFRS; and are not indicative of the Issuer's historical operating results, nor are they meant to be predictive of future results;
- (iv) the APMs should be read together with the Issuer's financial information as reported in the Issuer's audited consolidated financial statements incorporated by reference in this Base Prospectus; and
- (v) it is to be noted that, since not all companies define and calculate APMs in the same manner, the APMs may not always be those used by other companies or groups.

APMs used by the Issuer are prepared and presented consistently for all periods for which financial information is included in this Base Prospectus.

### *Adjusted Data*

The Adjusted Data described below has been extracted from the Management Report set out in the Financial Statement and Report of the Issuer for the year ended December 2023 and 2022. The Adjusted Data has not been audited. The Issuer believes that such adjustments give its presentation of results more comprehensive,

and as such intends to continue providing such adjusted data going forward.

With regard to the Adjusted Data, the following figures have been identified as APMs.

The tables below sets forth some figures of the adjusted income statement, based on management data of the Issuer, among with the reconciliation with figures derived from the 2023 Financial Statements.

	For the year ended December 31,		
	2023	Reclassification	2023 Adjusted
	<i>(in Euro thousands, except percentages)</i>		
10 Interest receivable and similar income	513,386	(1,977)	511,410
<i>of which: interest receivable calculated using the effective interest method</i>	508,384	–	508,384
20 Interest payable and similar expenses	(124,042)	–	(124,042)
<b>30 Interest margin</b>	<b>389,344</b>	<b>2,976<sup>2</sup></b>	<b>392,321</b>
40 Fee income	449,784	–	449,784
50 Fee expenses	(130,373)	(68,758)	(199,130)
<b>60 Net fee</b>	<b>319,412</b>	<b>(68,758)</b>	<b>250,654</b>
70 Dividends and similar income	4,953	(4,953)	–
80 Net result of trading activities	6,837	–	6,837
90 Net result of hedging activities	(157)	–	(157)
100 Profits (losses) from sale or repurchase of:	(12,339)	1,357	(10,983)
<i>a) financial assets measured at amortised cost</i>	<i>(12,539)</i>	<i>1,357<sup>3</sup></i>	<i>(11,183)</i>
<i>b) financial assets measured at fair value through other comprehensive income</i>	<i>200</i>	–	<i>200</i>
<i>c) financial liabilities</i>	–	–	–
110 Net result of other financial assets and liabilities measured at fair value through profit and loss	5,282	–	5,282
<i>b) other financial assets necessarily measured at fair value</i>	5,282	–	5,282
<b>120 Banking income</b>	<b>713,331</b>	<b>(69,378)</b>	<b>643,954</b>

<sup>2</sup> The reclassification includes the account dividends and similar income equal to Euro 4,953 thousand for the year ended December 31, 2023

<sup>3</sup> The reclassification refers to the profits (losses) from sale or repurchase of financial assets measured at amortised cost – loans with customers.

130	Net value adjustments/write-backs for credit risk relative to:	(26,906)	4,308	(22,598)
	a) financial assets measured at amortised cost	(26,915)	4,308	(22,607)
	b) financial assets measured at fair value through other comprehensive income	9	-	9

**For the year ended December 31,**

	<b>2023</b>	<b>Reclassification</b>	<b>2023 Adjusted</b>	
	<i>(in Euro thousands, except percentages)</i>			
160	Administrative expenses:	(456,394)	120,924	(335,470)
	<i>a) personnel expenses</i>	(192,468)	(235) <sup>4</sup>	(192,702)
	<i>b) other administrative expenses</i>	(263,927)	121,159	(142,768)
170	Net provisions for risks and charges	(9,371)	9,371	-
	<i>a) commitments and securities issued</i>	430	(430)	-
	<i>b) other net provisions</i>	(9,800)	9,800	-
180	Net value adjustments/write-backs on tangible assets	(23,479)	-	(23,479)
190	Net value adjustments/write-backs on intangible assets	(16,764)	-	(16,764)
200	Other operating expenses/income	50,679	(52,402)	(1,723)
<b>210</b>	<b>Operating expenses</b>	<b>(455,329)</b>	<b>77,893</b>	<b>(377,436)</b>

The tables below sets forth some figures of the adjusted income statement, based on management data of the Issuer, among with the reconciliation with figures derived from the 2022 Financial Statements.

**For the year ended December 31,**

	<b>2022</b>	<b>Reclassification</b>	<b>2022 Adjusted</b>	
	<i>(in Euro thousands, except percentages)</i>			
10	Interest receivable and similar income	253,642	(3,695)	249,946
	<i>of which: interest receivable calculated using the effective interest method</i>	249,997	-	249,997
20	Interest payable and similar expenses	(20,193)	-	(20,193)

<sup>4</sup> The reclassification refers to the tax effect on personnel costs which is included among the profit (Loss) for the period

<b>30 Interest margin</b>	<b>233,448</b>	<b>(329)<sup>5</sup></b>	<b>233,119</b>
40 Fee income	406,140	-	406,140
50 Fee expenses	(111,005)	(52,397)	(163,402)
<b>60 Net fee</b>	<b>295,135</b>	<b>(52,397)</b>	<b>242,738</b>
70 Dividends and similar income	3,366	(3,336)	-
80 Net result of trading activities	10,283	-	10,283
90 Net result of hedging activities	(224)	-	(224)
100 Profits (losses) from sale or repurchase of:	16,651	2,119	18,770
<i>a) financial assets measured at amortised cost</i>	<i>16,270</i>	<i>2,119<sup>6</sup></i>	<i>18,389</i>
<i>b) financial assets measured at fair value through other comprehensive income</i>	<i>381</i>	-	<i>381</i>
<i>c) financial liabilities</i>	-	-	-
110 Net result of other financial assets and liabilities measured at fair value through profit and loss	(9,972)	-	(9,972)
<i>b) other financial assets necessarily measured at fair value</i>	<i>(9,972)</i>	-	<i>(9,972)</i>
<b>120 Banking income</b>	<b>548,687</b>	<b>(53,973)</b>	<b>494,714</b>
130 Net value adjustments/write-backs for credit risk relative to:	(20,196)	3,806	(16,390)
a) financial assets measured at amortised cost	(20,193)	3,806	(16,387)
b) financial assets measured at fair value through other comprehensive income	(3)	0	(3)

**For the year ended December 31,**

	<b>2022</b>	<b>Reclassification</b>	<b>2022 Adjusted</b>
	<i>(in Euro thousands, except percentages)</i>		
160 Administrative expenses:	(391,428)	100,829	(290,600)
<i>a) personnel expenses</i>	<i>(167,227)</i>	<i>(155)<sup>7</sup></i>	<i>(167,382)</i>

<sup>5</sup> The reclassification includes the account dividends and similar income equal to Euro 3,366 thousand for the year ended December 31, 2022

<sup>6</sup> The reclassification refers to the profits (losses) from sale or repurchase of financial assets measured at amortised cost – loans with customers

<sup>7</sup> The reclassification refers to the tax effect on personnel costs which is included among the profit (Loss) for the period

	<i>b) other administrative expenses</i>	<i>(224,201)</i>	<i>100,983</i>	<i>(123,218)</i>
170	Net provisions for risks and charges	(23,934)	23,934	-
	<i>a) commitments and securities issued</i>	<i>(1,286)</i>	<i>1,286</i>	<i>-</i>
	<i>b) other net provisions</i>	<i>(22,648)</i>	<i>22,648</i>	<i>-</i>
180	Net value adjustments/write-backs on tangible assets	(20,534)	-	(20,534)
190	Net value adjustments/write-backs on intangible assets	(25,029)	-	(25,029)
200	Other operating expenses/income	45,122	(48,586)	(3,465)
<b>210</b>	<b>Operating expenses</b>	<b>(415,804)</b>	<b>(76,176)</b>	<b>(339,628)</b>

The tables below set forth economic and financial indicators used by the management of the Issuer to monitor the financial and operating performance as of and for the years ended December 31, 2023 and 2022.

The indicators listed below are not identified as accounting measures under IFRS, and therefore, their quantitative determination may not be uniform. In particular, the criteria applied by the Issuer for their determination may not be consistent with those adopted by other companies. As a result, the value of these indicators may not be comparable to the value of similar indicators determined by these other companies.

	<b>For the year ended December 31,</b>	
	<b>2023</b>	<b>2022</b>
	<i>(in Euro thousands, except percentages)</i>	
ROE adjusted	18.4%	9.1%
ROA	0.9%	0.5%
Cost to income adjusted	58.2%	67.6%
Cost of risk adjusted	0.26%	0.22%
Texas ratio	23.7%	30.8%
Net Non-Performing Loans ratio	1.5%	1.7%
Gross Non-Performing Loans ratio	2.7%	3.1%

For the sake of clarity, the terms indicated in the chart above have the following meaning.

#### **ROE (Return on Equity) adjusted**

The table below sets forth the breakdown of the calculation of the ROE adjusted shown in the table above for the years ended December 31, 2023 and 2022.

	<b>For the year ended December 31,</b>	
	<b>2023</b>	<b>2022</b>
	<i>(in Euro thousands, except percentages)</i>	

Profit (Loss) for the period (A)	157,327	73,349
Equity adjusted (B) <sup>8</sup>	853,096	808,068
<b>ROE adjusted (A/B)</b>	<b>18.4%</b>	<b>9.1%</b>

ROE adjusted has been calculated as the profit (Loss) for the period compared with the equity adjusted by excluding the valuation reserves.

#### ROA (Return on Assets)

The table below sets forth the breakdown of the calculation of the ROA shown in the table above for the years ended December 31, 2023 and 2022.

	For the year ended December 31,	
	2023	2022
	<i>(in Euro thousands, except percentages)</i>	
Profit (Loss) for the period (A)	157,327	73,349
Total Assets (B)	17,609,454	15,978,094
<b>ROA (A/B)</b>	<b>0.9%</b>	<b>0.5%</b>

ROA has been calculated as the profit (Loss) for the period compared with total assets.

#### Cost to income

The table below sets forth the breakdown of the calculation of the Cost to income shown in the table above for the years ended December 31, 2023 and 2022.

	For the year ended December 31,	
	2023	2022
	<i>(in Euro thousands, except percentages)</i>	
Operating expenses adjusted <sup>9</sup> (A)	374,890	334,458
Banking income adjusted (B)	643,954	494,714
<b>Cost to income adjusted (A/B)</b>	<b>58.2%</b>	<b>67.6%</b>

Cost to income adjusted has been calculated as the ratio of operating expenses adjusted net of the tax effect on personnel costs and the losses connected to operational risks on the banking income adjusted.

<sup>8</sup> The equity has been adjusted by excluding the item valuation reserves equal to Euro 20,971 thousand as of December 31, 2023 (Euro 19,164 thousand as of December 31, 2022)

<sup>9</sup> The operating expenses adjusted are net of the tax effect on personnel costs (Euro 235 thousand as of December 31, 2023 and Euro 155 thousand as of December 31, 2022) and the effect of the losses connected to operational risks (Euro 2,311 thousand as of December 31, 2023 and Euro 5,015 thousand as of December 31, 2022)



## Cost of risk adjusted

The table below sets forth the breakdown of the calculation of the Cost of risk adjusted shown in the table above for the years ended December 31, 2023 and 2022.

	For the year ended December 31,	
	2023	2022
	<i>(in Euro thousands, except percentages)</i>	
Value adjustments/recoveries for credit risk (A)	24,779	19,875
Financial assets with customers (excluding debt securities) (B)	9,415,800	9,081,989
<b>Cost of risk adjusted (A/B)</b>	<b>0.26%</b>	<b>0.22%</b>

Cost of risk adjusted has been calculated as total value of adjustments/recoveries for credit risk and the financial assets with customers (which includes the financial assets at amortised cost with customers – loans (excluding debt securities) and the other financial assets necessarily measured at fair value – loans.

The total value of adjustments/recoveries for credit risk has been calculated as follows:

	For the year ended December 31,	
	2023	2022
	<i>(in Euro thousands, except percentages)</i>	
Net value adjustments/write-backs for credit risk relative to financial assets measured at amortised cost adjusted (A)	22,607	16,387
Profits (losses) from sale or repurchase of financial assets measured at amortised cost adjusted (B)	1,357	2,119
Profits/losses from contractual changes without write-offs (C)	1,245	83
Net provisions for risks and charges – credit risk component (D)	(430)	1,286
<b>Value adjustments/recoveries for credit risk (A+B+C+D)</b>	<b>24,779</b>	<b>19,875</b>

## Texas ratio

The table below sets forth the breakdown of the calculation of the Texas ratio shown in the table above for the years ended December 31, 2023 and 2022.

	For the year ended December 31,	
	2023	2022
	<i>(in Euro thousands, except percentages)</i>	
Gross exposure on non-performing loans (A)	259,336	288,709

Tangible shareholders' equity adjusted <sup>10</sup> (B)	1,096,026	938,685
<b>Texas ratio (A/B)</b>	<b>23.7%</b>	<b>30.8%</b>

Texas ratio has been calculated as the ratio between gross exposure on non-performing loans and tangible shareholders' equity adjusted by including total value adjustments on non-performing loans.

#### Net Non-Performing Loans ratio

The table below sets forth the breakdown of the calculation of the Net Non-Performing Loans ratio for the years ended December 31, 2023 and 2022.

	For the years ended December 31,	
	2023	2022
	<i>(in Euro thousands, except percentages)</i>	
Net exposure on total non-performing loans (A)	139,904	152,697
Cash loans (B)	9,415,800	9,081,989
<b>Net Non-Performing Loans ratio (A/B)</b>	<b>1.5%</b>	<b>1.7%</b>

Net Non-Performing Loans ratio has been calculated as the ratio between net exposure on total non-performing loans (which includes financial assets measured at amortised cost stage 3 and impaired purchased or originated) and the cash loans (which includes the financial assets measured at amortised cost net of debt securities and loans necessarily measured at fair value net of reverse repurchase agreements).

#### Gross Non-Performing Loans ratio

The table below sets forth the breakdown of the calculation of the Gross Non-Performing Loans ratio for the years ended December 31, 2023 and 2022.

	For the year ended December 31,	
	2023	2022
	<i>(in Euro thousands, except percentages)</i>	
Gross exposure on non-performing loans (A)	259,336	288,709
Cash loans gross (B)	9,571,004	9,256,265
<b>Gross Non-Performing Loans ratio (A/B)</b>	<b>2.7%</b>	<b>3.1%</b>

Gross Non-Performing Loans has been calculated as gross exposure on non-performing loans on the cash loans gross (which includes the financial assets measured at amortised cost net of debt securities, the loans necessarily measured at fair value net of reverse repurchase agreements and the total value adjustments).

<sup>10</sup> The tangible shareholders' equity, which has been calculated as shareholders' equity (Euro 1,031,394 thousand as of December 31, 2023 and Euro 900,582 thousand as of December 31, 2022) net of intangible assets (Euro 55,165 thousand as of December 31, 2023 and Euro 98,263 thousand as of December 31, 2022), has been adjusted by including total value adjustments on non-performing loans equal to Euro 119,798 thousand as of December 31, 2023 (Euro 136,366 thousand as of December 31, 2022)

## 2. DIRECTORS, SENIOR MANAGERS AND MEMBERS OF THE SUPERVISORY BODIES

### General Management

The top management of Banca Sella includes the CEO, Managing Director and General Manager Massimo Angelo Vigo, the Co-General Manager Giorgio De Donno, the Co-General Manager Anna Grosso, the Deputy General Manager Massimo De Donno and the Deputy General Manager Francesco Plini.

### Board of Directors

As at the date of this Base Prospectus, the Board of Directors of Banca Sella is composed as follows:

<b>Name</b>	<b>Title</b>	<b>Principal roles performed outside the Bank</b>
Maurizio Sella	Chairperson	Chairperson Banca Patrimoni Sella & C. S.p.A. Chairperson Banca Sella Holding S.p.A. Acting Partner Maurizio Sella S.A.p.A. Chairperson Selban S.p.A. Director Finind S.p.A. Director Tollegno Holding S.p.A. Partner Director Turlo s.s.
Sebastiano Sella	Deputy Chairperson	Deputy Chairperson Banca Sella Holding S.p.A. Director Banca Patrimoni Sella & C. S.p.A. Deputy Chairperson Sella Leasing S.p.A. Deputy Chairperson Maurizio Sella S.A.p.A. Chairperson Kitenergy S.r.l. Director Arabesque A.S.
Attilio Viola	Deputy Chairperson	Cogeneral Manager Banca Sella Holding S.p.A. Deputy Chairperson Sella Personal Credit S.p.A. Chairperson Immobiliare Lanificio Maurizio Sella S.p.A. Director Sella Broker S.p.A. Deputy Chairperson Selban S.p.A.
Massimo Angelo Vigo	CEO	N/A
Viviana Barbera	Director	Director Sella Personal Credit S.p.A. Director Sella Leasing S.p.A.

<b>Name</b>	<b>Title</b>	<b>Principal roles performed outside the Bank</b>
		Director Banca Patrimoni Sella & C. S.p.A.
Bedendo Mascia	Director	N/A
Del Piero Michela	Director	Sole Director MIDA S.r.l. Chairperson Auditors' Board Bo.Ma. S.r.l. Chairperson Auditors' Board Consorzio Venezia Nuova Chairperson Auditors' Board Friulsider S.p.A. Chairperson Auditors' Board General Beton Triveneta S.p.A. Chairperson Auditors' Board Sch-Invest S.r.l. Deputy Chairperson EEMS Italia S.p.A. Standing Auditor Bancaria Immobiliare S.p.A. Standing Auditor Ferri Auto S.p.A. Standing Auditor Legnolandia S.r.l. Standing Auditor U-BLOX Italia S.p.A. Sole Auditor IFIM S.r.l. Sole Auditor Immobiliare Argo S.r.l. Sole Auditor MID.FIN. S.r.l.
D'Onofrio Eva	Director	Director Centrico S.p.A:
Elisabetta Galati	Director	N/A
Helga Garuzzo	Director	N/A
Andrea Lanciani	Director	N/A
Pietro Sella	Director	Managing Director and General Manager Banca Sella Holding S.p.A. Chairperson Fabrick S.p.A. Chairperson Maurizio Sella S.A.p.A. Partner Director Turlo s.s. Partner Director La Rotonda s.s.

<b>Name</b>	<b>Title</b>	<b>Principal roles performed outside the Bank</b>
Paolo Tosolini	Director	<p>Director Consortium Centrum S.r.l.</p> <p>Sole Director Costruzioni Tridentine S.r.l.</p> <p>Chairperson Konzentra di Tosolini Pietro &amp; C. S.A.p.A.</p> <p>Chairperson Habitat S.p.A.</p> <p>Chairperson Hotel Palace Gestione S.r.l.</p> <p>Deputy Chairperson Sad trasporto Locale S.p.A.</p> <p>Sole Director MIT S.r.l.</p> <p>Deputy Chairperson Generalbau S.p.A.</p> <p>Chairperson Iniziative Methab S.r.l.</p> <p>Director Generalmarket S.r.l.</p>

According to the articles of association of Banca Sella, the Board of Directors must consist of no less than five and no more than thirteen members. The number of members of the Board of Directors is set forth by the shareholders' meeting convened to resolve on the appointment of the Board of Directors, at least a quarter of whom must be independent Directors.

Directors are appointed for a period of no more than three financial years and may be re-appointed. Their appointment lasts until the date of the shareholders' meeting called for the approval of the financial statements in respect of the third financial year of appointment. The appointment of the current members of the Board of Directors will expire on the date of the at the shareholders' meeting called for approval of the financial statements for the year ending 31 December 2025.

The Board of Directors meets as a rule once a month and each time the Chairman or the Managing Director or three directors or two members of the Board of Statutory Auditors deem that it is necessary to call a meeting and in all other cases as provided for by law.

The Board of Directors is fully empowered to undertake the ordinary and extraordinary management of the Issuer in order to carry out all actions that it considers appropriate to achieve and implement the Issuer's corporate purposes, except for those powers that, by law, must be exercised by a shareholders' meeting.

The business address of each of the directors is Piazza Gaudenzio Sella, 1, 13900 Biella, Italy.

### ***Conflicts of interest***

As far as the Issuer is aware, there are no relevant potential conflicts of interest arising from the duties of the directors to the Issuer and their private interests or other duties, save for those which may arise from the other roles set out in the table above and those which may be inherent in the transactions submitted to the competent bodies of the Issuer, in strict compliance with the law.

The members of the administrative, management and control bodies of the Issuer are required to implement the following provisions governing circumstances in which there exists a specific interest concerning the implementation of a transaction:

- Article 53 (Supervisory regulations) of the Consolidated Banking Act and the relevant implementing regulations issued by the Bank of Italy, with particular reference to the supervisory regulations relating to transactions with related parties;
- Article 136 (Duties of banking officers) of the Consolidated Banking Act which requires the adoption of a particular authorisation procedure where an officer, directly or indirectly, assumes obligations towards the bank in which such officer has an administrative, management or control function;
- Article 2391 (Directors' interests) of the Italian Civil Code.

The Issuer and its corporate bodies have adopted internal measures and procedures to guarantee compliance with the above-mentioned provisions.

### Board of Statutory Auditors

As at the date of this Base Prospectus, the Board of Statutory Auditors of Banca Sella is as follows (having been appointed until the shareholders' meeting called for approval of the financial statements for the year ending 31 December 2025):

<b>Name</b>	<b>Title</b>	<b>Principal roles performed outside the Bank</b>
Paolo Piccatti	Chairperson	Chairperson Auditors' Board Stellantis Europe S.p.A. Chairperson Auditors' Board FPT Industrial S.p.A. Chairperson Auditors' Board Iveco S.p.A. Chairperson Auditors' Board New Business 33 S.p.A. Standing Auditor Ferrari S.p.A. Standing Auditor Italgas Reti S.p.A. Alternate Auditor Fresystem S.p.A. Alternate Auditor Italgas Newwco S.p.A. Partner Superga 82 s.s. Member of controlling body Fondazione la Stampa Specchio dei Tempi Onlus
Mariella Giunta	Standing Auditor	Chairperson Auditors' Board Sella SGR S.p.A. Chairperson Auditors' Board Abbott Medical Italia S.r.l. Chairperson Auditors' Board Conceria Stefania S.p.A. Chairperson Auditors' Board Galli & Cassina S.p.A. Standing Auditor EXPERT ITALY S.p.A. Consortile Standing Auditor Galderma Italia S.p.A. Standing Auditor Cer.Col S.p.A. Standing Auditor MAPEI S.p.A. Standing Auditor Profilpas S.p.A. Standing Auditor Vaga S.r.l. Standing Auditor Polyglass S.p.A.

		Standing Auditor Vinavil S.p.A.
		Standing Auditor Mosaico S.r.l.
		Standing Auditor Adesital S.p.A.
		Alternate Auditor Banca Sella Holding S.p.A.
		Director Fondazione dei Dottori Commercialisti di Milano
		Partner Director Fly s.s.
		Partner Director Pragi s.s.
Claudio Sottoriva	Standing Auditor	Chairperson Auditors' Board Sella Leasing S.p.A.
		Chairperson Auditors' Board Sella Personal Credit S.p.A.
		Standing Auditor Nephis S.r.l.
		Standing Auditor Alkeemia S.p.A.
		Standing Auditor D4Next S.p.A.
		Standing Auditor IPG Photonics Italia S.r.l.
		Standing Auditor Movinter S.p.A.
		Standing Auditor TOT S.p.A.
		Standing Auditor Easylife S.p.A.
		Director C.P.S. Consulenti S.r.l.
		Sole Director Immobiliare Cinca S.r.l.
		Sole Director Immobiliare Delvin S.r.l.
		Sole Director Savona 50 S.r.l.
		Sole Auditor Dompe' Holding S.r.l.
		Alternate Auditor Michelin Italia S.p.A.
Daniele Frè	Alternate Auditor	Chairperson Auditors' Board Centrico S.p.A.
		Chairperson Auditors' Board DPIXEL S.r.l.
		Chairperson Auditors' Board Nivola S.p.A.
		Chairperson Auditors' Board Sella Venture Partners SGR S.p.A.
		Chairperson Auditors' Board Coalescent Labs S.p.A.
		Chairperson Auditors' Board Maurizio Sella S.A.p.A.
		Chairperson Auditors' Board VORVEL SIM S.p.A.
		Chairperson Auditors' Board Artisan DNA S.p.A.
		Sole Auditor Viceversa S.p.A.
		Chairperson Auditors' Board FIER 1 S.p.A.
		Sole Director Immobiliare Ulisse S.r.l.

		Sole Director Rigazio Trustee S.r.l.
		Director Finanziaria Immobiliare d'Este S.r.l.
		Statutory Auditor Immobiliare Lanificio Maurizio Sella S.p.A.
		Statutory Auditor Sella Broker S.p.A.
		Statutory Auditor Selban S.p.A.
		Statutory Auditor Brandon Group S.r.l.
		Statutory Auditor Borno Energia Pulita S.p.A.
		Sole Auditor Cubbit S.r.l.
		Statutory Auditor Olivari B. S.p.A.
		Statutory Auditor Ramelli S.p.A.
		Statutory Auditor Banca Sella Holding S.p.A.
		Alternate Auditor CODD&DATE S.r.l.
		Alternate Auditor Fabrick S.p.A.
		Alternate Auditor Sella Fiduciaria S.p.A.
		Alternate Auditor Sella SGR S.p.A.
		Alternate Auditor AIDEXA Holding S.p.A.
		Alternate Auditor Montefarmaco OTC S.p.A.
		Alternate Auditor Consorzio di Vigilanza Sella S.C.p.A.
		Sole Auditor Ferramenta Alliata S.r.l.
Marina Mottura	Alternate Auditor	Chairperson Auditors' Board ERSEL Asset Management SGR S.p.A.
		Chairperson Auditors' Board ERSEL S.p.A.
		Chairperson Auditors' Board Farmaceutici Dott. Ciccarelli S.p.A.
		Chairperson Auditors' Board International Cosmetic Development S.p.A.
		Chairperson Auditors' Board Martis S.p.A.
		Chairperson Auditors' Board Massifond S.p.A.
		Standing Auditor Amati S.p.A.
		Standing Auditor Asset Italia S.p.A.
		Standing Auditor Diageo Italia S.p.A.
		Standing Auditor Insit Industria S.p.A.
		Standing Auditor Insit S.r.l.
		Standing Auditor Itaca Equity Holding S.p.A.
		Standing Auditor Kelemata S.p.A.
		Standing Auditor Kelemata S.r.l.



Standing Auditor Mustad S.p.A.

Standing Auditor Perlier S.r.l.

Standing Auditor Sonus Faber S.p.A.

Alternate Auditor Banca Patrimoni Sella & C. S.p.A.

Director YAM Invest N.V.

Director Società Italiana di Revisione S.r.l.

Under the articles of association of Banca Sella, the Board of Statutory Auditors is appointed by the shareholders and consists of three standing auditors, among whom a Chairperson is appointed, and two alternate auditors. The shareholders' meeting fixes their remuneration. All statutory auditors remain in office for three financial years and may be re-appointed after expiry of their term. Standing auditors must attend meetings of the Board of Directors and of the shareholders and must themselves meet at least every 45 days.

### **Independent Auditors**

KPMG S.p.A. was appointed as external auditor to the Issuer for the financial years from 2020 to 2028 pursuant to a shareholders' resolution passed on 23 April 2020. KPMG S.p.A., is an independent audit firm whose registered office is at Via Vittor Pisani No. 25, 20124 – Milan (MI), Italy and it is registered under No. 70623 in the Register of Accountancy Auditors (Registro dei revisori legali) held by the Italian Ministry of Economics and Finance in compliance with the provision of Legislative Decree No. 39, January 27, 2010.

### **3. MAJOR SHAREHOLDERS**

As at the date of this Base Prospectus, according to the public information currently available to the Issuer, the following entities hold directly or indirectly significant stakes (> 2,5% of the share capital) in the capital of Banca Sella:

- Banca Sella Holding, 78.80645% of the share capital of the Issuer and 87.573% of the voting rights;
- Generali Italia S.p.A., 2.618% of the share capital of the Issuer and 0.975% of the voting rights.

### **4. MATERIAL CONTRACTS**

At the date of this Base Prospectus, the Issuer has not implemented, signed and/or planned material contracts other than those entered into in the normal course of their typical activities that could affect the Issuer's ability to meet its obligations to the Covered Bondholders.

### **5. LEGAL, ADMINISTRATIVE AND TAX PROCEEDINGS**

The Issuer is involved in a number of legal, administrative and tax proceedings of various types originating in the ordinary course of its business. While it is not possible to predict the final results with certainty, the Issuer believes that any unfavourable outcome of those proceedings should not have, either individually or in the aggregate, significant adverse consequences on the financial and economic situation of the Issuer. Below is a summary, divided by activity areas, of the more significant proceedings to which the Issuer is subject at the date of 31<sup>st</sup> of December 2023.

Branch operations: these are disputes in which the Issuer is involved due to the normal conduct of typical banking activities; in particular, all cases originated from facts/events directly related to the relationship with the customer, such as, for example, check protests, credit lines management, release/enforcement of sureties, succession practice management, execution of bank orders, position management subject to seizure by third

parties. The overall petitum (subject of the judicial request) is approximately 22.5 million euros, for 31 positions, of which 16.6 million, in terms of principal (plus interest), are related to a case brought by Cassa Depositi e Prestiti S.p.A. (“CDP”) before the Court of Turin. In response to a loan granted by CDP itself in favor of a municipal company with an account opened at the Issuer, the plaintiff is asked to ascertain the suretyship nature of the payment delegation to the addressed Issuer and consequently the existence of the obligation of the Issuer to pay the remaining debt of the municipal company. There is also another lawsuit pending for a similar case, again promoted by CDP, pending before the Court of Cassation for which rulings favorable to the Issuer were pronounced in April 2021 by the Court of Biella and in March 2023 by the Court of Appeal of Turin.

Investment services: these are disputes which are numerically decreasing compared to previous years both in terms of the overall claim and the number of positions. The overall application amount is 5.2 million euros for 10 positions.

Compound interest: the litigation shows a decrease with 22 positions and a total petitum of approximately 2.2 million euros. For each position, specific assessments were carried out (even resorting to technical consultancy) and to prepare the provisions deemed appropriate to cover the lawsuit risks.

Damage compensation: the overall claim amounts to 16.9 million euros for 32 positions.

There are also minor disputes relating to payment services and labor disputes in relation to which the Issuer has examined each individual position and prepared the provisions deemed appropriate to cover the risks involved.

With regard, to the lawsuit brought by some minority shareholders of Banca Sella Sud Arditi Galati, related to the merger by incorporation into Banca Sella, aimed at having the alleged ascertained legitimacy of the right of withdrawal they exercised, the Issuer, having ascertained the right of withdrawal, has appealed, pursuant to article 2437-ter, paragraph 6 and article 1349 of the Civil Code, the expert's estimate (of the value of the shares on the withdrawal date) due to manifest error. The Court of Turin issued a ruling not accepting the application brought by Banca Sella confirming the expert's assessment. The Issuer has appealed against this ruling on appeal. Banca Sella Holding has nevertheless expressed its willingness to exercise the option referred to in the liquidation procedure pursuant to article 2437 quater of the Civil Code when will be started.

Finally, on 3 October 2023 the Issuer received from bankruptcy proceedings a out-of-court request for damages settlement, rejected by the Issuer, which was followed by a summons judgment before the Court, notified on 18 March 2024, with a request for compensation for damages directed to the Issuer jointly and severally with a third party, for a total of 13 million euros.

## CERTAIN REGULATORY ASPECTS RELATING TO THE ISSUER AND THE GROUP

### Banking Resolution under the EU Bank Recovery and Resolution Directive (BRRD)

The Issuer, as a bank, is subject to the Directive 2014/59/EU (“BRRD”), as implemented in the Italian legal framework.

In particular, the BRRD has been implemented in Italy through the adoption of two Legislative Decrees by the Italian Government, namely, Legislative Decrees No. 180/2015 and 181/2015 (together, the “BRRD Decrees”), both of which were published in the Italian Official Gazette on 16 November 2015.

According to these provisions of law and in summary, in the event that the following conditions are met, the relevant bank shall be put under resolution: (i) the resolution Authority (in Italy, the Bank of Italy, acting in accordance with decisions taken by the EU resolution authority, the Single Resolution Board) has determined, after consultation with the competent authority and vice versa, as applicable, that the bank is failing or is likely to fail; (ii) there is no reasonable prospect that any alternative private sector measures would prevent the failure of the institution within a reasonable timeframe; and (iii) a resolution action is necessary in the public interest (that is, it is necessary for the achievement of and is proportionate to one or more of the resolution objectives referred to in Article 31 of the BRRD and winding up of the bank under normal insolvency proceedings would not meet those resolution objectives to the same extent). In this context, an institution is considered as failing or likely to fail, alternatively, when: (a) it is, or is likely in the near future to be, in breach of requirements necessary to maintain its authorization to carry out banking activities, including but not limited to because the institution has incurred or is likely to incur losses that will deplete all or a significant amount of its own funds; (b) its assets are, or are likely in the near future to be, less than its liabilities; (c) it is, or is likely in the near future to be, unable to pay its debts or other liabilities as they fall due; or (d) it requires extraordinary public financial support in order to recover (except in limited circumstances).

Upon the opening of a resolution procedure, the resolution authorities are entrusted with the power to apply, on a stand-alone basis or in combination, the following tools:

- the sale of business, through which the resolution authority may transfer to a purchaser, on commercial terms (except for the case in which the application of commercial terms may affect the effectiveness of the sale or other instruments of ownership issued by the business tool or impose a material threat to financial stability): (a) the shares of the bank under resolution; and (b) all or any assets, rights and liabilities of the latter;
- incorporation of a so-called “bridge institution”, through which the resolution authority may transfer to the bridge institution (an entity created for this purpose that is wholly owned by one or more public authorities and is controlled by the resolution authority): (a) the shares or other instruments of ownership issued by the bank under resolution and (b) all or any assets, rights and liabilities of the latter;
- the asset separation, through which the resolution authority may transfer assets, rights or liabilities of a bank or of a bridge institution (e.g., impaired assets, such as non-performing exposures) to one or more asset management vehicles (an entity created for this purpose that is wholly or partially owned by one or more public authorities and is controlled by the resolution authority) with a view to maximizing their value through the sale or orderly winding down; and
- bail-in, through which the resolution Authority may, jointly or severally, (a) write-down the bank’s Common Equity Tier 1 (“CET1”), Additional Tier 1 (“AT1”) and Tier 2 (“T2”) instruments; (b) write-down the eligible liabilities, including bonds (with certain exceptions); (c) convert eligible liabilities into equity (shares or other instrument of ownership).

As to the application of bail-in, the resolution Authority must take into account the ranking of the bank’s

creditors according to the ordinary insolvency procedures, as the BRRD (and the corresponding Italian implementing rules) stipulates that, under resolution, no creditor may incur losses greater than they would have incurred under normal insolvency proceedings (the so called “no creditor worse off” principle).

Thus, in general terms, the ranking of the persons which may be subject to bail-in – from the lowest to the highest – is the following:

- holders of Common Equity Tier 1 instruments;
- holders of Additional Tier 1 instruments;
- holders of Tier 2 instruments, including subordinated notes;
- holders of senior non-preferred notes;
- holders of senior notes;
- depositors qualifying as large firms; and
- depositors qualifying as natural persons or SMEs.

The deposits within 100,000 Euros are protected by the Italian Deposit Guarantee Schemes.

The non-preferred senior notes (notes intending to qualify as *strumenti di debito chirografario di secondo livello* of the Issuer, as defined under Article 12-bis of the Italian Consolidated Banking Act) are a new category of instrument introduced in Italy by the Italian Law No. 205/2017, implementing Directive (EU) 2017/2399. They constitute direct, unconditional, unsecured and non-preferred obligations, ranking junior to senior notes (or equivalent instruments), *pari passu* without any preferences among themselves, and in priority to any subordinated instruments and to the claims of shareholders of the Issuer, pursuant to Article 91, section 1-bis, letter c-bis of the Italian Consolidated Banking Act.

Without prejudice to the above, the resolution authority may, in specified exceptional circumstances, partially or fully exclude certain further liabilities from the application of the bail-in tool (the “**General Bail-In Tool**”).

Article 44, paragraph 2 of the BRRD excludes secured liabilities (including covered bonds and liabilities in the form of financial instruments used for hedging purposes which form an integral part of the cover pool and which, according to national law, are secured in a way similar to covered bonds) from the application of the General Bail-In Tool.

The BRRD also provides for a Member State as a last resort, after having assessed and applied the above resolution tools (including the General Bail-In Tool) to the maximum extent practicable whilst maintaining financial stability and subject to certain other conditions, to be able to provide extraordinary public financial support through additional financial stabilization tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the burden sharing requirements of the EU state aid framework and the BRRD.

As an exemption from these principles, the BRRD allows for three kinds of extraordinary public support to be provided to a solvent institution without triggering resolution: 1) a State guarantee to back liquidity facilities provided by central banks according to the central banks’ conditions; 2) a State guarantee of newly issued liabilities; or 3) an injection of own funds in the form of precautionary recapitalisation. In the case of precautionary recapitalisation EU state aid rules require that shareholders and junior bond holders contribute to the costs of restructuring.

In addition to the General Bail-In Tool and other resolution tools, the BRRD provides for resolution authorities to have the further power to permanently write-down or convert into equity capital instruments at the point of non-viability and before any other resolution action is taken with losses taken in accordance with the priority of claims under normal insolvency proceedings (“**BRRD Non-Viability Loss Absorption**”).

For the purposes of the application of any BRRD Non-Viability Loss Absorption measure, the point of non-viability under the BRRD is the point at which (i) the relevant authority determines that the relevant entity meets the conditions for resolution (but no resolution action has yet been taken) or (ii) the relevant authority or authorities, as the case may be, determine(s) that the a relevant entity or, in certain circumstances, its group will no longer be viable unless the relevant capital instruments are written-down or converted or (iii) extraordinary public financial support is required by the relevant entity other than, where the entity is an institution, for the purposes of remedying a serious disturbance in the economy of an EEA member state and to preserve financial stability.

The BRRD also requires institutions to meet at all times a sufficient aggregate amount of own funds and “eligible liabilities” expressed as a percentage of the total liabilities and own funds of the institution (“**Minimum Requirement for Own Funds and Eligible Liabilities**” or “**MREL**”). The aim is that the minimum amount should be proportionate and adapted for each category of bank on the basis of their risk or the composition of their sources of funding and to ensure adequate capitalisation to continue exercising critical functions post resolution. The final draft regulatory technical standards in Commission Delegated Regulation (EU) 2016/1450 set out the assessment criteria that resolution authorities should use to determine the MREL for individual firms. The BRRD does not foresee an absolute minimum, but attributes the competence to set a minimum amount for each bank to national resolution authorities (for banks not subject to supervision by the ECB) or to the Single Resolution Board (the SRB) for banks subject to direct supervision by the ECB.

The determination that securities issued by the Sella Group will be subject to write-down, conversion or bail-in is likely to be inherently unpredictable and may depend on a number of factors which may be outside of the Sella Group’s control. This determination will also be made by the Single Resolution Board and there may be many factors, including factors not directly related to the bank or the Sella Group, which could result in such a determination. Because of this inherent uncertainty, it will be difficult to predict when, if at all, the exercise of a bail-in power may occur which would result in a principal write off or conversion to other securities, including equity. Moreover, as the criteria that the Single Resolution Board will be obliged to consider in exercising any bail-in power provide it with considerable discretion, holders of the securities issued by the Sella Group may not be able to refer to publicly available criteria in order to anticipate a potential exercise of any such power and consequently its potential effect on the Sella Group and the securities issued by the Sella Group. Potential investors in the securities issued by the Sella Group should consider the risk that a holder may lose all or part of its investment, including the principal amount plus any accrued interest, if such statutory loss absorption measures are acted upon.

Furthermore, on 1 June 2016, the Commission Delegated Regulation (EU) 2016/860 of 4 February 2016 (the “**Delegated Regulation (EU) 2016/860**”) specifying further the circumstances where exclusion from the application of write-down or conversion powers is necessary under Article 44(3) of BRRD was published on the Official Journal of the European Union. In particular this regulation lays down rules specifying further the exceptional circumstances provided for in Article 44(3) of BRRD, where the resolution authority may exclude, or partially exclude, certain liabilities from the application of the write down or conversion powers where the bail-in tool is applied. The Delegated Regulation (EU) 2016/860 entered into force on 21 June 2016.

Furthermore, under resolution, the resolution authorities have relevant ancillary power aimed at ensuring a smooth resolution of the bank. In particular, they are entitled to amend or alter the maturity of certain debt instruments (such as senior notes, non-preferred senior notes and subordinated notes) issued by the bank under resolution or to amend the amount of interest payable under such instruments, or the date on which the interest becomes payable, including by suspending payment for a temporary period.

In general terms, the resolution authority is also entitled to cancel or modify the terms of any contract to which

the bank under resolution is a party, to suspend the bank's contractual obligations or to substitute a recipient as a party.

On the other hand, the application of a resolution measure shall not, per se (i.e., provided that the bank continues to perform its obligations under the relevant agreements), make it possible to: (i) exercise any termination, suspension, modification, netting or set-off rights; (ii) obtain possession, exercise control or enforce any security over any property of the bank in relation to an agreement which includes cross-default provisions; or (iii) affect any contractual rights of the bank in relation to an agreement which includes cross-default provisions.

In this regard, it should be noted that, in any case, the BRRD Decrees introduced strict limitations on the possibility to exercise the rights of set-off normally available under Italian insolvency laws, in case of resolution.

As to the financing of the resolution action, the resources may be provided by the national Resolution Funds and the Single Resolution Fund in which the national Resolution Funds had been pooled together gradually. However, in accordance with the burden-sharing principle, the intervention of such funds is only admitted where a contribution to loss absorption and recapitalization equal to an amount not less than 8% of the total liabilities (including own funds) of the bank under resolution, measured at the time of the resolution action, has been made by the shareholders and the holders of other instruments of ownership, the holders of relevant capital instruments and other eligible liabilities through write down, conversion or otherwise. In any case, the contribution of the resolution funds shall not exceed 5% of the total liabilities including own funds of the bank under resolution, measured at the time of the resolution action.

On 23 November 2016, the European Commission proposed a comprehensive package of reforms to further strengthen the resilience of EU banks and investment firms (the **"EU Banking Reform Package"**). The EU Banking Reform Package amended many existing provisions set out in the CRD IV Package, the BRRD and the Single Resolution Mechanism (the **"SRM Regulation"**). These proposals were published in the Official Journal of the European Union on 7 June 2019 entering into force 20 days after, even though most of the provisions applied only from 28 June 2021. The proposal included an amendment to Article 108 of the BRRD aimed at further harmonising the creditor hierarchy as regards the priority ranking of holders of bank senior unsecured debt in resolution and insolvency. A new class of so called "senior non-preferred debt" was proposed to be added that would be eligible to meet the TLAC and MREL requirements. This new class of debt will be senior to all subordinated debt, but junior to ordinary unsecured senior claims.

The proposal of the European Commission resulted in the adoption of Directive (EU) 2017/2399 of 12 December 2017 amending the BRRD with regard to the ranking of unsecured debt instruments in insolvency hierarchy which was published in the Official Journal of the European Union on 27 December 2017 and had to be transposed into national law by the Member States by 29 December 2018. In this regard, the Italian Law no. 205/2017, approved by the Italian Parliament on 27 December 2017, contains the implementing provisions pertaining to "non-preferred" senior debt instruments.

The amendments to the BRRD do not affect the existing stocks of bank debt and their statutory ranking in insolvency pursuant to the relevant laws of the Member State in which the bank is incorporated.

In addition, the EBA has issued its final draft regulatory technical standards which further define the way in which national resolution authorities/the SRB shall calculate MREL. According to the SRB work programme for 2024, during this year the number resolution plans expected for the 2024 RPC is 101, 17 of which with resolution colleges.

The EU Banking Reform Package, including Directive (EU) 2019/879 which provides for a number of significant revisions to the BRRD (known as BRRD2), entered into force on 27 June 2019. BRRD2 provides that Member

States are required to ensure implementation into local law by 28 December 2020 with certain requirements relating to the implementation of the total loss absorbing capacity standard (“TLAC”) applying from January 2022 while the transitional period for full compliance with MREL requirements is foreseen until 1 January 2024, with interim targets for a linear build-up of MREL set at 1 January 2022. The EU Banking Reform Package includes, amongst other things:

- (a) full implementation of the FSB’s TLAC standard in the EU and revisions to the existing MREL regime. Additional changes to the MREL framework include changes to the calculation methodology for MREL, criteria for the eligible liabilities which can be considered as MREL, the introduction of internal MREL and additional reporting and disclosure requirements on institutions;
- (b) introduction of a new category of “top-tier” banks, being banks which are resolution entities that are not G-SIIs but are part of a resolution group whose total assets exceed EUR 100 billion;
- (c) the introduction of a new moratorium power for resolution authorities and requirements on the contractual stays in resolution; and
- (d) amendments to the article 55 regime in respect of the contractual recognition of bail-in. Changes to the BRRD under BRRD2 impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors

In order to ensure compliance with MREL requirements, and in line with the FSB standard on TLAC, the BRRD2 provides that in case a bank does not have sufficient eligible liabilities to comply with its MREL, the resultant shortfall is automatically filled up with CET1 Capital that would otherwise be counted towards meeting the combined capital buffer requirement. However, under certain circumstances, the BRRD2 envisages a nine-month grace period before restrictions to discretionary payments to the holders of regulatory capital instruments and employees take effect due to a breach of the combined capital buffer requirement.

On 15 May 2024, the Single Resolution Board published a non-binding policy named “*Minimum Requirements for Own Funds and Eligible Liabilities (MREL) Policy under the Banking Package*”, aiming at helping to ensure that MREL is set in the context of fully feasible and credible resolution plans for all types of banks, as well as promoting a level playing field across banks including subsidiaries of non-banking Union (EU) banks. The policy addresses the following topics:

- calibration: the policy provides for modifications and extensions of the SRB’s approach to MREL calibration in accordance with the framework set out by the EU Banking Reform Package;
- subordination for resolution entities: the policy sets the following subordination requirements: (i) Pillar 1 Banks are subject to subordination requirements composed of a non-adjustable Pillar 1 MREL requirement that must be met with own funds instruments and eligible liabilities that are subordinated to all claims arising from excluded liabilities; (ii) Pillar 1 Banks’ resolution authorities shall ensure that the subordinated MREL resources of Pillar 1 Banks are equal to at least 8% of total liabilities and own funds (TLOF); and (iii) non Pillar 1 Banks will be subject to a subordination requirement only upon the decision of the resolution authority to avoid a breach of the No Creditor Worse Off principle, following a bank-specific assessment carried out as part of resolution planning;
- internal MREL for non-resolution entities: the policy states that the SRB will progressively expand the scope of non-resolution entities for which it will adopt internal MREL decisions, and it may waive subsidiary institutions qualifying as non-resolution entities from internal MREL at certain conditions. In addition, the policy defines criteria for the SRB’s possibility to permit the use of guarantees to meet the internal MREL within the Member State of the resolution entity;

- MREL for cooperative groups: the policy sets out minimum conditions to authorise certain types of cooperative networks to use eligible liabilities of associated entities other than the resolution entity to comply with the external MREL, as well as minimum conditions to waive the internal MREL of the legal entities that are part of the cooperative network;
- eligibility of liabilities issued under the law of a third country: the SRB has developed a checklist to assist banks in establishing if liabilities are eligible. The policy also provides more details on eligibility characteristics for specific types of liabilities and expands on how liabilities issued under the law of third countries can be considered eligible through contractual recognition;
- transitional arrangements: the policy explains the operationalisation of transitional periods up to the 2024 deadline, including binding intermediate targets in 2022 and informative targets in 2023, also stating that transitional arrangements must be bank-specific (since they depend on the MREL tailored to that bank and its resolution plan, and the bank's progress to date in raising MREL-eligible liabilities); and
- M-MDA: The SRB may set restrictions for banks that do not comply with the Combined Buffer Requirement (CBR), preventing them from distributing more than the Maximum Distributable Amount related to MREL (M-MDA). The M-MDA may also be imposed in cases of breaches of the MREL. The Policy describes the two-stage assessment and the expectations for the banks as regards the notification.

The above mentioned MREL policy is reviewed and updated by the SRB on a yearly basis.

In April 2020, the SRB published a letter which was sent to banks under its remit, outlining potential operational relief measures related to the COVID-19 outbreak. Of particular note, the SRB has stated that:

- it is committed to working on 2020 resolution plans and issuing 2020 decisions on MREL according to the planned deadlines but it will apply a pragmatic and flexible approach to consider, where necessary, postponing less urgent information or data requests related to the 2020 resolution planning cycle; and
- it regards the liability data report, the additional liability report and the MREL quarterly template as essential and it expects banks to make every effort to deliver these documents on time but will assess possible leeway in submission dates for other reports, such as those related to critical functions and access to financial market infrastructures.

In September 2020, the European Commission issued a notice aimed at interpreting certain legal provisions of the revised bank resolution framework (i.e. BRRD, SRMR, CRR and CRD IV) in reply to questions raised by NCAs, addressing the following issues: (i) the power to prohibit certain distributions; (ii) powers to suspend payment or delivery obligations; (iii) selling of subordinated eligible liabilities to retail clients; (iv) minimum requirement for own funds and eligible liabilities; (v) bail-in tool; (vi) contractual recognition of bail-in; (vii) write down or conversion of capital instruments and eligible liabilities; (viii) exclusion of certain contractual terms in early intervention and resolution; and (ix) contractual recognition of resolution stay powers. As pinpointed by the same Commission, the notice merely clarifies the provisions already contained in the applicable legislation, while it does not extend in any way the rights and obligations deriving from such legislation nor introduce any additional requirements of the concerned operators and competent authorities.

In April 2021, the Implementing Regulation (EU) 2021/763 on disclosure reporting on MREL and TLAC has been published, providing for: (i) draft uniform disclosure formats for MREL and TLAC disclosure according – respectively – to Articles 45i(6) of the BRRD and 434a of the CRR; (ii) draft uniform reporting templates, instructions and methodology for MREL and TLAC reporting according – respectively – to Articles 45i(5) of the BRRD and 430(7) of the CRR. Title I of the Implementing Regulation (EU) 2021/763 shall apply from 28 June 2021, while Title II shall apply as of 1 June 2021 as regards the disclosures in accordance with Article 437a and



point (h) of Article 447 of CRR, and as of the date of application of the disclosure requirements in accordance with the third subparagraph of Article 3(1) of Directive (EU) 2019/879, as regards the disclosures in accordance with Article 45i(3) of BRRD.

In such context, it is worth mentioning that on 18 April 2023, the European Commission published a legislative proposal on the crisis management and deposits insurance (the “**CMDI**”) framework. The package consists of four legislative proposals that would amend existing EU legislation: the BRRD, the Directive 2014/49/EU (the “**DGSD**”) and the Regulation (EU) 806/2014 (the “**SRM**”). On 19 June 2024, the Council announced that it had agreed a negotiating mandate on the review of the CMDI framework. With this agreement, the Council is ready to engage in negotiations with the European Parliament on the final shape of this piece of legislation.

As part of the CMDI, Directive (EU) 2024/1174 was adopted – published in the Official Journal of the European Union on 22 April 2024 – introducing certain amendments to the BRRD and the SRMR aimed at outlining the conditions for the treatment of internal MREL.

On 1 December 2021, Legislative Decree No. 193 of 8 November 2021 (the Decree No. 193), implementing BRRD II into the Italian jurisdiction, entered into force, amending Legislative Decree No. 180/2015 and the Consolidated Banking Act.

The amendments introduced to Legislative Decree No. 180/2015 aligned the Italian regulatory framework regulating MREL, and the criteria according to which it is determined, to the provisions set forth in BRRD II.

In particular, the amended version of Legislative Decree no. 180/2015 clearly envisages that MREL shall be determined by the Bank of Italy on the basis of the following criteria:

- (i) the need to ensure that the application of the resolution tools to the resolution entity is adequate to meet the resolution's objectives;
- (ii) the need to ensure that the resolution entity and its subsidiaries belonging to the same corporate group subject to resolution have sufficient own funds and eligible assets to ensure that, if the bail-in tool or write-down or conversion powers, respectively, were to be applied to them, losses could be absorbed and that it is possible to restore the total capital ratio and, as applicable, the leverage ratio to a level necessary to enable them to continue to comply with the conditions for authorisation, according to the regulatory framework currently in force, even if the resolution plan envisages the possibility for certain classes of eligible liabilities to be excluded from bail-in or to be transferred in full to a recipient under a partial transfer;
- (iii) the size, the business model, the funding model and the risk profile of the entity; and
- (iv) the extent to which the failure of the entity would have an adverse effect on financial stability, due to the interconnectedness of the entity with other institutions or entities or with the rest of the financial system.

#### **CRD V and CRR II**

As already anticipated above, on 27 June 2019 CRD V and CRR II were issued as Directive 2019/878/EU and Regulation 2019/876/EU respectively. CRD V applies from 29 June 2020 and CRR II largely applies from 28 June 2021. On 29 November 2021, the Legislative Decree No. 182, of 8 November 2021, implementing CRD V and CRR II was published in the Official Gazette. It delegates the Bank of Italy to adopt the secondary implementing provisions within 180 days of its entry into force.

On 22 February 2022 Bank of Italy issued the 38th amendment to Circular No. 285 introducing the possibility for the Bank of Italy to impose a systematic risk buffer (SyRB), pursuant to Article 133 of the CRD V, consisting

of CET1, with the aim of preventing and mitigating macro-prudential or systemic risks not otherwise covered by the macro-prudential tools provided by the CRR, the countercyclical capital buffer and the capital buffers for G-SIIs or O-SIIs.

The amendment adapts the rules concerning capital buffers and capital conservation measures with CRD V and implement the EBA's guidance on the appropriate subsets of sectoral exposures for the application of the SyRB in accordance with Article 133(5)(f) of CRD V.

Following a public consultation procedure, on 26 April 2024, the Bank of Italy decided to apply a SyRB of 1.0 per cent, of exposures towards Italian residents weighted for credit and counterparty credit risk. The SyRB applies to all banks and banking group authorised in Italy, thus including the Sella Group. The buffer rate target would be reached gradually: 0.5 per cent. would need to be set aside by 31 December 2024 and the remaining 0.5 per cent by 30 June 2025. The SyRB is to be applied at the highest level of consolidation for banking group.

In addition to the above, the 38th amendment also granted the power to the Bank of Italy of adopting one or more prudential measures based on customer and loan characteristics (so-called borrower-based measures), requiring banks to apply them when granting new financing in any form.

Those measures can be applied to all loans or differentiated on the basis of the characteristics of customers and loans. More specifically, in the presence of high vulnerabilities of the financial system, which may give rise to systemic risks, the Bank of Italy may adopt one or more borrower-based measures that are – in line with the ESRB guidelines – appropriate and sufficient to prevent or mitigate the identified risks, considering, if possible, also any cross-border effect arising from their application and paying due attention to the principle of proportionality.

The amendments seek to implement some of the remaining aspects of Basel III and reforms which reflect EC findings on the impact of CRD IV on bank financing of the EU economy. Certain of the changes such as new market risk rules, standardised approach to counterparty risk, details on the leverage ratio and net stable funding requirements and the tightening of the large exposures limit will particularly impact capital requirements. The amendments also seek to require financial holding companies in the European Union to become authorised and subject to direct supervision under CRD IV. This will place formal direct responsibility on holding companies for compliance with consolidated prudential requirements for financial groups. The amendments also require third-country groups above a certain threshold with two or more credit institutions or investment firms in the European Union to establish an intermediate EU holding company. The minimum requirement for own funds and eligible liabilities provisions in the CRR are also amended to bring the requirement in line with the Financial Stability Board's final total loss absorbing capacity term sheet standards for globally significant institutions.

The final capital framework to be established in the European Union under CRD V / CRR II differs from Basel III in certain areas. In December 2017, the Basel Committee finalised further changes to the Basel III framework which include amendments to the standardised approaches to credit risk and operational risk and the introduction of a capital floor. In January 2019, the Basel Committee published revised final standards on minimum capital requirements for market risk. These proposals will need to be transposed into EU law before coming into force. The Basel Committee has recommended implementation commencing in 2022, however timing of implementation in the European Union is uncertain.

Among other measures taken by prudential regulators in response to the COVID-19 pandemic, the Group of Central Bank Governors and Heads of Supervision (“GHOS”) decided on 2 April 2020 to delay the implementation of these final Basel III standards by one year to 1 January 2023.”

On 29 September 2022 EBA amended, with Guidelines EBA/GL/2022/12, EBA/GL/2020/14 Guidelines on the

specification and disclosure of systemic importance, indicators, updating indicators data used for the identification of global systemically important institutions (G-SIIs), increasing the transparency in the G-SIIs identification process and ensuring a continued level playing field with respect to disclosure requirements between global systemically important institutions (G-SIIs) and other large institutions with an overall leverage ratio exposure measure of more than EUR 200 billion at the end of each year. EBA/GL/2022/12 applies from 16 January 2023.

On 21 December 2022, the Bank of Italy issued the 41th amendment to Circular No. 285, implementing said Guidelines EBA/GL/2022/12. With the same amendment, the Bank of Italy implemented also the EBA Guidelines of 12 October 2022 (EBA/GL/2022/13), amending the EBA Guidelines on disclosure of non-performing and foreborne exposures (EBA/GL/2018/10).

EBA adopted a further amendment to the Guidelines on the specification and disclosure of systemic importance indicators with Guidelines EBA/GL/2023/10.

It is noteworthy that on 19 June 2024 the EU Regulation 2024/1623 (amending the CRR) and the EU Directive 2024/1619 (amending the CRD IV Directive) were published in the Official Journal of the European Union. These regulations entered into force on 9 July 2024 and: (i) the EU Regulation 2024/1623 shall apply from 1st January 2025 (with some exceptions); (ii) as for EU Directive 2024/1619, Member States shall adopt and publish, by 10 January 2026, the laws, regulations and administrative provisions necessary to comply with CRD VI, and shall apply those measures from 11 January 2026 (with some exceptions).

### **The Supervisory Review and Evaluation Process**

The Issuer is subject to the Pillar 2 requirements for banks imposed under the Directive 2013/36/EU of the European Parliament and of the Council of the European Union of 26 June 2013 and the Regulation (EU) No 575/2013 of the European Parliament and of the Council of the European Union of 26 June 2013 (jointly the “**CRD IV Package**”), which will be impacted, on an on-going basis, by the Supervisory Review and Evaluation Process (“**SREP**”). The SREP is aimed at ensuring that institutions have in place adequate arrangements, strategies, processes and mechanisms to maintain the amounts, types and distribution of internal capital commensurate to their risk profile, as well as robust governance and internal control arrangements. The key purpose of the SREP is to ensure that institutions have adequate arrangements as well as capital and liquidity to ensure sound management and coverage of the risks to which they are or might be exposed, including those revealed by stress testing, as well as risks the institution may pose to the financial system. On 22 April 2020, the EBA published a statement on additional supervisory measures in the light of the COVID-19. The EBA states that it recognises the need for a pragmatic and effective SREP, specific for the 2020 exercise. In light of the above, on 23 July 2020 the EBA issued the Final Report of the Guidelines “on the pragmatic 2020 supervisory review and evaluation process in light of the COVID-19 crisis”, aimed at making available to competent authorities a special procedure for the supervisory review and evaluation process (SREP) for the year 2020. In particular, they identify how flexibility and pragmatism could be exercised in relation to the SREP framework in the context of the COVID-19 pandemic. On 18 March 2022, the EBA published revised “Guidelines for Common Procedures and Methodologies for the Supervisory Review and Evaluation Process (SREP) and Prudential Stress Tests”, which provide a common framework for supervision in assessing risks to banks' business models, solvency and liquidity, as well as for conducting prudential stress tests. The guidelines have applied since 1 January 2023.

On 12 October 2022 EBA amended, with Guidelines EBA/GL/2022/13, the scope of application of the Guidelines

of 2018 (EBA/GL/2018/10) clarifying that the Guidelines will no longer apply to significant credit institutions, as they are subject to greater disclosure obligations regarding impaired exposures and the measures of concessions, as prescribed by CRR2 and the Implementing Regulation (EU) of 15 March 2021. The EBA/GL/2022/13 Guidelines apply since 31 December 2022. On 21 December 2022, the Bank of Italy issued the 41st amendment to Circular No. 285, implementing said Guidelines EBA/GL/2022/13.

At the conclusion of the annual process of review and prudential assessment (SREP), the Bank received notification from the European Central Bank of the new decision on prudential requirements to be met on a consolidated basis a minimum CET1 Ratio of 8.57 per cent., a minimum Total Capital Ratio of 10.59 per cent. and a minimum Tier 1 ratio of 13.29 per cent., to be applied as of 1 January 2024.

### **The Covered Bond Directive and Regulation**

On 18 December 2019, Directive (EU) 2019/2162 and Regulation (EU) 2019/2160 amending CRR have been published in the Official Journal of the European Union. They apply since 8 July 2022. The Directive (EU) 2019/2162 has been transposed into the Italian legal framework by Decree 190/2021, which designated the Bank of Italy as the competent authority for the public supervision of the covered bonds, which was entrusted with the issuing of the implementing regulations of the Title I-bis of Law 130, as amended, by 8 July 2022, in accordance with article 3, paragraph 2, of Decree 190/2021. In this respect, the provisions of Law 130, as amended by Decree 190/2021, apply to covered bonds issued starting from 8 July 2022, in certain cases subject to entry into force of the implementing measures as referred to under article 3, paragraph 2, of Decree 190/2021. As per the implementing regulation, the Bank of Italy has launched a public consultation on 12 January 2023 with regard, inter alia, to (i) the criteria for the assessment of the eligible assets and the conditions for including covered bonds among eligible assets for derivative contracts with hedging purposes; (ii) the procedures for calculating hedging requirements; (iii) the conditions for establishing new issuance programmes; (iv) the possibility for banks having a rating corresponding at least to credit quality step 3 to act as counterparties of a derivative contract with hedging purposes; (v) the possibility to reduce the minimum level of over-collateralization for covered bonds (i.e. 2% instead of 5%). The public consultation ended on 11 February 2023 and has brought to the publication of the 42th amendment to the Bank of Italy Circular No. 285/2013.

Directive (EU) 2019/2162 lays down rules on the issuance requirements, structural features, public supervision and publication obligations for covered bonds. Compared with the UCITS, Directive (EU) 2019/2162 provides for a number of more complex structural requirements, such as the dual recourse and the bankruptcy remoteness tools. The Directive at hand also establishes specific requirements of the liquidity reserve concerning the cover pool and introduces the possibility of joint funding and intragroup pooled covered bond structures in order to facilitate the issuance of covered bonds by small credit institutions. Moreover, the Directive provides the authorities of the Member States with the task of monitoring compliance of covered bond issuances with the abovementioned requirements and regulates the conditions for obtaining the authorisation to carry out the activity of issuance of covered bonds in the context of a covered bond programme.

Regulation (EU) 2019/2160 introduces some amendments to Article 129 of the CRR, providing for additional requirements for covered bonds to be eligible for the relevant preferential treatment. In particular, the Regulation introduces a rule allowing exposures to credit institutions rated in credit quality step 2 up to a maximum of 10% of the total exposure of the nominal amount of outstanding covered bonds of the issuing institution, without the need to consult the EBA. The Regulation also requires a minimum level of overcollateralization in order to mitigate the most relevant risks arising in the case of the issuer's insolvency

or resolution.

The Delegated Regulation (EU) 2015/61 (the “**LCR Delegated Regulation**”) on the Liquidity Coverage Ratio (LCR) is applicable to all credit institutions, including those issuing covered bonds. Such credit institutions are currently subject to the liquidity coverage requirement applicable for a period of 30 calendar days, during which a covered bond issuer has to ensure it has sufficient liquid assets (in the meaning of the LCR Delegated Regulation) to cover the net liquidity outflows (in the meaning of the LCR Delegated Regulation), including those stemming from the covered bond programme. At the same time, Directive (EU) 2019/2162 requires credit institutions issuing covered bonds to maintain at all times a liquidity buffer (‘cover pool liquidity buffer’) composed of liquid assets available to cover the net liquidity outflows of their covered bonds programmes for a period of 180 days. The cover pool liquidity buffer established by the Directive (EU) 2019/2162 includes assets that meet all but one requirement to be recognised as liquid assets under the LCR Delegated Regulation: assets in the cover pool liquidity buffer are subject to the segregation requirement under the Article 12 of the Directive (EU) 2019/2162, making them encumbered and therefore ineligible in the LCR liquidity buffer, thus duplicating the liquidity requirements covered bonds issuers have to comply with. To ensure that Member States can address such overlap, Directive (EU) 2019/2162 includes an option for Member States to waive the specific cover pool liquidity buffer requirement for the time that the credit institution issuing covered bonds complies with other liquidity requirements under Union law. However, the exercise of the abovementioned waiver to avoid double counting would not be prudentially sound because, after the separation of the credit institution’s estates in stress scenarios, it would reduce the liquid assets in the cover pool intended to respond to its own payment obligations (liquid assets fulfilling the general liquidity coverage requirement are by definition unencumbered, meaning that they are freely available for the credit institution and part of its general estate). The European Commission has therefore adopted the Commission Delegated Regulation 2022/786 to remove the overlap, by permitting credit institutions to treat liquid assets held as part of the cover pool liquidity buffer as unencumbered up to the amount of net liquidity outflows from the associated covered bond programme.

On 22 April 2021, the European Delegated Law 2019–2020 entered into force. It delegates the Italian Government to implement – inter alia – Directive (EU) 2019/2162. According to the European Delegated Law 2019:

- the Bank of Italy is the competent authority for the supervision on covered bonds;
- the implementing provisions shall provide for the exercise of the option granted by Article 17 of Directive (EU) 2019/2162, allowing for the issue of covered bonds with extendable maturity structures, and
- the implementing provisions shall grant the Bank of Italy with the power to exercise the option to set for covered bonds a minimum level of overcollateralization lower than the thresholds set out under Article 1 of Regulation (EU) 2019/2162 (i.e. 2% or 5% depending on the assets included in the cover pool).

In August 2021, a draft Legislative Decree implementing Directive (EU) 2019/2162 was filed with the competent Parliament Committees for their examination, which has been approved and transposed into the Legislative decree No. 190 of 5 November 2021 (“**Decree 190/2021**”). In this respect, it is worth mentioning that the national legislator chose to exercise the following options provided by Directive (EU) 2019/2162: (i) the possibility not to apply the liquidity requirement of the cover pool limited to the period covered by the liquidity requirement provided for in Delegated Regulation (EU) 2015/61; (ii) the possibility of allowing the issuance of covered bonds with extensible maturity structures; (iii) the possibility of allowing the calculation of the liquidity

requirement of the cover pool in case of programs with extensible maturity by taking as a reference the final maturity date for the payment of principal.

Moreover, the draft Legislative Decree designates the Bank of Italy as the competent authority for the public supervision of the covered bonds, which is entrusted with the issuing of the implementing regulations by 8 July 2022. In this regulations, the Bank of Italy will also have to assess whether to exercise the option provided for in the Directive that allows Member States to lower the threshold of the minimum level of overcollateralization. Following a public consultation launched by the Bank of Italy on 12 January 2023 and ended on 11 February 2023, on 30 March 2023 Bank of Italy issued the 42nd amendment to the Bank of Italy Regulations, providing for the implementing measures referred to under article 3, paragraph 2, of Decree 190/2021. Such amendment to the Bank of Italy Regulations provided for, inter alia, (i) the criteria for the assessment of the eligible assets and the conditions for including among eligible assets derivative contracts with hedging purposes; (ii) the procedures for calculating hedging requirements; (iii) the conditions for establishing new issuance programmes and the interim discipline regarding new issues under issuance programmes already existing as of 30 March 2023; (iv) the possibility for banks having a rating corresponding at least to credit quality step 3 to act as counterparties of a derivative contract with hedging purposes. In accordance with the Bank of Italy Regulations, as amended on 30 March 2023, the Bank of Italy did not exercise the option provided for in the Directive (EU) 2019/2162 that allows Member States to lower the threshold of the minimum level of overcollateralization.

As of the date of this Base Prospectus, the Issuer is not capable of assessing the impact that the application of the above provisions will have on the Issuer, the Guarantor and the Covered Bonds.

After the date hereof, the performance of the Covered Bonds and the ratings assigned to the Covered Bonds may be affected. In addition, it should be noted that regulatory requirements 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 Base Prospectus or of any party and perspective investors under any applicable law or regulation, nor can any assurance be given as to whether any such changes could adversely affect the ability of the Issuer to meet its obligations in respect of the Covered Bonds or the Guarantor to meet its obligations under the Covered Bond Guarantee. Any such change could adversely impact the value of the Covered Bonds.

## THE GUARANTOR

### Introduction

**Sella CB S.r.l. has been established as a special purpose vehicle for the purpose of guaranteeing the Covered Bonds.**

The Guarantor was incorporated and operates in the Republic of Italy as a limited liability company incorporated under Title 1–*bis* of the Securitisation and Covered Bond Law, with Fiscal Code, VAT number and registration number with the Register of Enterprises of Treviso–Belluno no. 05466720264.

The Guarantor was incorporated on 30 January 2024. The duration of Sella CB S.r.l. shall be until 31 December 2100.

Stichting Campana owns the 40 per cent of the quota capital of Sella CB S.r.l.

Banca Sella Holding S.p.A. owns the 60 per cent of the quota capital of Sella CB S.r.l.

Sella CB S.r.l. has its registered office at Via V. Alfieri, 1, 31015 Conegliano (TV), Italy and the telephone number of the registered office is +390438360900 and the fax number is +39 0438 360962.

The authorised, issued and paid in quota capital of Sella CB S.r.l. is Euro 10,000.

As at the date of this Base Prospectus the Guarantor has no website.

### Guarantor Legal Entity Identifier (“LEI”):

8156000AB686AB664518

### Business Overview

The exclusive purpose of the Sella CB S.r.l. is to purchase from banks, against payment, receivables and securities also issued in the context of a securitisation, in compliance with Title 1–*bis* of the Securitisation and Covered Bond Law and the relevant implementing provisions, by means of subordinated loans granted or guaranteed also by the selling banks, as well as to issue guarantees for the covered bonds issued by such banks or other entities.

Sella CB S.r.l., indeed, will grant the Covered Bond Guarantee to the benefit of the Covered Bondholders, of the counterparts of derivatives contracts entered into with the purpose to cover the risks inherent the purchased credits and securities and of the counterparts of other ancillary contracts, as well as to the benefit of the payment of the other costs of the transaction, with priority in respect of the reimbursement of the others loans, pursuant to paragraph 1 of Title 1–*bis* of the Securitisation and Covered Bond Law.

Since the date of its incorporation, Sella CB S.r.l. has not engaged in any business other than the purchase of the Portfolio and the entering into of the Programme Documents and other ancillary documents.

So long as any of the Covered Bonds remain outstanding Sella CB S.r.l. shall not, without the consent of the Representative of the Covered Bondholders, incur any other indebtedness for borrowed moneys or engage in any business (other than acquiring and holding the assets backing the Covered Bond Guarantee, assuming the Subordinated Loan, issuing the Covered Bond Guarantee and entering into the Programme Documents to which it is a party), pay any dividends, repay or otherwise return any equity capital, have any subsidiaries, employees or premises, consolidate or merge with any other person or convey or transfer its property or assets to any person (otherwise than as contemplated in the Conditions or the Intercreditor Agreement) or guarantee any additional quota.

Sella CB S.r.l. will covenant to observe, *inter alia*, those restrictions which are detailed in the Intercreditor

Agreement.

### Organisational structure

As at the date of this Base Prospectus the Guarantor doesn't own any of its own holdings or shares in its parent company, either directly or through trust companies.

As at the date of this Base Prospectus the Guarantor is subject to the activity of direction and coordination (*soggetta all'attività di direzione e coordinamento*) pursuant to article 2497 of the Italian civil code of Banca Sella Holding S.p.A..

As at the date of this Base Prospectus the Guarantor doesn't have any branch offices and has no employees.

### Administrative, Management and Supervisory Bodies

The directors of the Guarantor are:

NAME AND SURNAME	OFFICE HELD IN THE GUARANTOR	OFFICES HELD IN OTHER COMPANIES
Luca Saprio	President and Managing Director	Deputy Chief Lending Officer of the Sella Group
Francesca Ghiglia	Director	Head of Staff Treasury & Financial Markets at Banca Sella Holding S.p.A.
Paolo Gabriele	Managing Director	Head of Investment Banking Financial Institution at Banca Finanziaria Internazionale S.p.A.

Under the Quotaholders' Agreement the Quotaholders have undertaken that, if, at any time, a Board of Statutory Auditors shall be appointed, it shall be composed of three members which shall appointed as follows: two by Banca Sella Holding S.p.A. and one by Stichting Campana. No Board of Statutory Auditors has been appointed as of the date of this Base Prospectus.

The business address of each member of the Board of Directors and Board of Statutory Auditors is Sella CB S.r.l., Via V. Alfieri, 1, 31015 Conegliano (TV), Italy.

### Conflicts of interest

There are no potential conflicts of interest between the duties of the directors and their private interest or other duties.

### Quotaholders

The quotaholders of Sella CB S.r.l. (hereafter together the "Quotaholders") are as follows:

Banca Sella Holding S.p.A., 60 per cent of the quota capital;

Stichting Campana, 40 per cent of the quota capital.

Banca Sella Holding S.p.A., with the 60 per cent of the quota capital controls Sella CB S.r.l.. In order to avoid any abuse, certain mitigants have been inserted in the Quotaholders' Agreement, as better described in the following paragraph.



## **The Quotaholders' Agreement**

The Quotaholders' Agreement contains *inter alia* a call option in favour of Banca Sella Holding S.p.A. to purchase from Stichting Campana and a put option in favour of Stichting Campana to sell to Banca Sella Holding S.p.A., the quota of Sella CB S.r.l. held by Stichting Campana and provisions in relation to the management of the Guarantor.

In addition the Quotaholders' Agreement provides that no Quotaholder of Sella CB S.r.l. will approve the payments of any dividends or any repayment or return of capital by Sella CB S.r.l. prior to the date on which all amounts of principal and interest on the Covered Bonds and any amount due to the Other Creditors have been paid in full.

## **Financial Information concerning the Guarantor's Assets and Liabilities, Financial Position, and Profits and Losses**

The financial year of the Guarantor ends on 31 December of each calendar year.

The Guarantor has not, from the date of its incorporation, carried out any business activities nor has incurred in any financial indebtedness (other than those incurred in the context of the Programme).

### *Capitalisation and Indebtedness Statement*

The capitalisation of Sella CB S.r.l. as at the date of this Base Prospectus is as follows: 10.000 Euro.

### *Quota capital Issued and authorised*

Banca Sella Holding S.p.A. has a quota of Euro 6.000 Euro and Stichting Campana has a quota of Euro 4.000 Euro, each fully paid up.

### *Total capitalisation and indebtedness*

Save for the foregoing and for the Covered Bond Guarantee and the Subordinated Loan, in accordance with the Subordinated Loan Agreement, at the date of this document, Sella CB S.r.l. has no borrowings or indebtedness in the nature 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.

### *Independent auditors*

On 29 July 2024, the Board of Directors of the Guarantor appointed KPMG S.p.A. to perform the audit of the financial statements of the Guarantor for the years ending 2024–2026.

KPMG S.p.A., which is the current independent auditor of the Guarantor, is an independent audit firm whose registered office is at Via Vittor Pisani No. 25, 20124 – Milan (MI), Italy and it is registered under No. 70623 in the Register of Accountancy Auditors (Registro dei revisori legali) held by the Italian Ministry of Economics and Finance in compliance with the provision of Legislative Decree No. 39, January 27, 2010..

## THE ASSET MONITOR

The Bank of Italy Regulations require that the Issuer appoints a qualified entity to be the asset monitor to carry out controls on the regularity of the transaction and the integrity of the Covered Bond Guarantee and, following the latest amendments to the Bank of Italy Regulations introduced by way of inclusion of the new Part III, Chapter 3 (*Obbligazioni Bancarie Garantite*) in Bank of Italy's Circular No. 285 of 17 December 2013, the information to be provided to investors.

Pursuant to the Bank of Italy Regulations, the asset monitor must be an independent auditor enrolled with the Register of Certified Auditors held by the Ministry for Economy and Finance pursuant to Legislative Decree No. 39 of 27 January 2010 and the Ministerial Decree No. 145 of 20 June 2012 and shall be independent from the Issuer and any other party to the Programme and from the accounting firm who carries out the audit of the Issuer and the Guarantor.

Based upon controls carried out, the asset monitor shall prepare annual reports, to be addressed also to the Board of Statutory Auditors (*collegio sindacale*) of the Issuer.

Pursuant to an engagement letter entered into on or about 5 August 2024, between the Issuer and the Asset Monitor, the Issuer has appointed BDO Italia S.p.A., a *società per azioni* incorporated under the laws of the Republic of Italy, having its registered office at Viale Abruzzi 94, 20131, Milan, Italy, fiscal code and enrolment with the companies register of Milan No. 07722780967, and included in the Register of Certified Auditors held by the Ministry for Economy and Finance – Stage general accounting office, at No. 167911, as asset monitor (the “**Asset Monitor**”) in order to perform, subject to receipt of the relevant information from the Issuer, specific monitoring activities concerning, inter alia, (i) the fulfilment of the eligibility criteria set out under Article 7–novies of the Securitisation and Covered Bond Law, the Bank of Italy Regulations and Article 129 of the CRR with respect to the Eligible Assets included in the Cover Pool; (ii) the compliance with the internal limits to the transfer of the Eligible Assets set out under Article 7–novies of the Securitisation and Covered Bond Law and the Bank of Italy Regulations; (iii) the calculation performed by the Test Calculation Agent in respect of the Statutory Tests, the Asset Coverage Test, the Amortisation Test and the Liquidity Reserve Requirement and the compliance with the limits set out under Articles 7–undecies and 7–duodecies of the Securitisation and Covered Bond Law, with respect to the Covered Bonds issued and the Eligible Assets included in the Portfolios as determined in the Statutory Tests, the Asset Coverage Test and the Liquidity Reserve Requirement; (iv) the effectiveness and adequacy of the risk protection provided by any Swap Agreement entered into in the context of the Programme (if any); (v) the segregation of the Eligible Assets included in the Portfolio according to article 7–octies of the Securitisation and Covered Bond Law; (vi) the correct application and notification of the extension of the maturity of the OBG issued as required by Article 7–terdecies of the Securitisation and Covered Bond Law; (vii) the completeness, truthfulness and the timely delivery of the information provided to investors pursuant to Article 7–septiesdecies of the Securitisation and Covered Bond Law and the Bank of Italy Regulations.

The engagement letter reflects the provisions of the Bank of Italy Regulations in relation to the monitoring activity and the reports to be prepared and submitted by the Asset Monitor also to the Board of Statutory Auditors (*collegio sindacale*) of the Issuer.

The engagement letter provides for certain matters such as the payment of fees and expenses by the Issuer to the Asset Monitor and the resignation of the Asset Monitor.

The engagement letter is governed by Italian law.

Furthermore, on or about 5 August 2024, *inter alios*, the Issuer, the Test Calculation Agent, the Asset Monitor, the Guarantor and the Representative of the Covered Bondholders entered into the Asset Monitor Agreement, as

amended and supplemented from time to time, as more fully described under “*Description of the Programme Documents — Asset Monitor Agreement*”, below.

## OVERVIEW OF THE PROGRAMME DOCUMENTS

### Covered Bond Guarantee

On or about 5 August 2024, the Guarantor, the Issuer and the Representative of the Covered Bondholders entered into the Covered Bond Guarantee, as amended and supplemented from time to time, pursuant to which the Guarantor agreed to issue, for the benefit of the Covered Bondholders and the Other Issuer Creditors, a first demand, unconditional, irrevocable and autonomous guarantee to support payments of interest and principal under the Covered Bonds issued by the Issuer under the Programme and other payments due to the Other Issuer Creditors. Under the Covered Bond Guarantee the Guarantor has agreed to pay an amount equal to the Guaranteed Amounts when the same shall become due and payable but which would otherwise be unpaid by the Issuer. The obligations of the Guarantor under the Covered Bond Guarantee constitute direct and unconditional, unsubordinated and limited recourse obligations of the Guarantor, collateralised by the Cover Pool as provided under the Securitisation and Covered Bond Law and the Bank of Italy Regulations.

The Representative of the Covered Bondholders will enforce the Covered Bond Guarantee: (i) following (a) the occurrence of an Issuer Event of Default and subject to any applicable grace periods, by serving an Issuer Default Notice on the Issuer, the Guarantor or (b) the occurrence of a Resolution Event unless the Issuer has fulfilled its payment obligations under the Covered Bonds by the relevant payment date and (ii) following the occurrence of a Guarantor Event of Default and subject to any applicable grace periods, by serving a Guarantor Default Notice on the Guarantor.

Following the service of an Issuer Default Notice by the Representative of the Covered Bondholders, payment of the Guaranteed Amounts shall be made by the Guarantor on the dates scheduled and for the amounts determined in accordance with the Guarantee Priority of Payments.

Under the Covered Bond Guarantee, the parties have agreed that, should a resolution pursuant to article 74 of the Consolidated Banking Act be issued in respect of the Issuer, although such event constitutes an Issuer Event of Default, the consequences thereof will only apply during the Suspension Period. Following an Article 74 Event:

- (i) the Representative of the Covered Bondholders will serve an Issuer Default Notice on the Issuer and the Guarantor, specifying that an Article 74 Event has occurred and that such event may be temporary; and
- (ii) the Guarantor shall be responsible for the payments of the amounts due and payable under the Covered Bonds within the Suspension Period at their relevant due date *provided that* it shall be entitled to claim any such amounts from the Issuer.

The Suspension Period shall end upon delivery by the Representative of the Covered Bondholders to the Issuer, the Guarantor and the Asset Monitor of an Article 74 Event Cure Notice, informing such parties that the Article 74 Event has been revoked.

Upon the termination of the Suspension Period the Issuer shall again be responsible for meeting the payment obligations under the Covered Bonds.

Under the Covered Bond Guarantee, the parties thereto have also agreed that, upon enforcement of the Covered Bond Guarantee, the Guarantor shall be entitled to request from the Issuer — also prior to any payments are effected by the Guarantor under the Covered Bond Guarantee — an amount up to the Guaranteed Amounts, in order to secure the Issuer obligations to the subrogation right of the Guarantor. Any sum so received or recovered from the Issuer will be used to make payments in accordance with the Covered Bond Guarantee. The Guarantor shall no longer be entitled to request to the Issuer payment of such amounts if a Guarantor Default Notice is delivered by the Representative of the Covered Bondholders or the Covered Bonds have been otherwise

accelerated pursuant to the Conditions.

The service of a Guarantor Default Notice by the Representative of the Covered Bondholders will result in the acceleration of the right of the Covered Bondholders of each Series of Covered Bonds issued to receive payment of the Guaranteed Amounts and the Representative of the Covered Bondholders will demand the immediate payment by the Guarantor of all Guaranteed Amounts. Payments made by the Guarantor following the service of a Guarantor Event of Default shall be made *pari passu* and on a *pro-rata* basis to the Covered Bondholders of all outstanding Series of Covered Bonds, in accordance with the Post-Enforcement Priority of Payments.

Pursuant to the terms of the Covered Bond Guarantee, the recourse of the Covered Bondholders and the Other Issuer Creditors to the Guarantor under the Covered Bond Guarantee will be limited to the Guarantor Available Funds.

Furthermore, under the Covered Bond Guarantee, the parties have agreed that as of the date of administrative liquidation (*liquidazione coatta amministrativa*) of the Issuer or following the delivery of an Issuer Default Notice to the Issuer and the Guarantor, the Guarantor (or the Representative of the Covered Bondholders pursuant to the Intercreditor Agreement) shall exercise, on an exclusive basis and in compliance with the provisions of Article 7-*quaterdecies* of the Securitisation and Covered Bond Law, the rights of the Covered Bondholders against the Issuer and any amount recovered from the Issuer will be part of the Guarantor Available Funds, provided that, pursuant to article 7-*quaterdecies* of the Securitisation and Covered Bond Law, further to enforcement of the Guarantee, the Covered Bondholders shall participate to the final distribution of the Issuer's assets in respect of any residual amount due to them with any other unsecured creditor including – pursuant to article 7-*quaterdecies* of the Securitisation and Covered Bond Law – any derivative transaction counterparty.

To the extent that the Guarantor makes, or there is made on its behalf, a payment of any amount under the Covered Bond Guarantee, the Guarantor will be fully and automatically subrogated to the Covered Bondholders' and Other Issuer Creditors' rights against the Issuer pursuant to article 2900 *et seq.* of the Italian Civil Code.

#### *Governing law*

The Covered Bond Guarantee is governed by Italian law.

#### **Subordinated Loan Agreement**

On or about 1 August 2024, the Seller (in its capacity as Subordinated Lender) and the Guarantor entered into a Subordinated Loan Agreement, as amended and supplemented from time to time, in accordance with the Securitisation and Covered Bond Law under which the Seller granted or will grant to the Guarantor a term loan facility in an aggregate amount equal to the relevant Total Commitment, for the purposes of (i) funding the purchase by the Guarantor of Eligible Assets from the Seller pursuant to the terms of the Master Assets Purchase Agreement and the Cover Pool Management Agreement and (ii) crediting into the Reserve Fund Account an amount, or establishing a cash reserve, which will be sufficient in order to comply with the Liquidity Reserve Requirement.

Pursuant to the Subordinated Loan Agreement, the Subordinated Lender has acknowledged its undertakings (i) pursuant to the Cover Pool Management Agreement, to transfer further Eligible Assets to the Guarantor and to make available to the Guarantor further Term Loans in order to fund the purchase of such assets, (ii) pursuant to the Master Assets Purchase Agreement, to make available to the Guarantor further Term Loans in order to fund any settlement amounts of the purchase price of the Initial Portfolio or any New Portfolio which may be due by the Guarantor under the Master Assets Purchase Agreement, and (iii) pursuant to the Master Assets Purchase Agreement, to allow the Guarantor to credit into the Reserve Fund Account an amount, or establishing a cash reserve, which will be sufficient in order to comply with the Liquidity Reserve Requirement.

The obligation of the Seller (in its capacity as Subordinated Lender) to advance a Term Loan to the Guarantor under the Subordinated Loan Agreement will be off-set, if applicable, against the obligation of the Guarantor to pay to the Seller the purchase price for the Eligible Assets funded by means of the relevant Term Loan.

On each Guarantor Payment Date and subject to the Subordinated Lender having paid to the Guarantor any shortfall amount, the Guarantor will pay to the Subordinated Lender the amount of the Base Interest and the Premium Interest, if any, payable to such Subordinated Lender on the relevant Guarantor Payment Date in accordance with the applicable Priority of Payments and the terms of the Subordinated Loan Agreement.

Base Interest and Premium Interest, if any, payable in respect of a Term Loan shall be payable on each Guarantor Payment Date following the Drawdown Date (as defined under each Subordinated Loan Agreement) of that Term Loan, subject to the relevant Priority of Payments.

Prior to the delivery of an Issuer Default Notice, each Term Loan shall be repaid on each Guarantor Payment Date subject to the written request of the Subordinated Lender and the Issuer, according to the Pre-Issuer Event of Default Principal Priority of Payments and within the limits of the then Guarantor Available Funds, provided that such repayment does not result in a breach of any of the Tests.

Following the service of an Issuer Default Notice, the Term Loans shall be repaid within the limits of the Guarantor Available Funds subject to the repayment in full (or, prior to the service of a Guarantor Default Notice, the accumulation of funds sufficient for the purpose of such repayment) of all Covered Bonds.

Upon occurrence of an Issuer Event of Default, any amount payable by the Guarantor to the Subordinated Lender pursuant to the Subordinated Loan Agreement shall be considered automatically offset against the amounts due by the Subordinated Lender as a result of the enforcement of the Guarantee.

#### *Governing law*

The Subordinated Loan Agreement is governed by Italian law.

#### **Master Assets Purchase Agreement**

On or about 1 August 2024, the Seller and the Guarantor entered into the Master Assets Purchase Agreement, as amended and supplemented from time to time, pursuant to which the Seller will assign and transfer to the Guarantor, and the Guarantor will purchase, without recourse (*pro soluto*) from the Seller, an Initial Portfolio and New Portfolios of Eligible Assets that shall form part of the Cover Pool, in accordance with articles 4 and Title 1-*bis* of the Securitisation and Covered Bond Law and article 129, par. 1, lett. (d) of CRR (as amended and supplemented from time to time).

Under the Master Assets Purchase Agreement, upon satisfaction of certain conditions set out therein, the Seller (i) shall assign and transfer, without recourse (*pro soluto*), to the Guarantor and the Guarantor shall purchase, without recourse (*pro soluto*) from the Seller, New Portfolios which shall form part of the Cover Pool held by the Guarantor, if such transfer is required under the terms of the Cover Pool Management Agreement in order to ensure the compliance of the Cover Pool with the Tests, it being understood that, in accordance with the Securitisation and Covered Bond Law and the Bank of Italy Regulations, in case of violation of the Liquidity Reserve Requirement, the Seller will have the obligation to transfer, and the Guarantor to purchase, exclusively Liquidity Assets; and (ii) may transfer New Portfolios to the Guarantor, and the Guarantor shall purchase from the Seller such New Portfolios, in order to supplement the Cover Pool in connection with the issuance of further Series of Covered Bonds under the Programme in accordance with the Programme Agreement.

In addition to (i) and (ii) above, under the terms and subject to the conditions of the Master Assets Purchase Agreement, prior to the delivery to the Issuer and the Guarantor of an Issuer Default Notice, the Seller may transfer New Portfolios to the Guarantor, also for the purposes of ensuring the compliance of the Cover Pool

with the thresholds required under article 129, paragraph 1(a) of the CRR, which will fund the purchase price thereof through the principal collections then standing to the credit of the Collection Account.

The purchase price payable for the Initial Portfolio has been determined pursuant to the Master Assets Purchase Agreement. Under the Master Assets Purchase Agreement the relevant parties thereto have acknowledged that the purchase price for the Initial Portfolio shall be funded through the proceeds of the first Term Loan under the relevant Subordinated Loan Agreement. The purchase price for each New Portfolio will be equal to the aggregate amount of the Individual purchase price of all Receivables comprised in such New Portfolio pursuant to the provisions of the Master Assets Purchase Agreement.

In case the purchase price is paid with the principal collections then standing to the credit of the Collection Account and, upon the settlement procedure set out above, the Guarantor is required to pay amounts to the Seller in excess of the purchase price already paid, such amounts will be deducted from the amounts due to the Seller as repayment of the outstanding Term Loans and, to the extent no such amounts are available, through the proceeds of an appropriate Term Loan to be made available by the Seller as Subordinated Lender pursuant to the relevant Subordinated Loan Agreement.

The Seller has sold to the Guarantor, and the Guarantor has purchased from the Seller, the Receivables comprised in the Initial Portfolio, which meet the Common Criteria (as described in detail in the section headed "*Description of the Cover Pool*") and the relevant specific criteria (as described in detail under each relevant Master Assets Purchase Agreement). Receivables comprised in any New Portfolio to be transferred under the relevant Master Assets Purchase Agreement shall meet, in addition to the Common Criteria, the relevant specific criteria and/or any further criteria.

Pursuant to the Master Assets Purchase Agreement, prior to the occurrence of an Issuer Event of Default, the Seller will have the right to repurchase individual Receivables (including Defaulted Receivables) transferred to the Guarantor under the Master Assets Purchase Agreement.

After the service of an Issuer Default Notice, the Guarantor will, prior to disposing of the Eligible Assets or pursuant to the terms of the Cover Pool Management Agreement, offer to sell the Eligible Assets to the Seller at a price equal to the minimum purchase price of the relevant Eligible Assets as determined pursuant to the Cover Pool Management Agreement. If the Guarantor should subsequently propose to transfer such assets for a price lower than the minimum purchase price as determined pursuant to the Cover Pool Management Agreement, it shall again offer such assets to the Seller on the same terms and conditions offered by such third parties before entering into a transfer agreement with the latter.

#### *Governing law*

The Master Assets Purchase Agreement is governed by Italian law.

#### **Warranty and Indemnity Agreement**

On or about 1 August 2024, the Seller and the Guarantor entered into a Warranty and Indemnity Agreement, as amended and supplemented from time to time, pursuant to which the Seller has given certain representations and warranties in favour of the Guarantor in respect of, *inter alia*, itself, the Portfolio transferred and to be transferred by it pursuant to the Master Assets Purchase Agreement, the Real Estate Assets over which the relevant Mortgages are established and certain other matters in relation to the issue of the Covered Bonds and has agreed to indemnify the Guarantor in respect of certain liabilities of the Guarantor that may be incurred, *inter alia*, in connection with the purchase and ownership of the relevant Portfolio.

The Warranty and Indemnity Agreement contains representations and warranties given by the Seller as to matters of law and fact affecting the Seller including, without limitation, that the Seller validly exists as a legal

entity, has the corporate authority and power to enter into the Programme Documents to which it is party and assume the obligations contemplated therein and has all the necessary authorisations for such purpose.

The Warranty and Indemnity Agreement sets out certain representations and warranties in respect of the Portfolio to which it relates, including, *inter alia*, that, as of the date of execution of each Warranty and Indemnity Agreement, the Receivables comprised in the Initial Portfolio (i) are valid, in existence and in compliance with the criteria set forth under the Master Assets Purchase Agreement, and (ii) relate to Residential Mortgage Loan Agreements which have been entered into, executed and performed by the Seller in compliance with all applicable laws, rules and regulations.

Pursuant to the Warranty and Indemnity Agreement, the Seller has agreed to indemnify and hold harmless the Guarantor, its officers or agents or any of its permitted assigns from and against any and all damages, losses, claims, costs and expenses awarded against, or incurred by such parties which arise out of or result from, *inter alia*, any representation and warranty given by the Seller under or pursuant to the relevant Warranty and Indemnity Agreement being false, incomplete or incorrect.

#### *Governing law*

The Warranty and Indemnity Agreement is governed by Italian law.

#### **Servicing Agreement**

On or about 1 August 2024, the Servicer and the Guarantor entered into the Servicing Agreement, as amended and supplemented from time to time, pursuant to which the Guarantor has appointed Banca Sella S.p.A. as Servicer of the Receivables. The Servicer will act as the "*soggetto incaricato della riscossione dei crediti ceduti e dei servizi di cassa e di pagamento*" pursuant to the Securitisation and Covered Bond Law and will be responsible for the receipt of the Collections acting as agent (*mandatario con obbligo di rendiconto*) of the Guarantor. In such capacity, the Servicer shall also be responsible for ensuring that such operations comply with the provisions of articles 2, paragraph 3, letter (c), and 2, paragraphs 6 and 6-*bis* of the Securitisation and Covered Bond Law.

Pursuant to the Servicing Agreement the Servicer will transfer the interest and principal collections with respect to the Receivables to the Collection Account held with the Account Bank within the immediately following Business Day.

Under the Servicing Agreement the Servicer may delegate to third parties to carry out on behalf of the Guarantor and in accordance with the Servicing Agreement and the Credit and Collection Policy the management, administration, collection and recovery activities with respect to the Receivables transferred by the Seller to the Guarantor.

The Servicer has undertaken to deliver to the Guarantor, the Issuer, the Representative of the Covered Bondholders, the Guarantor Calculation Agent, the Test Calculation Agent, the Issuer Paying Agent, the Guarantor Paying Agent and the Corporate Servicer, the Monthly Servicer's Report prepared substantially in the form of Schedule 2, part I, of the Servicing Agreement or in the form as may be agreed between the parties thereto.

The Servicer has undertaken to deliver to, *inter alios*, the Guarantor, the Account Bank, the Representative of the Covered Bondholders, the Guarantor Calculation Agent, the Test Calculation Agent, the Asset Monitor, the Issuer Paying Agent, the Corporate Servicer and the Rating Agency, the Quarterly Servicer's Report prepared substantially in the form of Schedule 2, part II, of the Servicing Agreement or in the form as may be agreed between the parties thereto.

The Servicer has represented to the Guarantor that it has all skills, software, hardware, information technology



and human resources necessary to comply with the efficiency standards required by the Servicing Agreement in relation to the respective responsibilities.

The Guarantor may terminate the Servicer's appointment and appoint a successor servicer or service provider if certain events occur (each, a "**Servicer Termination Event**"): namely:

- (i) failure (not attributable to *force majeure*) to deposit or pay any amount required to be paid or deposited which failure continues for a period of 5 Business Days following receipt of a written notice from the Guarantor requiring the relevant amount to be paid or deposited;
- (ii) failure to observe or perform duties under specified clauses of the Servicing Agreement and the continuation of such failure for a period of 10 Business Days following receipt of written notice from the Guarantor;
- (iii) an Insolvency Event occurs with respect to the Servicer;
- (iv) it becomes unlawful for the Servicer to perform or comply with any of its obligations under the Servicing Agreement;
- (v) the 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 covered bonds transaction.

#### *Governing law*

The Servicing Agreement is governed by Italian law.

#### **Programme Agreement**

For a description of the Programme Agreement, see "*Subscription and Sale*".

#### **Intercreditor Agreement**

On or about 5 August 2024, the Guarantor and the Other Creditors entered into the Intercreditor Agreement, as amended and supplemented from time to time. Under the Intercreditor Agreement provision is made as to the application of the proceeds from Collections in respect of the Cover Pool and as to the circumstances in which the Representative of the Covered Bondholders will be entitled, in the interest of the Covered Bondholders, to exercise certain of the Guarantor's rights in respect of the Cover Pool and the Programme Documents.

In the Intercreditor Agreement the Other Creditors have agreed, *inter alia*: to the order of priority of payments to be made out of the Guarantor Available Funds; that the obligations owed by the Guarantor to the Covered Bondholders and, in general, to the Other Creditors are limited recourse obligations of the Guarantor; and that the Covered Bondholders and the Other Creditors have a claim against the Guarantor only to the extent of the Guarantor Available Funds.

Under the terms of the Intercreditor Agreement, the Guarantor has undertaken, following the service of a Guarantor Default Notice, to comply with all directions of the Representative of the Covered Bondholders, acting pursuant to the Conditions, in relation to the management and administration of the Cover Pool.

#### *Governing law*

The Intercreditor Agreement is governed by Italian law.

#### **Asset Monitor Agreement**

On or about 5 August 2024, the Issuer, the Guarantor, the Asset Monitor, the Test Calculation Agent and the Representative of the Covered Bondholders entered into the Asset Monitor Agreement, whereby each of the

Issuer and the Guarantor has appointed the Asset Monitor to perform the services set out therein — please see "*The Asset Monitor*" below.

The appointment by the Guarantor will become effective only subject to, and with effect from, the delivery of an Issuer Default Notice, *provided that*, in case the Issuer Event of Default consists of an Article 74 Event, the Asset Monitor will provide the services to the Guarantor up to the date on which the Representative of the Covered Bondholder will have delivered an Article 74 Event Cure Notice.

Pursuant to the Asset Monitor Agreement, the Asset Monitor has agreed to the Issuer and, upon delivery of an Issuer Default Notice, to the Guarantor, to verify, subject to due receipt of the information to be provided by the Test Calculation Agent to the Asset Monitor, the arithmetic accuracy of the calculations performed by the Test Calculation Agent in relation to the Statutory Tests, the Asset Coverage Test, the Amortisation Test and the Liquidity Reserve Requirement carried out pursuant to the Cover Pool Management Agreement, with a view to confirming whether such calculations are accurate.

In the Asset Monitor Agreement, the Asset Monitor has acknowledged to perform its services also for the benefit and in the interests of the Guarantor (to the extent it will carry out the services under the appointment of the Issuer) and the Covered Bondholders and accepted that upon delivery of an Issuer Default Notice, it will receive instructions from, provide its services to, and be liable *vis-à-vis* the Guarantor or the Representative of the Covered Bondholders on its behalf, so that the delivery of an Issuer Default Notice shall entail no termination of the Asset Monitor Agreement.

In addition, on or prior to each relevant date as set out in the Asset Monitor Agreement, the Asset Monitor has undertaken to deliver to the Guarantor, the Test Calculation Agent, the Guarantor Calculation Agent, the Representative of the Covered Bondholders, the Servicer and the Issuer the Asset Monitor Report (as defined under the Asset Monitor Agreement).

The Issuer or the Guarantor (as the case may be) may, until the occurrence of an Issuer Event of Default without any prior approval of the Representative of the Covered Bondholders and following the occurrence of an Issuer Event of Default with the prior approval of the Representative of the Covered Bondholders, revoke the appointment of the Asset Monitor, in either case by giving not less than three months' (or earlier, in the event of a breach of warranties and covenants) written notice to the Asset Monitor (with a copy to the Issuer or the Guarantor (as the case may be) and Representative of the Covered Bondholders and the Test Calculation Agent). The Asset Monitor may resign from its appointment under the Asset Monitor Agreement, upon giving not less than three months' (or such shorter period as the Representative of the Covered Bondholders may agree) prior written notice of termination to the Issuer, the Guarantor, the Test Calculation Agent and the Representative of the Covered Bondholders subject to and conditional upon certain conditions set out in the Asset Monitor Agreement.

#### *Governing law*

The Asset Monitor Agreement is governed by Italian law.

#### **Cash Allocation, Management and Payments Agreement**

On or about 5 August 2024, the Guarantor, the Issuer, the Seller, the Servicer, the Account Bank, the Guarantor Calculation Agent, the Test Calculation Agent, the Issuer Paying Agent, the Guarantor Paying Agent, the Cash Manager, the Corporate Servicer and the Representative of the Covered Bondholders entered into the Cash Allocation, Management and Payments Agreement, as amended and supplemented from time to time.

Under the terms of the Cash Allocation, Management and Payments Agreement:

- (i) the Account Bank has agreed to establish and maintain, in the name and on behalf of the Guarantor, the

Collection Account, the Reserve Fund Account, the Expenses Account and the Guarantor Payments Account and to provide the Guarantor with certain reporting services together with account handling services in relation to monies from time to time standing to the credit of such Accounts pursuant to the terms of the Cash Allocation, Management and Payments Agreement;

- (ii) the Back-up Account Bank has agreed to establish and maintain, in the name and on behalf of the Guarantor, the Back-up Collection Account, the Back-up Reserve Fund Account, the Back-up Expenses Account and the Back-up Guarantor Payments Account and to provide the Guarantor with certain reporting services together with account handling services in relation to monies from time to time standing to the credit of such Accounts pursuant to the terms of the Cash Allocation, Management and Payments Agreement;
- (iii) the Guarantor Paying Agent or the Issuer Paying Agent, as the case may be, has agreed to provide the Guarantor with certain payment services together with certain calculation services pursuant to the terms of the Cash Allocation, Management and Payments Agreement;
- (iv) the Guarantor Calculation Agent has agreed to provide the Guarantor with calculation services; and
- (v) the Cash Manager has agreed to provide the Guarantor with investment services;
- (vi) the Back-up Servicer Facilitator has agreed to cooperate in case of a downgrade of the rating of Banca Sella S.p.A. as Servicer.

From the date in which, among other things, Banca Sella S.p.A. ceases to be an Eligible Institution, the Account Bank shall give notice to the Guarantor, the Representative of the Covered Bondholders and the Rating Agency. Upon such notice, the Back-up Account Bank shall act as Account Bank under the Programme.

From the date in which the Counterparty Risk Assessment of Banca Sella S.p.A. falls below the PA Rating, the Guarantor Paying Agent shall give notice of the events above to the Guarantor, the Representative of the Covered Bondholders and to the Rating Agency and procure all assistance so that, within 10 (ten) calendar days, the Back-up Guarantor Paying Agent assumes the role of Guarantor Paying Agent.

In case the rating of Banca Sella S.p.A. as Servicer has been downgraded according to the Intercreditor Agreement, the Back-up Servicer Facilitator undertakes to provide the Guarantor with such assistance and cooperation as the Guarantor will require in order to select and appoint a Back-up Servicer.

The Guarantor may (with the prior approval of the Representative of the Covered Bondholders) revoke the appointment of any Agent under the Cash Allocation, Management and Payments Agreement by giving not less than three months' (or earlier, in the event of a breach of warranties and covenants by the relevant Agent) written notice to the relevant Agent (with a copy to the Representative of the Covered Bondholders), regardless of whether an Issuer Event of Default or a Guarantor Event of Default has occurred. Any Agent may resign from its appointment under the Cash Allocation, Management and Payments Agreement, upon giving not less than three months' (or such shorter period as the Representative of the Covered Bondholders may agree) prior written notice of termination to the Guarantor and the Representative of the Covered Bondholders and the Issuer subject to and conditional upon certain conditions set out in the Cash Allocation, Management and Payments Agreement.

#### *Governing law*

The Cash Allocation, Management and Payments Agreement is governed by Italian law.

#### **Cover Pool Management Agreement**

On or about 5 August 2024, the Issuer, the Guarantor, the Asset Monitor, the Guarantor Calculation Agent, the

Test Calculation Agent, the Seller and the Representative of the Covered Bondholders entered into the Cover Pool Management Agreement, as amended and supplemented from time to time, pursuant to which they have agreed certain terms regulating, *inter alia*, the performance of the Tests with respect to the Cover Pool and the purchase and sale by the Guarantor of assets included in the Cover Pool.

Under the Cover Pool Management Agreement, starting from the Issue Date of the first Series of Covered Bonds and until the date on which all Series of Covered Bonds issued in the context of the Programme have been cancelled or redeemed in full in accordance with their Final Terms, the Seller has undertaken to procure that on any Test Calculation Date each of the Statutory Tests, the Liquidity Reserve Requirement and the Asset Coverage Test is met with respect to the Cover Pool. In addition, on each Test Calculation Date following the service of an Issuer Default Notice (and on any date on which the Amortisation Test is to be performed) (provided that, in case the Issuer Event of Default consists of an Article 74 Event, the Representative of the Covered Bondholders has not delivered an Article 74 Event Cure Notice), but prior to service of a Guarantor Default Notice, the Test Calculation Agent shall verify that the Amortisation Test is met with respect to the Cover Pool.

The Test Calculation Agent shall verify if each of the Statutory Tests, the Liquidity Reserve Requirement and the Asset Coverage Test is met on each Test Calculation Date and, to the extent that on any such Test Calculation Date any of the Statutory Tests and Asset Coverage Test was breached, on any following Monthly Calculation Date until the end of the relevant Test Grace Period. Pursuant to the Cover Pool Management Agreement, the "*Attività Finanziarie Deteriorate*" are not considered for the calculation of the Statutory Tests.

The Test Calculation Agent has agreed to prepare and deliver to Issuer, the Seller, the Guarantor, the Guarantor Calculation Agent, the Representative of the Covered Bondholders and the Asset Monitor, not later than the Test Calculation Date a report setting out the calculations carried out by it in respect to the Statutory Tests, the Asset Coverage Test and the Liquidity Reserve Requirement and (to the extent carried out pursuant to Clause 3.1 (*General undertaking to ensure Amortisation Test is met*) of the Cover Pool Management Agreement) the Amortisation Test (the "**Test Performance Report**"), it being understood that the Test Performance Report shall be provided no later than the Monthly Test Calculation Date in case of occurrence of any event described under Clauses 4.2 and 4.5 of the Asset Monitor Agreement. Such Test Performance Report shall specify the occurrence of a breach of the Statutory Tests and/or the Liquidity Reserve Requirement and/or the Asset Coverage Test and/or the Amortisation Test and the Portfolio with respect to which a shortfall has occurred, identified on the basis of the Seller which transferred it to the Guarantor.

The Test Calculation Agent shall verify each Test on each Test Calculation Date and, to the extent that on any such Test Calculation Date the Asset Coverage Test was breached, on any following Monthly Calculation Date until the end of the relevant Test Grace Period.

If the Test Calculation Agent notifies the breach of any Test in accordance with Clause 4.2 (*Breach of Tests*) of the Cover Pool Management Agreement, during the period starting on the date on which the breach is notified by the Test Calculation Agent and ending on the 1<sup>st</sup> (first) following Test Calculation Date (the "**Test Grace Period**"), (i) the Guarantor will purchase Eligible Assets, to be transferred by the Issuer in an aggregate amount sufficient to ensure, also taking into account the information provided by the Test Calculation Agent in the Test Performance Report notifying the relevant breach, that as of the Test Calculation Date falling at the end of the Test Grace Period, all Tests are satisfied with respect to the Cover Pool provided that, in accordance with Clause 4.5 of the Cover Pool Management Agreement, failure to remedy the Statutory Tests and/or the Asset Coverage Test will trigger an Issuer Event of Default only to the extent that on the end of the relevant Test Grace Period, the relevant breach has not been remedied in accordance with Clause 4.3 (*Grace Period and Remedy of Tests*) of the Cover Pool Management Agreement during the applicable Test Grace Period, or (ii) the Issuer may, but

shall not be obliged to, transfer to the Guarantor New Portfolio(s) of Eligible Assets in order to cure such excess or alternatively, the Issuer may repurchase Liquidity Assets to comply with such limits; in the meantime, the the Eligible Assets other than Mortgage Loans in excess of the limits set out in Article 129, paragraph 1(a) of the CRR, will not be computed for the purpose of the Tests.

At any time prior to the delivery of an Issuer Default Notice, the aggregate amount of Eligible Assets which are in compliance with Article 7–*duodecies*, paragraph 2, letter (b), of the Securitisation and Covered Bond Law (the “**Liquidity Assets**”) included in the Cover Pool may not be in excess of the threshold set out under Article 129, paragraph 1(a), of the CRR. Should the result from any Test Performance Report show that the aggregate amount of Eligible Assets other than Mortgage Loans included in the Cover Pool is in excess of the thresholds set out under Article 129, paragraph 1(a), of the CRR, then the Seller may, but shall not be obliged to, transfer to the Guarantor New Portfolio(s) of Eligible Assets in order to cure such excess or alternatively, the Seller may repurchase Liquidity Assets to comply with such thresholds. In the meantime, the Eligible Assets other than Mortgage Loans in excess of the limits set out in Article 129, paragraph 1(a), of the CRR will not be computed for the purpose of the Tests, it being understood that any such breach of the amount of Liquidity Assets included in the Cover Pool shall constitute neither an Issuer Event of Default nor a Guarantor Event of Default.

For the purpose of allowing the Guarantor to fund the purchases referred to the Issuer, in its capacity as Subordinated Lender, has undertaken to advance to the Guarantor a Term Loan in accordance with the relevant Subordinated Loan Agreement in an amount equal to the purchase price to be paid by the Guarantor for the Eligible Assets to be transferred by the Issuer. For the avoidance of doubt, the Issuer acknowledges and agrees that the Total Commitment amount set out from time to time under the Subordinated Loan Agreement shall under no circumstances be construed as a limitation with respect to the Issuer's obligations to advance the Term Loans due to the Guarantor in order to fund the purchase price for the relevant Eligible Assets or to comply with the Liquidity Reserve Requirement.

Following the notification by the Test Calculation Agent that:

- (a) on a given Test Calculation Date, the Statutory Tests and/or of the Asset Coverage Test and/or the Amortisation Test have been breached; and
- (b) after the end of the relevant Test Grace Period, the relevant breach has not been remedied in accordance with Clause 4.3 (*Grace Period and Remedy of Tests*) of the Cover Pool Management Agreement during the applicable Test Grace Period,

then the Representative of the Covered Bondholders will deliver, as the case may be:

- (i) an Issuer Default Notice to the Issuer and the Guarantor; or
- (ii) a Guarantor Default Notice on the Guarantor, if an Issuer Default Notice has already been served (provided that, should such Issuer Default Notice consist of an Article 74 Event, it has not served an Article 74 Event Cure Notice) and the Amortisation Test is breached.

Upon receipt of an Issuer Default Notice or a Guarantor Default Notice, the Guarantor shall dispose of the assets included in the Cover Pool. The Issuer will not issue further Series of Covered Bonds following the breach of the Statutory Test and/or the Asset Coverage Test and/or the Amortisation Test and/or the Liquidity Reserve Requirement (in this case, to the extent such breach constitutes an Issuer Event of Default) which have not been cured or otherwise remedied.

After the service of an Issuer Default Notice on the Issuer and the Guarantor, but prior to the service of a Guarantor Default Notice, the Guarantor (also through the Servicer, pursuant to article 2.5.2 of the Servicing Agreement) will sell, refinance or otherwise liquidate the Eligible Assets included in the Cover Pool in accordance

with this Clause 5, subject to the rights of pre-emption in favour of the Issuer to buy such Eligible Assets pursuant to the Master Assets Purchase Agreement, provided that, in case of the Issuer Event of Default consists of an Article 74 Event, such provisions will only apply for as long as the Representative of the Covered Bondholders will have delivered an Article 74 Event Cure Notice.

The Eligible Assets to be sold or liquidated will be selected from the Cover Pool on a random basis by the Servicer on behalf of the Guarantor and so to ensure that the ratio between the aggregate Outstanding Principal Balance of the Cover Pool and the Outstanding Principal Amount of all Series of Covered Bonds remains unaltered both prior to and following the sale or liquidation of the relevant Selected Assets and repayment of the Earliest Maturing Covered Bonds (any such Eligible Assets, the "**Selected Assets**").

Before offering Selected Assets for sale or liquidating them, the Guarantor shall ensure that the Selected Assets have an aggregate Outstanding Principal Balance which is as close as possible to:

- (a) the Outstanding Principal Amount in respect of the Earliest Maturing Covered Bonds, multiplied by  $1 + (\text{Negative Carry Factor} \times (\text{days to maturity of the relevant Series of Covered Bonds} / 365))$ ; *minus*
- (b) amounts standing to the credit of the Collection Account, the Payments Account and the Reserve Fund Account or other reserve created pursuant to the Subordinated Loan Agreement to comply with the Liquidity Reserve Requirement; *minus*
- (c) the principal amount of any Eligible Assets consisting of deposits,

excluding, with respect to items (b) and (c) above, all amounts to be applied on the next following Guarantor Payment Date to repay higher ranking amounts in the applicable Priority of Payments (the "**Required Outstanding Principal Balance**").

The Guarantor through the Portfolio Manager will offer the Selected Assets for sale or liquidate them for the best price or proceeds reasonably available but in any event for an amount not less than the Required Outstanding Principal Balance (the "**Required Outstanding Principal Balance Amount**").

If the Selected Assets have not been sold or otherwise liquidated in an amount equal to the Required Outstanding Principal Balance Amount by the date which is six months prior to, as applicable, the Maturity Date (if the relevant Series of Covered Bonds is not subject to an Extended Maturity Date) or the Extended Maturity Date (if the relevant Series of Covered Bonds is subject to an Extended Maturity Date) of the Earliest Maturing Covered Bonds, and the Guarantor does not have sufficient other funds standing to the credit of the Collection Account, the Guarantor Payments Account and the Reserve Fund Account available to repay the Earliest Maturing Covered Bonds (after taking into account all payments, provisions and credits to be made in priority thereto), then the Guarantor through the Portfolio Manager will offer the Selected Assets for sale or liquidate them for the best price reasonably available notwithstanding that such price may be less than the Required Outstanding Principal Balance Amount and provided that the Guarantor will sell or liquidate further Selected Assets as are necessary to generate proceeds at least equal to the Required Outstanding Principal Balance Amount.

The Guarantor may offer for sale or otherwise liquidate part of any portfolio of Selected Assets (a "**Partial Portfolio**"). Except in circumstances described under the Cover Pool Management Agreement, the sale price or liquidation proceeds of the Partial Portfolio (as a proportion of the Required Outstanding Principal Balance Amount) shall be at least equal to the proportion that the Partial Portfolio bears to the relevant portfolio of Selected Assets.

Upon the service of an Issuer Event of Default on the Issuer and the Guarantor, the Guarantor will through a tender process (to be carried out by the Representative of the Covered Bondholders (acting on the basis of the instructions of the Covered Bondholders) on behalf of the Guarantor) appoint a portfolio manager (the "**Portfolio**"),

**Manager**") of recognised standing on a basis intended to incentivise the Portfolio Manager to achieve the best proceeds for the sale or liquidation of the Selected Assets (if such terms are commercially available in the market) and to advise it in relation to the sale to purchasers (except where the Issuer is buying the Selected Assets in accordance with its right of pre-emption under the Master Assets Purchase Agreement) or liquidation of the Selected Assets. The terms of the agreement giving effect to the appointment of the Portfolio Manager in accordance with such tender, as well as the terms and conditions of the sale of the Selected Assets, shall be approved by the Representative of the Covered Bondholders, provided however that the Representative of the Covered Bondholders shall never be responsible against any person whatsoever for the selection of, and the performance of the activities entrusted with, the Portfolio Manager so appointed.

Following the delivery of an Issuer Default Notice consisting of an Article 74 Event, the obligation of the Guarantor to sell or liquidate Selected Assets, as described above, shall cease to apply starting from the date on which the Representative of the Covered Bondholders delivers to the Issuer, the Seller, the Guarantor and the Asset Monitor an Article 74 Event Cure Notice in accordance with the provisions of the Covered Bond Guarantee.

Following the delivery by the Representative of the Covered Bondholders of a Guarantor Default Notice, the Guarantor shall immediately sell or liquidate all assets included in the Cover Pool in accordance with the procedures described above and the proceeds thereof will be applied as Guarantor Available Funds, *provided that* the Guarantor (or, in the absence, the Representative of the Covered Bondholders) will instruct the Portfolio Manager to use all reasonable endeavours to procure that such sale or liquidation is carried out as quickly as reasonably practicable taking into account the market conditions at that time.

#### *Governing law*

The Cover Pool Management Agreement is governed by Italian law.

### **The Swap Agreements**

#### **Liability Swap Agreements**

The Guarantor may enter into one or more Liability Swap Agreements on or about the Issue Date of a Series of Covered Bonds with one or more Liability Swap Providers to hedge certain interest rate, currency and other risks in respect of amounts payable by the Guarantor in respect of the Series of Covered Bonds issued on that Issue Date. The aggregate notional amount of the Liability Swap Agreements entered into on each Issue Date shall be linked to the Outstanding Principal Amount of the relevant Series of Covered Bonds.

Under the Liability Swap Agreements, on each Guarantor Payment Date, it is expected that the Guarantor will pay to the Liability Swap Provider an amount calculated by reference to the notional amount of the relevant Series of Covered Bonds multiplied by either a fixed rate or Euribor, possibly increased by a margin. In return, the Liability Swap Provider would pay to the Guarantor on the payment dates elected in the relevant confirmation an amount calculated by reference to the notional amount multiplied by a rate linked to the interest rate applicable to the relevant Series of Covered Bonds.

It is intended that each Liability Swap Agreement would terminate on the date corresponding to the Maturity Date of the Covered Bonds of the relevant Series and may or may not take account of any extension of the Maturity Date under the terms of such Series of Covered Bonds as specified in the relevant Liability Swap Agreement.

#### **Asset Swap Agreements**

Some of the Residential Mortgage Loans in the portfolio purchased by the Guarantor from each Seller from time to time will pay a variable rate of interest and other Residential Mortgage Loans will pay a fixed rate of interest.

The Guarantor may enter into an Asset Swap Agreement to mitigate variations between the rate of interest payable on the Residential Mortgage Loans in the Portfolio and EURIBOR and to ensure sufficient funding of the payment obligations of the Guarantor.

### **Rating Downgrade Event**

Under the terms of each Swap Agreement, in the event that the rating(s) of a Swap Provider or its credit support provider are downgraded by the Rating Agency below the rating(s) specified in the relevant Swap Agreement (in accordance with the criteria of the Rating Agency), then such Swap Provider will, in accordance with the relevant Swap Agreement, be required to take certain remedial measures which may include:

- (a) providing collateral for its obligations under the Swap Agreement, or
- (b) arranging for its obligations under the relevant Swap Agreement to be transferred to an entity with the ratings required by the Rating Agency in order to maintain the rating of the Covered Bonds, or
- (c) procuring another entity, with the ratings meeting the Rating Agency's criteria in order to maintain the rating of the Covered Bonds, to become a guarantor in respect of such Swap Provider's obligations under the Swap Agreement.

A failure by the relevant Swap Provider to take such steps within the time periods specified in the Swap Agreement may allow the Guarantor to terminate the relevant Swap Agreement(s).

Any Swap Provider that does not, on the day of entry into a Swap Agreement, have the adequate rating shall have its obligations to the Guarantor under such Swap Agreement guaranteed by an appropriately rated entity.

### ***Swap Agreement Credit Support Document***

Each Swap Agreement will be supplemented and complemented by a credit support document in the form of the ISDA 1995 Credit Support Annex (Transfer English Law) to the ISDA Master Agreement (a "**Credit Support Annex**"). The Credit Support Annex will provide that the relevant Swap Provider, if required to do so following its downgrade or the downgrade of its credit support provider and subject to the conditions specified in such Credit Support Annex, will transfer collateral ("**Swap Collateral**"), and the Guarantor will be obliged to return equivalent collateral in accordance with the terms of the Swap Agreement.

Cash and securities (and all income in respect thereof) transferred as collateral will only be available to be applied in returning collateral (and income thereon) or in satisfaction of amounts owing by the relevant Swap Provider in accordance with the terms and within the limits of the Swap Agreement.

Any Swap Collateral will be returned by the Guarantor to the relevant Swap Provider directly in accordance with the terms of the Swap Agreement and not under any Priority of Payments.

### ***Governing law***

The Swap Agreements and any non-contractual obligations arising out or connected with them will be governed by English Law.

### **Mandate Agreement**

On or about 5 August 2024, the Guarantor and the Representative of the Covered Bondholders entered into a mandate agreement (as amended and supplemented from time to time, the "**Mandate Agreement**"), pursuant to which the Representative of the Covered Bondholders shall be authorised, subject to a Guarantor Default Notice being delivered to the Guarantor or upon failure by the Guarantor to exercise its rights under the Programme Documents and, subject to certain conditions, to exercise, in the name and on behalf of the Guarantor, in the interest of the Covered Bondholders and for the benefit of the Other Creditors all the Guarantor's right with reference to certain Programme Documents.



### *Governing law*

The Mandate Agreement is governed by Italian law.

### **Deed of Pledge**

On or about 5 August 2024, the Guarantor, the Representative of the Covered Bondholders and the Other Creditors entered into the Deed of Pledge, as amended and supplemented from time to time, under which, without prejudice and in addition to any security, guarantee and other right provided by the Securitisation and Covered Bond Law and the Deed of Charge (if any), securing the discharge of the Guarantor's obligations to the Covered Bondholders and the Other Creditors, the Guarantor has pledged in favour of the Covered Bondholders and the Other Creditors all monetary claims and rights and all the amount arising (including payment for claims, indemnities, damages, penalties, credits and guarantees) to which the Guarantor is or will be entitled to from time to time pursuant to certain Programme Documents, with the exclusion of the Cover Pool and the Collections. The security created pursuant to the Deed of Pledge will become enforceable upon the service of a Guarantor Default Notice.

### *Governing law*

The Deed of Pledge is governed by Italian law.

### **Corporate Services Agreement**

On or about 1 August 2024, the Corporate Servicer and the Guarantor have entered into a corporate services agreement with the Corporate Servicer (as amended and supplemented from time to time, the "**Corporate Services Agreement**"), pursuant to which the Corporate Servicer has agreed to provide certain corporate and administrative services to the Guarantor

### *Governing law*

The Corporate Services Agreement is governed by Italian law.

### **Quotaholders' Agreement**

For a description of the Quotaholders' Agreement, see "*The Guarantor*".

## CREDIT STRUCTURE

The Covered Bonds will be direct, unsecured, unconditional obligations of the Issuer. The Guarantor has no obligation to pay the Guaranteed Amounts under the Covered Bond Guarantee until the occurrence of an Issuer Event of Default, service by the Representative of the Covered Bondholders of an Issuer Default Notice on the Issuer, the Guarantor or, if earlier, following the occurrence of a Guarantor Event of Default, service by the Representative of the Covered Bondholders of a Guarantor Default Notice on the Guarantor.

There are a number of features of the Programme which enhance the likelihood of timely and, as applicable, ultimate payments to Covered Bondholders, as follows:

- the Covered Bond Guarantee provides credit support to the Issuer;
- the Statutory Tests and the Asset Coverage Test are periodically performed with the intention of ensuring that the Cover Pool is at all times sufficient to repay the Covered Bonds;
- the Liquidity Reserve Requirement is periodically performed with the intention of ensuring that the Liquidity Reserve is in an amount equal to or greater than the maximum cumulative Net Liquidity Outflow expected in the next following 180 days;
- the Amortisation Test is periodically performed, following the occurrence of an Issuer Event of Default and service of an Issuer Default Notice on the Issuer and the Guarantor, for the purpose of testing the asset coverage of the Guarantor's assets in respect of the Covered Bonds;
- a Reserve Fund Account will be established which will build up over time, in order to ensure that the Guarantor will have sufficient funds set aside to fulfil its obligation to pay interest accruing with respect to the Covered Bonds or the Liability Swap Agreements; and
- the swap agreements may be entered into in order to hedge certain interest rate, currency or other risks, in respect of amounts received and amounts payable by the Guarantor.

Certain of these factors are considered more fully in the remainder of this section.

### **Guarantee**

The Covered Bond Guarantee provided by the Guarantor guarantees payment of Guaranteed Amounts when they become due for payment in respect of all Covered Bonds issued under the Programme.

See "*Overview of the Programme Documents — Covered Bond Guarantee*" above, as regards the terms of the Covered Bond Guarantee. See "*Cashflows — Guarantee Priority of Payments*" further, as regards the payment of amounts payable by the Guarantor to Covered Bondholders and the Other Issuer Creditors following the occurrence of an Issuer Event of Default.

### **Compliance with the Tests**

Under the terms of the Cover Pool Management Agreement, the Issuer must ensure that, on each Test Calculation Date prior to service of an Issuer Default Notice, the Cover Pool is in compliance with the Tests described below. If on any Test Calculation Date the Cover Pool is not in compliance with the Tests, then the Seller will sell Eligible Assets to the Guarantor for an amount sufficient to allow the Tests to be met on the next following Test Calculation Date, in accordance with the Master Assets Purchase Agreement and the Cover Pool Management Agreement, to be financed through the proceeds of the Subordinated Loan to be granted by the Issuer.

### **Statutory Tests and Liquidity Reserve Requirement**

The Statutory Tests and the Liquidity Reserve Requirement are intended to ensure that the Guarantor can meet

its obligations under the Covered Bond Guarantee. In order to ensure that the statutory tests provided for under Article 7-*undecies* of the Securitisation and Covered Bond Law and under the Bank of Italy Regulations (the "**Statutory Tests**") are satisfied and that the Cover Pool is at all times sufficient to repay the Covered Bonds, the Seller must ensure that the three tests set out below are satisfied on a continuous basis. In order to ensure that the requirement provided for under Article 7-*duodecies* of the Securitisation and Covered Bond Law and under the Bank of Italy Regulations (the "**Liquidity Reserve Requirement**") is satisfied, the Seller must ensure that the requirement set out below is satisfied on a continuous basis.

#### ***Nominal Value Test***

The outstanding aggregate principal balance of the Eligible Cover Pool from time to time owned by the Guarantor (for the avoidance of doubts, this amount includes the aggregate amounts standing to the credit of the Collection Account, the Reserve Fund Account or other reserve created pursuant to the Subordinated Loan Agreement to comply with the Liquidity Reserve Requirement and the Guarantor Payments Account (in relation to the principal component only)) up to the end of the immediately preceding Calculation Period which have not been applied in accordance with the relevant Priority of Payments shall be at least equal to, or higher than, the Euro Equivalent amount of the aggregate principal notional amount of all Covered Bonds at the same time outstanding (the "**Nominal Value Test**").

In addition to the above, the Test Calculation Agent shall verify on each Test Calculation Date that, in accordance with Article 7-*undecies* of the Securitisation and Covered Bond Law, the overcollateralization of the Cover Pool complies with the Article 129, paragraph 3a., of the CRR.

#### ***Net Present Value Test***

The Issuer and the Seller must ensure, and the Test Calculation Agent shall verify, on each Test Calculation Date, that the Net Present Value Test is met with respect to the Cover Pool.

The Net Present Value of the Eligible Cover Pool shall be at least equal to, or higher than, the Net Present Value of the Euro Equivalent amount of the outstanding Covered Bonds (the "**NPV Test**") where:

"**Net Present Value of the Eligible Cover Pool**" means on each Test Calculation Date, an amount equal to the algebraic sum of:

- (i) the product of
  - (A) the applicable Discount Factor; and
  - (B) the expected future principal and future interest payments to be received by the Guarantor under or in respect of the Eligible Cover Pool (it being understood that such future principal and interest payments in respect of any Residential Mortgage Loan for which the LTV exceeds the percentage limit set forth under article 129, paragraph 1, letter (d) of the CRR will be considered up to an amount that, taking into account the Latest Valuation relating to that Residential Mortgage Loan, allows compliance with such percentage limit); *plus*
- (ii) the product of
  - (a) the applicable Discount Factor; and
  - (b) the expected payments to be made or received by the Guarantor under or in respect of any Eligible Swap Agreement; *minus*
- (iii) the product of
  - (1) the applicable Discount Factor; and

- (2) any amount expected to be paid by the Guarantor in priority to any Eligible Swap Agreement, in accordance with the relevant Priorities of Payments, as well as, pursuant to article 7-*undecies* of the Securitisation and Covered Bond Law, all other operational costs to be sustained by the Guarantor including perspective the maintenance and the management costs due in case of liquidation of the Programme (to be calculated as per Schedule 3 to the Cover Pool Management Agreement); *plus*
- (iv) any principal payment actually received by the Guarantor in respect of the Receivables and not yet applied under the relevant Priority of Payments;

“**Net Present Value of the Covered Bonds**” means on each Test Calculation Date, an amount equal to the product of (i) the applicable Discount Factor and (ii) the expected principal and interest payments due in respect of the outstanding Series of Covered Bonds issued under the Programme;

“**Discount Factor**” means the discount rate determined by the Test Calculation Agent on each Test Calculation Date, as notified to the Issuer, the Asset Monitor and the Representative of the Covered Bondholders.

***Interest Coverage Test***

The Net Interest Collections from the Eligible Cover Pool shall be at least equal to, or higher than, the interest payments scheduled to be due in respect of all the Outstanding Principal balance of all the Covered Bonds (the “**Interest Coverage Test**”), where:

“**Net Interest Collections from the Eligible Cover Pool**” means, on each Test Calculation Date, an amount equal to the positive difference between (provided that such calculation shall be performed on the basis of prudent criteria to be coherent with the applicable accounting principles in accordance with article 7-*undecies*, paragraph 2, letter d), of the Securitisation and Covered Bond Law):

- (i) the sum of
  - (A) interest payments received, or expected to be received, by the Guarantor under or in respect of the Eligible Cover Pool in each and all respective Calculation Periods (including, for the avoidance of doubt, any amount of interest to be realised from the investment into Eligible Investments of principal collections arising from the expected amortisation of the Eligible Cover Pool in each and all respective Calculation Periods and it being understood that the interest payments expected to be received in respect of any Residential Mortgage Loan for which the LTV exceed the percentage limit set forth under article 129, paragraph 1, letter (d) of the CRR, will be considered up to an amount that, taking into account the Latest Valuation relating to that Residential Mortgage Loan, allows compliance with such percentage limit) and any amount of interest accrued on the Collection Account, the Reserve Fund Account or other reserve created pursuant to the Subordinated Loan Agreement to comply with the Liquidity Reserve Requirement and the Guarantor Payments Account and any additional cash flows expected to be deposited in the Collection Account, the Reserve Fund Account or other reserve created pursuant to the Subordinated Loan Agreement to comply with the Liquidity Reserve Requirement and the Guarantor Payments Account in each and all respective Calculation Periods;
  - (B) any amount to be received by the Guarantor as interest payments under any Eligible Swap Agreement prior to or on each and all respective Guarantor Payment Dates; and
  - (C) any other amount to be received by the Guarantor as payments under any Eligible Swap Agreements; and
- (ii) the payments (in relation to the interest component only) to be effected in accordance with the relevant

Priority of Payments, by the Guarantor in priority to any amount to be paid on the Covered Bonds, and including payments under any Eligible Swap Agreement on each and all respective Guarantor Payment Dates.

### ***Asset Coverage Test***

In addition to the Statutory Tests, starting from the First Issue Date and until the earlier of:

- (a) the date on which all Series of Covered Bonds issued in the context of the Programme have been cancelled or redeemed in full in accordance with the Conditions; and
- (b) the date on which an Issuer Default Notice is served on the Guarantor,

the Test Calculation Agent shall verify on each Test Calculation Date and, to the extent that on any such Test Calculation Date the Asset Coverage Test was breached, on any following Monthly Test Calculation Date until the end of the relevant Test Grace Period, as the case may be, the Adjusted Aggregate Loan Amount (as defined below) is at least equal to the Euro Equivalent amount of the aggregate Outstanding Principal Balance of the Covered Bonds (the “**Asset Coverage Test**”).

For the purpose of the Asset Coverage Test, “**Adjusted Aggregate Loan Amount**” means an amount calculated in accordance with the following formula:

$$A+B+C + D -Y-W- H - Z$$

where

“**A**” is equal to the lower of (i) and (ii),

where:

- (i) is the aggregate of the “**LTV Adjusted Principal Balance**” of each Residential Mortgage Loan in the Eligible Cover Pool as at any given date, calculated as the lower of:
  - 1. the actual Outstanding Principal Balance of the relevant Residential Mortgage Loan in the Eligible Cover Pool as at the last day of the immediately preceding Collection Period; and
  - 2. the Latest Valuation relating to that Residential Mortgage Loan as at such date multiplied by M (where M is equal to (a) 80 per cent for all Residential Mortgage Loans that are up to 90 days In Arrears or not In Arrears, (b) 40 per cent for all Residential Mortgage Loans that are more than 90 days In Arrears but are not yet Defaulted Receivables and (c) zero for all Defaulted Receivables),

*minus*

the aggregate of the following deemed reductions to the aggregate LTV Adjusted Principal Balance of the Residential Mortgage Loans in the Eligible Cover Pool if any of the following occurred during the immediately preceding Collection Period:

- (A) a Residential Mortgage Loan or any security relating thereto was, during the immediately preceding Calculation Period, in breach of the representations and warranties contained in the Warranty and Indemnity Agreement and the Seller has not indemnified the Guarantor or otherwise cured such breach, to the extent required by the terms of the Warranty and Indemnity Agreement (any such Residential Mortgage Loan an “**Affected Loan**”). In this event, the aggregate LTV Adjusted Principal Balance of the Residential Mortgage Loans in the Eligible Cover Pool (as calculated on the last day of the immediately preceding Calculation Period) will be deemed to be reduced by an amount equal to the LTV Adjusted Principal Balance of the relevant Affected Loans (as calculated on the last day of the immediately preceding Calculation Period); and/or

- (B) the Seller, in any preceding Calculation Period, was in breach of any other material representation and warranty under the Master Assets Purchase Agreement and/or the Servicer was, in any preceding Calculation Period, in breach of a material term of the Servicing Agreement. In this event, the aggregate LTV Adjusted Principal Balance of the Residential Mortgage Loans in the Eligible Cover Pool (as calculated on the last day of the immediately preceding Calculation Period) will be deemed to be reduced by an amount equal to the resulting financial loss incurred by the Guarantor in the immediately preceding Calculation Period in respect of such Residential Mortgage Loan (such financial loss to be calculated by the Test Calculation Agent without double counting with the reduction under (A) above and to be set off against any amount paid (in cash or in kind) to the Guarantor by the Seller and/or the Servicer to indemnify the Guarantor for such financial loss) (any such loss a “**Breach Related Loss**”);

AND

- (ii) is the aggregate “**Asset Percentage Adjusted Principal Balance**” of the Residential Mortgage Loans in the Eligible Cover Pool as at any given date which in relation to each Residential Mortgage Loan shall be calculated as the lower of (1) the actual Outstanding Principal Balance of the relevant Residential Mortgage Loan as calculated on the last day of the immediately preceding Collection Period, and (2) the Latest Valuation relating to that Residential Mortgage Loan as at such date multiplied by N (where N is equal to (a) 100 per cent for all Residential Mortgage Loans that are up to 90 days In Arrears or not In Arrears, (b) 40 per cent for Residential Mortgage Loans that are more than 90 days In Arrears but are not yet Defaulted Receivables and (c) zero for all Defaulted Receivables),

*minus*

the aggregate sum of (1) the Asset Percentage Adjusted Principal Balance of any Affected Loan(s), calculated as described in item (i)(A) above and/or (2) any Breach Related Losses, calculated as described in item (i)(B) above,

the result of which multiplied by the Asset Percentage.

It being understood that in the event the Issuer chooses not to apply such other percentage figure of the Asset Percentage lower than 92 per cent (as defined under item (b) of the relevant definition), this will not result in a breach of the Asset Coverage Test.

For the purpose of the computation of the item A above, the Outstanding Principal Balance of the Residential Mortgage Loans shall include the Outstanding Principal Balance with reference to the relevant Valuation Date (excluded) of any New Portfolio sold after the end of the Collection Period and prior to the relevant Test Calculation Date, to the extent that a Series of Covered Bonds has been issued or is to be issued during the same period of time and all the steps required under the Master Assets Purchase Agreement for the purposes of the purchase of the New Portfolio by the Guarantor having been taken and the relevant notice of assignment having been published in the Official Gazette and registered in the companies' register before the relevant Issue Date.

“**B**” is equal to the aggregate amount of all sums standing to the credit of the Collection Account, the Reserve Fund Account and the Guarantor Payments Account as at the end of the immediately preceding Calculation Period which have not been applied in accordance with the relevant Priority of Payments up to a maximum nominal amount which cannot exceed, taking into account “**C**” below, the thresholds set out under article 129, paragraph 1a., of the CRR as at such date;

“**C**” is equal to the aggregate Outstanding Principal Balance of any Eligible Investments as the end of the

immediately preceding Calculation Period (without duplication with the amounts standing to the credit of the Accounts under “B” above) and up to a maximum nominal amount which cannot exceed, taking into account “B” above, the thresholds set out under article 129, paragraph 1 a., of the CRR as at such date;

“*D*” stands for the aggregate Outstanding Principal Balance of any Eligible Assets other than Residential Mortgage Loans.

“*Y*” is equal to the Potential Set-Off Amount;

“*W*” is equal to the Commingling Amount;

“*H*” is equal to the aggregate amount of the principal instalment of each Residential Mortgage Loan which have been deferred in accordance with a Payment Holiday, as long as the relevant Residential Mortgage Loan has a Payment Holiday;

“*Z*” means the amount resulting from the product of (i) the weighted average remaining maturity of all Covered Bonds then outstanding expressed in days and divided by 365, (ii) the Euro Equivalent amount of the aggregate Outstanding Principal Balance of the Covered Bonds, and (iii) the Negative Carry Factor.

“**Asset Percentage**” means, on any Test Calculation Date and/or on any other date on which the Asset Coverage Test is to be performed under the Cover Pool Management Agreement or under other Programme Documents, as the case may be, the lower of (a) 92 per cent. and (b) such lower percentage figure determined by the Issuer on behalf of the Guarantor in accordance with the Rating Agency’s methodologies (after procuring the level of *overcollateralization* in order to comply with the Asset Coverage Test following such change), notified using the *pro-forma* notice attached under Schedule 1 of the Cover Pool Management Agreement to the Guarantor, the Guarantor Calculation Agent, the Servicer, the Rating Agency, the Asset Monitor and the Representative of the Covered Bondholders and published in the relevant Investors Report as the new Asset Percentage.

“**Payment Holiday**” means in respect of a Residential Mortgage Loan, the period of deferral of the payment of its interest and/or principal instalments in accordance with (i) the application of moratoria provisions from time to time granted to Debtors by any laws, agreements between Italian banking associations and national consumer associations, the Bank of Italy or other regulatory bodies regulations, or (ii) the agreement reached by the Servicer and the Debtors.

#### ***Liquidity Reserve Requirement***

The Test Calculation Agent shall verify on each Test Calculation Date that the Liquidity Reserve Requirement is met with respect to the Eligible Cover Pool.

The Liquidity Reserve Requirement will be considered met if the Liquidity Reserve is in an amount equal to or greater than the maximum cumulative Net Liquidity Outflows expected in the next following 180 days.

The “Liquidity Reserve” will be equal to the amount of Eligible Assets comprised in the Eligible Cover Pool which are in compliance with Article 7-*duodecies*, paragraph 2, of the Securitisation and Covered Bond Law, including the Reserve Fund Amount or other reserve created pursuant to the Subordinated Loan Agreement to comply with the Liquidity Reserve Requirement.

The result of the verification of the Liquidity Reserve Requirement will be set out in each Test Performance Report to be prepared and delivered by the Test Calculation Agent.

Should the result from any Test Performance Report show that the Liquidity Reserve Requirement is breached, then the Seller shall transfer to the Guarantor New Portfolio(s) of Eligible Assets in order to cure such excess or alternatively, (i) the Seller may repurchase Eligible Assets other than Liquidity Assets or (ii) the Subordinated Lender may advance further Term Loans under the Subordinated Loan Agreement.

### ***Amortisation Test***

The Amortisation Test is intended to ensure that, following an Issuer Event of Default, the service of an Issuer Default Notice on the Issuer and on the Guarantor (but prior to service on the Guarantor of a Guarantor Default Notice), the Cover Pool contains sufficient assets to enable the Guarantor to meet its obligations under the Covered Bond Guarantee. The Amortisation Test will be considered met if, on the relevant Test Calculation Date, the Amortisation Test Aggregate Loan Amount is an amount at least equal to the Euro Equivalent amount of the Outstanding Principal Amount of the issued Covered Bonds as calculated on the relevant Test Calculation Date. If the Amortisation Test Aggregate Loan Amount is less than the Outstanding Principal Amount of the issued Covered Bonds, then the Amortisation Test will be deemed to be breached and if such breach is not remedied by the Seller (or failing which, the Issuer) in accordance with Clause 4.3 (*Grace Period and Remedy of Tests*) of the Cover Pool Management Agreement during the applicable Test Grace Period, a Guarantor Default Notice will be served by the Representative of the Covered Bondholders on the Guarantor causing the acceleration of the Covered Bonds and a demand for enforcement of the Covered Bond Guarantee. The Test Calculation Agent, whilst Covered Bonds are outstanding, will immediately notify the Representative of the Covered Bondholders of any breach of the Amortisation Test. Following a Guarantor Default Notice, the Guarantor will be required to make payments in accordance with the Post-Enforcement Priority of Payments.

The "**Amortisation Test Aggregate Loan Amount**" will be calculated on each Test Calculation Date, as follows:

$$A + B + C - Z$$

where,

"A" stands for the aggregate "**Adjusted Outstanding Principal Balance**" of each Residential Mortgage Loan in the Cover Pool as at the relevant Calculation Date, which shall be the lower of:

- (i) the actual Outstanding Principal Balance of each Residential Mortgage Loan as calculated on the last day of the immediately preceding Collection Period multiplied by M and
- (ii) the Latest Valuation relating to that Residential Mortgage Loan multiplied by M,

where M is equal to (a) 100 per cent, for all Residential Mortgage Loans that are up to three months In Arrears or not In Arrears, (b) 85 per cent for all Residential Mortgage Loans that are more than three months In Arrears but are not yet Defaulted Receivables and (c) 70 per cent for all Defaulted Receivables,

*minus*

the aggregate sum of the following deemed reductions to the aggregate Outstanding Principal Balance of the Residential Mortgage Loans in the Eligible Cover Pool if any of the following occurred during the immediately preceding Collection Period:

- (I) a Residential Mortgage Loan was, in the immediately preceding Collection Period, an Affected Loan. In this event, the aggregate Outstanding Principal Balance of the Residential Mortgage Loans in the Eligible Cover Pool (as calculated on the last day of the immediately preceding Calculation Period) will be deemed to be reduced by an amount equal to the Outstanding Principal Balance of the relevant Affected Loans (as calculated on the last day of the immediately preceding Collection Period) multiplied by M (where M is equal to (a) 100 per cent, for all Residential Mortgage Loans that are up to three months In Arrears or not In Arrears, (b) 85 per cent for all Residential Mortgage Loans that are more than three months In Arrears but are not yet Defaulted Receivables and (c) 70 per cent for all Defaulted Receivables; and/or
- (II) the Seller, in any preceding Calculation Period, was in breach of any other material representation and warranty under the Master Assets Purchase Agreement and/or the Servicer was, in any preceding



Calculation Period, in breach of a material term of the Servicing Agreement. In this event, the aggregate Outstanding Principal Balance of the Residential Mortgage Loans in the Eligible Cover Pool (as calculated on the last day of the immediately preceding Collection Period) will be deemed to be reduced, by an amount equal to the resulting financial loss incurred by the Guarantor in the immediately preceding Collection Period in respect of such Residential Mortgage Loan (such financial loss to be calculated by the Test Calculation Agent without double counting with the reduction under (I) above and to be set off against any amount paid (in cash or in kind) to the Guarantor by the Seller and/or the Servicer to indemnify the Guarantor for such financial loss);

- "B" stands for the aggregate of principal amount standing to the credit of the Collection Account, the Reserve Fund Account and the Guarantor Payments Account and the principal amount of any Eligible Investment at the end of the preceding Collection Period;
- "C" stands for the aggregate amount of all principal amounts collected by the Servicer in respect of the Eligible Cover Pool up to the end of the immediately preceding Collection Period which have not been provisioned as at the relevant Calculation Date to acquire further New Portfolio or otherwise provisioned in accordance with the Programme Documents; and
- "Z" stands for the weighted average remaining maturity of all Covered Bonds (expressed in years) then outstanding multiplied by the aggregate Outstanding Principal Amount of the Covered Bonds multiplied by the Negative Carry Factor.

#### ***Reserve Fund Account***

The Reserve Fund Account is held in the name of the Guarantor for the purpose of setting aside, on each Guarantor Payment Date, the relevant Reserve Fund Amount. Such Reserve Fund Amount will be determined on each Calculation Date in an amount sufficient to ensure that, in the event that a payment is required to the Guarantor under the Covered Bond Guarantee, the Guarantor would have sufficient funds set aside and readily available to pay (A) interest accruing in respect of all outstanding Series of Covered Bonds during the immediately following Guarantor Payment Period (such that, (a) if Liability Swap Agreements are in place for a Series of Covered Bonds, such interest amounts accruing will be the higher of the amount due to the Liability Swap Provider or the amount due to the Covered Bondholders of such Series, (b) if Liability Swap Agreements are not in place for a Series of Covered Bonds, such interest amounts accruing will be the amount due to the Covered Bondholders of such Series and (c) if Liability Swap Agreements are in place for a portion of a Series of Covered Bonds, such interest amounts accruing will be the sum of (i) for the portion of the Series covered by the Liability Swap Agreement, the higher of the amount due to the Liability Swap Provider and the amount due to the Covered Bondholders of such Series, and (ii) for the remaining portion, the interest amounts accruing will be the proportional amount due to the Covered Bondholders of such Series) as calculated by the Guarantor Calculation Agent on or prior to each Calculation Date, *plus* (B) prior to the service of an Issuer Default Notice, the estimated aggregate amount to be paid by the Guarantor on the second Guarantor Payment Date following the relevant Calculation Date in respect of the items *(First)(a)* to *(Third)* of the Pre-Issuer Event of Default Interest Priority of Payments, as calculated by the Guarantor Calculation Agent; *plus* (C) any additional amount that the Issuer has voluntarily resolved to accumulate as reserve in order to create an additional stock to procure that the Statutory Tests and the Liquidity Reserve Requirement are met with respect to the Cover Pool.

## CASHFLOWS

As described above under "*Credit Structure*", until an Issuer Default Notice is served on the Issuer and the Guarantor, the Covered Bonds will be obligations of the Issuer only. The Issuer is liable to make payments when due on the Covered Bonds, whether or not it has received any corresponding payment from the Guarantor.

This section summarises the cashflows of the Guarantor only, as to the allocation and distribution of amounts standing to the credit of the Accounts and their order of priority (all such orders of priority, the "**Priority of Payments**") (a) prior to an Issuer Event of Default and a Guarantor Event of Default, (b) following an Issuer Event of Default (but prior to a Guarantor Event of Default) and (c) following a Guarantor Event of Default.

### Definitions

For the purposes hereof:

**"Interest Available Funds"** means, in respect of any Calculation Date, the aggregate of:

- (a) interest collected by or on behalf of the Guarantor in respect of the Cover Pool and credited into the Collection Account during the Collection Period immediately preceding the relevant Calculation Date;
- (b) all recoveries in the nature of interest and fees received by the Servicer and credited to the Collection Account during the Collection Period immediately preceding the relevant Calculation Date;
- (c) all amounts of interest accrued (net of any withholding or expenses, if due) and paid on the Accounts (except for the Expenses Account) during the Collection Period immediately preceding the relevant Calculation Date;
- (d) all interest deriving from the Eligible Investments made using funds standing to the credit of the Accounts realized on or before the immediately preceding Eligible Investment Maturity Date and not yet included in the Interest Available Funds at the previous Calculation Date;
- (e) any payment received on or immediately prior to such Guarantor Payment Date from any Swap Provider other than any Swap Collateral Excluded Amounts and any principal payments under the Swap Agreements;
- (f) all interest amounts received from the Seller by the Guarantor pursuant to the Master Assets Purchase Agreement during the Collection Period immediately preceding the relevant Calculation Date;
- (g) the Reserve Fund Amount standing to the credit of the Reserve Fund Account;
- (h) any amounts (other than the amounts already allocated under other items of the Guarantor Available Funds and other than any principal amounts) received by the Guarantor from any party to the Programme Documents during the Collection Period immediately preceding the relevant Calculation Date; and
- (i) any interest amount recovered by the Guarantor from the Issuer after the enforcement of the Covered Bond Guarantee during the Collection Period immediately preceding the relevant Calculation Date.

**"Principal Available Funds"** means, in respect of any Calculation Date, the aggregate of:

- (a) all principal amounts collected by the Servicer in respect of the Cover Pool and credited to the Collection Account net of the amounts applied to purchase Eligible Assets during the Collection Period immediately preceding the relevant Calculation Date;
- (b) all other recoveries in the nature of principal received by the Servicer and credited to the Collection Account during the Collection Period immediately preceding the relevant Calculation Date;
- (c) all principal amounts received from the Seller by the Guarantor pursuant to the Master Assets Purchase Agreement during the Collection Period immediately preceding the relevant Calculation Date;
- (d) the proceeds of any disposal and any disinvestment of Eligible Assets made using funds standing to the credit of the Accounts realized on or before the immediately preceding Eligible Investment Maturity Date and not yet included in the Principal Available Funds at the previous Calculation Date;
- (e) any other principal amounts standing to the credit of the Accounts during the Collection Period immediately preceding the relevant Calculation Date;
- (f) any principal amounts (other than the amounts already allocated under other items of the Principal Available Funds) received by the Guarantor from any party to the Programme Documents during the Collection Period immediately preceding the relevant Calculation Date;
- (g) where applicable, any swap principal payable under the Swap Agreements other than any Swap Collateral Excluded Amounts;
- (h) any amount paid under the Term Loan and not repaid, standing to the credit of the Collection Accounts;
- (i) all the amounts allocated pursuant to item *Sixth* of the Pre-Issuer Event of Default Interest Priority of Payments; and
- (j) principal amount recovered by the Guarantor from the Issuer after the enforcement of the Covered Bond Guarantee during the Collection Period immediately preceding the relevant Calculation Date.

***Pre-Issuer Event of Default Interest Priority of Payments***

Prior to service of an Issuer Default Notice on the Issuer and the Guarantor or service of a Guarantor Default Notice on the Guarantor, Interest Available Funds will be applied by or on behalf of the Guarantor on each Guarantor Payment Date in making the following payments and provisions (the "**Pre-Issuer Event of Default Interest Priority of Payments**") (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *First*, (a) to pay, *pari passu* and *pro rata*, according to the respective amounts thereof, any Expenses of the Guarantor (to the extent that amounts standing to the credit of the Expenses Account have been insufficient to pay such amounts during the immediately preceding Guarantor Payment Period) and (b) to credit to the Expenses Account such an amount as will bring the balance of such account up to (but not in excess of) the Retention Amount;
- (b) *Second*, to pay any amount due and payable to the Representative of the Covered Bondholders;
- (c) *Third*, to pay, *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable to the Servicer, the Guarantor Calculation Agent, the Test Calculation Agent,

the Guarantor Corporate Servicer, the Asset Monitor, the Account Bank, the Guarantor Paying Agent, the Issuer Paying Agent, the Cash Manager, the Stichting Corporate Servicer, the Back-up Servicer Facilitator, the back-up servicer (if any), the Back-up Guarantor Paying Agent, the Back-up Account Bank and the Portfolio Manager (if any);

- (d) *Fourth*, where applicable, to pay or to make provisions for (as the case may be) any amounts due and payable to any Swap Provider (including any termination payments due and payable by the Guarantor except where the relevant Swap Provider is the Defaulting Party or the relevant Swap Provider has become a Sole Affected Party pursuant to the relevant Swap Agreement or the Guarantor has become the Sole Affected Party following the occurrence of an event defined under the relevant Swap Agreement in respect of the occurrence of any change in law of the Securitisation and Covered Bond Law pursuant to the relevant Swap Agreement), other than the swap principal;
- (e) *Fifth*, to transfer to the Reserve Fund Account the relevant Reserve Fund Amount;
- (f) *Sixth*, to allocate to the Principal Available Funds an amount equal to the amounts, if any, allocated on the immediately preceding Guarantor Payment Date and on any preceding Guarantor Payment Date pursuant to item *First* of the Pre-Issuer Event of Default Principal Priority of Payments, net of any amount already allocated under this item Sixth on any previous Guarantor Payment Date;
- (g) *Seventh*, to pay any Base Interest due to the Subordinated Lender under the Subordinated Loan Agreement, provided that the Statutory Tests, the Asset Coverage Test and the Liquidity Reserve Requirement are satisfied on such Guarantor Payment Date;
- (h) *Eighth*, to pay or to make provisions for (as the case may be) any payments due and payable by the Guarantor to any Swap Provider not paid under item Fourth above; and
- (i) *Ninth*, to pay any Premium Interest due to the Subordinated Lender under the Subordinated Loan Agreement, provided that the Statutory Tests, the Asset Coverage Test and the Liquidity Reserve Requirement are satisfied on such Guarantor Payment Date.

For the avoidance of doubt, the Guarantor shall, if necessary, make the payments set out under items First, paragraph (a), above also during each Guarantor Payment Period (i.e., on days other than the Guarantor Payment Date).

#### **Pre-Issuer Event of Default Principal Priority of Payments**

Prior to service of an Issuer Default Notice on the Issuer and the Guarantor or service of a Guarantor Default Notice on the Guarantor, all Principal Available Funds will be applied by or on behalf of the Guarantor on each Guarantor Payment Date in making the following payments and provisions (the "**Pre-Issuer Event of Default Principal Priority of Payments**") (in each case only if and to the extent that payments of provisions of a higher priority have been made in full):

- (a) *First*, to pay any amount due and payable under items *First* to *Fifth* of the Pre-Issuer Event of Default Interest Priority of Payments to the extent that the Interest Available Funds are not sufficient to make the payments in full on such Guarantor Payment Date;
- (b) *Second*, to acquire Eligible Assets (other than those funded through the proceeds of the Subordinated Loan);

- (c) *Third*, to pay or to make provisions for (as the case may be) any swap principal due to any Swap Provider;
- (d) *Fourth*, to repay the Subordinated Loan advanced by the Subordinated Lender under the Subordinated Loan Agreement, provided that the Statutory Tests, the Asset Coverage Test and the Liquidity Reserve Requirement are complied with (after such payment) and the Subordinated Lender has requested the repayment of the Subordinated Loan pursuant to clause 6.5.1 of the Subordinated Loan Agreement; and
- (e) *Fifth*, to the extent that the Subordinated Lender has not received amounts as repayment of the Subordinated Loan under item *Fourth* above, to deposit, pursuant to clause 6.5.2 of the Subordinated Loan Agreement, the relevant amounts in the Collection Account.

***Guarantee Priority of Payments***

On each Guarantor Payment Date after the service of an Issuer Default Notice on the Issuer and the Guarantor (but prior to the service of a Guarantor Default Notice), the Guarantor Available Funds shall be applied at the direction of the Guarantor in making the following payments or provisions in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *First*, (a) to pay, *pari passu* and *pro rata*, according to the respective amounts thereof, any Expenses of the Guarantor owed to third parties (to the extent that amounts standing to the credit of the Expenses Account have been insufficient to pay such amounts during the immediately preceding Guarantor Payment Period) and (b) to credit to the Expenses Account such an amount as will bring the balance of such account up to (but not in excess of) the Retention Amount;
- (b) *Second*, to pay any amount due and payable to the Representative of the Covered Bondholders;
- (c) *Third*, to pay, *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable to the Servicer, the Guarantor Calculation Agent, Test Calculation Agent, the Guarantor Corporate Servicer, the Asset Monitor, the Account Bank, the Issuer Paying Agent, the Guarantor Paying Agent, the Cash Manager, the Stichting Corporate Servicer, the Back-up Servicer Facilitator, the Back-up Servicer (if any), the Back-up Guarantor Paying Agent, the Back-up Account Bank and the Portfolio Manager (if any);
- (d) *Fourth*, to pay, *pari passu* and *pro rata*, according to the respective amounts thereof, any amounts, other than in respect of principal, due and payable on such Guarantor Payment Date or during the immediately following Guarantor Payment Period (i) where applicable, to any Swap Provider (including any termination payments due and payable by the Guarantor except where the relevant Swap Provider is the Defaulting Party or the relevant Swap Provider has become a Sole Affected Party pursuant to the relevant Swap Agreement or the Guarantor has become the Sole Affected Party following the occurrence of an event defined under the relevant Swap Agreement in respect of the occurrence of any change in law of the Securitisation and Covered Bond Law pursuant to the relevant Swap Agreement); and (ii) on the Covered Bonds;
- (e) *Fifth*, to pay, *pari passu* and *pro rata*, according to the respective amounts thereof, any amounts in respect of principal due and payable on such Guarantor Payment Date or during the immediately following Guarantor Payment Period (i) where applicable, to any Swap Provider (including any termination payments due and payable by the Guarantor except where the relevant Swap Provider is the Defaulting Party or the relevant Swap Provider has become a Sole

Affected Party pursuant to the relevant Swap Agreement or the Guarantor has become the Sole Affected Party following the occurrence of an event defined under the relevant Swap Agreement in respect of the occurrence of any change in law of the Securitisation and Covered Bond Law pursuant to the relevant Swap Agreement); and (ii) on the Covered Bonds;

- (f) *Sixth*, to deposit in the Reserve Fund Account any cash balances until the Covered Bonds have been repaid in full or sufficient amounts have been accumulated to pay outstanding Covered Bonds;
- (g) *Seventh*, where applicable, to pay any termination payments due and payable by the Guarantor to the Swap Providers not paid under item *Fourth* or *Fifth* above;
- (h) *Eighth*, to pay to the Seller any amount due and payable under the Programme Documents, to the extent not already paid or payable under other items above;
- (i) *Ninth*, to pay any principal due and payable to the Subordinated Lender under the Subordinated Loan Agreement; and
- (j) *Tenth*, to pay any Base Interest and Premium Interest due to the Subordinated Lender under the Subordinated Loan Agreement.

For the avoidance of doubt, the Guarantor shall, if necessary, make the payments set out under items First, paragraph (a), above also during each Guarantor Payment Period (i.e., on days other than the Guarantor Payment Date).

#### **Post-Enforcement Priority of Payments**

Following the occurrence of a Guarantor Event of Default and service of a Guarantor Default Notice on the Guarantor, the Guarantor Available Funds will be applied in the following order of priority (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) *First*, (a) to pay, *pari passu* and *pro rata*, according to the respective amounts thereof, any Expenses of the Guarantor owed to third parties (to the extent that amounts standing to the credit of the Expenses Account have been insufficient to pay such amounts during the immediately preceding Guarantor Payment Period), and (b) to credit to the Expenses Account such an amount as will bring the balance of such account up to (but not in excess of) the Retention Amount;
- (b) *Second*, to pay, *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable to the Representative of the Covered Bondholders and the remuneration due to any Receiver and any proper costs and expenses incurred by it;
- (c) *Third*, to pay, *pari passu* and *pro rata*, according to the respective amounts thereof, any amount due and payable to the Servicer, the Guarantor Calculation Agent, the Test Calculation Agent, the Guarantor Corporate Servicer, the Asset Monitor, the Account Bank, the Issuer Paying Agent, the Guarantor Paying Agent, the Cash Manager, the Stichting Corporate Servicer, the Back-up Servicer Facilitator, the Back-up Servicer (if any), the Back-up Guarantor Paying Agent, the Back-up Account Bank and the Portfolio Manager (if any);
- (d) *Fourth*, to pay, *pari passu* and *pro rata*, according to the respective amounts thereof, (i) where applicable, any amounts due and payable to any Swap Provider (including any termination payments due and payable by the Guarantor except where the relevant Swap Provider is the Defaulting Party or the relevant Swap Provider has become a Sole Affected Party pursuant to the

relevant Swap Agreement or the Guarantor has become the Sole Affected Party following the occurrence of an event defined under the relevant Swap Agreement in respect of the occurrence of any change in law of the Securitisation and Covered Bond Law pursuant to the relevant Swap Agreement); and (ii) any interest and any Outstanding Principal Amount due under all outstanding Series of Covered Bonds;

- (e) *Fifth*, where applicable, to pay any termination payments due and payable by the Guarantor to any Swap Provider not paid under item *Fourth* above;
- (f) *Sixth*, to pay to the Seller any amount due and payable under the Programme Documents, to the extent not already paid or payable under other items above;
- (g) *Seventh*, to pay any amount outstanding payable to the Subordinated Lender under the Subordinated Loan Agreement.

For the avoidance of doubt, the Guarantor shall, if necessary, make the payments set out under items First, paragraph (a), above also during each Guarantor Payment Period (i.e., on days other than the Guarantor Payment Date).

## DESCRIPTION OF THE COVER POOL

The Cover Pool is comprised of (i) the Portfolio, which is in turn comprised of Residential Mortgage Loans and related collateral assigned to the Guarantor by the Seller in accordance with the terms of the Master Assets Purchase Agreement and (ii) any other Eligible Assets held by the Guarantor.

The Initial Portfolio and each New Portfolio acquired by the Guarantor (the "**Portfolio**") consists of Residential Mortgage Loans sold by any the Seller to the Guarantor from time to time, in accordance with the terms of the Master Assets Purchase Agreement, as more fully described under "*Overview of the Programme Documents — Master Assets Purchase Agreements*".

For the purposes hereof:

"**Initial Portfolio**" means the initial portfolio of Receivables, comprising Eligible Assets, purchased by the Guarantor from the Seller pursuant to the Master Assets Purchase Agreement;

"**New Portfolio**" means any portfolio of Receivables (other than the Initial Portfolio), comprising Eligible Assets, which may be purchased by the Guarantor from the Seller pursuant to the terms and subject to the conditions of the Master Assets Purchase Agreement.

### Eligibility Criteria

The sale of Loans and their Related Security and the transfer of any other Eligible Asset to the Guarantor will be subject to various conditions (the "**Eligibility Criteria**") being satisfied on the relevant Transfer Date (except as otherwise indicated). The Eligibility Criteria with respect to each asset type will vary from time to time but will at all times include criteria so that Italian law requirements are met.

In accordance with Article 7-*novies* of the Securitisation and Covered Bond Law, the following assets (*attivi idonei* or "**Eligible Assets**") are considered eligible:

- (a) the assets compliant with paragraph 1, Article 129 of the CRR, *provided that* the Issuer is compliant with the requirements set forth under paragraphs from 1-*bis* to 3 of Article 129 of the CRR; and
- (b) the liquidity assets provided for under Article 7-*duodecies* of the Securitisation and Covered Bond Law.

### **Eligibility Criteria for Residential Mortgage Loans**

Under the Master Assets Purchase Agreements, the Seller and the Guarantor have agreed the following common criteria (the "**Common Criteria**") (see "*Overview of the Programme Documents — Master Assets Purchase Agreements*" above) that will be applied in selecting the Residential Mortgage Loans that will be transferred thereunder to the Guarantor:

Receivables arising from loans:

- which are residential mortgage receivables (i) in respect of which the relevant principal amount outstanding added to the principal amount outstanding of any higher ranking mortgage loans secured by the same property, does not exceed 80% of the value of the property, according to Article 129, paragraph 1, letter d) of the CRR, or (ii) in case of a loan guaranteed by mortgage on more than one property, among which at least one is a residential property, in respect of which the relevant principal amount outstanding added to the principal amount outstanding of any higher ranking mortgage loans secured by the same property, does not exceed 80% of the value of the residential property;
- in relation to which the consolidation period applicable to the relevant mortgage has ended and the relevant mortgage is not subject to appeal pursuant to Article 166 of the Business Crisis and Insolvency Code and, where applicable, Article 39, paragraph 4, of Legislative Decree No. 385 of 1 September 1993;
- which have been drawn or purchased by Banca Sella S.p.A.;



- which are governed by Italian law;
- which are performing and in relation to which no instalments outstanding for more than 30 days from the due payment date subsist;
- which do not include any clauses limiting the possibility for Banca Sella S.p.A. to assign the receivables arising thereunder or providing the debtor's consent for such assignment, Banca Sella S.p.A. has obtained such consent;
- in respect of which the debtor has paid at least one instalment (also considering an interest instalment only);
- which provide for all payments on behalf of the debtor to be made in Euro;
- which have been fully disbursed;
- which have been granted to an individual or more individuals jointly;
- which bear a floating interest rate (including a floating interest rate with a cap or floor cap) (determined from time to time by Banca Sella S.p.A.) or a fixed or mixed or optional interest rate;
- which are secured by a first lien mortgage, or any following lien mortgage in respect of which the obligations secured by the earlier mortgage(s) have been satisfied in full, or a mortgage established on a property already encumbered by a mortgage of earlier rank as security for a claim against the same obligor that satisfies the Criteria;
- which are secured by a first lien mortgage on real estate assets insured against risk damages.

## DESCRIPTION OF CERTAIN RELEVANT LEGISLATION IN ITALY

*The following is a general description of the Securitisation and Covered Bond Law (as defined below) and other legislation that may be relevant to investors in assessing the Covered Bonds, including recent legislation affecting the rights of mortgage borrowers. It does not purport to be a complete analysis of the legislation described below or of the other considerations relating to the Covered Bonds arising from Italian laws and regulations. Furthermore, this overview is based on Italian Legislation as in effect on the date of this Base Prospectus, which may be subject to change, potentially with retroactive effect. This description will not be updated to reflect changes in laws. Accordingly, prospective Covered Bondholders should consult their own advisers as to the risks arising from Italian legislations that may affect any assessment by them of the Covered Bonds.*

### ***The Securitisation and Covered Bond Law***

The legal and regulatory framework with respect to the issue of covered bonds in Italy comprises the following:

- Title I–bis of the Law No. 130 of 30 April 1999 (as amended and supplemented from time to time, the "**Securitisation and Covered Bond Law**"); and
- Part III, Chapter 3 of the "Disposizioni di Vigilanza per le Banche" (Circolare No. 285 of 17 December 2013), as amended and supplemented from time to time (the "**Bank of Italy Regulations**").

Legislative decree No. 190 of 5 November 2021 (the "**Decree 190/2021**") transposed into the Italian legal framework Directive (EU) 2019/2162 and designated the Bank of Italy as the competent authority for the public supervision of the covered bonds, which was entrusted with the issuing of the implementing regulations of the Title I–bis of Securitisation and Covered Bond Law, as amended, in accordance with article 3, paragraph 2, of Decree 190/2021. In this respect, the provisions of Securitisation and Covered Bond Law, as amended by Decree 190/2021, apply to covered bonds issued starting from 8 July 2022.

Moreover, following a public consultation launched by the Bank of Italy on 12 January 2023 and ended on 11 February 2023, on 30 March 2023 Bank of Italy issued the 42nd amendment to the Bank of Italy Regulations, providing for the implementing measures referred to under article 3, paragraph 2, of Decree 190/2021. Such amendment to the Bank of Italy Regulations provided for, inter alia, (i) the criteria for the assessment of the eligible assets and the conditions for including covered bonds among eligible assets for derivative contracts with hedging purposes; (ii) the procedures for calculating hedging requirements; (iii) the conditions for establishing new issuance programmes and the interim discipline regarding new issues under issuance programmes already existing as of 30 March 2023; (iv) the possibility for banks having a rating corresponding at least to credit quality step 3 to act as counterparties of a derivative contract with hedging purposes.

In accordance with the Bank of Italy Regulations, as amended on 30 March 2023, the Bank of Italy did not exercise the option provided for in the Directive (EU) 2019/2162 that allows Member States to lower the threshold of the minimum level of overcollateralization.

The Bank of Italy Regulations – as amended pursuant to the 42nd amendment, among other things, regulate:

- the capital adequacy requirements that issuing banks must satisfy in order to issue covered bonds and the ability of issuing banks to manage risks;
- limitations on the total value of eligible assets that banks, individually or as part of a group, may transfer as cover pools in the context of covered bond transactions;
- criteria to be adopted in the integration of the assets constituting the cover pools;
- the identification of the cases in which the integration is permitted and its limits;

- monitoring and surveillance requirements applicable with respect to covered bond transactions and the provision of information relating to the transaction;
- the publication of periodical information concerning the issuance programmes in order to enable investors to conduct an informed assessment of the cover bond programmes and the related risks;
- the interim discipline regarding new issues under issuance programmes already existing as of 30 March 2023;
- the request for the authorization of the Bank of Italy for the establishment of new issuance programmes; and
- the requirements for applying for the “European Covered Bond (Premium)” label.

On 22 February 2022 Bank of Italy issued the 38th amendment to Circular No. 285 introducing the possibility for the Bank of Italy to impose a systemic risk buffer (SyRB), pursuant to Article 133 of the CRD V, consisting of CET1, with the aim of preventing and mitigating macro-prudential or systemic risks not otherwise covered by the macro-prudential tools provided by the CRR, the countercyclical capital buffer and the capital buffers for G-SIIs or O-SIIs.

The amendment adapts the rules concerning capital buffers and capital conservation measures with CRD V and implement the EBA's guidance on the appropriate subsets of sectoral exposures for the application of the SyRB in accordance with Article 133(5)(f) of CRD V.

In addition to the above, the 38th amendment also granted the power to the Bank of Italy of adopting one or more prudential measures based on customer and loan characteristics (so-called borrower-based measures), requiring banks to apply them when granting new financing in any form.

Those measures can be applied to all loans or differentiated on the basis of the characteristics of customers and loans. More specifically, in the presence of high vulnerabilities of the financial system, which may give rise to systemic risks, the Bank of Italy may adopt one or more borrower-based measures that are – in line with the ESRB guidelines – appropriate and sufficient to prevent or mitigate the identified risks, considering, if possible, also any cross-border effect arising from their application and paying due attention to the principle of proportionality.

On 29 September 2022 EBA amended, with Guidelines EBA/GL/2022/12, 2014 Guidelines on the specification and disclosure of systemic importance, updating indicators data used for the identification of global systemically important institutions (G-SIIs), increasing the transparency in the G-SIIs identification process and ensuring a continued level playing field with respect to disclosure requirements between global systemically important institutions (G-SIIs) and other large institutions with an overall leverage ratio exposure measure of more than EUR 200 billion at the end of each year. EBA/GL/2022/12 applies from 16 January 2023.

On 21 December 2022, the Bank of Italy issued the 41st amendment to Circular No. 285, implementing said Guidelines EBA/GL/2022/12. With the same amendment, the Bank of Italy implemented also the EBA Guidelines of 12 October 2022 (EBA/GL/2022/13), amending the EBA Guidelines on disclosure of non-performing and foreborne exposures (EBA/GL/2018/10).

On 18 March 2022, the EBA published revised “Guidelines for Common Procedures and Methodologies for the Supervisory Review and Evaluation Process (SREP) and Prudential Stress Tests”, which provide a common framework for supervision in assessing risks to banks' business models, solvency and liquidity, as well as for conducting prudential stress tests. The guidelines will apply as of 1 January 2023.

On 30 March 2023, the Bank of Italy issued the 42nd amendment to Circular No. 285, implementing the new

European framework (i.e. Directive EU 2019/2162, Covered Bond Directive, and Regulation EU 2019/2160, Covered Bond Regulation), which introduces a supervisory regime on covered bond programmes which will be applicable to new covered bond issuance programs only. In case of new issuances – i.e. made after the effective date of the 42th amendment – in the framework of pre-existing programs, the banks shall guarantee the compliance with the new regulatory framework.

### ***Basic structure of a covered bond issue***

The structure provided under Article 7–sexies of the Securitisation and Covered Bond Law with respect to the issue of covered bonds may be summarised as follows:

- a bank transfers a pool of eligible assets (i.e. the cover pool) to Title 1–bis of the Securitisation and Covered Bond Law special purpose vehicle (the "**SPV**");
- the bank grants the SPV a subordinated loan in order to fund the payment by the SPV of the purchase price due for the cover pool;
- the bank issues the covered bonds which are supported by a first demand, unconditional and irrevocable guarantee issued by the SPV for the exclusive benefit of the holders of the covered bonds and the hedging counterparties involved in the transaction. The Guarantee is backed by the entire cover pool held by the SPV.

Title 1–bis of the Securitisation and Covered Bond Law however also allows for structures which contemplate different entities acting respectively as cover pool provider, subordinated loan provider and covered bonds issuer.

### ***The SPV***

The Italian legislator chose to implement the new legislation on covered bonds by supplementing the Securitisation and Covered Bond Law, thus basing the new structure on a well established platform and applying to covered bonds many provisions with which the market is already familiar in relation to Italian securitisations. Accordingly, as is the case with the special purpose entities which act as issuers in Italian securitisation transactions, the SPV is required to be established with an exclusive corporate object that, in the case of covered bonds, must be the purchaser of assets eligible for cover pools and the person giving guarantees in the context of covered bond transactions.

### ***The guarantee***

Article 7–quaterdecies of the Securitisation and Covered Bond Law provides that the guarantee issued by the SPV for the benefit of the bondholders must be irrevocable, first demand, unconditional and independent from the obligations of the issuer of the covered bonds. Furthermore, upon the occurrence of a default by the issuer in respect of its payment obligations under the covered bonds, the SPV must provide for the payment of the amounts due under the covered bonds, in accordance with their original terms and with limited recourse to the amounts available to the SPV from the cover pool. The acceleration of the issuer's payment obligations under the covered bonds will not therefore result in a corresponding acceleration of the SPV's payment obligations under the guarantee (thereby preserving the maturity profile of the covered bonds).

Upon an insolvency of the issuer, the SPV will be solely responsible for the payment obligations of the issuer owed to the covered bond holders, in accordance with their original terms and with limited recourse to the amounts available to the SPV from the cover pool. In addition, the SPV will be exclusively entitled to exercise the rights of the covered bond holders vis à vis the issuer's bankruptcy in accordance with the applicable

bankruptcy law. Any amount recovered by the SPV from the bankruptcy of the issuer become part of the cover pool.

Finally, if a moratorium is imposed on the issuer's payments, the SPV will fulfil the issuer's payment obligations, with respect to amounts which are due and payable and with limited recourse to the cover pool. The SPV will then have recourse against the issuer for any such payments.

### ***Segregation and subordination***

Article 7-*octies* provides that the assets comprised in the cover pool and the amounts paid by the debtor with respect to the receivables and/or debt securities included in the cover pool are exclusively designated and segregated by law for the benefit of the holders of the covered bonds and the hedging counterparties involved in the transaction.

In addition, Article 7-*octies* expressly provides that the claim for reimbursement of the loan granted to the SPV to fund the purchase of assets in the cover pool is subordinated to the rights of the covered bond holders and of the hedging counterparties involved in the transaction.

### ***Exemption from claw-back***

Article 7-*octies* provides that the guarantee and the subordinated loan granted to fund the payment by the SPV of the purchase price due for the cover pool are exempt from the bankruptcy claw-back provisions set out in Article 166 of the Business Crisis and Insolvency Code.

In addition to the above, any payments made by an assigned debtor to the SPV may not be subject to any claw-back action according to Article 164 of the Business Crisis and Insolvency Code.

### ***The issuing bank***

The Bank of Italy Regulations sets forth for detailed provisions with respect to covered bonds related, *inter alia*, to the eligible assets (including rules on the coverage requirements and the liquidity requirement) and the internal measures to be adopted by the issuing bank to govern and manage potential risks deriving from the participation in covered bond programs.

### ***The Cover Pool***

For a description of the assets which are considered eligible for inclusion in a cover pool under Article 7-*novies*, see "*Description of the Cover Pool - Eligibility Criteria*".

### ***Ratio between cover pool value and covered bond outstanding amount.***

The Securitisation and Covered Bond Law provides that the cover pool provider and the issuer must continually ensure that, throughout the transaction:

- the aggregate nominal value of the cover pool is at least equal to the nominal amount of the relevant outstanding covered bonds;
- the net present value of the cover pool (net of all the transaction costs borne by the SPV, including in relation to hedging arrangements) is at least equal to the net present value of the relevant outstanding covered bonds;
- the interest and other revenues deriving from the cover pool (net of all the transaction costs borne by the SPV) are sufficient to cover interest and costs due by the issuer with respect to the relevant outstanding covered bonds, taking into account any hedging agreements entered into in connection with the transaction.

In respect of the above, under the Bank of Italy Regulations, strict monitoring procedures are imposed on banks for the monitoring of the transaction and of the adequacy of the guarantee on the cover pool. Such activities must be carried out both by the relevant bank and by an asset monitor, to be appointed by the bank, which is an independent accounting firm. The asset monitor must prepare and deliver to the issuing bank's board of auditors, on an annual basis, a report detailing its monitoring activity and the relevant findings.

The Bank of Italy Regulations require banks to carry out the monitoring activities described above at least every 6 months with respect to each covered bond transaction. Furthermore, the internal auditors of banks must comprehensively review every 12-months the monitoring activity carried out with respect to each covered bond transaction, basing such review, among other things, on the evaluations supplied by the asset monitor.

In addition to the above, pursuant to the Bank of Italy Regulations provide that the management body of the issuing bank must ensure that the internal structures delegated to the risk management verify at least every three months and for each transaction completeness, accuracy and timeliness of information available to investors.

In order to ensure that the monitoring activities above may be appropriately implemented, the Bank of Italy Regulations require that the entities participating in covered bond transactions be bound by appropriate contractual undertakings to communicate to the issuing bank, the cover pool provider and the entity acting as servicer in relation to the cover pool assets all the necessary information with respect to the cover pool assets and their performance.

### ***Substitution of assets***

The Securitisation and Covered Bond Law and the Bank of Italy Regulations provide that, following the initial transfer to the cover pool, the eligible assets comprised in the cover pool may only be substituted or supplemented in order to ensure that the requirements provided under Law 130, or the higher over-collateralisation provided for under the relevant covered bond transaction documents, are satisfied at all times during the transaction.

### ***Taxation***

Article 7-*viciester* of the Securitisation and Covered Bond Law, provides that any tax is due as if the granting of the subordinated loan and the transfer of the cover pool had not taken place and as if the assets constituting the cover pool were registered as on-balance sheet assets of the cover pool provider, provided that:

- the purchase price paid for the transfer of the cover pool is equal to the most recent book value of the assets constituting the cover pool; and
- the subordinated loan is granted by the same bank acting as cover pool provider.

The provision described above would imply, as a main consequence, that banks issuing covered bonds will be entitled to include the receivables transferred to the cover pool as on-balance receivables for the purpose of tax deductions applicable to reserves for the depreciation on receivables in accordance with Article 106 of Presidential Decree No. 917 of 22 December 1986.

## TAXATION

*The statements herein regarding taxation summarise the main tax consequences of the purchase, the ownership, the redemption and the disposal of the Covered Bonds. They apply to a holder of Covered Bonds only if such holder purchases its Covered Bonds in this offering. It is a general overview that does not apply to certain categories of investors and does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Covered Bonds. It does not discuss every aspect of taxation that may be relevant to a holder of Covered Bonds if such holder is subject to special circumstances or if such holder is subject to special treatment under applicable law.*

*Where in this overview English terms and expressions are used to refer to Italian concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Italian concepts under Italian tax law.*

*The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis.*

*The laws and their interpretation by the tax authorities may change and such changes may also have retroactive effect. Accordingly, investors should consider this aspect before investing.*

*Prospective purchasers of the Covered Bonds are advised to consult their own tax advisers concerning the overall tax consequences under Italian tax law, under the tax laws of the country in which they are resident for tax purposes and of any other potentially relevant jurisdiction of acquiring, holding and disposing of the Covered Bonds and receiving payments of interest, principal and/or other amounts under the Covered Bonds, including in particular the effect of any state, regional or local tax laws.*

### Italian Taxation

#### Tax treatment of Covered Bonds issued by the Issuer

Decree No. 239 sets out the applicable regime regarding the tax treatment of interest, premium and other income from certain securities issued, *inter alia*, by Italian resident banks (including the difference between the redemption amount and the issue price) (hereinafter collectively referred to as **Interest**). The provisions of Decree No. 239 only apply to Covered Bonds issued by the Issuer which qualify as *obbligazioni* (bonds) or *titoli similari alle obbligazioni* (securities similar to bonds) pursuant to Article 44 of Presidential Decree No. 917 of 22 December 1986, as amended and supplemented (**Decree No. 917**). Pursuant to Article 44 of Decree No. 917, for securities to qualify as *titoli similari alle obbligazioni* (securities similar to bonds), they must (i) incorporate an unconditional obligation to pay at maturity an amount not less than that therein indicated, with or without the payment of periodic interest, and (ii) attribute to the holders no direct or indirect right to control or participate in the management of the Issuer or to the business in connection to which the securities were issued, nor to control the same.

#### Italian Resident Covered Bondholders

Where an Italian resident Covered Bondholder is:

- a) an individual not engaged in an entrepreneurial activity to which the Covered Bonds are connected (unless he has opted for the application of the *risparmio gestito* regime – see under “**Capital gains tax**” below);

- b) 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 professional associations;
- c) a non-commercial private or public institution other than companies, and trusts not carrying out mainly or exclusively commercial activities, the Italian State and public and territorial entities; or
- d) an investor exempt from Italian corporate income taxation,

Interest relating to the Covered Bonds, accrued during the relevant holding period, are subject to a withholding tax, referred to as "*imposta sostitutiva*", levied at the rate of 26 per cent. In the event that the Covered Bondholder described under (a) and (c) above are engaged in an entrepreneurial activity to which the Covered Bonds are connected, the *imposta sostitutiva* applies as a provisional tax and the relevant Interest must be included in their relevant income tax return. As a consequence, the Interest will be subject to ordinary income tax and the *imposta sostitutiva* may be recovered as a deduction from the taxation on income due.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the *imposta sostitutiva*, on Interest relating to the Covered Bonds if the Covered Bonds 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 by Italian law.

Where an Italian resident Covered Bondholder is a company or similar commercial entity, or a permanent establishment in Italy of a foreign company to which the Covered Bonds are effectively connected, and the Covered Bonds are deposited with an authorised intermediary, Interest from the Covered Bonds will not be subject to *imposta sostitutiva*. It must, however, be included in the relevant Covered Bondholder's income tax return and is therefore subject to general Italian corporate taxation ("**IRES**") (and, in certain circumstances, depending on the "status" of the Covered Bondholder, also to IRAP (the regional tax on productive activities ("**IRAP**"))).

Under the current regime provided by Law Decree No. 351 of 25 September 2001 converted into law with amendments by Law No. 410 of 23 November 2001, Law Decree No. 78 of 31 May 2010, converted into Law No. 122 of 30 July 2010 and Legislative Decree No. 44 of 4 March 2014, all as amended, payments of Interest in respect of the Covered Bonds made to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented, or pursuant to Article 14-bis of Law No. 86 of 25 January 1994, and Italian real estate SICAFs (together, the "**Real Estate Funds**") are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of a Real Estate Fund. However, a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders/shareholders of the Real Estate Fund.

If the investor is resident in Italy and is an open-ended or closed-ended investment fund, a SICAF or a SICAV ("*Società di investimento a capitale variabile*") established in Italy and either (i) the fund, the SICAF or the SICAV or (ii) their manager is subject to the supervision of a regulatory authority (the "**Fund**"), and the relevant Covered Bonds are held by an authorised intermediary, Interest accrued during the holding period on the Covered Bonds 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 results but a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders (the "**Collective Investment Fund**").



**Tax”).**

Where an Italian resident Covered Bondholder is a pension fund (subject to the regime provided for by article 17 of the Italian Legislative Decree No. 252 of 5 December 2005) and the Covered Bonds are deposited with an authorised intermediary, Interest relating to the Covered Bonds 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 the tax period, to be subject to a 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, Interest relating to the Covered Bonds may be excluded from the taxable base of the 20 per cent. substitute tax if the Covered Bonds 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 by Italian law.

Pursuant to Decree No. 239, the *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* (so-called “SIMS”), fiduciary companies, *società di gestione del risparmio*, stockbrokers and other qualified entities, identified by a decree of the Ministry of Finance, which are resident in Italy (“Intermediaries” and each an “Intermediary”) or by permanent establishments in Italy of banks or intermediaries resident outside Italy or by organizations or companies non-resident in Italy, acting through a system of centralized administration of securities and directly connected with the Department of Revenue of the Ministry of Finance (which includes *Euroclear* and *Clearstream*) having appointed an Italian representative for the purposes of Decree No. 239. For the purposes of applying *imposta sostitutiva*, Intermediaries or permanent establishments in Italy of foreign intermediaries are required to act in connection with the collection of Interest or, in the transfer or disposal of the Covered Bonds, including in their capacity as transferees. For the purpose of the application of the *imposta sostitutiva*, a transfer of Covered Bonds includes any assignment or other act, either with or without consideration, which results in a change in ownership of the relevant Covered Bonds or in a change in the Intermediary with which the Covered Bonds are deposited.

Where the Covered Bonds are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any Italian financial intermediary paying Interest to a Covered Bondholder or, absent that, by the Issuer.

#### **Non-Italian resident Covered Bondholder**

Where the Covered Bondholder is a non-Italian resident, without a permanent establishment in Italy to which the Covered Bonds are effectively connected, an exemption from the *imposta sostitutiva* applies provided that the non-Italian resident beneficial owner is:

- (a) resident, for tax purposes, in a country which allows for a satisfactory exchange of information with Italy as listed in the Italian Ministerial Decree of 4 September 1996, as amended by Ministerial Decree of 23 March 2017 and possibly further amended by future decrees issued pursuant to Article 11(4)(c) of Decree 239 (as amended by Legislative Decree No.147 of 14 September 2015) (the “White List”); or
- (b) an international body or entity set up in accordance with international agreements which have entered into force in Italy; or
- (c) a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or
- (d) an “institutional investor”, whether or not subject to tax, which is established in a State included in the White List.

In order to ensure gross payment, non-Italian resident Covered Bondholder without a permanent establishment

in Italy to which the Covered Bonds are effectively connected must be the beneficial owners of the payments of Interest and must:

- (a) deposit, directly or indirectly, the Covered Bonds with a 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 or company participating in a centralised securities management system which is in contact, via computer, with the Ministry of Economy and Finance; and
- (b) file with the relevant depository, prior to or concurrently with the deposit of the Covered Bonds, a statement of the relevant Covered Bondholder, which remains valid until withdrawn or revoked, in which the Covered Bondholder declares to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. This statement, which is not requested for international bodies or entities set up in accordance with international agreements which have entered into force in Italy nor in the case of foreign Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State, must comply with the requirements set forth by Ministerial Decree of 12 December 2001.

The *imposta sostitutiva* will be applicable at the rate of 26 per cent. to Interest paid to Covered Bondholders who do not qualify for the exemption.

Covered Bondholders who are subject to the substitute tax might, nevertheless, be eligible for a total or partial relief under an applicable tax treaty between the Republic of Italy and the country of residence of the relevant Covered Bondholder.

#### **Payments made by the Guarantor**

The Italian tax authorities have never expressed their view on the Italian tax regime applicable to payments on Covered Bonds made by an Italian resident guarantor in a ruling available to the public. Accordingly, there can be no assurance that the Italian tax authorities will not assert an alternative treatment of such payments than that set forth herein or that the Italian court would not support such an alternative treatment.

With respect to payments on the Covered Bonds made to certain Italian resident Covered Bondholders by an Italian resident guarantor, in accordance with one interpretation of Italian tax law, any payment of liabilities equal to interest and other proceeds from the Covered Bonds may be subject to an advance withholding tax at a rate of 26 per cent pursuant to Presidential Decree of 1 April 1973, No. 600, as subsequently amended. Also in the case of payments to non-Italian resident, a final withholding tax may be applied at 26 per cent. Double taxation treaties entered into by Italy may apply allowing for a lower (or, in certain cases, nil) rate of withholding tax.

In accordance with another interpretation, any such payment made by the Italian resident guarantor will be treated as a payment by the Issuer and will thus be subject to the tax regime described in the previous paragraphs of this section.

#### ***Atypical Securities***

Interest payments relating to Covered Bonds that are not deemed to be bonds (*obbligazioni*), debentures similar to bonds (*titoli similari alle obbligazioni*), shares or securities similar to shares pursuant to Article 44 of Presidential Decree No. 917 of 22 December 1986 may be subject to a withholding tax, levied at the rate of 26 per cent.. For this purpose, debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value with or without the payment of periodic interest, and do not give any right to directly or indirectly participate in the management of the issuer

or to the business in connection to which the securities were issued, nor to control the same.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the withholding tax, on Interest relating to the Covered Bonds qualifying as atypical securities if such Covered Bonds 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 by Italian law.

Where the Covered Bondholder is (a) an Italian individual engaged in an entrepreneurial activity to which the Covered Bonds are connected, (b) an Italian company or a similar Italian commercial entity, (c) a permanent establishment in Italy of a foreign entity to which the Covered Bonds are connected, (d) an Italian commercial partnership or (e) an Italian commercial private or public institution, such withholding tax is a provisional withholding tax. In all other cases, including when the Covered Bondholder is a non-Italian resident, the withholding tax is a final withholding tax. For non-Italian resident Covered Bondholders, the withholding tax rate may be reduced by any applicable tax treaty.

## **Capital gains tax**

### **Italian resident Covered Bondholders**

Any gain obtained from the sale or redemption of the Covered Bonds would be treated as part of the taxable income (and, in certain circumstances, depending on the "status" of the Covered Bondholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company, a similar commercial entity (including the Italian permanent establishment of foreign entities to which the Covered Bonds are connected) or Italian resident individuals engaged in an entrepreneurial activity to which the Covered Bonds are connected.

Where an Italian resident Covered Bondholder is (i) an individual not engaged in an entrepreneurial activity to which the Covered Bonds are connected, (ii) an Italian resident partnership not carrying out commercial activities, or (iii) an Italian private or public institution not carrying out mainly or exclusively commercial activities, any capital gain realised by such Covered Bondholder from the sale or redemption of the Covered Bonds would be subject to an *imposta sostitutiva*, levied at the rate of 26 per cent. The Covered Bondholders may set off any losses with their gains.

In respect of the application of *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below:

- a) Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Italian resident individuals not engaged in an entrepreneurial activity to which the Covered Bonds are connected, the *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 Italian resident individual Covered Bondholder holding the Covered Bonds. In this instance, "capital gains" means any capital gain not connected with an entrepreneurial activity pursuant to all sales or redemptions of the Covered Bonds carried out during any given tax year. Italian resident individuals holding the Covered Bonds not in connection with an entrepreneurial activity 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 the *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.

- b) As an alternative to the tax declaration regime, Italian resident individual Covered Bondholder holding the Covered Bonds not in connection with an entrepreneurial activity, resident partnerships not carrying out commercial activities and Italian private or public institutions not carrying out mainly or exclusively commercial activities may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Covered Bonds (the *risparmio amministrato* regime). Such separate taxation of capital gains is allowed subject to:
- (i) the Covered Bonds being deposited with Italian banks, SIMs or certain authorised financial intermediaries; and
  - (ii) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Covered Bondholder.

The depository must account for the *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Covered Bonds (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss. The depository must also 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 Covered Bondholder or using funds provided by the Covered Bondholder for this purpose. Under the *risparmio amministrato* regime, any possible capital loss resulting from a sale or redemption or certain other transfer of the Covered Bonds 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 Covered Bondholders are not required to declare the capital gains in the annual tax return.

- c) In the "*risparmio gestito*" regime, any capital gains realised by Italian resident individuals holding the Covered Bonds not in connection with an entrepreneurial activity, resident partnerships not carrying out commercial activities and Italian private or public institutions not carrying out mainly or exclusively commercial activities who have entrusted the management of their financial assets (including the Covered Bonds) to an authorised intermediary and have validly opted for the "*risparmio gestito*" 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. Any depreciation of the managed assets accrued at the year-end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. The Covered Bondholders are not required to declare the capital gains realised in the annual tax return.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not engaged in an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from Italian capital gain taxes, including the *imposta sostitutiva*, on capital gains realised upon sale or redemption of the Covered Bonds if the Covered Bonds 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 by Italian law.

Any capital gains realised by a Covered Bondholder who is a Fund will neither be subject to *imposta sostitutiva* on capital gains, nor to any other income tax in the hands of the relevant Covered Bondholders; the Collective Investment Fund Tax will be levied on proceeds distributed by the Fund or received by certain categories of unitholders upon redemption or disposal of the units.

Real Estate Funds are not subject to any substitute tax at the fund level nor to any other income tax in the hands of the Real Estate Fund. However, a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders/shareholders of the Real Estate Fund.

Any capital gains realised by a Covered Bondholder who is an Italian pension fund (subject to the regime provided for by article 17 of the Italian 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 a 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains realised upon sale or redemption of the Covered Bonds may be excluded from the taxable base of the 20 per cent. substitute tax if the Covered Bonds 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 by Italian law.

### **Non-Italian resident Covered Bondholder**

Capital gains realised by non-Italian resident Covered Bondholders without a permanent establishment in Italy to which the Covered Bonds are effectively connected, from the sale or redemption of Covered Bonds traded on regulated markets are not subject to the *imposta sostitutiva*. The exemption applies provided that the non-Italian resident Covered Bondholder, in certain cases, file in due course with the authorised financial intermediary an appropriate affidavit (*autocertificazione*) stating that the Covered Bondholder is not resident in Italy for tax purposes.

Capital gains realised by non-Italian resident Covered Bondholders, without a permanent establishment in Italy to which the Covered Bonds are effectively connected, from the sale or redemption of Covered Bonds not traded on regulated markets are not subject to the *imposta sostitutiva*, provided that the effective beneficiary is:

- (a) resident in a State included in the White List;
- (b) an international entity or body set up in accordance with international agreements which have entered into force in Italy;
- (c) a Central Bank or an entity which manages, inter alia, the official reserves of a foreign State; or
- (d) an "institutional investor", whether or not subject to tax, which is established in a State included in the White List.

If none of the conditions above is met, capital gains realised by non-Italian resident Covered Bondholders, without a permanent establishment in Italy to which the Covered Bonds are effectively connected, from the sale or redemption of Covered Bonds issued by an Italian resident issuer and not traded on regulated markets are subject to the *imposta sostitutiva* at the current rate of 26 per cent. However, Covered Bondholder may benefit from an applicable tax treaty with Italy providing that capital gains realised upon the sale or redemption of the Covered Bonds are to be taxed only in the resident tax country of the recipient.

### **Inheritance and gift taxes**

Transfers of any valuable asset (including the Covered Bonds or other securities) as a result of death or donation are taxed as follows:

- (a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or gift exceeding, for each

beneficiary, Euro 1,000,000;

- (b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or gift exceeding, for each beneficiary, Euro 100,000; and
- (c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or gift.

If the transfer is made in favour of persons with severe disabilities, the tax is levied at the rate mentioned above in (a), (b) and (c) on the value exceeding, for each beneficiary, Euro 1,500,000.

The transfer of financial instruments (including the Covered Bonds) as a result of death is exempt from inheritance tax when such financial instruments are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth by Italian law.

### **Transfer tax**

Contracts relating to the transfer of securities are subject to a Euro 200.00 registration tax as follows: (i) public deeds and notarised deeds are subject to mandatory registration; (ii) private deeds are subject to registration only in "case of use" (*caso d'uso*), in case of "explicit reference" (*enunciazione*) or in case of voluntary registration (*registrazione volontaria*).

### **Stamp Duty**

Pursuant to Article 13 of the tariff attached to Presidential Decree No. 642 of 26 October 1972 (**Decree No. 642**), a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by a financial intermediary to a Covered Bondholder in respect of any Covered Bonds which may be deposited with such financial intermediary. The stamp duty applies at a rate of 0.20 per cent.; this stamp duty is determined on the basis of the market value or – if no market value figure is available – the nominal value or redemption amount of the Covered Bonds held. The stamp duty cannot exceed Euro 14,000.00 if the Covered Bondholder is not an individual.

Stamp duty applies both to Italian resident Covered Bondholders and to non-Italian resident Covered Bondholders, to the extent that the Covered Bonds are held with an Italian-based financial intermediary.

The statement is deemed to be sent at least once a year, even for instruments for which is not mandatory nor the deposit nor the release nor the drafting of the statement. In case of reporting periods less than 12 months, the stamp duty is payable on a pro-rata basis.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy and Finance on 24 May 2012, the stamp duty applies to any investor who is a client – regardless of the fiscal residence of the investor – (as defined in the regulations issued by the Bank of Italy on 9 February 2011, as subsequently amended, supplemented and restated) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

### **Wealth Tax on securities deposited abroad**

According to the provisions set forth by Law No. 214 of 22 December 2011, as amended and supplemented,

individuals, non-profit entities and certain partnerships (*società semplici* or similar partnerships in accordance with Article 5 of Decree No. 917) resident in Italy for tax purposes holding the Covered Bonds outside the Italian territory are required to pay an additional tax at a rate of 0.20 per cent (starting from January 1, 2024, the wealth tax applies at a rate of 0.40 per cent if the Covered Bonds are held in a country listed in the Italian Ministerial Decree dated 4 May 1999, pursuant to the provisions of Law No. 213/2023). The wealth tax cannot exceed Euro 14,000.00 for taxpayers different from individuals. In this case the abovementioned stamp duty provided for by Article 13 of the tariff attached to Decree No. 642 does not apply.

This tax is calculated on the market value of the Covered Bonds at the end of the relevant year or – if no market value is available – the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal 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 abovementioned stamp duty provided for by Article 13 of the tariff attached to Decree No. 642 does apply.

### **Tax Monitoring**

According to the Law Decree No. 167 of 28 June 1990, converted with amendments into Law No. 227 of 4 August 1990, as amended from time to time, individuals, non-profit entities and certain partnerships (*società semplici* or similar partnerships in accordance with Article 5 of Decree No. 917) resident in Italy for tax purposes, under certain conditions, are required to report for tax monitoring purposes in their yearly income tax the amount of investments (including the Covered Bonds) directly or indirectly held abroad. The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the actual owner of the instrument.

Furthermore, the above reporting requirement is not required to comply with respect to: (i) Covered Bonds deposited for management with qualified Italian financial intermediaries; (ii) contracts entered into through the intervention of qualified Italian financial intermediaries, upon condition that the items of income derived from the Covered Bonds have been subject to tax by the same intermediaries; or (iii) if the foreign investments are only composed by deposits and/or bank accounts and their aggregate value does not exceed a Euro 15,000 threshold throughout the year.

### **Foreign Account Tax Compliance Act**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a foreign financial institution (as defined by FATCA) may be required to withhold on certain payments it makes (foreign passthru payments) to persons that fail to meet certain certification, reporting or related requirements. The issuer is a foreign financial institution for these purposes. A number of jurisdictions (including the Republic of Italy) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“IGAs”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Covered Bonds, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Covered Bonds, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Covered Bonds, such withholding tax would not apply

prior the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Covered Bonds characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). However, if additional Covered Bonds (as described under "Terms and Conditions—Further Issues") that are not distinguishable from previously issued Covered Bonds are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Covered Bonds, including the Covered Bonds offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Covered Bonds. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Covered Bonds, no person will be required to pay additional amounts as a result of the withholding.



## SUBSCRIPTION AND SALE

Covered Bonds may be sold from time to time by the Issuer to any one or more of the Dealers. The arrangements under which Covered Bonds may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in the Programme Agreement entered into, on or about 5 August 2024, between, *inter alia*, the Issuer, the Guarantor and the Dealer(s). Under the Programme Agreement, the Issuer and the Dealer(s) have agreed that any Covered Bonds of any Series which may from time to time be agreed between the Issuer and any Dealer(s) to be issued by the Issuer and subscribed for by such Dealer(s) shall be issued and subscribed for on the basis of, and in reliance upon, the representations, warranties, undertakings and indemnities made or given or provided to be made or given pursuant to the terms of the Programme Agreement. Any such agreement will, *inter alia*, make provision for the terms and conditions of the relevant Covered Bonds, the price at which such Covered Bonds will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Programme Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Series or Tranche of Covered Bonds.

### Selling restrictions

#### Prohibition of Sales to EEA Retail Investors

If the applicable Final Terms in respect of any Covered Bonds includes a legend entitled "Prohibition of Sales to EEA Retail Investors", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. 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**); or
  - (ii) a customer within the meaning of Directive (EU) 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 Regulation (EU) 2017/1129 (as amended, 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 Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Covered Bonds.

If the applicable Final Terms in respect of any Covered Bonds includes a legend entitled "Prohibition of Sales to EEA Retail Investors", in relation to each Member State of the European Economic Area, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Covered Bonds which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in that Member State except that it may, make an offer of such Covered Bonds 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) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer or distribution of Covered Bonds referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a Base Prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a Base Prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, (i) the expression an "offer of Covered Bonds to the public" in relation to any Covered Bonds 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 Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Covered Bonds, (ii) the expression Prospectus Regulation means Regulation (EU) 2017/1129, as amended from time to time.

### **Prohibition of Sales to UK Retail Investors**

If the applicable Final Terms in respect of any Covered Bonds includes a legend entitled "Prohibition of Sales to UK Retail Investors", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. 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 UK domestic law by virtue of the European Union (Withdrawal) Act 2018; or

(ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (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 UK domestic law by virtue of the European Union (Withdrawal) Act 2018; 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.

(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 Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Covered Bonds.

If the applicable Final Terms in respect of any Covered Bonds includes a legend entitled "Prohibition of Sales to UK Retail Investors", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Covered Bonds which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Covered Bonds to the public in the United Kingdom:

(a) at any time to any legal entity which is 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;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined

in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within section 86 of the FSMA.

For the purposes of this provision, (i) the expression “an offer of Covered Bonds to the public” in relation to any Covered Bonds means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds, (ii) the expression “Prospectus Regulation” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

### ***United States of America***

The Covered Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) and may not be offered or sold within the United States of America 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. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, it will not offer, sell or deliver Covered Bonds, (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in case of an issue of the Covered Bonds on a syndicated basis, the relevant lead manager, of all Covered Bonds of the Tranche of which such Covered Bonds are a part within the United States of America or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed and each further Dealer appointed under the Programme will be required to agree, that it will send to each Dealer to which it sells Covered Bonds during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Covered Bonds within the United States of America or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Covered Bonds an offer or sale of such Covered Bonds within the United States of America by any Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

### ***Japan***

The Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act no. 25 of 1948, as amended; the “**FIEA**”) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Covered Bonds, directly or indirectly, in Japan or to, or for the benefit of, resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act no. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

### ***The United Kingdom***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) 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 Covered Bonds in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor, as the case may be; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the United Kingdom.

### ***France***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, Covered Bonds to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Covered Bonds and that such offers, sales and distributions have been and will be made in France only to qualified investors (*investisseurs qualifiés*), other than individuals, all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-1, L.533-16 and L.533-20 of the French Code *monétaire et financier*.

### ***The Republic of Ireland***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell any Covered Bonds except in conformity with the provisions of the Prospectus Regulation and, where applicable, implementing measures in Ireland and the provisions of the Companies Acts 2014 of Ireland and every other enactment that is to be read together with any of those Acts;
- (b) in respect of Covered Bonds issued by Banca Sella which are not listed on a stock exchange and which do not mature within two years its action in any jurisdiction will comply with the then applicable laws and regulations of that jurisdiction, it will not knowingly offer to sell such Covered Bonds to an Irish resident, or to persons whose usual place of abode is Ireland, and that it will not knowingly distribute or cause to be distributed in Ireland any offering material in connection with such Covered Bonds. In addition, such Covered Bonds must be cleared through Euroclear, Clearstream, Luxembourg, or Depository Trust Company (or any other clearing system recognised for this purpose by the Revenue Commissioners) and have a minimum denomination of £300,000 or its equivalent at the date of issuance;
- (c) in respect of Covered Bonds issued by Banca Sella which are not listed on a stock exchange and which mature within two years, such Covered Bonds must have a minimum denomination of €500,000 or US\$500,000 or, in the case of Covered Bond which are denominated in a currency other than euro or US dollars, the equivalent in that other currency of €500,000 (such amount to be determined by reference to the relevant rate of exchange at the date of first publication of this Programme). In addition, such Covered Bonds must be cleared through Euroclear, Clearstream, Luxembourg or Depository Trust Company (or any other clearing system recognised for this purpose by the Revenue Commissioners);
- (d) it has only issued or passed on, and will only issue or pass on, any document received by it in connection with the issue of Covered Bonds to persons who are persons to whom the document may otherwise lawfully be issued or passed on;
- (e) it has complied and will comply with all applicable provisions of S.I. No. 60 of 2007, the European

Communities (Markets in Financial Instruments) Regulations 2007 and the provisions of the Investor Compensation Act 1998, with respect to anything done by it in relation to the Covered Bonds or operating in, or otherwise involving, Ireland is acting under and within the terms of an authorisation to do so for the purposes of Directive 2014/65/EU of the European Parliament and of the Council of the European Union of 21 April 2014 and it has complied with any applicable codes of conduct or practice made pursuant to implementing measures in respect of the foregoing Directive in any relevant jurisdiction;

- (f) it has not offered or sold or will not offer or sell any Covered Bonds other than in compliance with the provisions of the Central Bank Acts 1942–2013 (as amended) and any codes of conduct rules made thereunder; and
- (g) it has not offered or sold or will not offer or sell any Covered Bonds other than in compliance with the provisions of the Market Abuse (Directive 2003/6/EC) Regulations 2005 (as amended) and any rules issued under the Irish Companies Act 2014 by the Central Bank of Ireland.

### **Germany**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it shall only offer Covered Bonds in the Federal Republic of Germany in compliance with the provisions of the German Securities Prospectus Act (*Wertpapierprospektgesetz*) and any other laws applicable in the Federal Republic of Germany.

### **Republic of Italy**

The offering of Covered Bonds has not been registered with the *Commissione Nazionale per le Società e la Borsa* (“CONSOB”) pursuant to Italian securities legislation and, accordingly, no Covered Bonds may be offered, sold or delivered, nor may copies of the Base Prospectus or of any other document relating to any Covered Bonds be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of Regulation (EU) No. 1129 of 14 June 2017 (the “**PD Regulation**”) and Article 35, para. 1, lett. d), of CONSOB Regulation No. 20307 of 15 February 2018, as recalled by Article 34-ter, para. 1, lett. b), of CONSOB Regulation No. 11971 of 14 May 1999; or
- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the PD Regulation, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time,

provided that, in any case, the offer or sale of the notes in Italy shall be effected in accordance with all relevant Italian securities, tax and other applicable laws and regulations.

Any offer, sale or delivery of the Covered Bonds or distribution of copies of this Base Prospectus or any other document relating to the Covered Bonds in the Republic of Italy under (a) or (b) above must:

- (a) made by an investment firm (*impresa di investimento*), bank or financial intermediary *permitted* to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 58 of 24 February 1998, as amended (the “**Financial Law Consolidated Act**”), CONSOB Regulation No. 20307 of 15 February 2018 and the Legislative Decree No. 385 of 1 September 1993 (the “**Banking Act**”), as amended from time to time, and any other applicable law and regulation;
- (b) in *compliance* with Article 129 of the Banking Act, as amended from time to time, and the implementing guidelines of Bank of Italy, as amended from time to time, in relation to certain reporting obligations to the Bank of Italy on the issue or the offer of securities in Italy; and

- (c) in accordance with all applicable Italian laws and regulations, including all relevant Italian securities and tax laws and regulations and any limitations as may be imposed *from* time to time by CONSOB, the Bank of Italy or any other Italian authority.

### **Belgium**

Other than in respect of Covered Bonds for which "*Prohibition of Sales to Belgian Consumers*" is specified as "*Not Applicable*" in the applicable Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Covered Bonds may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a Belgian Consumer) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Covered Bonds, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Covered Bonds, directly or indirectly, to any Belgian Consumer.

### **General**

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Covered Bonds or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Covered Bonds or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Programme Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "*General*" above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in a supplement to this Base Prospectus.

## GENERAL INFORMATION

### Listing and Admission to Trading

This Base Prospectus has been approved as a base prospectus issued in compliance with the Prospectus Regulation by the *Commission de Surveillance du Secteur Financier* ("CSSF") in its capacity as competent authority in the Grand Duchy of Luxembourg for the purposes of the Prospectus Regulation. Application has been made for Covered Bonds issued under the Programme during the period of 12 months from the date of this Base Prospectus to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange

However, Covered Bonds may be issued pursuant to the Programme which will be unlisted or be admitted to listing, trading and/or quotation by such other competent authority, stock exchange or quotation system as the Issuer and the relevant Dealer(s) may agree.

The CSSF may, at the request of the Issuer, send to the competent authority of another Member State of the European Economic Area: (i) a copy of this Base Prospectus and (ii) a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Regulation.

### Authorisations

The establishment of the Programme has been duly authorised by the resolutions of the management board of the Issuer dated 30 April 2024, a resolution of the board of directors of the Banca Sella Holding dated 24 April 2024 and a resolution of the board of directors of the Guarantor dated 29 July 2024. The giving of the Covered Bond Guarantee has been duly authorised by the resolutions of the board of directors of the Guarantor dated 29 July 2024.

### Legal and Arbitration Proceedings

Except for the proceedings described under paragraph "*Legal and arbitration proceedings*" in the current page of this Base Prospectus, there are no governmental, legal or arbitration proceedings, (including any such proceedings which are pending or threatened, of which the Issuer or the Guarantor is aware), which may have, or have had during the 12-months prior to the date of this Base Prospectus, a significant effect on the financial position or profitability of the Issuer, the Group, its respective Subsidiaries or the Guarantor.

### Trend Information

Since 31 December 2023, there has been no material adverse change in the prospects of Banca Sella and the Sella Group.

Since 30 January 2024 (the date of incorporation of the Guarantor), there has been no material adverse change in the prospects of the Guarantor.

### No Significant Change

There has been no significant change in the financial performance and financial position of Banca Sella and the Sella Group since 31 March 2024.

There has been no significant change in the financial performance and financial position of Sella CB S.r.l. since 30 January 2024 (the date of incorporation of the Guarantor).

### Minimum Denomination

Where Covered Bonds issued under the Programme are admitted to trading on a regulated market within the

European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a base prospectus under the Prospectus Regulation, such Covered Bonds will not have a denomination of less than Euro 100,000 (or, where the Covered Bonds are issued in a currency other than Euro, the equivalent amount in such other currency).

### **Documents on Display**

So long as Covered Bonds are capable of being issued under the Programme, copies of the following documents will, when published, be available (in English translation, where necessary) free of charge during usual business hours on any weekday (except for Saturdays, Sundays and public holidays) for inspection at the registered office of the Issuer.

### **Documents available for inspection**

For so long as the Programme remains in effect or any Covered Bonds shall be outstanding and admitted to trading on the regulated market of the Luxembourg Stock Exchange, copies and, where appropriate, English translations of the following documents may be inspected during normal business hours at the registered office of the Luxembourg Listing Agent, namely:

- (i) the Programme Documents, of which only the Covered Bond Guarantee is available at <https://sellagroup.eu/covered-bond-banca-sella>;
- (ii) the Banca Sella Holding's memorandum of association (*Atto Costitutivo*) and by-laws (*Statuto*) as of the date hereof;
- (iii) the Issuer's memorandum of association (*Atto Costitutivo*) and by-laws (*Statuto*) as of the date hereof;
- (iv) the Guarantor's memorandum of association (*Atto Costitutivo*) and by-laws (*Statuto*) as of the date hereof;
- (v) the Issuer's audited separate (non-consolidated) financial statements and the relevant independent auditor's report as at and for the years ended on 31 December 2023;
- (vi) the Issuer's audited separate (non-consolidated) financial statements and the relevant independent auditor's report as at and for the years ended on 31 December 2022;
- (vii) the Banca Sella Holding's audited consolidated financial statements and the relevant independent auditor's report at 31 December 2023;
- (viii) the Banca Sella Holding's audited consolidated financial statements and the relevant independent auditor's report at 31 December 2022;
- (ix) the press release "*Sella, very positive results for 2023 as growth continues*" published on 9 February 2024;
- (x) the press release "*Sella, positive first quarter 2024 results*" published on 10 May 2024;
- (xi) a copy of this Base Prospectus together with any supplement thereto, if any, or further Base Prospectus;
- (xii) any Final Terms relating to Covered Bonds, which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system and any future offering circulars, prospectuses, and supplements to this Prospectus and any other documents incorporated herein or therein by reference. In the case of any Covered Bonds which are not admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, copies of the relevant Final Terms will only be available for inspection by the relevant Covered Bondholders.



Copies of all such documents shall also be available to Covered Bondholders, at least for ten years, at the Specified Office of the Representative of the Covered Bondholders and under the following area of the Issuer's website: <https://sellagroup.eu/covered-bond-banca-sella>.

### **Independent auditors**

On 23 April 2020, KPMG S.p.A. were appointed auditors of the Issuer for the financial years from 2020 to 2028. On 23 April 2020 KPMG S.p.A. were appointed auditors of Banca Sella Holding for the financial years from 2020 to 2028. On 29 July 2024 KPMG S.p.A. were appointed auditors of the Guarantor for the years ending December 2024 through December 2026.

KPMG S.p.A., is an independent audit firm whose registered office is at Via Vittor Pisani No. 25, 20124 – Milan (MI), Italy and it is registered under No. 70623 in the Register of Accountancy Auditors (Registro dei revisori legali) held by the Italian Ministry of Economics and Finance in compliance with the provision of Legislative Decree No. 39, January 27, 2010.

KPMG S.p.A. audited and rendered an unmodified audit report 2022 and 2023 Financial Statements.

### **Dealers transacting with the Issuer**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in lending, corporate finance, investment banking and/or commercial banking transactions with, and may perform other services for the Issuer and its affiliates in the ordinary course of business.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Covered Bonds issued under the Programme. Any such short positions could adversely affect future trading prices of Covered Bonds issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the purposes of this paragraph the term "affiliates" includes also the relevant parent companies of the Dealers.

### **Material Contracts**

Save for the Programme Documents described under section "*Overview of the Programme Document*" of this Base Prospectus, neither the Issuer nor the Guarantor nor any of their respective subsidiaries has entered into any contracts in the last two years outside the ordinary course of business that have been or may be reasonably expected to be material to their ability to meet their obligations to Covered Bondholders.

### **Clearing of the Covered Bonds**

The Covered Bonds have been accepted for clearance through Euronext Securities Milan, Euroclear and Clearstream. The appropriate common code and the International Securities Identification Number in relation to the Covered Bonds of each Series or Tranche will be specified in the relevant Final Terms. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Covered Bonds for clearance together with any further appropriate information.

**Websites**

Any websites included in the Base Prospectus are for information purposes only and do not form part of the Base Prospectus, except where that information has been incorporated by reference into this Prospectus. Other than the information incorporated by reference, the content of the websites has not been scrutinised or approved by the competent authority.

## GLOSSARY

**"Account Bank"** means Banca Sella, in its capacity as account bank, or any such other depository institution being an Eligible Institution as may be appointed as such pursuant to the Cash Allocation, Management and Payments Agreement.

**"Account Mandates"** means the resolutions, instructions and signature authorities relating to each of the Accounts, given in accordance with clause 4 (*Account Mandates*) of the Cash Allocation, Management and Payments Agreement.

**"Accounts"** means, collectively, the Collection Account, the Reserve Fund Account, the Expenses Account, the Guarantor Payments Account, the Back-up Collection Account, the Back-up Expenses Account, the Back-up Reserve Fund Account and the Back-up Guarantor Payments Account and any other account opened in the context of the Programme.

**"Adjusted Outstanding Principal Balance"** has the meaning ascribed to such term in clause 3.2 (*Amortisation Test Aggregate Loan Amount*) of the Cover Pool Management Agreement.

**"Affected Receivables"** has the meaning ascribed to such term under clause 8.1 (*Pagamento dell'Indennizzo*) of the Warranty and Indemnity Agreement.

**"Agents"** means each of the Account Bank, the Cash Manager, the Guarantor Calculation Agent, the Test Calculation Agent, the Issuer Paying Agent, the Guarantor Paying Agent, the Guarantor Corporate Servicer, the Back-up Servicer Facilitator, the Back-up Guarantor Paying Agent and the Back-up Account Bank.

**"Amortisation Test"** means the test which will be carried out pursuant clause 3 (*Amortisation Test*) of the Cover Pool Management Agreement in order to ensure, *inter alia*, that, on each Test Calculation Date following the delivery of an Issuer Default Notice (but prior to the service of a Guarantor Default Notice), the Amortisation Test Aggregate Loan Amount will be in an amount at least equal to the Euro Equivalent of the Outstanding Principal Amount of the issued Covered Bonds as calculated on the relevant Test Calculation Date.

**"Amortisation Test Aggregate Loan Amount"** has the meaning ascribed to such term in clause 3.2 (*Amortisation Test Aggregate Loan Amount*) of the Cover Pool Management Agreement.

**"Arranger"** means Banca Finint.

**"Article 74 Event"** means, in respect of the Issuer, the issue of a resolution pursuant to Article 74 of the Consolidated Banking Act.

**"Article 74 Event Cure Notice"** means the notice served by the Representative of the Covered Bondholders to the Issuer, the Seller, the Guarantor and the Asset Monitor informing that an Article 74 Event has been revoked.

**"Asset Coverage Test"** has the meaning ascribed to such term in clause 2.2.4 (*Asset Coverage Test*) of the Cover Pool Management Agreement.

**"Asset Monitor"** means BDO Italia S.p.A., acting in its capacity as asset monitor pursuant to the engagement letter entered into with the Issuer on or about the date hereof and the Asset Monitor Agreement.

**"Asset Monitor Agreement"** means the asset monitor agreement entered into on or about 5 August 2024 between, *inter alios*, the Asset Monitor and the Issuer.

**"Asset Monitor Report"** means the report to be prepared and delivered by the Asset Monitor to the Guarantor, the Test Calculation Agent, the Guarantor Calculation Agent, the Representative of the Covered Bondholders and the Issuer in accordance with the Asset Monitor Agreement.

**"Asset Percentage"** means, on any Test Calculation Date and/or on any other date on which the Asset Coverage

Test is to be performed under the Cover Pool Management Agreement or under other Programme Documents, as the case may be, the lower of (a) 92 per cent. and (b) such lower percentage figure determined by the Issuer on behalf of the Guarantor in accordance with the Rating Agency's methodologies (after procuring the level of *overcollateralization* in order to comply with the Asset Coverage Test following such change), notified using the *pro-forma* notice attached under Schedule 1 of the Cover Pool Management Agreement to the Guarantor, the Guarantor Calculation Agent, the Servicer, the Asset Monitor, the Rating Agency, and the Representative of the Covered Bondholders and published in the relevant Test Performance Report as the new Asset Percentage.

**"Asset Swap Agreement"** means any asset swap agreement that may be entered into between the Guarantor and an Asset Swap Provider.

**"Asset Swap Provider"** means the entity acting as such under any Asset Swap Agreement.

**"Attività Finanziarie Deteriorate"** means any Receivable which has been classified as "*attività finanziarie deteriorate*" pursuant to the Circular of the Bank of Italy No. 272 of 30 July 2008 containing the "*Matrice dei Conti*", as subsequently amended and supplemented.

**"Authorised Signatory"** means, in relation to the Seller or any other person, any person who is duly authorised and in respect of whom the Guarantor has received a certificate signed by a director or another Authorised Signatory of the Seller or such other person setting out the name and signature of such person and confirming such person's authority to act.

**"Availability Period"** means the period starting on date of the signing of the Subordinated Loan Agreement and ending on the date on which all Series of Covered Bonds issued in the context of the Programme have been cancelled or redeemed in full in accordance with the respective Final Terms.

**"Back-up Account Bank"** means BNP Paribas, in its capacity of back-up account bank, or any other entity being an Eligible Institution which may be appointed from time to time as such pursuant to the Cash Allocation, Management and Payments Agreement.

**"Back-up Collection Account"** means the Euro denominated account established in the name of the Guarantor with the Back-up Account Bank, IBAN IT 04 J 03479 01600 000802703100, or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Back-up Expenses Account"** means the Euro denominated account established in the name of the Guarantor with the Back-up Account Bank, IBAN IT 78 K 03479 01600 000802703101, or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Back-up Guarantor Paying Agent"** means BNP Paribas in its capacity as back-up guarantor paying agent, or any other entity which may be appointed from time to time as such pursuant to the Cash Allocation, Management and Payments Agreement.

**"Back-up Guarantor Payments Account"** means the Euro denominated account established in the name of the Guarantor with the Back-up Account Bank, IBAN IT 32 M 03479 01600 000802703103, or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Back-up Reserve Fund Account"** means the Euro denominated account established in the name of the Guarantor with the Back-up Account Bank, IBAN IT 55 L 03479 01600 000802703102, or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Back-up Servicer Facilitator"** means Banca Finint in its capacity as back-up servicer facilitator, or any other entity which may be appointed as such from time to time pursuant to the Cash Allocation, Management and

Payments Agreement.

"**Banca Finint**" means Banca Finanziaria Internazionale S.p.A..

"**Banca Sella**" means Banca Sella S.p.A.

"**Bank of Italy Regulations**" (*Regolamento della Banca d'Italia*) means the regulations relating to covered bonds contained in Part III, Chapter 3 of the "*Disposizioni di Vigilanza per le Banche*" (*Circolare* No. 285 of 17 December 2013), as amended and supplemented from time to time.

"**Base Interest**" means the interest payable by the Guarantor to the Subordinated Lender in accordance with the Subordinated Loan Agreement.

"**BNP Paribas**" means BNP Paribas.

"**Business Crisis and Insolvency Code**" means the Legislative Decree no. 14 of 12 January 2019 (as amended and supplemented from time to time), containing the regulations of the "Business Crisis and Insolvency Code" (*Codice della Crisi d'Impresa e dell'Insolvenza*).

"**Business Day**" (*Giorno Lavorativo*) means any day on which commercial banks are open for business in Milan and Luxembourg and in which the real time gross settlement system operated by the Eurosystem (T2) or the substitutive system is open.

"**Calculation Date**" means both prior to and after the delivery of a Guarantor Default Notice, the date falling on the second Business Day immediately preceding each Guarantor Payment Date.

"**Calculation Period**" means each Collection Period and, after the delivery of a Test Performance Report assessing that a breach of Test has occurred, each period beginning on (and including) the first day of the month and ending on (and including) the last day of the same calendar month until such time the relevant breach of Test has been cured or otherwise remedied in accordance with the Cover Pool Management Agreement.

"**Cash Allocation, Management and Payments Agreement**" means the cash allocation, management and payments agreement, entered into on or about 5 August 2024 between, *inter alios*, the Cash Manager, the Account Bank, the Issuer Paying Agent, the Guarantor Paying Agent, the Test Calculation Agent, the Guarantor, the Issuer, the Seller, the Servicer, the Subordinated Lender, the Guarantor Calculation Agent, the Back-up Servicer Facilitator, the Guarantor Corporate Servicer, the Representative of the Covered Bondholders, the Back-up Guarantor Paying Agent and the Back-up Account Bank.

"**Cash Manager**" means Banca Sella, in its capacity as cash manager, or any other entity being an Eligible Institution which may be appointed from time to time as such pursuant to the Cash Allocation, Management and Payments Agreement.

"**Civil Code**" means the Italian civil code, enacted by Royal Decree No. 262 of 16 March 1942, as amended and supplemented from time to time.

"**Clearstream**" means Clearstream Banking, société anonyme, Luxembourg.

"**Collateral Security**" means any security (including any loan mortgage insurance and excluding Mortgages) granted to the Seller by any Debtor in order to guarantee or secure the payment and/or repayment of any amounts due under the relevant Residential Mortgage Loan Agreement.

"**Collection Account**" means the Euro denominated account established in the name of the Guarantor with the Account Bank, IBAN IT35V0326822300052875895952, or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

"**Collection Accounts**" means, together with the Collection Account, the account that may be opened and

maintained by the Guarantor in accordance with the Cash Allocation, Management and Payments Agreement.

**"Collection Date"** means the last calendar day of March, June, September and December of each year.

**"Collection Period"** means each quarterly period commencing on (and including) the first calendar day of January, April, July and October of each year and ending on (and including) the last calendar day of March, June, September and December and, in the case of the first Collection Period, commencing on (and excluding) the Initial Valuation Date and ending on (and including) the last day of September 2024 (included).

**"Collections"** means all amounts received or recovered by the Servicer in respect of the assets comprised in the Cover Pool.

**"Commingling Amount"** means (a) if no Issuer Downgrading Event has occurred or is outstanding an amount equal to 0 (zero) or (b) an amount calculated quarterly by the Issuer (or the Servicer, as the case may be) equal to the maximum expected aggregate amount of principal monthly collections and recoveries calculated in respect of the next quarter and considering a 5% constant prepayment ratio per annum, or any other higher amount designated as such by the Issuer (or the Servicer, as the case may be) and notified to the Rating Agency.

**"Common Criteria"** means the criteria listed in schedule 2 (*Criteria Comuni per la selezione ed identificazione dei Crediti*) to the Master Assets Purchase Agreement.

**"Conditions"** means the terms and conditions of the Covered Bonds and **"Condition"** means a clause of them.

**"CONSOB"** means *Commissione Nazionale per le Società e la Borsa*.

**"Consolidated Banking Act"** means Legislative Decree No. 385 of 1 September 1993 as amended and supplemented from time to time.

**"Corporate Services Agreement"** means the corporate services agreement entered into on or about 1 August 2024, between the Guarantor and the Guarantor Corporate Servicer, pursuant to which the Guarantor Corporate Servicer will provide certain administration services to the Guarantor.

**"Covered Bonds"** means any and all the covered bonds (*obbligazioni bancarie garantite*) issued or to be issued by the Issuer pursuant to the terms and subject to the conditions of the Programme Agreement.

**"Covered Bond Guarantee"** means the guarantee issued by the Guarantor for the purpose of guaranteeing the payments due by the Issuer to the Covered Bondholders and the Other Issuer Creditors, in accordance with the provisions of the Securitisation and Covered Bond Law and the Bank of Italy Regulations.

**"Covered Bond Instalment Amount"** means the principal amount of a Series of Covered Bonds to be redeemed on a Covered Bond Instalment Date as specified in the relevant Final Terms.

**"Covered Bond Instalment Date"** means a date on which a principal instalment is due on a Series of Covered Bonds as specified in the relevant Final Terms.

**"Covered Bond Instalment Extension Determination Date"** means, with respect to any Covered Bond Instalment Date, the date falling 7 (seven) Business Days after such Covered Bond Instalment Date.

**"Covered Bondholders"** means the holders of each Series of Covered Bonds.

**"Cover Pool"** means the cover pool constituted by, collectively, any Eligible Assets held by the Guarantor in accordance with the provisions of the Securitisation and Covered Bond Law and the Bank of Italy Regulations.

**"Cover Pool Management Agreement"** means the cover pool management agreement entered into on or about 5 August 2024 between, *inter alios*, the Issuer, the Guarantor, the Seller, the Test Calculation Agent, the Asset Monitor and the Representative of the Covered Bondholders.

"**Counterparty Risk Assessment**" and "**CRA**" means (i) the opinion on the likelihood of a default by an issuer on certain senior operating obligations and other contractual commitments, assigned to legal entities by the Rating Agency, or (ii) should such opinion by the Rating Agency not be available, a type of rating equivalent to the ones provided under the definition of "Eligible Institution".

"**CRR**" means Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, as amended and supplemented from time to time.

"**Credit and Collection Policy**" means the procedures for the management, collection and recovery of the Receivables attached as schedule 1 (*Procedura di Riscossione*) to the Servicing Agreement.

"**Criteria**" means, collectively, the Common Criteria, the Specific Criteria and any Further Criteria.

"**Dealer(s)**" means Mediobanca and any other entity which may be nominated as such by the Issuer upon execution of a letter in the terms or substantially in the terms set out in schedule 5 (*Form of Dealer Accession Letter*) to the Programme Agreement.

"**Debtor**" means any borrower and any other person, other than a Mortgagor, who entered into a Residential Mortgage Loan Agreement as principal debtor or guarantor or who is liable for the payment or repayment of amounts due in respect of a Residential Mortgage Loan, as a consequence, *inter alia*, of having granted any Collateral Security or having assumed the borrower's obligation pursuant to a Residential Mortgage Loan Agreement under an *accollo*, or otherwise.

"**Decree No. 239**" means Legislative Decree number 239 of 1 April 1996, as amended and/or supplemented from time to time.

"**Decree No. 461**" means the Legislative Decree number 461 of 21 November 1997, as amended from time to time.

"**Deed of Charge**" means the English law deed of charge that may be entered into between the Guarantor and the Representative of the Covered Bondholders (acting on behalf of the Covered Bondholders and the Other Creditors).

"**Deed of Pledge**" means the Italian law deed of pledge entered into, on or about 5 August 2024, between the Guarantor and the Representative of the Covered Bondholders (acting on behalf of the Covered Bondholders and of the Other Creditors).

"**Defaulted Receivable**" means any Receivables which has been for at least 180 consecutive days In Arrears, or which has been classified as a *credito in sofferenza* pursuant to the Servicing Agreement.

"**Defaulting Party**" has the meaning ascribed to that term in the relevant Swap Agreement.

"**Delinquent Receivable**" means any Receivable in respect of which there are 1 (one) or more Instalments due and not paid by the relevant Debtor for more than 30 days and which has not been classified as Defaulted Receivable.

"**Determination Date**" has the meaning given to it in the applicable Final Terms.

"**Drawdown Date**" means the date on which a Term Loan is advanced under the Subordinated Loan Agreement during the Availability Period.

"**Earliest Maturing Covered Bonds**" means, at any time, the Series of Covered Bonds that has or have the earliest Maturity Date (if the relevant Series of Covered Bonds is not subject to an Extended Maturity Date) or Extended Maturity Date (if the relevant Series of Covered Bonds is subject to an Extended Maturity Date) as specified in

the relevant Final Terms.

**"Early Termination Amount"** has the meaning ascribed to such term in the Terms and Conditions.

**"Eligible Asset Swap Agreement"** means any eligible Asset Swap agreement that may be entered into between the Guarantor and each Asset Swap Provider, which meets the requirements of article 7-decies of the Securitisation and Covered Bond Law.

**"Eligible Assets"** means the assets contemplated under Article 7-*novies* of the Securitisation and Covered Bond Law which are the Residential Mortgage Loans, the Eligible Swap Agreements and the Liquidity Assets.

**"Eligible Cover Pool"** means the aggregate amount of Eligible Assets (including any sum standing to the credit of the Accounts) included in the Cover Pool provided that (i) any Defaulted Receivable and those Eligible Assets for which a breach of the representations and warranties granted under each Warranty and Indemnity Agreement has occurred and has not been remedied will not be considered for the purpose of the calculation and (ii) any Residential Mortgage Loan in respect of which the LTV on the basis of the Latest Valuation exceed the percentage limit set forth under article 129, paragraph 1, lett. (d) of the CRR, will be calculated up to an amount of principal which – taking into account the market value of the relevant Real Estate Asset – allows the compliance with such percentage limit.

**"Eligible Institution"** means any bank organised under the laws of any country which is a member of the European Union or the United Kingdom or of the United States (to the extent that United States are a country for which a 0% risk weight is applicable in accordance with the Bank of Italy's prudential regulations for banks – standardised approach), (i) whose short-term deposits are rated at least "P-3" by Moody's (or any other rating level from time to time provided for in the Rating Agency's criteria that do not affect the current rating of the outstanding Covered Bonds) and whose long-term deposits are rated at least "Baa3" by Moody's (or any other rating level from time to time provided for in the Rating Agency's criteria that do not affect the current rating of the outstanding Covered Bonds), or (ii) whose obligations are guaranteed by an entity whose short term bank deposit rating is at least "P-3" by Moody's (or any other rating level from time to time provided for in the Rating Agency's criteria that do not affect the current rating of the outstanding Covered Bonds), and whose long-term bank deposit rating is at least "Baa3" by Moody's (or any other rating level from time to time provided for in the Rating Agency's criteria that do not affect the current rating of the outstanding Covered Bonds).

**"Eligible Investment"** means any senior (unsubordinated) debt securities or other debt instruments (including without limitation, commercial paper, certificate of deposits and bonds) which:

- a) are denominated in Euro;
- b) have a maturity not exceeding the next following Eligible Investment Maturity Date or which are repayable on demand at par together with accrued and unpaid interest, without penalty;
- c) (except in case of deposits) are in the form of bonds, notes, commercial papers or other financial instruments (i) rated at least "Baa3" and/or "P-3" by Moody's, if the relevant maturity is up to the earlier of the next Eligible Investment Maturity Date and 30 calendar days, or (ii) if greater than 30 calendar days, which may be liquidated without loss within to the earlier of the next Eligible Investment Maturity Date and 30 calendar days of a downgrade below "P-3" by Moody's; or
- d) (except in case of deposits) are in the form of bonds, notes, commercial papers or other financial instruments (i) rated at least "Baa2" and/or "P-2" by Moody's, if the relevant maturity is up to the earlier of a) the next Eligible Investment Maturity Date and b) greater than 30 and up to 90 calendar days, or (ii) if greater than 90 calendar days, which may be liquidated without loss within the next Eligible Investment Maturity Date; or



- e) (except in case of deposits) are in the form of bonds, notes, commercial papers or other financial instruments rated at least "A3" and/or "P-1" by Moody's; or
- f) in the case of a deposits, to the extent that such deposits are held by an Eligible Institution rated at least "Baa3" and/or "P-3" by Moody's; or
- g) securities lending transactions with the counterparty acting as borrower regulated under the global master securities lending agreements governed by English law provided that (a) the underlying securities comply with the requirements set out in paragraph (i), (ii) and (iii) above, (b) the counterparty acting as borrower of the Guarantor acting as lender under the securities lending transaction is a credit institution (including, without limitation, the Account Bank, to the extent they qualify as Eligible Institutions) qualifying as an Eligible Institution, (c) such securities lending transactions are immediately repayable on demand subject to a notice period, disposable without penalty or loss or have a maturity date falling no later than the immediately following Eligible Investment Maturity Date, (d) the counterparty acting as borrower of the Guarantor has acceded to the Intercreditor Agreement and has agreed to be bound by the provisions thereof and (e) in case of downgrade of the relevant counterparty below the minimum ratings by Moody's, the Guarantor shall terminate in advance the securities lending transaction within 35 calendar days from the downgrade,

*provided that* (i) such Eligible Investment shall not prejudice the rating assigned to each Series of Covered Bond and shall provide a fixed principal amount at maturity (such amount not being lower than the initially invested amount), (ii) in any event such debt securities or other debt instruments do not consist, in whole or in part, actually or potentially of credit-linked notes or similar claims nor may any amount available to the Guarantor in the context of the Programme otherwise be invested in asset-backed securities, irrespective of their subordination, status, or ranking at any time, and (iii) if any such investments consist of exposures to credit institutions, they shall be exposures to credit institutions qualifying for "credit quality step" 1 or "credit quality step" 2, or exposures in the form of deposits with an original maturity not exceeding 100 days to credit institutions qualifying for "credit quality step" 3 under the CRR.

**"Eligible Investment Maturity Date"** means the 5<sup>th</sup> (fifth) Business Days before each Guarantor Payment Date.

**"Eligible Liability Swap Agreement"** means the eligible Swap Agreements that may be entered into on or about each Issue Date between the Guarantor and a Liability Swap Provider, which meets the requirements of article 7-*decies* of the Securitisation and Covered Bond Law.

**"Eligible Swap Agreement"** means each Eligible Asset Swap Agreement, Eligible Liability Swap Agreement and any other swap agreement which meets the requirements of article 7-*decies* of the Securitisation and Covered Bond Law.

**"EURIBOR"** means, with respect to the Covered Bonds, (i) the Euro-Zone Inter-Bank offered rate for Euro deposits, as determined from time to time pursuant to the Programme Documents, or (ii) if such rate is unavailable at such time for Euro deposits, then the rate for the relevant Interest Period shall be calculated pursuant to Condition 6 (i) (*Fallback Provisions*).

**"Euro", "€" and "EUR"** refer to the single currency of member states of the European Union which adopt the single currency introduced in accordance with the treaty establishing the European Community.

**"Euroclear"** means Euroclear Bank S.A./N.V..

**"Euro Equivalent"** means at any date, in relation to any amount or payment referred to a loan, a bond, an agreement or any other asset the amount or payment referred to such loan, bond, agreement or asset at such

date denominated in Euro where the exchange rate correspond to (i) the current exchange rate fixed by the Servicer in accordance with its usual practice at that time for calculating that equivalent should any currency hedging agreement be not in place or (ii) the exchange rate indicated in the relevant currency hedging agreement be in place.

**"Euronext Securities Milan"** means Euronext Securities Milan, having its registered office at Piazza Affari, 6, 20123 Milan, Italy.

**"Euronext Securities Milan Account Holders"** means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Euronext Securities Milan (as *intermediari aderenti*) in accordance with Article 83-*quater* of the Financial Law Consolidated Act.

**"Euronext Securities Milan Mandate Agreement"** means the agreement entered into on or about the First Issue Date between the Issuer and Euronext Securities Milan.

**"European Economic Area"** means the region comprised of member states of the European Union which adopt the Euro in accordance with the Treaty.

**"Excess Receivables"** means, in relation to the Cover Pool and on each Test Calculation Date, those Receivables the aggregate Outstanding Principal of which is equal to: (i) any amount by reason of which the Portfolios comprised in the Cover Pool are in excess (as nominal value, interest coverage and net present value) of any Eligible Assets necessary to satisfy all Tests on the relevant Test Calculation Date; minus (ii) the aggregate Outstanding Principal of those Receivables indicated by the Servicer as Affected Receivables pursuant to the provisions of clause 8.1 (*Payment of Indemnity*) of the Warranty and Indemnity Agreement.

**"Expenses"** means any documented fees, costs, expenses and taxes required to be paid to any third party creditors (other than the Covered Bondholders, the Other Issuer's Creditors and the Other Creditors) arising in connection with the Programme, and required to be paid (as determined in accordance with the Corporate Services Agreement) in order to preserve the existence of the Guarantor or to comply with applicable laws and legislation.

**"Expenses Account"** means the Euro denominated account established in the name of the Guarantor with the Account Bank, IBAN IT12W0326822300052875895953, or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Extended Instalment Date"** means the date on which a principal instalment in relation to a Series of Covered Bonds becomes due and payable pursuant to the extension of the relevant Covered Bond Instalment Date as specified in the relevant Final Terms.

**"Extended Maturity Date"** means the date on which final redemption payments in relation to a specific Series of Covered Bonds becomes due and payable pursuant to the extension of the relevant Maturity Date in accordance with the relevant Final Terms.

**"Extension Determination Date"** means, with respect to any Series of Covered Bonds, the date falling 7 (seven) Business Days after (and including) the Maturity Date of such Series of Covered Bonds.

**"Extraordinary Resolution"** has the meaning ascribed to such term in the Rules of Organisation of the Covered Bondholders.

**"Final Maturity Date"** means the date on which all the Series of Covered Bond are redeemed in full or cancelled.

**"Final Terms"** means, in relation to any issue of any Series of Covered Bonds, the relevant terms contained in the applicable Programme Documents and, in case of any Series of Covered Bonds to be admitted to listing, the final terms submitted to the appropriate listing authority on or before the Issue Date of the applicable Series

of Covered Bonds.

"**Financial Law Consolidated Act**" means Legislative Decree number 58 of 24 February 1998 as amended from time to time.

"**First Guarantor Payment Date**" means 28 October 2024.

"**First Issue Date**" means the date of issuance of the first Series of Covered Bonds.

"**FSMA**" means the Financial Service and Markets Act 2000.

"**Further Criteria**" means the criteria identified in accordance with clause 2.4.3 (*Criteria Ulteriori*) of the Master Assets Purchase Agreement.

"**Guarantee Priority of Payments**" means the order of priority pursuant to which the Guarantor Available Funds shall be applied, on each Guarantor Payment Date following the delivery of an Issuer Default Notice, but prior to the delivery of a Guarantor Default Notice, in accordance with the terms of the Intercreditor Agreement.

"**Guaranteed Amounts**" means the amounts due from time to time from the Issuer to (i) the Covered Bondholders with respect to each Series of Covered Bonds (excluding any additional amounts payable to the Covered Bondholders under Condition 9(a) (*Gross-up by the Issuer*) and (ii) the Other Issuer Creditors pursuant to the relevant Programme Documents.

"**Guarantor**" means Sella CB S.r.l., acting in its capacity as guarantor pursuant to the Covered Bond Guarantee.

"**Guarantor Available Funds**" means, collectively, the Interest Available Funds and the Principal Available Funds.

"**Guarantor Calculation Agent**" means Banca Finint acting as guarantor calculation agent, or any such other institution as may be appointed pursuant to the Cash Allocation, Management and Payments Agreement.

"**Guarantor Corporate Servicer**" means Banca Finint, acting in its capacity as corporate servicer of the Guarantor pursuant to the Corporate Services Agreement.

"**Guarantor Default Notice**" means the notice to be delivered by the Representative of the Covered Bondholders to the Guarantor upon the occurrence of a Guarantor Event of Default.

"**Guarantor Event of Default**" means any of the following events or circumstances:

- (i) *Non-payment*: following delivery of an Issuer Default Notice, the Guarantor fails to pay any interest and/or principal due and payable under the Covered Bond Guarantee and such breach is not remedied within the next following 15 Business Days, in case of amounts of interests, or 20 Business Days, in case of amounts of principal or redemption, as the case may be; or
- (ii) *Insolvency*: an Insolvency Event occurs with respect to the Guarantor; or
- (iii) *Breach of other obligation*: a breach of any obligation under the Programme Documents by the Guarantor occurs (other than payment obligations referred to in letter (i) above) which is not remedied within 30 days after the Representative of the Covered Bondholders has given written notice thereof to the Guarantor; or
- (iv) *Breach of Amortisation Test*: following the service of an Issuer Default Notice (provided that, in case the Issuer Event of Default consists of an Article 74 Event, the Representative of the Covered Bondholders has not delivered an Article 74 event Cure Notice), the Amortisation Test is breached and is not remedied within the Test Grace Period; or
- (v) *Invalidity of the Covered Bond Guarantee*: the Covered Bond Guarantee is not in full force and effect or it is claimed by the Guarantor not to be in full force and effect.

**"Guarantor Paying Agent"** means Banca Sella, acting in its capacity as guarantor paying agent, or any such other institution as may be appointed pursuant to the Cash Allocation, Management and Payments Agreement.

**"Guarantor Payments Account"** means the Euro denominated account established in the name of the Guarantor and held with the Account Bank, IBAN IT63Y0326822300052875895955 or such other substitute account as may be opened in accordance with the Cash Allocation, Management and Payments Agreement.

**"Guarantor Payment Date"** means (a) prior to the delivery of a Guarantor Default Notice, the date falling on the 27<sup>th</sup> day of January, April, July and October of each year or, if such day is not a Business Day, the immediately following Business Day and the First Guarantor Payment Date will be 28 October 2024; and (b) following the delivery of a Guarantor Default Notice, any day on which any payment is required to be made by the Representative of the Covered Bondholders in accordance with the Post-Enforcement Priority of Payments, the relevant Final Terms and the Intercreditor Agreement.

**"Guarantor Payment Period"** means any period commencing on (and including) a Guarantor Payment Date and ending on (but excluding) the immediately following Guarantor Payment Date.

**"IFRS"** means the International Financial Reporting and Accounting Standards issued by the International Accounting Standard Board (IASB).

**"In Arrears"** means, in respect of any Residential Mortgage Loans, any amount which has become due and payable by the relevant obligor or guarantor but has remained unpaid for more than 5 (five) consecutive Business Days.

**"Individual Purchase Price"** means, with respect to each Receivable transferred pursuant to the Master Assets Purchase Agreements: (i) the *Ultimo Valore di Iscrizione in Bilancio* (as defined under the Master Definitions Agreement) of the relevant Receivable minus all principal and interest collections (with respect only to the amounts of interest which constitute the *Ultimo Valore di Iscrizione in Bilancio*) received by the Seller with respect to the relevant Receivables from the date of the most recent financial statements of the Seller up to the relevant Transfer Date (included) and increased of the amount of interest accrued and not yet collected on such Receivables during the same period; or, at the option of the Seller (ii) such other value, as indicated by the Seller in the Transfer Notice, as will allow the Seller to consider each duty or tax due as if the relevant Receivables had not been transferred for the purpose of article 7-*viciester*, of the Securitisation and Covered Bond Law.

**"Initial Portfolio"** means the initial portfolio of Eligible Assets comprising Receivables which has been purchased by the Guarantor from the Seller pursuant to the Master Assets Purchase Agreement.

**"Initial Valuation Date"** means 31 July 2024, at 12:00 p.m.

**"Insolvency Event"** means:

- (A) in respect of the Issuer, that the Issuer is subject to *liquidazione coatta amministrativa* as defined in the Consolidated Banking Act; and
- (B) in respect of any company, entity, or corporation other than the Issuer, that:
  - (i) such company, entity or corporation has become subject to any applicable procedure of judicial liquidation, liquidation, administrative compulsory liquidation, any insolvency proceedings pursuant to the legislation applicable from time to time (including, *inter alia* and by way of example, pursuant to and for the purposes of the Business Crisis and Insolvency Code), instrument or measure for the regulation of crisis and insolvency (including, without limitation, and merely by way of example, the "*concordato preventivo*", "*piano di ristrutturazione soggetto a*

*omologazione*", "*accordi di ristrutturazione dei debiti*", as well as the "*piano attestato di risanamento*" pursuant to the Business Crisis and Insolvency Code), insolvency and/or restructuring procedures or procedures or similar instruments/measures pursuant to the legislation applicable from time to time (including, but not limited to, application for liquidation, restructuring, dissolution procedures, access to any of the measures set forth in the Business Crisis and Insolvency Code) or the whole or any substantial part of the undertaking or assets of such company, entity or corporation are subject to a *pignoramento* or any procedure having a similar effect (other than in the case of the Guarantor, any portfolio of assets purchased by the Guarantor for the purposes of further programme of issuance of Covered Bonds), unless in the opinion of the Representative of the Covered Bondholders (who may in this respect rely on the advice of a legal adviser selected by it), such proceedings are being disputed in good faith with a reasonable prospect of success; or

- (ii) an application for the commencement (and/or access to) of any of the proceedings under (i) above is made in respect of or by such company or corporation or such proceedings are otherwise initiated against such company, entity or corporation and, in the opinion of the Representative of the Covered Bondholders (who may in this respect rely on the advice of a legal adviser selected by it), the commencement of such proceedings are not being disputed in good faith with a reasonable prospect of success; or
- (iii) such company, entity or corporation takes any action for a re-adjustment 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, in case of the Guarantor, the creditors under the Programme Documents) 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 applies for suspension of payments; or
- (iv) an order is made or an effective resolution is passed for the winding-up, liquidation or dissolution in any form of such company, entity or corporation or any of the events under article 2484 of the Italian Civil Code occurs with respect to such company, entity or corporation (except in any such case a winding-up, corporate reorganization or other proceeding for the purposes of or pursuant to a solvent amalgamation or reconstruction, the terms of which have been previously approved in writing by the Representative of the Covered Bondholders); or
- (v) such company, entity or corporation becomes subject to any proceedings equivalent or analogous to those above under the law of any jurisdiction in which such company or corporation is deemed to carry on business.

**"Instalment"** means with respect to each Residential Mortgage Loan Agreement, each instalment due from the relevant Debtor thereunder and which consists of an Interest Instalment and a Principal Instalment or consists of an Interest Instalment only.

**"Insurance Companies"** means the companies with whom the Insurance Policies are held.

**"Insurance Policies"** means the insurance policies taken out with the Insurance Companies in relation to each Real Estate Asset and each Residential Mortgage Loan.

**"Intercreditor Agreement"** means the intercreditor agreement entered into on or about 5 August 2024 between the Guarantor and the Other Creditors.

**"Interest Available Funds"** means in respect of any Calculation Date, the aggregate of:

- (a) interest collected by or on behalf of the Guarantor in respect of the Cover Pool and credited into

the Collection Account during the Collection Period immediately preceding the relevant Calculation Date;

- (b) all recoveries in the nature of interest and fees received by the Servicer and credited to the Collection Account during the Collection Period immediately preceding the relevant Calculation Date;
- (c) all amounts of interest accrued (net of any withholding or expenses, if due) and paid on the Accounts (except for the Expenses Account) during the Collection Period immediately preceding the relevant Calculation Date;
- (d) all interest deriving from the Eligible Investments made using funds standing to the credit of the Accounts realized on or before the immediately preceding Eligible Investment Maturity Date and not yet included in the Interest Available Funds at the previous Calculation Date;
- (e) any payment received on or immediately prior to such Guarantor Payment Date from any Swap Provider other than any Swap Collateral Excluded Amounts and any principal payments under the Swap Agreements;
- (f) all interest amounts received from the Seller by the Guarantor pursuant to the Master Assets Purchase Agreement during the Collection Period immediately preceding the relevant Calculation Date;
- (g) the Reserve Fund Amount standing to the credit of the Reserve Fund Account;
- (h) any amounts (other than the amounts already allocated under other items of the Guarantor Available Funds and other than any principal amounts) received by the Guarantor from any party to the Programme Documents during the Collection Period immediately preceding the relevant Calculation Date; and
- (i) any interest amount recovered by the Guarantor from the Issuer after the enforcement of the Covered Bond Guarantee during the Collection Period immediately preceding the relevant Calculation Date.

**"Interest Coverage Test"** has the meaning ascribed to such term in clause 2.2.3 (*Interest Coverage Test*) of the Cover Pool Management Agreement.

**"Interest Instalment"** means the interest component of each Instalment.

**"Interest Payment Date"** means any date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case).

**"Investors Report Date"** means 2 (two) Business Day after each Guarantor Payment Date.

**"Investors Report"** means the report to be prepared and delivered by the Guarantor Calculation Agent on or prior to the Investors Report Date, to the Issuer, the Guarantor, the Seller, the Representative of the Covered

Bondholders, the Rating Agency, the Servicer, the Guarantor Paying Agent and the Issuer Paying Agent, setting out certain information with respect to the Covered Bond and the Cover Pool.

"**Issue Date**" has the meaning ascribed to such term, with respect to each Series of Covered Bonds, in the relevant Final Terms.

"**Issuer**" means Banca Sella, acting in its capacity as issuer pursuant to the Programme Agreement.

"**Issuer Default Notice**" means the notice to be delivered by the Representative of the Covered Bondholders to the Issuer and the Guarantor upon the occurrence of an Issuer Event of Default.

"**Issuer Downgrading Event**" means the long term Counterparty Risk Assessment on the Issuer being downgraded below the PA Rating.

"**Issuer Event of Default**" means any of the following events and circumstances:

- (i) *Non-payment*: the Issuer fails to pay any amount of interest and/or principal due and payable on any Series of Covered Bonds at their relevant Interest Payment Date and such breach is not remedied within the next 15 Business Days, in case of amounts of interest, or 20 Business Days, in case of amounts of principal or redemption, as the case may be; or
- (ii) *Breach of other obligation*: a material breach by the Issuer of any obligation under or in respect of the Covered Bond (of any Series or Tranche outstanding) or any of the Programme Documents to which it is a party occurs which is not remedied within 30 days after the Representative of the Covered Bondholders has given written notice thereof to the Issuer; or
- (iii) *Cross-default*: any of the events described in paragraphs (i) to (ii) above occurs in respect of any other Series of Covered Bonds; or
- (iv) *Insolvency*: an Insolvency Event occurs with respect to the Issuer; or
- (v) *Article 74 resolution*: a resolution pursuant to article 74 of the Consolidated Banking Act is issued in respect of the Issuer; or
- (vi) *Cessation of business*: the Issuer ceases to carry on its primary business; or
- (vii) *Breach of the Statutory Tests and the Asset Coverage Tests*: any of the Statutory Tests and the Asset Coverage Tests are breached and are not remedied within the Test Grace Period.

"**Issuer Paying Agent**" means Banca Sella, acting in its capacity as issuer paying agent, or any such other institution as may be appointed pursuant to the Cash Allocation, Management and Payments Agreement.

"**Latest Valuation**" means, at any time with respect to any Real Estate Asset the most recent valuation of the relevant property performed in accordance with the Bank of Italy's "Regulations for supervision of banks" (Circular No. 285 of 17 December 2013, as from time to time amended).

"**Liabilities**" means in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgments, actions, proceedings or other liabilities whatsoever including legal fees and any taxes and penalties incurred by that person, together with any VAT or similar tax charged or chargeable in respect of any sum referred in this definition.

"**Liability Swap Agreements**" means the swap agreements that may be entered into on or about each Issue Date between the Guarantor and a Liability Swap Provider.

"**Liability Swap Provider**" means any entity acting as a liability swap provider to the Guarantor pursuant to a Liability Swap Agreement.

**"Liquidity Reserve Requirement"** has the meaning ascribed to such term in clause 2.6 (*Liquidity Reserve Requirement*) of the Cover Pool Management Agreement.

**"LTV"** means, with respect to a Residential Mortgage Loan, the Loan-to-Value ratio, determined as the ratio between the value of a Residential Mortgage Loan and the value of the relevant Real Estate Asset as calculated in accordance with the applicable Prudential Regulations.

**"Luxembourg Listing Agent"** means BNP Paribas, Luxembourg Branch.

**"Mandate Agreement"** means the mandate agreement entered into on or about 5 August 2024 between the Representative of the Covered Bondholders and the Guarantor.

**"Margin"** has the meaning ascribed to such term under the Final Terms.

**"Master Definitions Agreement"** means means the master definitions agreement entered into on or about the date hereof between, *inter alia*, the Issuer, the Guarantor and the other parties to the Programme.

**"Master Assets Purchase Agreement"** means the master assets purchase agreement entered into on or about 1 August 2024 between the Guarantor and the Seller.

**"Maturity Date"** means each date on which final redemption payments for a Series of Covered Bonds become due in accordance with the Final Terms but subject to it being extended to the Extended Maturity Date.

**"Member State"** means a member State of the European Union.

**"Monthly Collection Period"** means each monthly period beginning on the first day of each month (included) and ending on the last day of each month (included).

**"Monthly Servicer's Report"** means the monthly report prepared by the Servicer on each Monthly Servicer's Report Date and containing details on the Collections of the Receivables during the relevant Collection Period, prepared in accordance with the Servicing Agreement and delivered by the Servicer, *inter alios*, to the Guarantor and the Asset Monitor.

**"Monthly Servicer's Report Date"** means (a) prior to the delivery of a Guarantor Default Notice, the date falling on the 10<sup>th</sup> (tenth) calendar day of each month of each year, or if such day is not a Business Day, the immediately following Business Day; and (b) following the delivery of a Guarantor Default Notice, such date as may be indicated by the Representative of the Covered Bondholders, it being understood that the first Monthly Servicer's Report Date shall be 10 September 2024.

**"Monthly Test Calculation Date"** means, following the delivery of a Test Performance Report assessing that a breach of Test has occurred, the 19<sup>th</sup> day of the month immediately following the date of such Test Performance Report and, thereafter, the 19<sup>th</sup> day of each month until the end of the relevant Test Grace Period in accordance with the Cover Pool Management Agreement, or, if any such day is not a Business Day, the immediately following Business Day.

**"Moody's"** means Moody's Italia S.r.l..

**"Mortgages"** means the mortgage security interests (*ipoteche*) created on the Real Estate Assets pursuant to Italian law in order to secure claims in respect of the Receivables.

**"Mortgagor"** means any person, either a borrower or a third party, who has granted a Mortgage in favour of the Seller to secure the payment or repayment of any amounts payable in respect of a Residential Mortgage Loan, and/or his/her successor in interest.

**"Negative Carry Factor"** means "0.5%" or such higher percentage procured by the Issuer on behalf of the Guarantor and notified to the Representative of the Covered Bondholders and to the Test Calculation Agent.



**"Net Liquidity Outflows"** means all payment outflows falling due on one day, including principal and interest payments, net of all payment inflows falling due on the same day for claims related to the Cover Pool, calculated in accordance with article 7-*duodecies* of the Securitisation and Covered Bond Law and the Bank of Italy Regulations, it being understood that, if the Maturity Date of a Series is extendable to the relevant Extended Maturity Date, the Outstanding Principal Amount of such Series to be taken into account shall be based on the relevant Extended Maturity Date and not on the relevant Final Maturity Date.

**"Net Present Value Test"** has the meaning ascribed to such term in clause 2.2.2 (*Net Present Value*) of the Cover Pool Management Agreement.

**"Net Present Value"** has the meaning ascribed to such term in clause 2.4 (*Net Present Value Test*) of the Cover Pool Management Agreement.

**"New Portfolio"** means any portfolio (other than the Initial Portfolio), comprising Eligible Assets, which may or shall (as applicable) be purchased by the Guarantor from the Seller pursuant to the terms and subject to the conditions of the Master Assets Purchase Agreement and/or the Cover Pool Management Agreement.

**"Nominal Value"** has the meaning ascribed to such term in clause 2.3 (*Nominal Value Test*) of the Cover Pool Management Agreement.

**"Nominal Value Test"** has the meaning ascribed to such term in clause 2.2.1 (*Nominal Value Test*) of the Cover Pool Management Agreement.

**"Obligations"** means all the obligations of the Guarantor created by or arising under the Programme Documents.

**"Official Gazette of the Republic of Italy"** or **"Official Gazette"** means the *Gazzetta Ufficiale della Repubblica Italiana*.

**"Optional Redemption Amount (Call)"** shall have the meaning ascribed under the Conditions.

**"Optional Redemption Amount (Put)"** shall have the meaning ascribed under the Conditions.

**"Optional Redemption Date"** shall have the meaning ascribed to it under the Conditions.

**"Organisation of the Covered Bondholders"** means the association of the Covered Bondholders, organised pursuant to the Rules of the Organisation of the Covered Bondholders.

**"Other Creditors"** means the Seller, the Subordinated Lender, the Servicer, the Representative of the Covered Bondholders, the Guarantor Calculation Agent, the Test Calculation Agent, the Guarantor Corporate Servicer, the Issuer Paying Agent, the Guarantor Paying Agent, the Back-up Guarantor Paying Agent, the Account Bank, the Back-up Account Bank, the Asset Monitor, the Stichting Corporate Services Provider, each Asset Swap Provider (if any), the Portfolio Manager (if any), the Cash Manager, the Back-up Servicer Facilitator and any other creditors which may, from time to time, be identified as such in the context of the Programme.

**"Other Issuer Creditors"** means any entity – other than the Issuer – acting as Issuer Paying Agent, any Liability Swap Provider, the Asset Monitor and any other Issuer's creditor which may from time to time be identified as such in the context of the Programme.

**"Outstanding Principal"** means, on any given date and in relation to any Receivable, the sum of all (i) Principal Instalments due but unpaid at such date; and (ii) the Principal Instalments not yet due at such date.

**"Outstanding Principal Amount"** means, on any date in respect of any Series of Covered Bonds or, where applicable, in respect of all Series of Covered Bonds:

- (i) the principal amount of such Series or, where applicable, all such Series upon issue; *minus*

(ii) the aggregate amount of all principal which has been repaid prior to such date in respect of such Series or, where applicable, all such Series and, solely for the purposes of Title II (*Meetings of the Covered Bondholders*) of the Rules of the Organisation of Covered Bondholders, the principal amount of any Covered Bonds in such Series of (where applicable) all such Series held by, or by any Person for the benefit of, the Issuer or the Guarantor.

**"Outstanding Principal Balance"** means on any date, (i) in relation to a loan, a bond or any other asset included in the Cover Pool, the aggregate nominal principal amount outstanding of such loan, bond or asset at such date, and (ii) in relation to the Covered Bonds, the aggregate nominal principal amount outstanding of such Covered Bonds at such date as the case may be.

**"PA Rating"** means (i) in case of a CRA assigned by the Rating Agency, Baa3, and (ii) in case such CRA is not available, any equivalent rating level that do not affect the current rating of the outstanding Covered Bonds.

**"Paying Agents"** means the Issuer Paying Agent, the Guarantor Paying Agent and the Back-up Guarantor Paying Agent.

**"Payment Holiday"** means in respect of a Residential Mortgage Loan, the period of deferral of the payment of its interest and/or principal instalments in accordance with (i) the application of moratoria provisions from time to time granted to Debtors by any laws, agreements between Italian banking associations and national consumer associations, the Bank of Italy or other regulatory bodies regulations, or (ii) the agreement reached by the Servicer and the Debtors.

**"Person"** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality.

**"Portfolio"** means, collectively, the Initial Portfolio and any New Portfolios which has been purchased and will be purchased by the Guarantor pursuant to the Master Assets Purchase Agreement.

**"Portfolio Manager"** means the entity appointed as such in accordance with clause 5.6 (*Portfolio Manager*) of the Cover Pool Management Agreement.

**"Post-Enforcement Priority of Payments"** means the order of priority pursuant to which the Guarantor Available Funds shall be applied on each Guarantor Payment Date, following the delivery of a Guarantor Default Notice, in accordance with the Intercreditor Agreement.

**"Potential Set-Off Amount"** means (a) if no Issuer Downgrading Event has occurred or is outstanding an amount equal to 0 (zero) or (b) if an Issuer Downgrading Event has occurred and is outstanding, an amount of the Cover Pool that could potentially be set-off by the relevant Debtors against any credit owed by any such Debtor towards the Seller. Such amount will be calculated by the Test Calculation Agent (based on the aggregate information provided by the Servicer) on a quarterly basis on each Test Calculation Date and/or on each other date on which the Asset Coverage Test is to be carried out pursuant to the provisions of the Cover Pool Management Agreement or any other Programme Documents.

**"Pre-Issuer Event of Default Interest Priority of Payments"** means the order of priority pursuant to which the Interest Available Funds shall be applied on each Guarantor Payment Date, prior to the delivery of an Issuer Default Notice in accordance with the Intercreditor Agreement.

**"Pre-Issuer Event of Default Principal Priority of Payments"** means the order of priority pursuant to which the Principal Available Funds shall be applied on each Guarantor Payment Date, prior to the delivery of an Issuer Default Notice in accordance with the Intercreditor Agreement.

**"Premium Interest"** means the premium payable by the Guarantor to the Seller in accordance with the

Subordinated Loan Agreement, as determined thereunder.

**"Principal Available Funds"** means in respect of any Calculation Date, the aggregate of:

- (a) all principal amounts collected by the Servicer in respect of the Cover Pool and credited to the Collection Account net of the amounts applied to purchase Eligible Assets during the Collection Period immediately preceding the relevant Calculation Date;
- (b) all other recoveries in the nature of principal received by the Servicer and credited to the Collection Account during the Collection Period immediately preceding the relevant Calculation Date;
- (c) all principal amounts received from the Seller by the Guarantor pursuant to the Master Assets Purchase Agreement during the Collection Period immediately preceding the relevant Calculation Date;
- (d) the proceeds of any disposal and any disinvestment of Eligible Assets made using funds standing to the credit of the Accounts realized on or before the immediately preceding Eligible Investment Maturity Date and not yet included in the Principal Available Funds at the previous Calculation Date;
- (e) any other principal amounts standing to the credit of the Accounts during the Collection Period immediately preceding the relevant Calculation Date;
- (f) any principal amounts (other than the amounts already allocated under other items of the Principal Available Funds) received by the Guarantor from any party to the Programme Documents during the Collection Period immediately preceding the relevant Calculation Date;
- (g) where applicable, any swap principal payable under the Swap Agreements other than any Swap Collateral Excluded Amounts;
- (h) any amount paid under the Term Loan and not repaid, standing to the credit of the Collection Accounts;
- (i) all the amounts allocated pursuant to item *Sixth* of the Pre-Issuer Event of Default Interest Priority of Payments; and
- (j) principal amount recovered by the Guarantor from the Issuer after the enforcement of the Covered Bond Guarantee during the Collection Period immediately preceding the relevant Calculation Date.

**"Principal Instalment"** means the principal component of each Instalment.

**"Priority of Payments"** means each of the Pre-Issuer Event of Default Interest Priority of Payments, the Pre-Issuer Event of Default Principal Priority of Payments, the Guarantee Priority of Payments and the Post-Enforcement Priority of Payments.

**"Programme"** means the programme for the issuance of each Series of Covered Bonds (*obbligazioni bancarie garantite*) by the Issuer in accordance with Title 1–*bis* of the Securitisation and Covered Bond Law.

**"Programme Agreement"** means the programme agreement entered into on or about 5 August 2024 between, *inter alios*, the Guarantor, the Seller, the Issuer, the Representative of the Covered Bondholders and the Dealer(s).

**"Programme Documents"** means the Master Assets Purchase Agreement, each Transfer Agreement, the Servicing Agreement, the Warranty and Indemnity Agreement, the Cash Allocation, Management and Payments Agreement, the Programme Agreement, each Subscription Agreement, the Cover Pool Management Agreement, the Intercreditor Agreement, the Subordinated Loan Agreement, the Asset Monitor Agreement, the Covered Bond Guarantee, the Corporate Services Agreement, the Swap Agreements (if any), the Mandate Agreement, the Quotaholders' Agreement, the Stichting Corporate Services Agreement, the Conditions, the Deed of Pledge, the Deed of Charge (if any), the Master Definitions Agreement, each Final Terms and any other agreement which

will be entered into from time to time in connection with the Programme, each such agreements as amended and supplemented from time to time.

"**Programme Resolution**" has the meaning given in the Rules of the Organisation of Covered Bondholders attached to the Conditions.

"**Prospectus**" or "**Base Prospectus**" means the prospectus prepared in connection with the issue of the Covered Bonds and the establishment and any update of the Programme, as supplemented from time to time.

"**Prospectus Regulation**" means Regulation (EU) 2017/1129 of 14 June 2017, as amended from time to time.

"**Prudential Regulations**" means the prudential regulations for banks issued by the Bank of Italy on 17 December 2013 with Circular No. 285 (*Disposizioni di vigilanza per le banche*) as amended and supplemented from time to time.

"**Put Option Notice**" means a notice of exercise relating to the put option contained in Condition 7(f) (*Redemption at the option of the Covered Bondholders*), substantially in the form set out in schedule 5 to the Cash Allocation, Management and Payments Agreement, or such other form which may, from time to time, be agreed between the Issuer and the Issuer Paying Agent or Guarantor Paying Agent, as the case may be.

"**Quarterly Servicer's Report**" means the quarterly report delivered by the Servicer on each Quarterly Servicer's Report Date and containing details on the Collections of the Receivables during the relevant Collection Periods prepared in accordance with the Servicing Agreement and delivered by the Servicer to, *inter alios*, the Guarantor, the Guarantor Corporate Servicer, the Guarantor Calculation Agent, the Representative of the Covered Bondholders and the Rating Agency.

"**Quarterly Servicer's Report Date**" means (a) prior to the delivery of a Guarantor Default Notice, the date falling on the 13<sup>th</sup> calendar day of January, April, July and October of each year or if such day is not a Business Day, the immediately following Business Day and (b) following the delivery of a Guarantor Default Notice, such date as may be indicated by the Representative of the Covered Bondholders, it being understood that the first Quarterly Servicer's Report Date shall be 14 October 2024.

"**Quotaholders**" means Stichting Campana and Banca Sella Holding.

"**Quotaholders' Agreement**" means the agreement entered into on or about 1 August 2024, between Banca Sella, Stichting Campana, Banca Sella Holding, the Guarantor and the Representative of the Covered Bondholders.

"**Rating Agency**" means (i) Moody's and any of its successors or assignees, and (ii) any other rating agency which may be selected from time to time by the Issuer in relation to any issuance of Covered Bonds or for the remaining duration of the Programme, to the extent that any of them at the relevant time provides ratings in respect of any Series of Covered Bonds.

"**Real Estate Assets**" means the real estate properties which have been mortgaged in order to secure the Receivables and each of them the "**Real Estate Asset**".

"**Receivables**" means each and every right arising under the Residential Mortgage Loans pursuant to the Residential Mortgage Loan Agreements, including but not limited to:

- (i) all rights in relation to all Outstanding Principal of the Residential Mortgage Loans as at the relevant Transfer Date;
- (ii) all rights in relation to interest (including default interest) amounts which will accrue on the Residential Mortgage Loans as from the relevant Transfer Date;
- (iii) all rights in relation to the reimbursement of expenses and in relation to any losses, costs, indemnities

and damages and any other amount due to the Seller in relation to the Residential Mortgage Loans, the Residential Mortgage Loan Agreements, including penalties and any other amount due to the Seller in the case of prepayments of the Residential Mortgage Loans, and to the warranties and insurance related thereto, including the rights in relation to the reimbursement of legal, judicial and other possible expenses incurred in connection with the collection and recovery of all amounts due in relation to the Residential Mortgage Loans up to and as from the relevant Transfer Date;

- (iv) all rights in relation to any amount paid pursuant to any Insurance Policy or guarantee in respect of the Residential Mortgage Loans of which the Seller is the beneficiary or is entitled pursuant to any liens (*vincoli*);
- (v) all of the above together with the Mortgages and any other security interests (*garanzie reali o garanzie personali*) assignable as a result of the assignment of the Receivables (except for the *fidejussioni omnibus* which have not been granted exclusively in relation to or in connection with the Residential Mortgage Loans), including any other guarantee granted in favour of the Seller in connection with the Residential Mortgage Loans or the Residential Mortgage Loan Agreements and the Receivables.

**"Records"** means the records prepared pursuant to clause 11.1 (*Duty to maintain Records*) of the Cash Allocation, Management and Payments Agreement.

**"Representative of the Covered Bondholders"** means Banca Finanziaria Internazionale S.p.A., acting in its capacity as representative of the Covered Bondholders pursuant to the Intercreditor Agreement, the Programme Agreement, the Deed of Pledge, the Deed of Charge (if any), the Conditions and the Final Terms of each Series of Covered Bonds.

**"Reserve Fund Account"** means the Euro denominated account established in the name of the Guarantor with the Account Bank IBAN IT86X0326822300052875895954, or such other substitute account as may be opened in accordance with the Cash Allocation Management and Payments Agreement.

**"Reserve Fund Amount"** means, on each Guarantor Payment Date, an amount equal to the sum of:

- (i) (A) interest accruing in respect of all outstanding Series of Covered Bonds during the immediately following Guarantor Payment Period (such that, (a) if Liability Swap Agreements are in place for a Series of Covered Bonds, such interest amounts accruing will be the higher of the amount due to the Liability Swap Provider or the amount due to the Covered Bondholders of such Series, (b) if Liability Swap Agreements are not in place for a Series of Covered Bonds, such interest amounts accruing will be the amount due to the Covered Bondholders of such Series and (c) if Liability Swap Agreements are in place for a portion of a Series of Covered Bonds, such interest amounts accruing will be the sum of (i) for the portion of the Series covered by the Liability Swap Agreement, the higher of the amount due to the Liability Swap Provider and the amount due to the Covered Bondholders of such Series, and (ii) for the remaining portion, the interest amounts accruing will be the proportional amount due to the Covered Bondholders of such Series) as calculated by the Guarantor Calculation Agent on or prior to each Calculation Date, *plus* (B) prior to the service of an Issuer Default Notice, the aggregate estimated amount to be paid by the Guarantor on the second Guarantor Payment Date following the relevant Calculation Date in respect of the items (*First*)(a) to (*Third*) of the Pre- Issuer Event of Default Interest Priority of Payments, as calculated by the Guarantor Calculation Agent; *plus*
- (ii) any additional amount that the Issuer has voluntarily resolved to accumulate as reserve in order to create an additional stock to procure that the Statutory Tests and the Liquidity Reserve Requirement are met with respect to the Cover Pool.

**"Residential Assets"** means the Real Estate Assets with respect to Residential Mortgage Loans.

**"Residential Mortgage Loan"** means the loans secured by residential mortgage having the features set forth under article 129, paragraph 1, lett. (d) of CRR and article 7-*novies*, paragraph 2, of the Securitisation and Covered Bond Law (as amended and supplemented from time to time).

**"Residential Mortgage Loan Agreement"** means any residential mortgage loan agreement out of which Receivables arise and secured by mortgage over Residential Assets.

**"Resolution Event"** means the starting of a resolution procedure vis-à-vis the Issuer pursuant to Legislative Decree No. 180/2015 and subject to the relevant implementing measures adopted by the competent resolution authority.

**"Retention Amount"** means Euro 40,000.

**"Rules of the Organisation of the Covered Bondholders"** or **"Rules"** means the rules of the Organisation of the Covered Bondholders attached as exhibit to the Conditions of the Covered Bonds.

**"Securities Act"** means the U.S. Securities Act of 1933, as amended and supplemented from time to time.

**"Securitisation and Covered Bond Law"** means Law No. 130 of 30 April 1999 as amended from time to time.

**"Security"** means the security created pursuant to the Deed of Pledge and the Deed of Charge (if any).

**"Seller"** means Banca Sella, in its capacity as seller, pursuant to the Master Assets Purchase Agreement.

**"Series"** or **"Series of Covered Bonds"** means each series of Covered Bonds issued in the context of the Programme.

**"Servicer"** means Banca Sella, in its capacity as servicer pursuant to the Servicing Agreement.

**"Servicer Termination Event"** means any of the events set out under clause 8.1 (*Casi di revoca del mandato del Servicer*) of the Servicing Agreement, which allows the Guarantor to terminate the Servicer's appointment and appoint a Substitute Servicer pursuant to the Servicing Agreement.

**"Servicing Agreement"** means the servicing agreement entered into on or about 1 August 2024 between the Guarantor, the Issuer and the Servicer.

**"Sole Affected Party"** means an Affected Party as defined in the relevant Swap Agreement which at the relevant time is the only Affected Party under such Swap Agreement.

**"Specific Criteria"** means (i) with respect to the Initial Portfolio, the criteria listed in schedule 3 (*Criteri Specifici in relazione al Portafoglio Iniziale*) to the Master Assets Purchase Agreement; or (ii) with respect to each New Portfolio, the criteria listed in Annex A of the relevant Transfer Notice of the New Portfolio.

**"Specified Currency"** means the currency as may be agreed from time to time by the Issuer, the relevant Dealer(s), the Issuer Paying Agent or the Guarantor Paying Agent, as the case may be and the Representative of the Covered Bondholders (as set out in the applicable Final Terms).

**"Specified Office"** means with respect to the Account Bank, the Guarantor Paying Agent the Cash Manager, the Test Calculation Agent and the Issuer Paying Agent Piazza Gaudenzio Sella, 1, 13900, Biella, Italy, and with respect to the Guarantor Calculation Agent and Corporate Servicer Via V. Alfieri, 1, 31015, Conegliano (TV), Italy.

**"Specified Period"** has the meaning given in the relevant Final Terms.

**"Statutory Tests"** means such tests provided for under article 7-*undecies* of the Securitisation and Covered Bond Law and namely: (i) the Nominal Value Test, (ii) the Net Present Value Test and (iii) the Interest Coverage

Test, as further defined under clause 2 (*Statutory Tests, Asset Coverage Test and Liquidity Reserve Requirement*) of the Cover Pool Management Agreement.

"**Stichting Corporate Services Agreement**" means the stichting corporate services agreement entered into on or about 5 August 2024 between, *inter alios*, Stichting Campana, the Stichting Corporate Services Provider and the Guarantor.

"**Stock Exchange**" means the Luxembourg Stock Exchange's main regulated market, Bourse de Luxembourg.

"**Subordinated Lender**" means Banca Sella, in its capacity as subordinated lender pursuant to the Subordinated Loan Agreement.

"**Subordinated Loan Agreement**" means the subordinated loan agreement entered into on or about 1 August 2024 between the Subordinated Lender and the Guarantor.

"**Subscription Agreement**" means each subscription agreement entered into on or about the Issue Date of each Series of Covered Bonds between each Dealer and the Issuer.

"**Subsidiary**" has the meaning ascribed to such term in Article 2359 of the Italian Civil Code.

"**Substitute Servicer**" means the successor to the Servicer which may be appointed by the Guarantor, upon the occurrence of a Servicer Termination Event, pursuant to clause 8.4 (*Sostituto del Servicer*) of the Servicing Agreement.

"**Swap Agreements**" means, collectively, each Asset Swap Agreement, Liability Swap Agreement and any other swap agreement that may be entered into in connection with the Programme.

"**Swap Collateral**" means the collateral which may be transferred by the Swap Providers to the Guarantor in support of its obligations under the Swap Agreements.

"**Swap Collateral Excluded Amounts**" means at any time, the amounts of Swap Collateral which may not be applied under the terms of the relevant Swap Agreement at that time in satisfaction of the relevant Swap Provider's obligations to the Guarantor or, as the case may be, the Issuer including Swap Collateral which is to be returned to the relevant Swap Provider from time to time in accordance with the terms of the Swap Agreements and ultimately upon termination of the relevant Swap Agreement.

"**Swap Providers**" means, collectively, the Asset Swap Providers, the Liability Swap Providers and the providers of any other swap agreements entered into in connection with the Programme.

"**T2 Settlement Day**" means any day on which the means the real time gross settlement system operated by the Eurosystem (T2) combining the functionalities of a Real Time Gross Settlement (RTGS) system with those of a Central Liquidity Management (CLM) system and which was launched on 20 March 2023 is open.

"**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.

"**Tests**" means, collectively, the Statutory Tests, the Asset Coverage Test, the Liquidity Reserve Requirement and the Amortisation Test.

"**Test Calculation Agent**" means Banca Sella, acting as test calculation agent or any other institution that, from time to time, may be appointed as such pursuant to the Cash Allocation, Management and Payments Agreement.

"**Test Calculation Date**" means the date which falls 5 (five) Business Days prior to each Guarantor Payment Date or the Monthly Test Calculation Date or any other date on which any Tests are to be carried out pursuant to the

provisions of the Cover Pool Management Agreement and the other Programme Documents.

**"Test Grace Period"** means the period starting from the Test Calculation Date on which the breach of a test is notified by the Test Calculation Agent and ending on the immediately following Test Calculation Date.

**"Test Performance Report"** means the report to be delivered on each Test Calculation Date by the Test Calculation Agent pursuant to the terms of the Cover Pool Management Agreement.

**"Total Commitment"** with respect to the Subordinated Lender, has the meaning ascribed to such term under the Subordinated Loan Agreement.

**"Tranche"** means the tranche of Covered Bonds issued under the Programme to which each Final Terms relates, each such tranche forming part of a Series.

**"Transfer Agreement"** means any subsequent transfer agreement for the purchase of each New Portfolio entered into in accordance with the terms of the Master Assets Purchase Agreement.

**"Transfer Date"** means: (a) with respect to the Initial Portfolio, the date designated by the Seller in the Master Assets Purchase Agreement; and (b) with respect to the New Portfolios, the date designated by the Seller in the relevant Transfer Notice.

**"Transfer Notice"** means, in respect to each New Portfolio, such transfer notice which will be sent by the Seller and addressed to the Guarantor in the form set out in schedule 5 (*Modello di proposta di cessione di Nuovi Portafogli*) to the Master Assets Purchase Agreement.

**"Treaty"** means the treaty establishing the European Community.

**"Usury Law"** means the Law number 108 of 7 March 1996 as amended from time to time together with Decree number 394 of 29 December 2000 which has been converted in law by Law number 24 of 28 February 2001 as amended from time to time.

**"Value Added Tax" or "VAT"** means *Imposta sul Valore Aggiunto (IVA)* as defined in D.P.R. number 633 of 26 October 1972.

**"Valuation Date"** means (a) with reference to the Initial Portfolio, the Initial Valuation Date and (b) with reference to New Portfolios, the date indicated as such in the relevant Transfer Notice.

**"Warranty and Indemnity Agreement"** means the warranty and indemnity agreement entered into on or about 1 August 2024 between the Seller and the Guarantor.



**ISSUER, SERVICER and SELLER**

**Banca Sella S.p.A.**

Piazza Gaudenzio Sella, 1

13900 Biella – Italy

**GUARANTOR**

**Sella CB S.r.l.**

Via Vittorio Alfieri, 1

31015 Conegliano (TV) – Italy

**ARRANGER**

**Banca Finanziaria Internazionale S.p.A.**

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