

DATED

MARCH 2024

**DRIVER UK MULTI-COMPARTMENT S.A.,**  
acting for and on behalf of its **Compartment Driver UK eight**  
(as the Issuer)

- and -

**VOLKSWAGEN FINANCIAL SERVICES (UK) LIMITED**  
(as the Seller, the Subordinated Lender and the Servicer)

- and -

**CITIGROUP GLOBAL MARKETS LIMITED, LLOYDS BANK CORPORATE MARKETS**  
**WERTPAPIERHANDELSBANK GMBH and SOCIÉTÉ GÉNÉRALE S.A.**  
(as Joint Lead Managers)

**LLOYDS BANK CORPORATE MARKETS PLC**  
(as Arranger)

- and -

**THE BANK OF NEW YORK MELLON, LONDON BRANCH**  
(as the Account Bank, the Interest Determination Agent, the Paying Agent and the  
Cash Administrator)

- and -

the further parties listed on pages 1 et seq of this Incorporated Terms Memorandum

**INCORPORATED TERMS MEMORANDUM**



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**CONTENTS**

<b>CLAUSE</b>	<b>PAGE</b>
<b>MASTER DEFINITIONS SCHEDULE</b>	<b>3</b>
<b>1. DEFINITIONS</b>	<b>3</b>
<b>2. INTERPRETATION</b>	<b>40</b>
<b>COMMON TERMS</b>	<b>43</b>
<b>1. FURTHER ASSURANCE</b>	<b>43</b>
<b>2. ENTIRE AGREEMENT</b>	<b>43</b>
<b>3. APPLICATION OF COMMON TERMS</b>	<b>43</b>
<b>4. REMEDIES AND WAIVERS</b>	<b>43</b>
<b>5. AMENDMENTS</b>	<b>43</b>
<b>6. SEVERABILITY</b>	<b>44</b>
<b>7. ADDRESSES AND NOTICES</b>	<b>44</b>
<b>8. COUNTERPARTS</b>	<b>48</b>
<b>9. THE SECURITY TRUSTEE AS A PARTY</b>	<b>48</b>
<b>10. NON-PETITION AND LIMITED RECOURSE</b>	<b>48</b>
<b>11. OBLIGATIONS AS CORPORATE OBLIGATIONS</b>	<b>49</b>
<b>12. NO LIEN AND NO SET-OFF</b>	<b>49</b>
<b>13. THIRD PARTY BENEFIT</b>	<b>49</b>
<b>14. GOVERNING LAW</b>	<b>49</b>
<b>15. JURISDICTION</b>	<b>50</b>
<b>16. PROCESS AGENTS</b>	<b>50</b>
<b>17. CONFIDENTIALITY</b>	<b>50</b>
<b>SIGNATORIES</b>	<b>51</b>

THIS INCORPORATED TERMS MEMORANDUM is signed on March 2024

**BETWEEN:**

- (1) **Driver UK Multi-Compartment S.A.**, a public limited company (*société anonyme*) incorporated under the laws of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under registration number B 189.629 and having its registered office at 22-24 Boulevard Royal, L-2449 Luxembourg, acting for and on behalf of its Compartment Driver UK eight, as issuer (the "**Issuer**");
- (2) **Volkswagen Financial Services (UK) Limited**, a limited company incorporated under the laws of England and Wales, with registered number 02835230 and having its registered office at Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR, United Kingdom, as seller, servicer and subordinated lender (the "**Seller**", the "**Servicer**" and the "**Subordinated Lender**", or in any capacity, "**VWFS**");
- (3) **Lloyds Bank Corporate Markets plc**, a company incorporated in England and Wales with registered number 10399850 whose registered address is 25 Gresham Street, London EC2V 7HN, United Kingdom (the "**Arranger**");
- (4) **Lloyds Bank Corporate Markets Wertpapierhandelsbank GmbH**, a private limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and having its registered office at Thurn-und-Taxis Platz 6, 60313 Frankfurt, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main, Germany under HRB 111650 (as a "**Joint Lead Manager**");
- (5) **Citigroup Global Markets Limited**, a private limited company registered in the United Kingdom with number 01763297, with its registered office at Citigroup Centre, Canada Square, London E14 5LB, United Kingdom (as a "**Joint Lead Manager**");
- (6) **Société Générale S.A.**, a company (*société anonyme*) incorporated under the laws of the Republic of France, registered in the Paris Trade Register under registration no. 552 120 222 with its registered office at 29 Boulevard Haussmann, 75009 Paris, Republic of France (as a "**Joint Lead Manager**" and together with Citigroup Global Markets Limited and Lloyds Bank Corporate Markets Wertpapierhandelsbank GmbH, the "**Joint Lead Managers**");
- (7) **Royal Bank of Canada**, a public company with limited liability incorporated under the Bank Act and having its office at 1 Place Ville Marie, Montreal, Quebec H3C 3A9, Canada (the "**Swap Counterparty**");
- (8) **Circumference FS Services (Luxembourg) S.A.**, a limited liability public company (*société anonyme*) incorporated under the laws of Luxembourg, with registered number B 58628 and having its registered address at 22-24 Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, as corporate services provider (the "**Corporate Services Provider**");
- (9) **The Bank of New York Mellon, London Branch**, a banking corporation organised under the laws of the State of New York and operating through its branch in London at 160 Queen Victoria Street, London EC4V 4LA, United Kingdom, as account bank, interest determination agent, paying agent and cash administrator (the "**Account Bank**", the "**Interest Determination Agent**", the "**Paying Agent**" and the "**Cash Administrator**", respectively);

- (10) **The Bank of New York Mellon SA/NV, Luxembourg Branch**, a credit institution and limited liability company organised under the laws of Belgium, registered in the RPM Brussels with company number 0806.743.159, whose registered office is at Multi Tower, Boulevard Anspachlaan 1, B-1000, Brussels, Belgium, acting through its Luxembourg branch (registered with the RCS under number B 105087) and having its registered office at Vertigo Building – Polaris, 2-4 rue Eugène Ruppert L-2453 Luxembourg, the Grand Duchy of Luxembourg, as registrar (the "**Registrar**");
- (11) **Intertrust Trustees GmbH**, a private limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Germany and having its registered office at Eschersheimer Landstraße 14, 60322 Frankfurt am Main, Germany, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main, Germany under HRB 98921 (the "**Security Trustee**" which expression shall, where the context so admits, include all other persons for the time being acting as security trustee pursuant to the Trust Agreement and the Deed of Charge and Assignment); and
- (12) **Data Custody Agent Services B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its official seat (*statutaire zetel*) in Amsterdam, The Netherlands, and its registered office at Basisweg 10, 1043 AP Amsterdam, The Netherlands, registered in the Trade Register under number 812770286 (the "**Data Protection Trustee**").

## SCHEDULE 1

### Master Definitions Schedule

#### 1. DEFINITIONS

- 1.1 The parties to this Master Definitions Schedule agree that, except where expressly stated to the contrary or where the context otherwise requires, the definitions set out below shall apply to terms or expressions referred to but not otherwise defined in each Transaction Document.

**"Account Agreement"** means the account agreement between the Issuer, VWFS, the Account Bank, the Cash Administrator and the Security Trustee governing the Accounts dated on or about the Closing Date, as amended from time to time.

**"Account Bank"** means the Accumulation Account Bank, the Distribution Account Bank, the Counterparty Downgrade Collateral Account Bank and the Cash Collateral Account Bank.

**"Account Bank Replacement Cost"** shall have the meaning given to that term in clause 13.1 (*Accounts*) of the Trust Agreement.

**"Account Bank Required Guarantee"** means a guarantee provided to the Account Bank by a party having an Account Bank Required Rating.

**"Account Bank Required Rating"** means ratings, solicited or unsolicited, of:

- (a) a short-term rating of at least "A-1" and a long-term rating of at least "A" from S&P, or, if such entity is not subject to a short-term rating from S&P, long-term ratings of at least "A+" from S&P; and
- (b) a short-term deposit rating (or, if no short-term deposit rating is assigned, a short-term issuer default rating) of "F1" from Fitch or a long-term deposit rating (or, if no long-term deposit rating is assigned, a long-term issuer default rating) of "A" from Fitch; and
- (c) in the case of KBRA, (i) a long-term senior unsecured debt rating or credit assessment of at least BBB- by KBRA; or (ii) if the entity does not have a long-term senior debt rating or credit assessment by KBRA, such other ratings that are consistent with the then current rating methodology of KBRA as being the minimum ratings that are required to support the then rating of the Notes.

**"Accounts"** means the Accumulation Account, Distribution Account, the Counterparty Downgrade Collateral Account and the Cash Collateral Account.

**"Accrued Interest"** means in respect of a Note and on any date, the Note interest which has accrued up to such date.

**"Accumulation Account"** means the accumulation account held with the Accumulation Account Bank.

**"Accumulation Account Bank"** means The Bank of New York Mellon, London Branch.

**"Accumulation Amount"** means the sum of the Class A Accumulation Amount and the Class B Accumulation Amount.

**"Accumulation Balance"** means on a Payment Date during the Revolving Period the Accumulation Balance brought forward at the beginning of the relevant Monthly Period plus the Accumulation Amount for the relevant Payment Date.

**"Additional Cut-Off Date"** means the last day of a Monthly Period elapsing prior to an Additional Purchase Date.

**"Additional Encrypted List"** means the encrypted list (with only the names and addresses and contract numbers of the respective Obligor(s) made available to the Issuer by VWFS on each Payment Date.

**"Additional Offer Date"** means the second Business Day prior to a Payment Date.

**"Additional Purchase Date"** means a Payment Date falling in the Revolving Period, when an additional purchase is made pursuant to clause 2 (*Agreement for sale and purchase*) of the Receivables Purchase Agreement.

**"Additional Receivables"** means the Receivables purchased by the Issuer from VWFS on any Additional Purchase Date in accordance with the Receivables Purchase Agreement.

**"Additional Receivables Purchase Price"** means, in respect of Additional Receivables, an amount equal to the Replenished Additional Discounted Receivables Balance multiplied by one (1) minus the Replenished Receivables Overcollateralisation Percentage. The Additional Receivables Purchase Price shall be free of VAT and shall be debited at the Additional Purchase Date from the Accumulation Account (if not already netted).

**"Administrator Recovery Incentive"** means any incentive fee, costs and/or expenses payable, pursuant to the Servicing Agreement, to an Insolvency Official of VWFS in relation to the sale of Vehicles after an Insolvency Event of VWFS.

**"Adverse Claim"** means any mortgage, charge, pledge, hypothecation, lien, floating charge, security assignment or other security interest or encumbrance or other right or claim under the laws of any jurisdiction, of or on any Person's assets or properties in favour of any other Person.

**"Affected Party"** has the meaning given to that term in paragraph 1.3 (*Mitigation*) of Schedule 1 to the Servicing Agreement.

**"Affiliate"** means, in relation to any Person, any entity controlled, directly or indirectly by the Person, any entity that controls, directly or indirectly the Person or any entity directly or indirectly under common control with such Person (for this purpose, "control" of any entity of Person means ownership of a majority of the voting power of the entity or Person). For the purposes of this definition, with respect to the Issuer, "Affiliate" does not include the Corporate Services Provider or any entities which the Corporate Services Provider controls.

**"Agency Agreement"** means the agency agreement entered into between, amongst others, the Issuer, the Agents and the Security Trustee dated on or about the Closing Date, as amended from time to time.

**"Agent Replacement Costs"** shall have the meaning given to that term in clause 10.3 (*Termination and variation of appointment*) of the Agency Agreement.

**"Agents"** means the Paying Agent, the Interest Determination Agent and the Registrar, and "Agent" means any one of them.

**"Aggregate Discounted Receivables Balance"** means the sum of the Discounted Receivables Balances for all Financing Contracts relating to Purchased Receivables.

**"AIFM Regulation"** means the EU AIFM Regulation and the UK AIFM Regulation

**"Alternative Benchmark Rate"** has the meaning given to it in Condition 13 (*Amendments to the Conditions and Benchmark Rate Modification*).

**"Ancillary Rights"** means, in relation to a Purchased Receivable, all remedies for enforcing the same including, for the avoidance of doubt and without limitation:

- (a) the right to demand, sue for, recover, receive and give receipts for all amounts due and to become due whether or not from Obligors or guarantors under or relating to the Financing Contract to which such Purchased Receivable relates and all guarantees (if any) (including, for the avoidance of doubt, any Enforcement Proceeds received by the Seller or its agents);
- (b) the benefit of all covenants and undertakings from Obligors and from guarantors under the Financing Contract to which such Receivable relates and under all guarantees (if any);
- (c) the benefit of all causes and rights of actions against Obligors and guarantors under and relating to the Financing Contract to which such Receivable relates and under and relating to all guarantees (if any);
- (d) the benefit of any other rights, title, interest, powers and benefits of the Seller into, under, pursuant to or in relation to such Financing Contract (including the right (but not the obligation) to make any VAT adjustment under regulation 38 of the Value Added Tax Regulations 1995 that the Seller would otherwise be entitled to make in connection with any Vehicle related to such Purchased Receivable) other than rights specifically relating to the Vehicle itself (with such rights specifically relating to the Vehicle including, without limitation, the right of ownership but excluding the rights to any PCP Recoveries and (as referred to above) to any VAT adjustment under regulation 38 of the Value Added Tax Regulations 1995);
- (e) any Insurance Proceeds received by the Seller or its agents pursuant to Insurance Claims in each case insofar as the same relate to the Financing Contract to which such Receivable relates; plus
- (f) the benefit of any rights, title, interest, powers and benefits of the Seller in and to PCP Recoveries.

**"Applicable Insolvency Law"** means any applicable bankruptcy, insolvency or other similar law affecting creditors' rights now or hereafter in effect in any jurisdiction.

**"Arranger"** means Lloyds Bank Corporate Markets plc.

**"Articles of Incorporation"** means the statutes of Driver UK Multi-Compartment S.A. under Luxembourg law.

**"Assignment in Security"** means any assignment in security of the Issuer's interest in the Scottish Trust Property granted pursuant to the terms of the Deed of Charge and Assignment and being substantially in the form set out in either Part A or Part B of Schedule 4 (*Assignment in Security*) of the Deed of Charge and Assignment.

**"Authorised Representative"** shall mean the persons set out in Part A of Schedule 3 (Authorised Representative and Callback Contacts) of the Account Agreement, as

amended pursuant to clause 6.6 (*Operating/Release Procedure*) of the Account Agreement.

**"Available Distribution Amount"** on each Payment Date shall equal the sum of the following amounts:

- (a) interest accrued on the Distribution Account and the Accumulation Account; plus
- (b) amounts received as Collections received or collected by the Servicer, inclusive, for avoidance of doubt, the Monthly Collateral Part 1 and Monthly Collateral Part 2 (after any relevant netting); plus
- (c) payments from the Cash Collateral Account as provided for in clause 22.2 of the Trust Agreement; plus
- (d) (i) Net Swap Receipts under the Swap Agreement, (ii) where the Swap Agreement has been terminated, any Swap Termination Payments due by the Issuer to the departing Swap Counterparty have been paid (after returning any Excess Swap Collateral to the Swap Counterparty), and no replacement Swap Counterparty has been found, an amount equal to the lesser of (A) the funds standing to the credit of the Counterparty Downgrade Collateral Account received by the Issuer and (B) the Net Swap Receipts that would have been required to be paid under the terminated Swap Agreement had there been no termination of the Swap Agreement; and (iii) where the Swap Agreement has been terminated, amounts allocated in accordance with clause 20.08 of the Trust Agreement; plus
- (e) the amounts standing to the credit of the Accumulation Account after the preceding Payment Date; plus
- (f) any amounts provided for or converted into another currency which are not used and reconverted (if applicable) in accordance with clause 21.7 (Order of Priority) of the Trust Agreement; plus
- (g) the Interest Compensation Shortfall Redemption Amount; less
- (h) the Buffer Release Amount to be paid to VWFS, provided that no Credit Enhancement Increase Condition is in effect. For the avoidance of doubt if a Credit Enhancement Increase Condition is in effect, the Buffer Release Amount will remain forming part of the Available Distribution Amount in the form of Collections under limb (b); less
- (i) the Interest Compensation Ledger Release Amount to be paid to VWFS, provided that no Credit Enhancement Increase Condition is in effect. For the avoidance of doubt if a Credit Enhancement Increase Condition is in effect, the Buffer Top-Up Amount and the Interest Compensation Ledger Release Amount will remain forming part of the Available Distribution Amount in the form of Collections under limb (b).

Interest accruing on the Counterparty Downgrade Collateral Account (other than amounts payable under Clause 20.5 and Clause 20.6 (*Distribution Account; Accumulation Account; Counterparty Downgrade Collateral Account; Swap Provisions*) of the Trust Agreement) and the Cash Collateral Account will not form part of the Available Distribution Amount. Such accrued interest and earned income will be retained on the relevant Account and (i) in the case of the Counterparty Downgrade Collateral Account, interest accruing in respect of amounts other than Swap Termination Payments received by the Issuer, be paid to the Swap Counterparty in accordance with the Swap Agreement; (ii) in the case of the Counterparty Downgrade Collateral Account, interest accruing in respect of Swap Termination Payments received by the Issuer, be paid to the Subordinated Lender and/or VWFS in accordance with the priority of payment set out in Clause 20.9 (*Distribution*



*Account; Accumulation Account; Counterparty Downgrade Collateral Account; Swap Provisions*) unless otherwise specified in the Trust Agreement; (iii) in the case of the Cash Collateral Account, form part of the General Cash Collateral Amount and be applied accordingly in accordance with Clause 22.2 (*Cash Collateral Account*) of the Trust Agreement.

"**Banks**" means the Arranger and the Joint Lead Managers collectively and "**Bank**" means any one of the Arranger and the Joint Lead Managers.

"**Benchmark Rate Modification**" has the meaning given to it in Condition 13 (*Amendments to the Conditions and Benchmark Rate Modification*).

"**Benchmark Rate Modification Certificate**" has the meaning given to it in Condition 13 (*Amendments to the Conditions and Benchmark Rate Modification*).

"**Borrowing Date**" shall have the meaning given to that term in clause 2.1 (*The Subordinated Loan*) of the Subordinated Loan Agreement.

"**Buffer Release Amount**" means on any Payment Date, the product of (a) the Buffer Release Rate, and (b) the Future Discounted Receivables Balance.

"**Buffer Release Rate**" means, on any Payment Date, (a) a percentage rate per annum calculated as (i) the Discount Rate, less (ii) the weighted average (calculated based on the outstanding principal amount of the Notes and the outstanding principal amount of the Subordinated Loan at the end of the Monthly Period) of the fixed rates (stated as a percentage) payable by the Issuer under the Swap Agreement and the Subordinated Loan, less (iii) the Servicer Fee at a rate of 1 per cent. per annum, less (iv) 0.03 per cent. for any administrative cost and fees less (v) the Interest Compensation Rate, divided by (b) 12, provided that the rate so calculated may in no event be less than zero.

"**Buffer Top-Up Amount**" means, on any Payment Date, subject to the Buffer Top-Up Conditions being satisfied, the lesser of:

- (a) the Interest Compensation Surplus Amount; and
- (b) the Buffer Top-Up Shortfall Amount.

For the avoidance of doubt, if on any Payment Date the Buffer Top-Up Conditions are not satisfied the Buffer Top-Up Amount shall be equal to zero.

"**Buffer Top-Up Conditions**" is deemed to be in effect, on the relevant Payment Date, if:

- (a) an Interest Compensation Surplus Amount exists; and
- (b) prior to the exercise of the Clean-Up Call, the balance standing to the credit of the Interest Compensation Ledger is at least equal to the Interest Compensation Ledger Targeted Amount or will after having deducted from the Interest Compensation Surplus Amount an amount equal to the shortfall on the Interest Compensation Ledger to meet the Interest Compensation Ledger Targeted Amount prior to the deduction of the Buffer Top-Up Shortfall Amount from the Interest Compensation Surplus Amount.

"**Buffer Top-Up Shortfall Amount**" means, on any Payment Date, the product of:

- (a) the Future Discounted Receivables Balance; and
- (b) the Buffer Top-Up Shortfall Rate.

**"Buffer Top-Up Shortfall Rate"** means, on any Payment Date, (a) a percentage rate per annum calculated as (i) the weighted average (calculated based on the outstanding principal amount of the Notes and the outstanding principal amount of the Subordinated Loan at the end of the Monthly Period) of the fixed rates (stated as a percentage) payable by the Issuer under the Swap Agreement and the Subordinated Loan, plus (ii) the Servicer Fee at a rate of 1 per cent. per annum, plus (iii) 0.03 per cent. for any administrative costs and fees plus (iv) the Interest Compensation Rate, minus (v) the Discount Rate, divided by (b) 12, provided that the rate so calculated may in no event be less than zero.

**"Business Day"** means any day on which the T2 System is open for business, provided that this day is also a day on which banks are open for business in London and Luxembourg.

**"Cash Administrator"** means The Bank of New York Mellon, London Branch.

**"Cash Collateral Account"** means the interest bearing account held with the Cash Collateral Account Bank.

**"Cash Collateral Account Balance"** means, as at the relevant date of determination, the balance standing to the credit of the Cash Collateral Account.

**"Cash Collateral Account Bank"** means The Bank of New York Mellon, London Branch.

**"Cash Collateral Amount"** means an amount equal to GBP 7,434,150 (representing 1.45 per cent. of the initial nominal amount of the Notes).

**"CCA"** means the Consumer Credit Act 1974, as amended by the Consumer Credit Act 2006 and associated secondary legislation.

**"Charged-Off Amount"** in the relation to a Charged-Off Receivable the sum of the accounting write-off in accordance with the Servicer's Customary Operating Practices that reduces the Discounted Receivables Balance (where the adjustment for Defaulted Receivables being zero shall not be applied) associated with the Vehicle to zero with regard to a Charged-Off Receivable and/or plus, if appropriate the accounting write off in accordance with the Servicer's Customary Operating Practices of past due Receivables that remain unpaid and reduced to a value of zero.

**"Charged-Off Receivable"** means a Terminated Receivable upon the occurrence of the earlier of the following events (i) the Vehicle associated to a Terminated Receivable is being sold or written-off (as having a value of zero) or (ii) the value of the associated Terminated Receivable (excluding the Vehicle) is written off in accordance with the Servicer's Customary Operating Practices.

**"Charged Property"** means the whole of the right, title, benefit and interest of the Issuer in such undertaking, property, assets and rights assigned to the Security Trustee as defined under the Deed of Charge and Assignment.

**"Charged Transaction Documents"** means the English Transaction Documents other than the Deed of Charge and Assignment.

**"Class"** means, as the context may require, the Class A of the Notes or the Class B of the Notes.

**"Class A Accumulation Amount"** means, on any Payment Date during the Revolving Period, an amount no less than zero equal to the lesser of (a) the Class A Principal Payment Amount and (b) the Class A Available Redemption Collections.

**"Class A Actual Overcollateralisation Percentage"** means, with respect to any Payment Date, one minus the quotient of (a) the Note Principal Amount Outstanding of the Class A Notes divided by (b) (i) the Aggregate Discounted Receivables Balance plus (ii) any amounts standing to the credit of the Accumulation Account, each as determined as of the end of the Monthly Period.

**"Class A Aggregate Discounted Receivables Balance Increase Amount"** means in respect of a Payment Date the amount necessary to increase the Aggregate Discounted Receivables Balance as of the end of the relevant Monthly Period to the Class A Targeted Aggregate Discounted Receivables Balance.

**"Class A Amortisation Amount"** in respect of the Class A Notes: (i) on a Payment Date falling during the Revolving Period, zero or (ii) on any Payment Date falling after the end of the Revolving Period, the Class A Principal Payment Amount.

**"Class A Available Redemption Collections"** means an amount equal to the Available Distribution Amount less any amounts due and payable on the relevant Payment Date under items first through eighth of the Order of Priority set out in Clause 21.3 (*Order of Priority*) of the Trust Agreement.

**"Class A Cash Component"** shall be equal to the Class A Aggregate Discounted Receivables Balance Increase Amount multiplied by one minus the Replenished Receivables Overcollateralisation Percentage.

**"Class A Final Maturity Date"** means 25 September 2031.

**"Class A Notes"** means the GBP 444,600,000 class A floating rate asset-backed registered notes due 2031, consisting of 4,460 individual notes, each in the nominal amount of GBP 100,000.

**"Class A Global Note"** means the Global Note representing the Class A Notes.

**"Class A Interest Margin"** means 0.60 per cent. per annum.

**"Class A Noteholders"** means the holders of the Class A Notes.

**"Class A Notes Factor"** shall be calculated as follows:

$$NF = \frac{444,600,000 - KR}{444,600,000}$$

whereby NF means the Class A Notes Factor which is calculated to six decimal places and KR means the total of all principal repayments of the nominal amount of all Class A Notes paid respectively on each Payment Date up to (but excluding) the relevant respective Payment Date.

**"Class A Notes Interest Rate"** means the rate equivalent to the sum (subject to a floor of zero) of Compounded Daily SONIA plus the Class A Interest Margin.

**"Class A Principal Payment Amount"** means:

- (a) during the Revolving Period, an aggregate amount equal to the Class A Cash Component;
- (b) after the end of the Revolving Period, an aggregate amount for any Payment Date which is equal to the amount necessary to reduce the outstanding principal amount of the Class A Notes to the Targeted Class A Note Balance.

**"Class A Scheduled Repayment Date"** means 25 September 2030.

**"Class A Targeted Aggregate Discounted Receivables Balance"** means: (a) the Note Principal Amount Outstanding of all Class A Notes divided by (b)(i) 100% minus (ii) the Class A Targeted Overcollateralisation Percentage.

**"Class A Targeted Overcollateralisation Amount"** means, on each Payment Date, the Class A Notes Targeted Overcollateralisation Percentage multiplied by the sum of:

- (a) Aggregate Discounted Receivables Balance; and
- (b) the amounts standing to the credit of the Accumulation Account,

in each case at the end of the Monthly Period.

**"Class A Targeted Overcollateralisation Percentage"** means:

- (a) 31.10 per cent. during the Revolving Period until a Credit Enhancement Increase Condition shall be in effect;
- (b) 33.10 per cent. after the end of the Revolving Period until a Credit Enhancement Increase Condition shall be in effect; and
- (c) 100 per cent. if a Credit Enhancement Increase Condition shall be in effect.

**"Class B Accumulation Amount"** means, on any Payment Date during the Revolving Period, an amount no less than zero equal to the lesser of (a) the Class B Principal Payment Amount and (b) the Class B Available Redemption Collections.

**"Class B Actual Overcollateralisation Percentage"** means, with respect to any Payment Date, one minus the quotient of (a) the Note Principal Amount Outstanding of the Class A Notes and Class B Notes divided by (b) the sum of (i) the Aggregate Discounted Receivables Balance and (ii) any amounts standing to the credit of the Accumulation Account, each as determined as of the end of the Monthly Period.

**"Class B Aggregate Discounted Receivables Balance Increase Amount"** means in respect of a Payment Date the amount necessary to increase the Aggregate Discounted Receivables Balance as of the end of the relevant Monthly Period to the Class B Targeted Aggregate Discounted Receivables Balance.

**"Class B Amortisation Amount"** in respect of the Class B Notes: (i) on a Payment Date falling during the Revolving Period, zero or (ii) on any Payment Date falling after the end of the Revolving Period, the Class B Principal Payment Amount.

**"Class B Available Redemption Collections"** means an amount equal to the Available Distribution Amount less any amount due and payable on the relevant Payment Date under items first through ninth of the Order of Priority set out in Clause 21.3 (*Order of Priority*) of the Trust Agreement.

**"Class B Cash Component"** shall be equal to the Class B Aggregate Discounted Receivables Balance Increase Amount multiplied by one minus the Replenished Receivables Overcollateralisation Percentage.

**"Class B Final Maturity Date"** means 25 September 2031.

**"Class B Notes"** means the GBP 68,100,000 class B floating rate asset-backed registered notes due 2031, consisting of 681 individual notes, each in the nominal amount of GBP 100,000.

**"Class B Global Note"** means the Global Note representing the Class B Notes.

**"Class B Interest Margin"** 1.35 per cent. per annum.

**"Class B Noteholders"** means the holders of the Class B Notes.

**"Class B Notes Factor"** shall be calculated as follows:

$$NF = \frac{68,100,000 - KR}{68,100,000}$$

whereby NF means the Class B Notes Factor which is calculated to six decimal places and KR means the total of all principal repayments of the nominal amount of all Class B Notes paid respectively on each Payment Date up to (but excluding) the relevant respective Payment Date.

**"Class B Notes Interest Rate"** means the rate equivalent to the sum (subject to a floor of zero) of Compounded Daily SONIA plus the Class B Interest Margin.

**"Class B Principal Payment Amount"** means:

- (a) during the Revolving Period, an aggregate amount equal to the Class B Cash Component;
- (b) after the end of the Revolving Period, an aggregate amount for any Payment Date which is equal to the amount necessary to reduce the outstanding principal amount of the Class B Notes to the Targeted Class B Note Balance.

**"Class B Scheduled Repayment Date"** means 25 September 2030.

**"Class B Targeted Aggregate Discounted Receivables Balance"** means: (a) the Note Principal Amount Outstanding of all Notes divided by (b)(i) 100% minus (ii) the Class B Targeted Overcollateralisation Percentage.

**"Class B Targeted Overcollateralisation Amount"** means, on each Payment Date, the Class B Notes Targeted Overcollateralisation Percentage multiplied by the sum of:

- (a) Aggregate Discounted Receivables Balance; and
- (b) the amounts standing to the credit of the Accumulation Account,

in each case at the end of the Monthly Period.

**"Class B Targeted Overcollateralisation Percentage"** means:

- (a) 20.30 per cent. during the Revolving Period until a Credit Enhancement Increase Condition shall be in effect;
- (b) 22.30 per cent. after the end of the Revolving Period until a Credit Enhancement Increase Condition shall be in effect; and
- (c) 100 per cent. if a Credit Enhancement Increase Condition shall be in effect.

**"Clean-Up Call Option"** means the option of VWFS to repurchase the outstanding Purchased Receivables from the Issuer at any time when the Aggregate Discounted

Receivables Balance for all outstanding Purchased Receivables is less than 10 per cent of the Aggregate Discounted Receivables Balance as of the Initial Cut-Off Date.

**"Clean-Up Call Option Notice"** means the notice served pursuant to clause 12.1 (*Clean-Up Call Option*) of the Receivables Purchase Agreement for a Clean-Up Call Option.

**"Clean-Up Call Option Settlement Amount"** means the amount as set out in Clause 12.2 (*Clean-Up Call Option*) of the Receivables Purchase Agreement which shall, for the purposes of the definition of Collections, be treated as a "Settlement Amount".

**"Clearstream Luxembourg"** means the Clearstream clearance system for inter-nationally traded securities operated by Clearstream Banking, société anonyme, Luxembourg, 42 Avenue JF Kennedy, L-1885 Luxembourg, and any successor thereto.

**"Client Assets Sourcebook"** means the CASS sourcebook as set out in the FCA Rules.

**"Client Money Distribution and Transfer Rules"** means the client money distribution rules set out in Chapter 7 of the Client Assets Sourcebook.

**"Client Money Rules"** means the client money rules set out in Chapter 7 of the Client Assets Sourcebook of the FCA Rules.

**"Closing Date"** means 25 March 2024.

**"Collection Agent"** means an entity appointed by VWFS to, among other things, purchase the Written-Off Purchased Receivables.

**"Collections"** means, with respect to any Purchased Receivable, the following amounts received during the relevant Monthly Period:

- (a) all payments received by the Servicer related to such Purchased Receivable in the form of cash, cheques, SWIFT payments, wire transfers, direct debits, bank giro credits or other form of payment made by an Obligor in respect of such Purchased Receivable, including PCP Recoveries, excess mileage charges, Enforcement Proceeds and Insurance Proceeds and any Written-Off Purchased Receivable Repurchase Price;
- (b) any payments received by the Servicer under any Ancillary Rights related to such Purchased Receivable;
- (c) any and all amounts received by the Servicer (or the Seller) (after expenses of recovery, repair and sale in accordance with Customary Operating Practices) in connection with any sale or other disposition of the Vehicle related to such Purchased Receivable, including, except where included in (d) below, an amount equal to any VAT adjustment under regulation 38 of the Value Added Tax Regulations 1995 that the Seller (or, the Servicer, exercising the Ancillary Rights assigned to the Issuer on the Issuer's behalf) is entitled to make in connection with any Vehicle related to such Purchased Receivable not including any amount in respect of VAT for which the Seller is required to account to the relevant tax authority in relation to such sale or other disposition;
- (d) any payments received by the Servicer (or the Seller) by way of recoveries in respect of any such Purchased Receivable that has become a Defaulted Receivable or a Terminated Receivable including an amount equal to any VAT adjustment under regulation 38 of the Value Added Tax Regulations 1995 that the Seller (or, the Servicer, exercising the Ancillary Rights assigned to the Issuer on the Issuer's behalf) is entitled to make in connection with any Vehicle related to such Purchased Receivable; plus

- (e) the aggregate Settlement Amounts paid by VWFS to the Issuer on such Payment Date pursuant to clause 10 (*Repurchase*) of the Receivables Purchase Agreement or any payment received by the Issuer on such Payment Date pursuant to clause 11 (*Payment for non-existent Receivables*) of the Receivables Purchase Agreement and clause 3 (*Redelivery Repurchase Price*) of the Redelivery Repurchase Agreement;

but shall not include any payments constituting Excluded Amounts. For the avoidance of doubt, following the Monthly Collateral Start Date, Collections shall include the Monthly Collateral Part 1 and Monthly Collateral Part 2 posted by VWFS onto the Distribution Account in accordance with its obligations under the Servicing Agreement, as adjusted to reflect actual Collections received in respect of the relevant Monthly Period.

"**Common Depository**" means The Bank of New York Mellon, London Branch.

"**Common Safekeeper**" or "**CSK**" means the entity appointed by the ICSDs to provide safekeeping for the Class A Notes under the new safekeeping structure (NSS).

"**Common Services Provider**" or "**CSP**" means the entity appointed by the ICSDs to provide asset servicing for the Class A Notes under the new safekeeping structure (NSS).

"**Common Terms**" means the common terms set out in Schedule 2 of the Incorporated Terms Memorandum and incorporated into each of the German Transaction Documents by reference.

"**Company**" means Driver UK Multi-Compartment S.A.

"**Compartment**" means a compartment of Driver UK Multi-Compartment S.A., within the meaning of the Luxembourg Securitisation Law.

"**Compartment Driver UK eight**" means the tenth Compartment of Driver UK Multi-Compartment S.A, designated to acquire the Purchased Receivables and related collateral from VWFS under the Receivables Purchase Agreement and issue the Notes.

"**Compounded Daily SONIA**" means the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Interest Determination Agent as at the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SONIA_{i-pLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"**d<sub>0</sub>**" is the number of London Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d<sub>0</sub>, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Period;

"**LBD**" means a London Banking Day;

"**n<sub>i</sub>**", for any day "i", means the number of calendar days from and including such day "i" up to but excluding the following London Banking Day; and

"**p**" means, for any Interest Period, 5 London Banking Days; and

"**SONIA<sub>i-pLBD</sub>**" means, in respect of any London Banking Day falling in the relevant Interest Period, SONIA for the London Banking Day falling "p" London Banking Days prior to that London Banking Day "i".

"**Conditions**" means the terms and conditions of the Notes which are set out in the Prospectus.

"**Consumer Protection Regulations**" means the Consumer protection from Unfair Trading Regulations 2008, which implement the UCPD.

"**Consumer Credit Sourcebook**" means the consumer credit sourcebook as set out in the FCA Handbook.

"**Corporate Services Agreement**" means the corporate services agreement entered into by Driver UK Multi-Compartment S.A. and the Corporate Services Provider on or about 25 September 2014, under which the Corporate Services Provider is responsible for the day to day activities of Driver UK Multi-Compartment S.A., and shall provide secretarial, clerical, administrative and related services to Driver UK Multi-Compartment S.A. and maintain the books and records of Driver UK Multi-Compartment S.A. in accordance with applicable laws and regulations of Luxembourg.

"**Corporate Services Provider**" means Circumference FS (Luxembourg) S.A.

"**Counterparty Downgrade Collateral Account**" means the counterparty downgrade collateral account of the Issuer established with the Counterparty Downgrade Collateral Account Bank for collateral provided by the Swap Counterparty pursuant to the Swap Agreement. Any cash or securities collateral posted to such Counterparty Downgrade Collateral Account as a result of a ratings downgrade of the Swap Counterparty shall be monitored on a specific ledger and any cash collateral shall bear interest. Such collateral shall be segregated from the Distribution Account and from the general cash flow of the Issuer and shall not constitute Collections.

"**Counterparty Downgrade Collateral Account Bank**" means The Bank of New York Mellon, London Branch.

"**CPR**" means constant prepayment rate.

"**CRA Regulation**" means Regulation (EC) No 1060/2009 of the European Parliament on credit rating agencies, as amended by Regulation (EU) No 513/2011 and by Regulation (EU) No 462/2013 ("**CRA3**").

"**CRA15**" means the Consumer Rights Act 2015.

"**Credit**" has the meaning given to that term in Clause 21 (*Order of Priority*) of the Trust Agreement.

"**Credit Enhancement Increase Condition**" shall be deemed to be in effect if:

- (a) the Dynamic Net Loss Ratio for three consecutive Payment Dates exceeds (i) 0.30 per cent., if the Weighted Average Seasoning is less than or equal to 12 months (inclusive) (ii) 0.75 per cent., if the Weighted Average Seasoning is between 12 months (exclusive) and 22 months (inclusive), or (iii) 2.00 per cent., if the Weighted



Average Seasoning is between 22 months (exclusive) and 34 months (inclusive), or (iv) if the Weighted Average Seasoning is greater than 34 months, the Dynamic Net Loss Ratio shall not apply; or

- (b) the Cumulative Net Loss Ratio exceeds (i) 0.80 per cent. during the first 5 months (inclusive) following the Closing Date, (ii) 1.80 after the 6th month (inclusive) until the 11th month (inclusive) following the Closing Date (iii) 4.00 per cent. after the 12th month (inclusive) following the Closing Date; or
- (c) the Late Delinquency Ratio exceeds 1.30 per cent. on any Payment Date on or before March 2025.

"**CRD**" means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC.

"**CRD IV–Package**" means CRD and CRR.

"**CRR**" means EU CRR and UK CRR.

"**CSSF**" means the Commission de Surveillance du Secteur Financier of Luxembourg.

"**Cumulative Net Loss Ratio**" means for any Payment Date a fraction expressed as a percentage, the numerator of which is the aggregate Charged-Off Amount of all Purchased Receivables (including Purchased Receivables which were not received on time and Purchased Receivables remaining to be paid in the future and any Redelivery Purchased Receivables which became Charged Off Receivables after being repurchased by VWFS) less any recoveries made in relation to Charged-Off Receivables with effect from the Cut-Off Date and the denominator of which is the Aggregate Discounted Receivables Balance.

"**Cure Period**" means, with respect of a breach or warranty given by the Seller in the Receivables Purchase Agreement, the period until the end of the Monthly Period which includes the sixtieth (60<sup>th</sup>) day (or, if VWFS so elects, an earlier date) after the date on which VWFS has become aware, or was notified, of such breach.

"**Customary Operating Practices**" means the normal operating policies and practices in respect of the origination, management, administration and collection of receivables adopted by (as the case may be) VWFS or the Servicer from time to time with respect to HP Agreements, LP Agreements and PCP Agreements entered into by VWFS.

"**Cut-Off Date**" means each of the Initial Cut-Off Date and each Additional Cut-Off Date.

"**Data Protection Rules**" means:

- (a) until 24 May 2018 (inclusive) the Data Protection Act 1998; and
- (b) from and including 25 May 2018, the EU General Data Protection Regulation, the UK General Data Protection Regulation and all related national laws, regulations, rules and secondary legislation, including the Data Protection Act 2018, and any amendment, update or replacement to those laws as may occur from time to time and together with any subordinate or related legislation made under any of the foregoing.

"**Data Protection Trust Agreement**" means the data protection trust agreement entered into on or about the Closing Date by the Seller, the Data Protection Trustee, the Security Trustee and the Issuer, as amended from time to time.

**"Data Protection Trustee"** means Data Custody Agent Services B.V., Basisweg 10, 1043 AP Amsterdam, the Netherlands.

**"Deed of Charge and Assignment"** means the deed of charge and assignment dated on or about the Closing Date among, amongst others, the Issuer and the Security Trustee.

**"Defaulted Receivable"** means (without double-counting):

- (a) any Purchased Receivable which has been written off as without value in accordance with the Customary Operating Practices; or
- (b) any Purchased Receivable which has been "hostile terminated" in accordance with the Customary Operating Practices; or
- (c) any PCP Receivable in respect of which (i) the related Obligor has elected to exercise its right to return the Vehicle related to such PCP Receivable pursuant to the PCP Agreement related to such PCP Receivable, and (ii) the Vehicle related to such PCP Receivable has not been sold or otherwise disposed of for more than 91 days from the date on which such Vehicle was returned.

**"Delinquent Receivable"** means any Receivable (other than a Defaulted Receivable) in respect of which any payment, or part thereof, remains unpaid by the relevant Obligor for more than 30 days but less than 91 days as calculated in accordance with the Customary Operating Practices.

**"Determination Date"** means the first day of an Interest Period.

**"Direct Debit"** means a written instruction of an Obligor authorising its bank to honour a request of VWFS to debit a sum of money on specified dates from the account of the Obligor for credit to an account of VWFS.

**"Direct Debiting Scheme"** means the system for the manual or automated debiting of bank accounts by Direct Debit operated in accordance with the principal rules of certain members of the Association for Payment Clearing Services.

**"Discount Rate"** means 7.2293 per cent. per annum, whereby discounting shall take place on the basis of one year of 360 days being equivalent to 12 months, each month consisting of 30 days.

**"Discounted Receivables Balance"** means, in respect of a Purchased Receivable, its scheduled cash flow (including amounts of Principal and Interest that are overdue) discounted as at the relevant date by applying the Discount Rate. For the avoidance of doubt, the Discounted Receivables Balance excludes any Written-Off Purchased Receivable.

**"Distribution Account"** means the interest bearing account held with the Distribution Account Bank.

**"Distribution Account Bank"** means The Bank of New York Mellon, London Branch.

**"Dynamic Net Loss Ratio"** means for any Payment Date, a fraction expressed as a percentage rate, the numerator of which is the sum of the aggregate Charged-Off Amounts for the Monthly Period less any recoveries made in relation to the Receivables that were previously Charged-Off Receivables during the Monthly Period (including Receivables which were not received on time, Receivables remaining to be paid in the future and any Redelivery Purchased Receivables which became Charged Off Receivables after being

repurchased by VWFS) and the denominator of which is the Discounted Receivables Balance as at the beginning of the Monthly Period.

**"Early Amortisation Event"** shall mean any of the following:

- (a) the occurrence of a Servicer Replacement Event;
- (b) the Accumulation Balance on two consecutive Payment Dates exceeds 15 per cent. of the Discounted Receivables Balance after application of the relevant Order of Priority on such Payment Date;
- (c) on any Payment Date falling after 3 consecutive Payment Dates following the Closing Date, the Class A Actual Overcollateralisation Percentage is determined as being lower than 28.61 per cent.;
- (d) VWFS ceases to be an Affiliate of the Parent, or any successor thereto;
- (e) the Seller fails to perform its obligations under clause 10 (Repurchase) or clause 11 (Payment for Non-existent Receivables) of the Receivables Purchase Agreement or clause 2 (Repurchase Obligation Upon Financing Contract Early Termination) of the Redelivery Repurchase Agreement provided that, in the case of the Seller's failure to perform its obligations under clause 2 (Repurchase Obligation Upon Financing Contract Early Termination) of the Redelivery Repurchase Agreement, such failure subsists for two consecutive Payment Dates following the Payment Date on which such Redelivery Purchased Receivables were required to be repurchased;
- (f) the Issuer fails to enter into a replacement Swap Agreement within 30 calendar days following the termination of the Swap Agreement or the Swap Counterparty fails to post collateral, in each case within the time period specified in the applicable Swap Agreement, (each as provided for in clause 20 (Distribution Account; Accumulation Account; Counterparty Downgrade Collateral Account; Swap Provisions) of the Trust Agreement or to take any other measure which does not result in a downgrade of the Notes);
- (g) the Credit Enhancement Increase Condition is in effect; or
- (h) the occurrence of an Insolvency Event with respect to VWFS; or
- (i) the occurrence of a Foreclosure Event; or
- (j) the Cash Collateral Account does not contain an amount at least equal to the Specified General Cash Collateral Account Balance on 2 consecutive Payment Dates.

**"Early Settlement"** means where (i) the Obligor of a Purchased Receivable requests from the Servicer that the Servicer allows the Obligor on payment to the Servicer of the requested early settlement amount calculated in accordance with the Customary Operating Practices to terminate the Financing Contract and (ii) the requested early settlement amount is paid in accordance with the Customary Operating Practices with the result that no further liability exists from the Obligor under the Financing Contract that is the subject of the early settlement request.

**"EBA"** means the European Banking Authority.

**"EC Treaty"** means the Treaty establishing the European Community (signed in Rome on 25 March, 1957), as amended by the Treaty on European Union (signed in Maastricht on 7 February, 1992), as amended by the Treaty of Amsterdam (signed in Amsterdam on 2 November, 1997), as amended by the Treaty of Nice (signed in Nice on 26 February,

2001) and as amended by the Treaty of Lisbon (signed in Lisbon on 13 December 2007 and in force since 1 December 2009) and as amended from time to time.

"**EEA**" means the European Economic Area.

"**Eligibility Criteria**" means, in relation to the Receivables, the eligibility criteria set forth in Clause 9.1 (*Warranties and Representations*) of the Receivables Purchase Agreement.

"**Eligible Collateral Bank**" means an international recognised bank with the Account Bank Required Ratings.

"**Eligible Swap Counterparty**" means any entity:

- (a) having (i) a rating of not less than the counterparty ratings for the S&P Collateral Framework Option then in effect pursuant to the Swap Agreement; or (ii) having the Minimum S&P Collateralised Counterparty Rating and posts collateral in the amount and manner set forth in the Swap Agreements or (iii) obtaining a guarantee from a party having the minimum required counterparty ratings for the S&P Collateral Framework Option then in effect; and
- (b) which, for so long as the Class A Notes or the Class B Notes are rated by KBRA (irrespective of whether they are rated by Fitch at such time), has the Fitch required ratings set out in paragraph (iii) below;
- (c) having (i) an issuer long-term derivative counterparty rating from Fitch or, if an issuer long-term derivative counterparty rating is not assigned, an issuer long-term default rating of at least "A" or a short-term issuer default rating from Fitch of at least "F1" or (ii) a long-term derivative counterparty rating from Fitch or, if a long-term derivative counterparty rating is not assigned, a long-term issuer default rating from Fitch of at least "BBB-" or a short-term issuer default rating from Fitch of at least "F3" and which either posts collateral in the amount and manner set forth in the Swap Agreement or obtains a guarantee from a person having the ratings set forth in (i) above.

"**EMIR**" means Regulation (EU) No 548/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives central counterparties and trade repositories, known as the European Market Infrastructure Regulations including any implementing laws or regulations in force in the United Kingdom in relation to EMIR or amending EMIR as it applies in the United Kingdom (together with applicable directions, secondary legislation, guidance, regulatory technical standards, implementing technical standards and related documents published by the FCA and the PRA of the United Kingdom).

"**Encumbrances**" has the meaning as set forth in Annex 4 (*Further Representations and Warranties*), Clause 1.9 (*No Encumbrances/Security*), of the Note Purchase Agreement.

"**Enforcement Event**" means the event that (in the sole judgment of the Security Trustee) a Foreclosure Event has occurred and the Security Trustee has served an Enforcement Notice upon the Issuer.

"**Enforcement Notice**" means a notice delivered by the Security Trustee on the Issuer upon the occurrence of a Foreclosure Event stating that the Security Trustee commences with the enforcement of the Security pursuant to the procedures set out in the relevant Security Documents.

"**Enforcement Proceeds**" means the gross proceeds from the realisation of Vehicles in respect of Purchased Receivables and from the enforcement of any other Ancillary Rights.

**"English Process Agent"** means the agent appointed by the Issuer and entitled to receive correspondence on behalf of the Issuer in England and Wales.

**"English Receivable"** means a Purchased Receivable that is governed by English law.

**"English Transaction Documents"** means the Receivables Purchase Agreement, the Servicing Agreement, the Account Agreement, the Swap Agreement, the Redelivery Repurchase Agreement, and the Deed of Charge and Assignment and any other documents designated as an English Transaction Document by the Issuer and the Security Trustee.

**"ESMA"** means the European Securities Markets Authority.

**"EU"** means the European Union.

**"EU AIFM Regulation"** means Regulation (EU) No 231/2013 of 19 December 2012, as amended.

**"EU CRR"** means Regulation (EU) 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, and amending Regulation (EU) No 648/2012, as amended.

**"EU General Data Protection Regulation"** means Regulation (EU) 2016/679 of 27 April 2016, as amended.

**"EU Insolvency Regulation"** means Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast), as amended.

**"EU Securitisation Regulation"** means Regulation (EU) No 2017/2402 dated 12 December 2017, as amended, and any relevant regulatory and/or implementing technical standards adopted by the European Commission in relation thereto, any relevant regulatory and/or implementing technical standards applicable in relation thereto pursuant to any transitional arrangements made pursuant to the Securitisation Regulation, and in each case, any relevant guidance published by the European Banking Authority, the European Securities and Markets Authority (or, in either case, any predecessor authority), the European Commission and by national competent authorities.

**"EU Securitisation Repository"** means European DataWarehouse GmbH, in its capacity as securitisation repository and registered in accordance with Article 10 of the EU Securitisation Regulation.

**"EU Solvency II Regulation"** means Regulation (EU) 2015/35 of 10 October 2014 on the taking up and pursuit of the business of insurance and reinsurance, as amended.

**"EUR"** or **"EURO"** or **"€"** means the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the EC Treaty.

**"Euroclear"** means Euroclear Bank S.A./N.V., 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and any successor thereto.

**"Eurosystem"** comprises the European Central Bank and the national central banks of those countries that have adopted the euro.

**"EUWA"** means the European Union (Withdrawal) Act 2018 as amended by the European Union (Withdrawal Agreement) Act 2020.

**"Excess Swap Collateral"** means, in respect of the Swap Agreement, an amount (which shall be transferred directly to the Swap Counterparty in accordance with the Swap Agreement) equal to the amount by which the value of the collateral (or the applicable part of any collateral) provided by the Swap Counterparty to the Issuer pursuant to the Swap Agreement exceeds the Swap Counterparty's liability under the Swap Agreement as at the date of termination of the Swap Agreement or which it is otherwise entitled to have returned to it under the terms of the Swap Agreement.

**"Excluded Amounts"** comprise the following, which are not sold to the Issuer: (a) any Supplemental Servicer Fee, (b) any credit protection, asset value or other insurance premiums payable by Obligors to the relevant insurers via the Servicer, (c) the VAT Component on payments received by the Servicer, (d) any amounts (together with any VAT thereon) payable by an Obligor in respect of refurbishment charges, wear-and-tear and other similar types of recoveries and charges (other than excess mileage charges); (e) any amount of VAT payable by an Obligor in respect of excess mileage charges, (f) any option to purchase fee specified in the Financing Contract; and (g) any cashflows from maintenance contracts.

**"FATCA"** means:

- (a) sections 1471 to 1474 of the US Internal Revenue Code and the Treasury regulations and official guidance issued thereunder, as amended from time to time ("**US FATCA**");
- (b) any inter-governmental agreement between the United States and any other jurisdiction entered into in connection with US FATCA (an "**IGA**");
- (c) any treaty, law, regulation or official guidance enacted, issued or amended in any jurisdiction which facilitates the implementation of US FATCA or an IGA ("**Implementing Law**"); and
- (d) any agreement entered into with the US Internal Revenue Service, the US government or any governmental or Tax authority in any other jurisdiction in connection with US FATCA, an IGA or any Implementing Law.

**"FATCA Costs"** means any costs or expenses with respect to compliance with, or implementation of, FATCA.

**"FATCA Deduction"** means a deduction or withholding from a payment under a Transaction Document required by FATCA.

**"FCA"** means the Financial Conduct Authority of the United Kingdom (and any successor regulatory authority).

**"FCA Rules"** means the rules promulgated by the FCA under FSMA as amended or replaced from time to time.

**"Final Maturity Date"** means the Payment Date falling in September 2031.

**"Final Rental Amount"** means, if any, the larger final payment due under the Financing Contracts.

**"Financing Contract"** means an agreement for the provision of credit for the purchase of motor vehicles, taking the form of hire purchase agreements ("**HP Agreements**" or "**HP No Balloon**"), personal contract purchase agreements ("**PCP Agreements**" or "**PCP**") and lease purchase agreements ("**LP Agreements**") between VWFS and an Obligor.

"**Fitch**" means Fitch Ratings Limited, or any successor to its rating business.

"**Force Majeure Event**" means an event beyond the reasonable control of the person affected including, strike, lock-out, sit-in, labour dispute, act of God, war, insurrection, riot, epidemic, civil commotion, governmental directions and regulations, malicious damage, accident, breakdown of plant or machinery, computer software, hardware or system failure, earthquake, fire, flood, storm and other circumstances affecting the supply of goods or services.

"**Foreclosure Event**" means any of the following events:

- (a) with respect to the Issuer an Insolvency Event occurs; or
- (b) the Issuer defaults in the payment of any interest on the most senior Class of Notes then outstanding when the same becomes due and payable, and such default continues for a period of five Business Days; or
- (c) the Issuer defaults in the payment of principal of any Note on the Final Maturity Date.

It is understood that the interest and principal on the Notes other than interest on the most senior Notes will not be due and payable on any Payment Date prior to the Final Maturity Date except to the extent there are sufficient funds in the Available Distribution Amount to pay such amounts in accordance with the Order of Priority.

"**Foundation**" means Stichting CarLux, a foundation duly incorporated and validly existing under the laws of The Netherlands, having its registered office at Museumlaan 2, 3581HK Utrecht, the Netherlands and registered with the trade register of the Chamber of Commerce in Amsterdam under number 34283304.

"**FSMA**" means the Financial Services and Markets Act 2000, as amended from time to time.

"**Funding**" means the Notes and the Subordinated Loan.

"**Future Discounted Receivables Balance**" means, at the beginning of the relevant Monthly Period, the present value of the Purchased Receivables scheduled to be paid in the future calculated by using the same mechanism as to calculate the Discounted Receivables Balance, excluding any arrears and stock.

"**GBP**" or "**Sterling**" means the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland.

"**General Cash Collateral Amount**" means the outstanding balance of the Cash Collateral Account from time to time other than the balance standing to the credit of the Interest Compensation Ledger and the Retained Profit Ledger.

"**German Civil Code**" means the civil code (*Bürgerliches Gesetzbuch*) of Germany, as amended or restated from time to time.

"**German Transaction Documents**" means the Conditions of the Class A Notes, the Conditions of the Class B Notes, the Trust Agreement, the Agency Agreement, the Note Purchase Agreement and the Subordinated Loan Agreement, the Data Protection Trust Agreement, and any other documents designated as a German Transaction Documents by the Issuer and the Security Trustee.

**"Global Notes"** means in respect of each Class of Notes the global registered notes without coupons attached representing each such Class as more specifically described in Condition 1.2., as set out in the Agency Agreement.

**"Governmental Authority"** means any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any body or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to a government, including without limitation any court, and any Person owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing including for the avoidance of doubt the FCA.

**"HP Agreement"** means an agreement for the provision of credit for the purchase of motor vehicles taking the form of a hire purchase agreement entered into between VWFS and an Obligor.

**"Incorporated Terms Memorandum"** means the incorporated terms memorandum entered into between, amongst others, the Issuer and the Security Trustee on or about the Closing Date.

**"Initial Cut-Off Date"** means 29 February 2024.

**"Initial Encrypted List"** means the encrypted list (with only the names and addresses and contract numbers of the respective Obligors) made available to the Issuer by VWFS on a Business Day falling no later than 7 Business Days after the Closing Date.

**"Initial Offer Date"** means 25 March 2024.

**"Initial Receivables"** means the Receivables purchased by the Issuer from the Seller on the Closing Date in accordance with the Receivables Purchase Agreement.

**"Initial Receivables Purchase Price"** shall be GBP 625,007,501.52 (equal to the Aggregate Discounted Receivables Balance of the Purchased Receivables as of the Initial Cut-Off Date) less (i) an amount of GBP 37,556,604.34 for overcollateralisation purposes and less (ii) the Cash Collateral Amount.

**"Insolvency Event"** means, with respect to Driver UK Multi-Compartment S.A., the Seller, the Servicer, the Security Trustee, as the case may be, each of the following events:

- (a) the making of an assignment, assignation, trust, conveyance, composition of assets for the benefit of its creditors generally or any substantial portion of its creditors;
- (b) the application for, seeking of, consents to, or acquiescence in, the appointment of a receiver, custodian, trustee, liquidator or similar official for it or a substantial portion of its property;
- (c) the initiation of any case, action or proceedings before any court or Governmental Authority against Driver UK Multi-Compartment S.A., the Seller, the Servicer or the Security Trustee under any applicable liquidation, insolvency, composition, bankruptcy, receivership, dissolution, reorganisation, winding-up, relief of debtors or other similar laws and such proceedings are not being disputed in good faith with a reasonable prospect of discontinuing or discharging the same;
- (d) the levy or enforcement of a distress, diligence or execution or other process upon or sued out against the whole or any substantial portion of the undertaking or assets of Driver UK Multi-Compartment S.A., the Seller, the Servicer or the Security Trustee and such possession or process (as the case may be) shall not be discharged or otherwise shall not cease to apply within sixty days;



- (e) initiation or consent to any case, action or proceedings in any court or Governmental Authority relating to Driver UK Multi-Compartment S.A., the Seller, the Servicer or the Security Trustee under any applicable liquidation, insolvency, composition, bankruptcy, receivership, dissolution, reorganisation, winding-up, relief of debtors or other similar laws;
- (f) an order is made against Driver UK Multi-Compartment S.A., the Seller, the Servicer or the Security Trustee or an effective resolution is passed for its winding-up; and
- (g) Driver UK Multi-Compartment S.A., the Seller, the Servicer or the Security Trustee is deemed generally unable to pay its debts within the meaning of any liquidation, insolvency, composition, reorganisation or other similar laws in the jurisdiction of its incorporation or establishment (provided that, for the avoidance of doubt, any assignment, assignation, charge, pledge or lien made by the Issuer for the benefit of the Security Trustee under the Trust Agreement or the Deed of Charge and Assignment shall not constitute an Insolvency Event in respect of the Issuer).

**"Insolvency Official"** means, in respect of any company, a liquidator, provisional liquidator, administrator (whether appointed by the court or otherwise), administrative receiver, receiver (including any receiver under the LPA), receiver or manager, nominee, supervisor, trustee in bankruptcy, conservator, guardian, the Viscount or other similar official in respect of such company or in respect of all (or substantially all) of the company's assets or in respect of any arrangement or composition with creditors or any equivalent or analogous officer under the law of any jurisdiction.

**"Insurance Claims"** means any claims against any car insurer in relation to any damaged or stolen Vehicle.

**"Insurance Proceeds"** means any proceeds or monetary benefit in respect of any Insurance Claims.

**"Interest"** means, in respect of a Receivable, each of the scheduled periodic payments of interest (if any) payable by the respective Obligor as provided for in accordance with the terms of the relevant Financing Contract plus any applicable later payment penalties.

**"Interest Amount"** means, with respect to any Note as at any Payment Date, the amount of interest payable by the Issuer in respect of that Note on such Payment Date as determined in accordance with the Conditions.

**"Interest Compensation Available Amount"** means the element of the Discount Rate which with respect to any Payment Date is available to compensate the Issuer for interest shortfalls suffered by the Issuer as a result of the Early Settlement of Purchased Receivables during the relevant Monthly Period. The Interest Compensation Available Amount shall be calculated on each Payment Date as the product of (a) the Interest Compensation Rate divided by 12, and (b) the Future Discounted Receivables Balance.

**"Interest Compensation Interim Amount"** means each Payment Date an amount equal to the difference between the Interest Compensation Available Amount and the Interest Compensation Required Amount. If the Interest Compensation Interim Amount is a negative then an amount equal to the negative difference shall be classified as **"Interest Compensation Shortfall Amount"**. If an Interest Compensation Shortfall Amount exists a drawing from the Interest Compensation Ledger shall be made in an amount equal to the Interest Compensation Shortfall Amount, until the balance of the Interest Compensation Ledger is equal to zero and such amount shall be classified as **"Interest Compensation Shortfall Redemption Amount"** and shall form part of the Available Distribution Amount. If the Interest Compensation Interim Amount is positive then such positive amount shall be

classified as "**Interest Compensation Surplus Amount**" which may be released to VWFS or the Issuer in accordance with the definition of Interest Compensation Ledger Allocable Amount.

**"Interest Compensation Ledger"** means the ledger maintained on the Cash Collateral Account. The Interest Compensation Ledger will not form part of the General Cash Collateral Amount. The Interest Compensation Ledger will be available to pay Interest Compensation Shortfall Redemption Amount on any Payment Date. VWFS will be entitled to receive any Interest Compensation Ledger Release Amounts outside of the Order of Priority prior to the occurrence of a Credit Enhancement Increase Condition. Upon the occurrence of a Credit Enhancement Increase Condition the Interest Compensation Ledger Release Amount will form part of the Available Distribution Amount.

**"Interest Compensation Ledger Allocable Amount"** means on each Payment Date an amount equal to the excess of the Interest Compensation Surplus Amount over the sum of (i) Buffer Top-Up Shortfall Amount and (ii) an amount equal to any shortfall on the Interest Compensation Ledger to meet the Interest Compensation Ledger Targeted Amount, if any, which shall be credited to the Interest Compensation Ledger outside the Order of Priority.

**"Interest Compensation Ledger Release Amount"** means:

- (a) if no Credit Enhancement Increase Condition is in effect:
  - (i) on any Payment Date prior to the exercise of the Clean-Up Call Option, the amount standing to the credit of the Interest Compensation Ledger in excess of the Interest Compensation Ledger Targeted Amount; or
  - (ii) following the exercise of the Clean-Up Call Option, the balance standing to the credit of the Interest Compensation Ledger,which shall be paid to the Seller; and
- (b) if a Credit Enhancement Increase Condition is in effect, the balance standing the credit of the Interest Compensation Ledger will form part of the Available Distribution Amount.

**"Interest Compensation Ledger Targeted Amount"** means GBP 4,000,000.

**"Interest Compensation Rate"** means 0.90 per cent.

**"Interest Compensation Required Amount"** means on each Payment Date the aggregate amount for all Financing Contracts that have been subject to Early Settlement during the relevant Monthly Period calculated as the Discounted Receivables Balance for the Financing Contract subject to Early Settlement less the net present value of the future payments for the same Financing Contract calculated using the relevant internal rate of return (rather than the Discount Rate).

**"Interest Determination Agent"** means The Bank of New York Mellon, London Branch.

**"Interest Determination Date"** means the fifth London Banking Day before the Payment Date for which the Class A Interest Rate and the Class B Interest Rate, as applicable, will apply.

**"Interest Period"** means, unless otherwise mutually agreed by the parties, the period from (and including) a Payment Date to (but excluding) the next succeeding Payment Date provided that the initial Interest Period shall be the period from (and including) the Issue Date to (but excluding) the first Payment Date.

**"Interest Shortfall"** means the accrued interest which is not paid on a Note on the Payment Date related to the Interest Period in which it accrued, including but not limited to any accrued interest resulting from the correction of any miscalculation of interest payable on a Note related to the last Interest Period immediately preceding the Payment Date.

**"International Central Securities Depository" or "ICSD"** means Clearstream Luxembourg or Euroclear and **"ICSDs"** means both Clearstream Luxembourg and Euroclear collectively.

**"Investment Company Act"** means the U.S. Investment Company Act of 1940, as amended from time to time.

**"ISIN"** means the international securities identification number pursuant to the ISO – 6166 Standard.

**"ISO"** means the International Organisation for Standardisation.

**"Issue"** means the issue of the Class A Notes and the Class B Notes by the Issuer on the Issue Date.

**"Issue Date"** means 25 March 2024.

**"Issue Outstanding Amount" or "IOA"** means, in respect of the Class A Notes held under the new safekeeping structure (NSS), the total outstanding indebtedness of the Issuer as determined from time to time by reference to the Register. Where relevant, the IOA is the result of the product between the nominal amount and the Class A Notes Factor, in respect of the Class A Notes held under the new safekeeping structure (NSS).

**"Issuer"** means Driver UK Multi-Compartment S.A., a public limited liability company (*société anonyme*), having its registered office at 22-24 Boulevard Royal, L-2449 Luxembourg, registered with the Luxembourg trade and companies register under registration number B 189629, acting solely for and on behalf of its Compartment Driver UK eight.

**"Issuer-ICSDs Agreement"** means the agreement entered into by the Issuer and the ICSDs before the Class A Notes will be accepted by the ICSDs to be held under the new safekeeping structure (NSS).

**"Joint Lead Managers"** means Citigroup Global Markets Limited, Société Générale S.A. and Lloyds Bank Corporate Markets Wertpapierhandelsbank GmbH.

**"Late Delinquency Ratio"** means for any Monthly Period, the ratio expressed as a percentage of (i) the aggregated Discounted Principal Balance of all Late Delinquent Receivables as nominator and (ii) the Aggregate Discounted Receivables Balance (other than Defaulted Receivables) as at the beginning of the Monthly Period as denominator.

**"Late Delinquent Receivable"** means any Receivable (other than a Terminated Receivable or a Defaulted Receivable) in respect of which any payment, or part thereof, remains unpaid by the relevant Obligor for more than 180 days as calculated in accordance with the Customary Operating Practices.

**"Liabilities"** means, in respect of any person, any losses, damages, costs, charges, awards, claims, demands, expenses, judgments, actions, proceedings or other liabilities whatsoever including reasonable legal fees and any taxes and penalties incurred by that person, together with any VAT charged or chargeable in respect of any of the sums referred to in this definition.

**"London Banking Day"** means any day upon which banks are open for general banking business in London (excluding for the avoidance of doubt any bank holidays or a Saturday or a Sunday).

**"London Business Day"** means, for the purposes of the Swap Agreement, a London Banking Day.

**"LPA"** means the Law of Property Act 1925.

**"Luxembourg"** means the Grand Duchy of Luxembourg.

**"Luxembourg Securitisation Law"** means the Luxembourg law on securitisation of 22 March 2004, as amended from time to time.

**"Luxembourg Stock Exchange"** means Société de la Bourse de Luxembourg.

**"Luxembourg Transaction Documents"** means the Corporate Services Agreement and any other documents designated as a Luxembourg Transaction Document by the Issuer and the Security Trustee.

**"Majority"** means, as the context may require, 75 per cent. of the aggregate outstanding principal amount of the outstanding notes of a given class.

**"Master Definitions Schedule"** means Schedule 1 (*Master Definitions Schedule*) to the Incorporated Terms Memorandum.

**"Material Adverse Effect"** means, as the context may require:

- (a) a material adverse effect on the validity or enforceability of any of the Transaction Documents; or
- (b) in respect of a Transaction Party, a material adverse effect on:
  - (i) the business, operations, assets, property, condition (financial or otherwise) or prospects of such Transaction Party; or
  - (ii) the ability of such Transaction Party to perform its obligations under any of the Transaction Documents; or
  - (iii) the rights or remedies of such Transaction Party under any of the Transaction Documents.

**"Monthly Collateral Part 1"** means in respect of a Monthly Period an amount equal to the sum of (i) the Purchased Receivables becoming due in the period from (and including) the first until (and including) the fourteenth calendar day of such Monthly Period and (ii) the expected prepayments of the Purchased Receivables in the period from (and including) the first until (and including) the fourteenth calendar day of such Monthly Period, calculated on the basis of a constant prepayment rate of 20 per cent. *per annum*.

**"Monthly Collateral Part 2"** means in respect of a Monthly Period an amount equal to the sum of (i) the Purchased Receivables becoming due in the period from (and including) the fifteenth calendar day of the relevant Monthly Period until (and including) the last calendar day of such Monthly Period and (ii) the expected prepayments of the Purchased Receivables in the period from (and including) the fifteenth until (and including) the last calendar day of such Monthly Period, calculated on the basis of a constant prepayment rate of 20 per cent. *per annum*.

**"Monthly Investor Report"** means the report so named prepared by the Servicer in accordance with the Servicing Agreement.

**"Monthly Payments"** means the monthly distribution of the Available Distribution Amount on each Payment Date in accordance with the Order of Priority.

**"Monthly Period"** means a calendar month, and with respect to any Payment Date, the calendar month immediately prior to each Payment Date.

**"Monthly Remittance Condition"** shall no longer be satisfied if any of the following events occur:

- (a) either the parent of VW Finance Europe B.V., such company being in turn the parent of the Servicer (or any of its successors within the VW Group as parent of the Servicer) (A) (i) no longer has a short-term rating for unsecured and unguaranteed debt of at least "A-2" from S&P or a long-term rating for unsecured and unguaranteed debt of at least "BBB" from S&P, or (ii) where the parent of VW Finance Europe B.V., such company being in turn the parent of the Servicer (or any of its successors within the VW Group as parent of the Servicer), is not the subject of an S&P short-term rating, a long-term rating for unsecured and unguaranteed debt of at least "BBB+" from S&P, or (iii) S&P notifies the Issuer and/or the Servicer that VWFS is no longer deemed eligible under the applicable rating criteria by S&P or (B) the profit and loss sharing agreement (*Gewinnabführungsvertrag*) between Volkswagen AG and the parent of VW Finance Europe B.V., such company being in turn the parent of the Servicer (or any of its successors within the VW Group as parent of the Servicer), ceases to be in effect; or
- (b) for so long as the Class A Notes or the Class B Notes are rated by KBRA (irrespective of whether they are rated by Fitch at such time), the Fitch required ratings set out in paragraph (c) below are not satisfied; or
- (c) (i) either (A) Volkswagen AG no longer has a short-term rating for unsecured and unguaranteed debt of at least "F2" by Fitch or (B) Volkswagen AG no longer has a long-term rating for unsecured and unguaranteed debt of at least "BBB" by Fitch; or (ii) in the chain of holdings between Volkswagen AG and the Servicer either (1) the profit and loss sharing agreement (*Gewinnabführungsvertrag*) between Volkswagen AG and the parent of VW Finance Europe B.V., such company being in turn the parent of the Servicer (or any of its successors within the VW Group as parent of the Servicer), or the letter of comfort between the parent of VW Finance Europe B.V. and VW Finance Europe B.V. ceases to be in effect, or (2) any company in such chain is not a branded "Volkswagen", or (iii) Volkswagen AG directly or indirectly holds less than 75 per cent. of the shares of the Servicer.

**"Net Swap Payment"** means for the Swap Agreement, the net amounts with respect to regularly scheduled payments owed by the Issuer to the Swap Counterparty, if any, on any Payment Date, including any interest accrued thereon, under the Swap Agreement, excluding Swap Termination Payments and any other amounts payable to the Swap Counterparty under the Swap Agreement.

**"Net Swap Receipts"** means for the Swap Agreement, the net amounts owed by the Swap Counterparty to the Issuer, if any, on any Payment Date, excluding any Swap Termination Payments. For further clarity, this term does not include any amounts transferred as collateral.

**"New Issuer"** means any Person which substitutes the Issuer pursuant to Condition 10.

**"New Security Trustee"** has the meaning given to that term in Clause 8.4 (*Authority to Collect; Assumptions of Obligations; Further Assignment*) of the Trust Agreement.

**"Nominal Amount"** means the amount issued for the Class A Notes or the Class B Notes, as applicable.

**"Non-Conforming Receivable"** means each Receivable in respect of which any representations and warranties set out in Clause 9.1 (*Warranties and Representations*) of the Receivables Purchase Agreement proves to have been incorrect and has not been remedied by VWFS pursuant to the terms of Clause 10 (*Repurchase*) of the Receivables Purchase Agreement.

**"Northern Irish Receivables"** means all Purchased Receivables which are governed by or otherwise subject to Northern Irish law (including, without limitation, those arising under Financing Contracts in respect of which the address for invoicing of the relevant Obligor is situated in Northern Ireland) and all rights (other than Excluded Amounts) of the Seller under the Financing Contracts from which those Purchased Receivables are derived including (without limitation) all Ancillary Rights.

**"Notes Factor"** means the Class A Notes Factor or the Class B Notes Factor or the combination of them.

**"Note Principal Amount Outstanding"** means, in relation to a Note on any day, the principal amount of such Note upon issue as reduced by all amounts paid prior to such date on such Note in respect of principal.

**"Note Purchase Agreement"** means the note purchase agreement dated on or about the Closing Date and entered into between, amongst others, the Issuer, the Seller, the Joint Lead Managers and the Security Trustee in relation to the Notes, as amended from time to time.

**"Note Purchase Price"** shall have the meaning given to that term in clause 3.1 (*Purchase and Sale of the Notes*) of the Note Purchase Agreement.

**"Note Purchaser"** means each purchaser of Notes under the Note Purchase Agreement.

**"Noteholders"** means the holders of the Notes.

**"Notes"** means the Class A Notes and the Class B Notes, collectively.

**"Notice of Sale"** means a notice in writing regarding the sale of Receivables in the form set out in Schedule 1 (*Form of Notice of Sale*) to the Receivables Purchase Agreement

**"Notification Event"** means the occurrence of any of the following events:

- (a) **Non-Payment:** VWFS or the guarantor fails to pay any amount due under any Transaction Documents within three Business Days after the earlier of its becoming aware of such default and its receipt of written notice by or on behalf of the Security Trustee requiring the same to be remedied;
- (b) **Attachment:** all or any part, whose aggregate value exceeds 10 (ten) per cent., of the value of any property, business, undertakings, assets or revenues of VWFS having been attached as a result of any distress, execution or diligence being levied or any encumbrance taking possession or similar attachment and such attachment has not been lifted within 30 days;
- (c) **Insolvency Event:** an Insolvency Event, in respect of VWFS or the Servicer;

- (d) **Security Interest:** VWFS creates or grants any Security Interest or permits any Security Interest to arise or purports to create or grant any Security Interest or purports to permit any Security Interest to arise (i) over or in relation to (1) any Purchased Receivable; (2) any right, title or interest or the Issuer in relation to a Purchased Receivable or the Collections; or (3) any proceeds of or sums received or payable in respect of a Purchased Receivable, in each case other than as permitted under the Transaction Documents;
- (e) **Dispute:** VWFS disputes, in any manner, the validity or efficacy of any sale and purchase of a Receivable under the Receivables Purchase Agreement and as a result, in the reasonable opinion of the Security Trustee, there is, or is likely to be, a Material Adverse Effect on the ability of VWFS to perform its obligations under the Transaction Documents or the enforceability, collectability or origination of the Purchased Receivables is or is likely to be materially prejudiced;
- (f) **Illegality:** it becomes impossible or unlawful for VWFS to continue its business and/or discharge its obligations as contemplated by the Transaction Documents and as a result, in the reasonable opinion of the Security Trustee, there is, or is likely to be, a Material Adverse Effect on the ability of VWFS to perform its obligations under the Transaction Documents or the enforceability, collectability or origination of the Purchased Receivables is or is likely to be materially prejudiced;
- (g) **Failure to repurchase:** VWFS fails to (i) repurchase a Non-Conforming Receivable having become obliged to do so pursuant to Clause 10 (*Repurchase*) of the Receivables Purchase Agreement or (ii) pay any amount required pursuant to Clause 11 (*Payment for non-existent Receivables*) of the Receivables Purchase Agreement.

"**Notification Event Notice**" means a notice to be given pursuant to Clause 13 (*Notification*) of the Receivables Purchase Agreement in the form set out in Schedule 4 (*Form of Notification Event Notice*) of the Receivables Purchase Agreement.

"**NSS**" means the new safekeeping structure.

"**Obligor**" means, with respect to any Receivable, the person or persons obliged directly or indirectly to make payments in respect of such Receivable, including any person who has guaranteed the obligations in respect of such Receivable.

"**Observation Period**" means the period from and including the date falling five London Banking Days prior to the first day of the relevant Interest Period and ending on, but excluding, the date falling five Business Days prior to the Payment Date for such Interest Period (or, if applicable, the date falling five Business Days prior to any other date on which a payment of interest is to be made in respect of the Notes).

"**Offer Date**" means the Initial Offer Date and each Additional Offer Date.

"**Prospectus**" means the Prospectus dated 20 March 2024 prepared in connection with the issue by the Issuer of the Notes.

"**Order of Priority**" means the order of priority according to which the payments of interest and principal to the Noteholders are distributed and other payments due and payable by the Issuer are made as more specifically described in Clause 21.3 and Clause 21.5 (*Order of Priority*) of the Trust Agreement.

"**Other Charged Contracts**" means, other than the Charged Transaction Documents, each contract, agreement, deed and document, present and future, to which the Issuer is or becomes a party (other than the Deed of Charge and Assignment, the German Transaction

Documents, the Luxembourg Transaction Documents, any Scottish Declaration of Trust and any Assignment in Security).

**"Paying Agent"** means The Bank of New York Mellon, London Branch.

**"Payment Dates"** means the 25<sup>th</sup> of each month, or, in the event such day is not a Business Day, then on the next following Business Day unless that day falls in the next calendar month, in which case the date will be the first preceding day that is a Business Day, beginning 25 April 2024 (each a **"Payment Date"**).

**"Payment Instruction"** shall have the meaning given to that term in clause 6.3 (*Operating/Release Procedure*) of the Account Agreement.

**"Payment Services Regulations"** means the Payment Services Regulations 2009 (as amended from time to time).

**"Parent"** means either

- (a) Volkswagen Financial Services AG on the Closing Date, or subsequently
- (b) each company:
  - (i) which holds directly at least 50% of the shares in the parent company of the Seller; and
  - (ii) between which and the parent company of the Seller a profit and loss sharing agreement (*Gewinnabführungsvertrag*) is in place.

**"PCP Agreement"** or **"PCP"** means each personal contract plan agreement entered into between an Obligor and VWFS in the form of standard business terms or otherwise pursuant to which VWFS has provided financing to an Obligor where the Final Rental Amount is substantially greater than the previous payments due under such contract and such Final Rental Amount is optional pursuant to the terms of such contract.

**"PCP Receivables"** means the Purchased Receivables owing by the Obligors under the PCP Agreements.

**"PCP Recoveries"** means, with respect to any calendar month, an amount equal to the aggregate of all amounts (other than scheduled payments) received during such month in respect of PCP Agreements with respect to which the related Vehicle was finally sold (whether to the user thereof or any other party), including the proceeds received during such month in respect of Vehicles sold pursuant to such PCP Agreements and the amounts received during such month in respect of excess mileage pursuant to such PCP Agreements.

**"PCP Return Balance"** means the Discounted Receivables Balance of any Purchased Receivable which is subject to an RV Event.

**"Person"** means an individual, partnership, corporation (including a business trust), unincorporated association, trust, joint stock company, limited liability company, joint venture or other entity, or a government or political subdivision, agency or instrumentality thereof.

**"Portfolio Decryption Key"** means the portfolio decryption key for the decryption of the list of names and addresses of the respective Obligors for each contract number relating to a Financing Contract.



**"Preliminary Prospectus"** means the Prospectus issued by the Issuer in preliminary form dated 9 February 2024.

**"Principal"** means, in respect of a Receivable, each of the scheduled periodic payments of principal payable by the respective Obligor as provided for in accordance with the terms of the relevant Financing Contract, as may be modified from time to time to account e.g. for unscheduled prepayments by the Obligor.

**"Prospectus Regulation"** means Regulation (EU) 2017/1129 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

**"Purchase Date"** means the Closing Date or an Additional Purchase Date, as applicable.

**"Purchased Receivables"** means the Initial Receivables and the Additional Receivables.

**"Purchased Receivable Records"** means the original and/or any copies of the Financing Contracts and all documents, books, records and information, in whatever form or medium, relating to the Financing Contracts, including all computer tapes and discs specifying, among other things, Obligor details, the amount and dates on which payments are due and are paid under the Financing Contracts, which are from time to time maintained by the Servicer or the Seller with respect to the Purchased Receivables and/or the related Obligors.

**"Purchaser"** means the Issuer.

**"Rating Agencies"** means Fitch, S&P and KBRA.

**"Receivable"** means any amount (other than Excluded Amounts) owing by an Obligor to the Seller under a Financing Contract and sold to the Issuer by the Seller, including, for the avoidance of doubt but without limitation, the Ancillary Rights relating to such Receivable.

**"Receivables Purchase Agreement"** means the receivables purchase agreement entered into between the Issuer, the Seller and the Security Trustee dated on or about the Closing Date, as amended from time to time.

**"Receiver"** or **"receiver"** means any receiver or administrative receiver or any analogous officer in any jurisdiction (who in the case of an administrative receiver is a qualified person in accordance with the Insolvency Act) and who is appointed by the Security Trustee under the Deed of Charge and Assignment in respect of the security and includes more than one such receiver and any substituted receiver.

**"Redelivery Financing Contract"** means a Redelivery PCP Financing Contract or a Redelivery VT Financing Contract, as applicable.

**"Redelivery PCP Financing Contract"** means a PCP Agreement under which the Obligor opts to make full and final settlement of a PCP Agreement by redelivery to the Seller of the Vehicle financed by such PCP Agreement.

**"Redelivery Purchased Receivable"** means a Purchased Receivable, in respect of which the related Financing Contract is a Redelivery Financing Contract.

**"Redelivery Repurchase Agreement"** means the Redelivery Repurchase Agreement between VWFS, the Issuer and the Security Trustee dated on or about the Closing Date.

**"Redelivery Repurchase Date"** means the Payment Date on which a Redelivery Purchased Receivable is repurchased by VWFS pursuant to the terms of the Redelivery Repurchase Agreement.

**"Redelivery Repurchase Price"** means an amount equal to (i) the outstanding principal balance of a Redelivery Purchased Receivable as at the first day of the Monthly Period in which such Purchased Receivable becomes a Redelivery Purchased Receivable together with any arrears outstanding on such date but excluding any future interest payments (calculated on the basis of the Obligor internal rate of return) multiplied by (ii) one (1) minus the Replenished Receivables Overcollateralisation Percentage.

**"Redelivery VT Financing Contract"** means a Regulated Financing Contract which is subject to Voluntary Termination.

**"Register"** means the register kept and maintained by the Registrar on which the names and addresses of the Noteholders and the particulars of the Notes held by such Noteholders and all transfers and payments (of interest and principal) of such Notes will be entered.

**"Registered Holder"** means the nominee of the Common Safekeeper, or, as applicable, of the common depository for Euroclear and Clearstream Luxembourg in whose name the Global Note has been registered.

**"Registrar"** means The Bank of New York Mellon SA/NV, Luxembourg Branch.

**"Regulated Financing Contracts"** means the Financing Contracts which are regulated by the CCA.

**"Regulation S"** means Regulation S under the Securities Act, as amended from time to time.

**"Relevant Clearing System"** means either Clearstream Luxembourg or Euroclear and **"Relevant Clearing Systems"** means both Clearstream Luxembourg and Euroclear collectively.

**"Relevant Controller"** means VWFS until the first to occur of (i) the Servicer Termination Date or (ii) the service of a Notification Event Notice on the Obligors and thereafter the Issuer.

**"Relevant Contracts"** means the Charged Transaction Documents and the Other Charged Contracts.

**"Relevant Information"** means any information relating to the transaction (or any individual item comprised therein) that is likely to have a material impact on the value or price of all or certain of the Notes and which is not already publicly available information.

**"Replenished Additional Discounted Receivables Balance"** means on any Additional Purchase Date, the Accumulation Amount used to purchase Additional Receivables in order to maintain the then outstanding principal amount of Class A Notes and then outstanding principal amount of Class B Notes divided by one (1) minus the Replenished Receivables Overcollateralisation Percentage, all as determined with respect to such Additional Purchase Date.

**"Replenished Receivables Overcollateralisation Percentage"** means 3.402 per cent

**"Repurchase Date"** means any date on which Receivables are repurchased by VWFS following retransfer of a Non-Conforming Receivable pursuant to the terms of the Receivables Purchase Agreement.

**"Repurchased Receivable"** shall have the meaning given to that term in clause 10.5 (*Repurchase*) of the Receivables Purchase Agreement.

**"Repurchase Notice"** shall have the meaning given to that term in clause 10.2 (*Repurchase*) of the Receivables Purchase Agreement.

**"Retained Profit Amount"** means, subject to and in accordance with the relevant Order of Priority, a profit for the Issuer of GBP 10 payable on each Payment Date.

**"Retained Profit Ledger"** means the ledger maintained on the Cash Collateral Account. Amounts standing to the credit of the Retained Profit Ledger shall not form part of the General Cash Collateral Amount. The Retained Profit Ledger will on each Payment Date, be credited with the Retained Profit Amount.

**"Revolving Period"** means the period from (and including) the Closing Date and ending on (and including) the earlier of (i) the Payment Date in September 2024 and (ii) the occurrence of an Early Amortisation Event.

**"Rules"** shall have the meaning given to that term in clause 12.3 (*Miscellaneous*) of the Agency Agreement.

**"RV Event"** means that a PCP Agreement matures and the relevant Vehicle is returned to VWFS for sale.

**"Scheduled Repayment Date"** means the Class A Scheduled Repayment Date or the Class B Scheduled Repayment Date, accordingly.

**"Scottish Declaration of Trust"** means a declaration of trust, substantially in the form of either Part A or Part B of Schedule 5 (*Form of Scottish Declaration of Trust*) to the Receivables Purchase Agreement entered into by VWFS in favour of the Purchaser pursuant to the terms of the Receivables Purchase Agreement.

**"Scottish Receivables"** means all Purchased Receivables which are governed by or otherwise subject to Scottish law (including, without limitation, those arising under Financing Contracts in respect of which the address for invoicing of the relevant Obligor is situated in Scotland) and all rights (other than Excluded Amounts) of the Seller under the Financing Contracts from which those Purchased Receivables are derived including (without limitation) all Ancillary Rights.

**"Scottish Trust"** means the trust in respect of Scottish Receivables constituted pursuant to any Scottish Declaration of Trust.

**"Scottish Trust Property"** means the Scottish Receivables, the Vehicles relating to such Scottish Receivables and all Collections received in respect of such Scottish Receivables, together with all Ancillary Rights, funds, property, interest, right, title and proceeds, deriving from or relating to such Scottish Receivables (other than Excluded Amounts) held in trust pursuant to a Scottish Declaration of Trust.

**"Screen"** means Reuters Screen SONIA; or

- (a) such other page as may replace Reuters Screen SONIA on that service for the purpose of displaying such information; or

- (b) if that service ceases to display such information, such page as displays such information on such service (or, if more than one, that one previously selected by the Issuer) as may replace such screen;

**"Secured Obligations"** means all present and future duties and liabilities of the Issuer which the Issuer has covenanted with the Security Trustee to pay to the Noteholders and the other Transaction Creditors pursuant to clause 4.2 (*Position of the Security Trustee in relation to the Issuer*) of the Trust Agreement.

**"Securities Act"** means the U.S. Securities Act of 1933, as amended from time to time.

**"Securitisation Regulation"** means the EU Securitisation Regulation and the UK Securitisation Regulation.

**"Securitisation Regulation Disclosure Requirements"** means the Securitisation Regulation (EU) Disclosure Requirements and the Securitisation Regulation (UK) Disclosure Requirements.

**"Securitisation Regulation (EU) Disclosure Requirements"** means the disclosure requirements set out in Article 7 of the EU Securitisation Regulation and Commission Delegated Regulation (EU) 2020/1224.

**"Securitisation Regulation (UK) Disclosure Requirements"** means the disclosure requirements set out in Article 7 of the UK Securitisation Regulation including (for the avoidance of doubt) the Technical Standards (Specifying the Information and the Details of a Securitisation to be made available by the Originator, Sponsor and SSPE) (EU Exit) Instrument 2020.

**"Security"** means all the Adverse Claims from time to time created by the Issuer in favour of the Security Trustee (and also for the benefit of the Transaction Creditors) pursuant to the provisions of the Deed of Charge and Assignment, any Assignment in Security and the Trust Agreement.

**"Security Documents"** means the Trust Agreement, the Deed of Charge and Assignment and any Assignment in Security and any other security documents executed pursuant to the Deed of Charge and Assignment collectively.

**"Security Interest"** means any mortgage, charge, assignment or assignment by way of security, lien, pledge, hypothec, counterclaim or right of set-off (or other analogous rights), options, rights to acquire, retention of title, flawed asset or blocked-deposit arrangement, right of recession, defence or any other encumbrance or security interest or security arrangement whatsoever created or arising under any relevant law or any agreement or arrangement having the effect of or performing the economic function of conferring security howsoever created or arising.

**"Security Protection Notice"** shall have the meaning given to that term in clause 5.1 (*Crystallisation by notice*) of the Deed of Charge and Assignment.

**"Security Trustee"** means Intertrust Trustees GmbH, Eschersheimer Landstraße 14, 60322 Frankfurt am Main, Germany.

**"Security Trustee Replacement Cost"** shall have the meaning given to that term in clause 30.5 (*Termination by the Security Trustee for Good Cause*) of the Trust Agreement.

**"Seller"** means Volkswagen Financial Services (UK) Limited.

**"Servicer"** means VWFS unless the engagement of VWFS as servicer of the Issuer is terminated in which case Servicer shall mean the replacement Servicer (if any).

**"Servicer Fee"** means on any Payment Date, an amount equal to one per cent. per annum (calculated on the basis of a 365 day year for days actually elapsed) of the Discounted Receivables Balance for such Payment Date.

**"Servicer Records"** means the original and/or any copies of all documents and records, in whatever form or medium, relating to the Services including all computer tapes, files and discs relating to the Services.

**"Servicer Replacement Event"** means the occurrence of any event described in paragraphs (a) to (d) below:

- (a) the Servicer fails to make any payment or deposit to be made by it to the Distribution Account and such failure to pay has not been remedied within five (5) Business Days after the earliest of (i) receipt by the Servicer of a written notice from Issuer of such failure to pay or (ii) the Servicer becoming aware of such failure to pay;
- (b) the Servicer fails to perform or observe in any material respect any material term, covenant or agreement hereunder applicable to it (other than as referred to in paragraph (a) above) and such failure shall remain unremedied for sixty (60) days (or if such failure is not capable of remedy, in the Servicer's sole discretion, five Business Days) after receipt by the Servicer of written notice from the Issuer requiring the failure to be remedied, (which Servicer Replacement Event shall be deemed to occur only upon the last day of the relevant period);
- (c) any material written representation or warranty made by the Servicer in its capacity as such in the Servicing Agreement or any of the Transaction Documents proves to have been incorrect, in any material respect, when made or deemed to be made by reference to the facts and circumstances then subsisting (provided, that repurchase or exchange of a Receivable by VWFS in accordance with the Receivables Purchase Agreement shall be deemed to remedy such circumstances with respect to such Receivable), and such incorrect representation or warranty shall remain unremedied for sixty (60) days (or, if such failure is not capable of remedy, in the Servicer's sole discretion, five Business Days) after receipt by the Servicer of written notice from the Issuer requiring the circumstances causing or responsible for such misrepresentation to be remedied (which Servicer Replacement Event shall be deemed to occur only upon the last day of the relevant period); or
- (d) the Servicer becomes subject to an Insolvency Event;

provided, however, that if a Servicer Replacement Event referred to under paragraph (a) to (c) above has occurred and was caused by an event beyond the reasonable control of the Servicer and if the respective delay or failure of performance is cured within a period of 150 days from the date on which the original failure to make payment, breach of term, covenant or agreement or breach of representation or warranty referred to under paragraph (b) to (c) occurred, a Servicer Replacement Event will be deemed not to have occurred.

**"Servicer Report"** means the report so named prepared by the Servicer in accordance with the Servicing Agreement.

**"Servicer Report Performance Date"** means the second Business Day prior to each Payment Date.

**"Servicer Termination Date"** means the date specified by the Issuer and/or the Security Trustee in the Servicer Termination Notice.

**"Servicer Termination Notice"** means the notice given by the Issuer and by the Security Trustee to the Servicer pursuant to Clause 6.1 (*Servicer Replacement and Termination*) of the Servicing Agreement.

**"Services"** means the services to be provided by the Servicer as set out in the Servicing Agreement.

**"Servicing Agreement"** means the servicing agreement between the Servicer, the Issuer and the Security Trustee dated on or about the Closing Date, as amended from time to time.

**"Settlement Amount"** means the amount payable by VWFS to the Issuer pursuant to clauses 10.1 and 10.2 (*Repurchase*) of the Receivables Purchase Agreement, clause 3 (*Redelivery Repurchase Price*) of the Redelivery Repurchase Agreement and (when applicable), following the exercise of the Clean-Up Call Option, includes the Clean-Up Call Option Settlement Amount.

**"SFTR"** means the European Regulation 2015/2365 of 25 November 2015, known as the Securities Financing Transactions Regulation and any implementing laws or regulations in force in the United Kingdom in relation to the Securities Financing Transactions Regulation or amending the Securities Financing Transactions Regulation as it applies in the United Kingdom (together with applicable directions, secondary legislation, guidance, regulatory technical standards, implementing technical standards and related documents published by the FCA and the PRA of the United Kingdom).

**"Shortfall"** shall have the meaning given to that term in clause 6.3 (*Duties of the Paying Agent, Cash Administrator and Interest Determination Agent*) of the Agency Agreement.

**"Solvency II Regulation"** means the EU Solvency II Regulation and the UK Solvency II Regulation.

**"SONIA"** means the Sterling Overnight Index Average.

**"SONIA Administrator"** means the Bank of England.

**"SONIA Reference Rate"** means, in respect of any London Banking Day, a reference rate equal to the daily SONIA rate for such London Banking Day as provided by the SONIA Administrator to authorised distributors and as then published on the Screen or, if the Screen is unavailable, as otherwise published by such authorised distributors (on the London Banking Day immediately following such London Banking Day).

**"Specified General Cash Collateral Account Balance"** means (1) initially GBP 7,434,150, (2) each Payment Date, the greater of (a) 1.45 per cent. of the aggregate nominal amount of the Notes outstanding as at the end of the Monthly Period and (b) the lesser of (i) 1.00 per cent. of the initial nominal amount of the Notes, and (ii) the aggregate nominal amount of the Notes outstanding as of the end of the Monthly Period.

**"Subordinated Lender"** means Volkswagen Financial Services (UK) Limited.

**"Subordinated Loan"** means the GBP 74,750,897.18 subordinated loan received (or to be received) by the Issuer under the Subordinated Loan Agreement.

**"Subordinated Loan Agreement"** means the subordinated loan agreement dated on or about the Closing Date, as amended from time to time, and entered into by, amongst others, the Issuer, the Subordinated Lender and the Security Trustee, under which the Subordinated Lender will advance (or has advanced) the Subordinated Loan to the Issuer.

**"Successor Bank"** means the successor account bank determined in accordance with the Account Agreement.

**"Supplemental Servicer Fee"** means any and all amounts charged to or payable by an Obligor under or in respect of a Financing Contract in respect of (a) charges payable as a result of a late payment of a Receivable owing under such Financing Contract, (b) fees for any extension of the term of that Financing Contract, and (c) any other administrative fees payable under that Financing Contract.

**"Swap Agreement"** means (i) the interest rate swap agreement between the Issuer and the Swap Counterparty in respect of the Notes pursuant to the 2002 ISDA Master Agreement, as applicable, (ii) the associated schedule, (iii) the credit support annex and (iv) a confirmation dated 26 February 2024 or any amendments thereto to swap a floating interest rate under such Notes against a fixed rate.

**"Swap Counterparty"** means the Royal Bank of Canada.

**"Swap Replacement Proceeds"** means any amounts received from a replacement Swap Counterparty in consideration for entering into a replacement Swap Agreement for a terminated Swap Agreement.

**"Swap Subordinated Amounts"** means any termination amount payable by the Issuer to the Swap Counterparty under the Swap Agreement as a result of either (i) an Event of Default (as defined in the Swap Agreement) where such Swap Counterparty is the Defaulting Party (as defined in the Swap Agreement), or (ii) an Additional Termination Event (as defined in the Swap Agreement) (which occurs as a result of the failure of such Swap Counterparty to comply with the requirements of a rating downgrade provision set out under the Swap Agreement).

**"Swap Tax Credit"** means any amounts relating to tax credits payable by the Issuer to the Swap Counterparty pursuant to the provisions of the Swap Agreement;

**"Swap Termination Payment"** means the payment due to the Swap Counterparty by the Issuer or to the Issuer by the Swap Counterparty, including interest that may accrue thereon, under the Swap Agreement due to a termination of the Swap Agreement due to an "event of default" or "termination event" under the Swap Agreement.

**"S&P"** means S&P Global Ratings Europe Limited and any successor to the debt rating business thereof.

**"S&P Collateral Framework Option"** shall have the meaning given to it in the relevant Swap Agreements.

**"Targeted Class A Note Balance"** means:

- (a) except in the case of (b), the excess of the Aggregate Discounted Receivables Balance as of the end of the relevant Monthly Period over the Class A Targeted Overcollateralisation Amount; and
- (b) zero, if the Aggregate Discounted Receivables Balance as of the end of the relevant Monthly Period is less than 10 per cent. of the Aggregate Discounted Receivables Balance as of the Initial Cut-Off Date or if a Servicer Replacement Event occurs.

**"Targeted Class B Note Balance"** means:

- (a) except in the case of (b), the excess of the Aggregate Discounted Receivables Balance as of the end of the relevant Monthly Period over the Targeted Class A Note Balance and the Class B Targeted Overcollateralisation Amount; and
- (b) zero, if the Aggregate Discounted Receivables Balance as of the end of the relevant Monthly Period is less than 10 per cent. of the Aggregate Discounted Receivables Balance as of the Initial Cut-Off Date or if a Servicer Replacement Event occurs.

**"Tax Information Arrangement"** means any governmental or inter-governmental arrangement, or other arrangement between competent authorities, for the cross-border exchange of Tax information applicable in any jurisdiction (or any treaty, law, regulation, or official guidance enacted, issued or amended in any jurisdiction which facilitates the implementation of such arrangement) including (without limitation) FATCA, any arrangement analogous to FATCA, and any bilateral or multilateral Tax information arrangement.

**"Terminated Receivable"** means any Purchased Receivable where:

- (a) the Obligor related to such Purchased Receivable has elected to exercise its right to return such Vehicle and terminate the Financing Contract to which such Purchased Receivable relates under the Consumer Credit Act 1974; or
- (b) any Receivable which has been "Hostile Terminated" in accordance with the Servicer's Customary Operating Practices; or
- (c) any Receivable that has been subject to a RV Event.

**"Transaction"** means the Transaction Documents, together with all agreements and documents executed in connection with the issuance of the Class A Notes and the Class B Notes, the performance thereof and all other acts, undertakings and activities connected therewith.

**"Transaction Creditors"** means the Noteholders, the Note Purchasers, the Security Trustee, any Receiver, VWFS in its capacity as Seller, the Servicer, the Subordinated Lender, the Paying Agent, the Registrar, the Swap Counterparty, the Cash Administrator, the Interest Determination Agent, the Joint Lead Managers, the Account Bank, the Arranger and the Corporate Services Provider.

**"Transaction Documents"** means the English Transaction Documents, the German Transaction Documents, the Luxembourg Transaction Documents any Scottish Declaration of Trust and any Assignment in Security and any further documents entered into pursuant to any of them.

**"Transaction Parties"** means all transaction parties to the Transaction Documents.

**"Transfer Period"** has the meaning given to that term in Clause 6.17 (*Servicer Replacement and Termination*) of the Servicing Agreement.

**"Trust Agreement"** means the trust agreement dated on or about the Closing Date and entered into by, amongst others, the Issuer and the Security Trustee as amended from time to time.

**"Trustee Claim"** shall have the meaning given to that term in Clause 4.2 (*Position of the Security Trustee in relation to the Issuer*) of the Trust Agreement.

**"T2 System"** means the real time gross settlement system operated by the Eurosystem, or any successor system.



"**UCPD**" means the Unfair Commercial Practices Directive No 2005/29.

"**UK**" or the "**United Kingdom**" means the United Kingdom of Great Britain and Northern Ireland.

"**UK AIFM Regulation**" means Regulation (EU) No 231/2013 of 19 December 2012, as it forms part of domestic law of the United Kingdom by virtue of the EUWA and any implementing laws or regulations in force in the United Kingdom in relation to the EU AIFM Regulation or amending the EU AIFM Regulation as it applies in the United Kingdom (together with applicable directions, secondary legislation, guidance, regulatory technical standards, implementing technical standards and related documents published by the FCA and the PRA of the United Kingdom).

"**UK CRR**" means Regulation (EU) 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, and amending Regulation (EU) No 648/2012, as amended, as it forms part of domestic law of the United Kingdom by virtue of the EUWA and any implementing laws or regulations in force in the United Kingdom in relation to EU CRR or amending EU CRR as applies in the United Kingdom (together with applicable directions, secondary legislation, guidance, regulatory technical standards, implementing technical standards and related documents published by the FCA and the PRA of the United Kingdom).

"**UK General Data Protection Regulation**" means Regulation (EU) 2016/679 of 27 April 2016 as it forms part of domestic law of the United Kingdom by virtue of the EUWA and any implementing laws or regulations in force in the United Kingdom in relation to EU General Data Protection Regulation or amending EU General Data Protection Regulation as it applies in the United Kingdom (together with applicable directions, secondary legislation, guidance, regulatory technical standards, implementing technical standards and related documents published by the FCA and the PRA of the United Kingdom).

"**UK Securitisation Regulation**" means Regulation (EU) No 2017/2402 dated 12 December 2017, as it forms part of domestic law of the United Kingdom by virtue of the EUWA, and any implementing laws or regulations in force in the United Kingdom in relation to the EU Securitisation Regulation or amending the EU Securitisation Regulation as it applies in the United Kingdom (together with applicable directions, secondary legislation, guidance, binding technical standards and related documents published by the FCA and the PRA of the United Kingdom).

"**UK Solvency II Regulation**" means Regulation (EU) 2015/35 of 10 October 2014 on the taking up and pursuit of the business of insurance and reinsurance as it forms part of domestic law of the United Kingdom by virtue of the EUWA and any implementing laws or regulations in force in the United Kingdom in relation to the EU Solvency II Regulation or amending the EU Solvency II Regulation as it applies in the United Kingdom (together with applicable directions, secondary legislation, guidance, regulatory technical standards, implementing technical standards and related documents published by the FCA and the PRA of the United Kingdom).

"**United States**" or "**U.S.**" means, for the purpose of issue of the Notes and the Transaction Documents, the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, America Samoa, Wake Island and the Northern Mariana Islands).

"**U.S. Person**" means a U.S. person within the meaning of Regulation S and the U.S. Risk Retention Rules.

**"U.S. Risk Retention Rules"** means Regulation RR (17 C.F.R Part 246) implementing the risk retention requirements of Section 15G of the U.S. Securities Exchange Act of 1934, as amended, adopted pursuant to the requirements of Section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

**"Value Added Tax"** (or **"VAT"**) means, and shall be construed as, a reference to value added tax including any similar tax which may be imposed in place thereof from time to time.

**"VAT Component"** means the notional amount of each payment made by an Obligor under a Financing Contract in respect of a Purchased Receivable which constitutes VAT thereof.

**"Vehicle"** means, with respect to any Receivable, any vehicle the subject of the Financing Contract related to such Receivable.

**"Voluntary Termination"** means the voluntary termination of a Regulated Financing Contract by an Obligor pursuant to sections 99 and 100 of the CCA.

**"VW Group"** means Volkswagen Aktiengesellschaft and any of its Affiliates.

**"VWFS"** means Volkswagen Financial Services (UK) Limited.

**"VWFS Power of Attorney"** means the power of attorney granted in favour of the Issuer pursuant to the Receivables Purchase Agreement.

**"Weighted Average Seasoning"** means, on each Payment Date, the weighted average seasoning of the Receivables, calculated on a contract by contract basis as the original term minus the remaining term of such contract.

**"Written-Off Purchased Receivables"** means Purchased Receivables which have been reduced by recoveries and finally written off by VWFS in its capacity as Servicer in accordance with its customary accounting practice in effect from time to time.

**"Written-Off Purchased Receivable Repurchase Price"** means, regarding a Written-Off Purchased Receivable and a Monthly Period, the amount received by the Issuer under clause 10.8 (*Repurchase*) of the Receivables Purchase Agreement.

1.2 In this Master Definitions Schedule, words denoting the singular number only shall also include the plural number and vice versa, words denoting one gender only shall include the other genders, and words denoting individuals only shall include firms and corporations and vice versa.

## 2. INTERPRETATION

In any Transaction Document, the following shall apply:

2.1 in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding";

2.2 the word "including" shall not be exclusive and shall mean "including, without limitation";

2.3 if any date specified in any Transaction Document would otherwise fall on a day that is not a Business Day, that date will be 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;

- 2.4 if an amount is specified to be calculated or outstanding on a Payment Date, such amount shall be determined prior to the distribution of the Available Distribution Amount in accordance with the applicable Order of Priority;
- 2.5 periods of days shall be counted in calendar days unless Business Days are expressly prescribed;
- 2.6 the expression "tax" shall be construed so as to include any tax, levy, impost, duty or other charge of similar nature and all related withholdings or deductions and, including, without limitation, any penalty, charge or interest payable relating to any of the foregoing;
- 2.7 a reference to law, treaty, statute, regulation, order, decree, directive or guideline of any governmental authority or agency, or any provision thereof, shall be construed as a reference to such law, statute, regulation, order, decree, directive or guideline, or provision, as the same may have been, or may from time to time be, amended or re-enacted;
- 2.8 any reference to any Person appearing in any of the Transaction Documents shall include its successors and permitted assigns;
- 2.9 any reference to an agreement, deed or document shall be construed as a reference to such agreement, deed or document as the same may from time to time be amended, varied, novated, supplemented, replaced or otherwise modified;
- 2.10 to the extent applicable, the headings of Clauses, schedules, sections, articles and exhibits are provided for convenience only. They do not form part of any Transaction Document and shall not affect its construction or interpretation. Unless otherwise indicated, all references in any Transaction Document to Clauses, schedules, sections, articles and exhibits refer to the corresponding Clauses, schedules, sections, articles or exhibits of that Transaction Document;
- 2.11 unless specified otherwise, "promptly" or "immediately" shall mean without undue delay (ohne schuldhaftes Zögern);
- 2.12 "novation" shall, for the purposes of documents governed by German law, be construed as "Vertragsübernahme". "To novate" shall be interpreted accordingly;
- 2.13 an "assignment", a "transfer" and/or a "sale in relation to the Initial Receivables or the Additional Receivables transferred or to be transferred by the Seller to the Issuer pursuant to the Receivables Purchase Agreement shall, unless the context requires otherwise, in the context equivalent to the sale, transfer and equitable assignment of Scottish Receivables, be construed to include a declaration of trust constituted by a Scottish Declaration of Trust in respect of any applicable Receivables and all rights and interests relative thereto and the terms "assigned", "assign", "transferred", "sell" and "sold" shall be construed accordingly in the context of the Initial Receivables and/or the Additional Receivables and/or any Receivables and any right and interest relating thereto as aforesaid;
- 2.14 "set-off" shall be deemed to include analogous rights in other relevant jurisdictions; and
- 2.15 in respect of assets, rights and interests governed by Scots law, references in the Transaction Documents to (i) "beneficial title" shall be construed as references to the beneficial interest therein pursuant to a declaration of trust, (ii) "beneficially owned" shall be construed as references to holding the beneficial interest therein pursuant to a declaration of trust, (iii) "beneficial owner" shall be construed as the holder of the beneficial interest therein pursuant to a declaration of trust, (iv) "legal interest" shall be construed as

references to the whole right and title of the proprietor, holder, owner or creditor thereof, other than the beneficial interest and (v) "legal owner" shall be construed as "owner".

## SCHEDULE 2

### Common Terms

The Terms "Transaction Document" and "Transaction Documents" shall, when used in these Common Terms, mean "Transaction Document" and "Transaction Documents", respectively, in each case excluding the Conditions.

1. **FURTHER ASSURANCE**

Except where any Transaction Document specifies otherwise, each Transaction Party shall (at such Transaction Party's (other than the Security Trustee's) cost) do and execute, or arrange for the doing and executing of, each act, document and thing reasonably requested of it by any other Transaction Party in order to implement and/or give effect to such Transaction Document and the Transaction.

2. **ENTIRE AGREEMENT**

Each Transaction Document and any document referred to in such Transaction Document constitutes the entire agreement and understanding between the respective Transaction Parties relating to the Transaction, and supersedes any previous agreements (if any) between such parties relating to the subject matter of such Transaction Document.

3. **APPLICATION OF COMMON TERMS**

3.1 **Separate parties**

Where any Transaction Party acts in more than one capacity, the provisions of the Common Terms shall apply to such Person as though it were a separate party in each such capacity.

3.2 **Inconsistency**

If a provision of any Transaction Document is inconsistent with any provision of the Common Terms or the Master Definitions Schedule, the provision of such Transaction Document shall prevail.

4. **REMEDIES AND WAIVERS**

4.1 No failure to exercise nor any delay in exercising, on the part of any Transaction Party of any right or remedy under any Transaction Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

4.2 Except where any Transaction Document specifically provides otherwise, the rights and remedies contained in a Transaction Document are cumulative and not exclusive of rights or remedies provided by law.

5. **AMENDMENTS**

Save for any correction of a manifest or proven error or variation of a formal, minor or technical nature, any amendment, restatement or variation of a Transaction Document is valid only:

- (a) in case of amendments which do not materially and adversely affect the interests of the Noteholders and/or any other Transaction Creditor, if it is notified by the party requesting such amendment to the Security Trustee and the Rating Agencies in writing, whereby fax, e-mail or letter shall be sufficient; and it has been

demonstrated to the reasonable satisfaction of the Security Trustee that such amendment is not materially prejudicial to the interests of the Noteholders and/or any other Transaction Creditor; and

- (b) in case of amendments which materially and adversely affect the interests of the Noteholders and/or any other Transaction Creditor, if it is notified by the party requesting such amendment to the Security Trustee and the Rating Agencies in writing, whereby fax, e-mail or letter shall be sufficient; and the Issuer has received the written consent to such amendment from the Security Trustee and the Transaction Creditors that are materially and adversely affected.

## 6. SEVERABILITY

Without prejudice to any other provision thereof, if at any time any provision of any Transaction Document is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of such Transaction Document; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of such Transaction Document.

All Transaction Parties agree that any such invalid, illegal or unenforceable provision shall be replaced by such valid provision which in its economic effect comes as close as legally possible to that of the invalid provision. Equally, the Transaction Parties agree that any omission or gap (*Vertragslücke*) in any Transaction Document shall be filled with a provision that reflects the commercial intentions of the relevant Transaction Parties in the best possible way.

## 7. ADDRESSES AND NOTICES

- 7.1 Except as otherwise specified in any Transaction Document, any notice to be made thereunder shall be in the English or German language or, if not in English or German, accompanied by an English translation together with a confirmation of the Person or an officer of the Person making or delivering such notice that the translation is a true and accurate translation of the original notice.
- 7.2 Any notice to be given under any Transaction Document shall be delivered in writing and, unless otherwise stated, shall be made by fax, e-mail or letter.
- 7.3 Notwithstanding Clause 7.2 above, all notices, consents, approval and other notifications provided for in any Transaction Document shall be deemed to have been properly given if they have been rendered in writing and personally delivered or transmitted by registered letter.
- 7.4 Subject to not less than seven (7) days' written notice of address changes, all notices under any Transaction Document shall be directed to the following addresses:

- (a) **for the Issuer:**

**Driver UK Multi-Compartment S.A.**  
**acting for and on behalf of its Compartment Driver UK eight**  
Attn.: XXXXXXXXXX  
22-24 Boulevard Royal  
L-2449 Luxembourg

Fax: [REDACTED]  
Email: [REDACTED]

(b) **for the Seller and Servicer:**

**Volkswagen Financial Services (UK) Limited**  
Brunswick Court, Yeomans Drive  
Blakelands  
Milton Keynes MK14 5LR  
United Kingdom  
Fax: [REDACTED]  
Attn: [REDACTED]  
Email: [REDACTED]

(c) **for the Security Trustee:**

**Intertrust Trustees GmbH**  
Attn.: [REDACTED]  
Eschersheimer Landstraße 14  
60322 Frankfurt am Main  
Germany  
Email: [REDACTED]

(d) **for S&P:**

**S&P Global Ratings UK Limited**  
20 Canada Square, Canary Wharf  
London E14 5LH  
United Kingdom  
E-mail: [REDACTED]

(e) **for Fitch:**

**Fitch Ratings Limited**  
Attn.: [REDACTED]  
30 North Colonnade  
London, E14 5GN  
United Kingdom  
E-mail: [REDACTED]

(f) **for KBRA**

**Kroll Bond Rating Agency UK Limited**  
Attn.: [REDACTED]  
1 Connaught Place, 2nd Floor  
London, W2 2ET  
Email: [REDACTED]

(g) **for the Paying Agent, the Account Bank, the Cash Administrator and the Interest Determination Agent:**

**The Bank of New York Mellon, London Branch**  
Attn.: [REDACTED]  
160 Queen Victoria Street  
London EC4V 4LA  
United Kingdom  
Fax: [REDACTED]

Copy to Fax: [REDACTED]

(h) **for the Registrar:**

**The Bank of New York Mellon SA/NV, Luxembourg Branch**

Attn.: [REDACTED]

Vertigo Building – Polaris

2-4 rue Eugène Ruppert

L-2453 Luxembourg

the Grand Duchy of Luxembourg

Tel.: [REDACTED]

E-mail: [REDACTED]

(i) **for the Joint Lead Managers:**

**Lloyds Bank Corporate Markets Wertpapierhandelsbank GmbH**

Thurn-und-Taxis Platz 6

60313 Frankfurt

Germany

E-mail: [REDACTED]

With copy to: [REDACTED]

and

**Société Générale S.A.**

Attn.: [REDACTED]

Neue Mainzer Straße 46-50

60311 Frankfurt am Main

Germany

Tel.: [REDACTED]

E-mail: [REDACTED]

and

**Citigroup Global Markets Limited**

Attn: [REDACTED]

Citigroup Centre

Canada Square

London E14 5LB

United Kingdom

Email: [REDACTED]

Tel: [REDACTED]



(j) **for the Swap Counterparty**

Royal Bank of Canada  
Attn.: [REDACTED]  
Royal Bank Plaza  
200 Bay St North Tower. Toronto  
ON M5J 2W7  
Canada  
Fax: [REDACTED]  
Tel: [REDACTED]  
Email: [REDACTED]

and copy

Royal Bank of Canada  
Attn.: [REDACTED]  
Thames Court  
1 Queenhithe  
London  
EC4V 3DQ  
United Kingdom  
Tel: [REDACTED]  
Email: [REDACTED]

(k) **for the Corporate Services Provider**

**Circumference FS (Luxembourg) S.A.**

Attn.: [REDACTED]  
22-24 Boulevard Royal  
L-2449 Luxembourg  
Tel.: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]  
[REDACTED]

(l) **for the Arranger**

**Lloyds Bank Corporate Markets plc**  
Attention: [REDACTED]  
10 Gresham Street,  
London EC2V 7AE  
United Kingdom  
Tel: [REDACTED]  
Email: [REDACTED]  
[REDACTED]

(m) **for the Data Protection Trustee**

**Data Custody Agent Services B.V**  
Attn.: [REDACTED]  
Basisweg 10, 1043 AP  
Amsterdam  
The Netherlands  
Email: [REDACTED]

8. **COUNTERPARTS**

Each Transaction Document may be executed in any number of counterparts, manually or by facsimile, and by different parties thereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

9. **THE SECURITY TRUSTEE AS A PARTY**

Except in respect of the Trust Agreement, the Security Trustee is a party to the Transaction Documents solely for the better preservation and enforcement of its rights thereunder and shall not assume any responsibility, liabilities or obligations under any Transaction Document unless such obligation or liability is expressly assumed by the Security Trustee in such Transaction Document.

10. **NON-PETITION AND LIMITED RECOURSE**

10.1 **No proceedings against the Issuer**

Each Transaction Party (other than the Issuer and the Security Trustee in its capacity as Security Trustee on behalf of the Transaction Creditors) agrees with and acknowledges to each of the Issuer and the Security Trustee, and the Security Trustee agrees with and acknowledges to the Issuer, that:

- (a) until the date falling one year and one day after the Final Maturity Date, none of the Transaction Parties nor any Person on their behalf shall initiate, or join any Person in initiating, an Insolvency Event in respect of the Issuer provided that any Transaction Party may join any proceedings or action under any applicable insolvency law that are initiated by any Person other than such Transaction Party or any of such Transaction Party's Affiliates; and
- (b) none of the Transaction Parties 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 applicable Order of Priority not being complied with.

10.2 **Limited recourse**

Each Transaction Party (other than the Issuer and the Security Trustee in its capacity as Security Trustee on behalf of the Transaction Creditors) agrees with and acknowledges to each of the Issuer and the Security Trustee, and the Security Trustee agrees with and acknowledges to the Issuer, that notwithstanding any other provision of any Transaction Document, all obligations of the Issuer to such Transaction Party are limited in recourse as set out below:

- (a) each Transaction Party agrees that it will have a claim only in respect of the Security and will not have any claim, by operation of law or otherwise, against, or recourse to, any of the Issuer's other assets or its equity capital;
- (b) sums payable to any Transaction Party in respect of the Issuer's obligations to such Transaction Party shall be limited to the lesser of (a) the aggregate amount of all sums due and payable to such Transaction Party and (b) the aggregate amounts received, realised or otherwise recovered by or for the account of the Issuer in respect of the Security, whether by enforcement of the Security or otherwise, net of any sums which are payable by the Issuer in accordance with the applicable Order of Priority in priority to or pari passu with sums payable to such Transaction Party; and

- (c) upon the Security Trustee giving written notice to any Transaction Party that the Security Trustee has determined (in reliance on the certification delivered to it by the Servicer) that there is no reasonable likelihood of there being any further realisations in respect of the Security (whether arising from an enforcement of the Security or otherwise) which would be available pursuant to the applicable Order of Priority to pay unpaid amounts outstanding under the relevant Transaction Document, such Transaction Party shall have no further claim against the Issuer in respect of any such unpaid amounts and such unpaid amounts shall be discharged in full.

10.3 The provisions of this Clause 10 shall survive the termination of the Transaction Documents.

**11. OBLIGATIONS AS CORPORATE OBLIGATIONS**

**11.1 No recourse against shareholders and others**

No Transaction Party shall have any recourse against, nor shall any personal liability attach to, any shareholder, officer, agent, employee or director of the Issuer or any other Transaction Party in its capacity as such, by any proceedings or otherwise, in respect of any obligation, covenant, or agreement of the Issuer contained in the Transaction Documents.

**11.2 No liability for obligations of the Issuer**

The Transaction Parties, other than the Issuer, shall not have any liability for the obligations of the Issuer, and nothing in any Transaction Document shall constitute the giving of a guarantee, an indemnity or the assumption of a similar obligation by any of the Transaction Parties in respect of the performance by the Issuer of its obligations.

**11.3 Effective date in respect of representations and warranties**

Except as otherwise provided in the Transaction Documents, the representations and warranties expressed therein shall be given as of the Issue Date.

**12. NO LIEN AND NO SET-OFF**

Each Transaction Party shall under no circumstances have any lien, right of retention, right of set-off or similar right in respect of any moneys paid or payable to it or assets delivered or deliverable into its custody under the relevant Transaction Documents vis-à-vis the Issuer and/or the Security Trustee, as applicable.

**13. THIRD PARTY BENEFIT**

Except where specifically provided otherwise, rights under a Transaction Document only accrue to a Person who is a party to such Transaction Document, and accordingly a Person who is not a party to a Transaction Document shall have no rights under section 328 (*Vertrag zugunsten Dritter*) of the German Civil Code to enforce any term of any Transaction Document.

**14. GOVERNING LAW**

Except as otherwise provided therein, each Transaction Document and any non-contractual obligations arising out of or in connection with any Transaction Document will be governed by and construed in accordance with the laws of Germany save to the extent that any in rem transfer, disposal of (*Verfügung über*) or perfection, effect or enforcement of a security

interest in relation to any asset is concerned which is mandatorily governed by any law other than German law, in which case such in rem transfer, disposal of (*Verfügung über*) or perfection, effect or enforcement of a security interest shall be governed by such other law.

**15. JURISDICTION**

15.1 Each Transaction Party irrevocably agrees that the district court (*Landgericht*) of Frankfurt am Main shall have non-exclusive jurisdiction to hear and determine any proceedings and to settle any disputes brought in connection with any Transaction Document, and each Transaction Party irrevocably submits to the jurisdiction of the German courts.

15.2 Each Transaction Party also irrevocably waives (and irrevocably agrees not to raise) any objection which it might have at any time on the grounds of forum non conveniens or any other grounds, to proceedings being taken in any court referred to in this Clause 15, and irrevocably agrees that any judgment in proceedings taken in any such court shall be conclusive and binding on it and may be enforced in any other jurisdiction.

**16. PROCESS AGENTS**

16.1 The Issuer hereby appoints Intertrust Trustees GmbH, Eschersheimer Landstraße 14, 60322 Frankfurt am Main, Federal Republic of Germany, as its agent for service of process with respect to any legal proceedings brought before any German court in connection with any Transaction Document.

16.2 Upon the request of any other Transaction Party, each Transaction Party that has no branch or office in Germany (other than the Issuer) shall appoint a third party as its agent for service of process with respect to any legal proceedings brought before any German court in connection with any Transaction Document.

**17. CONFIDENTIALITY**

17.1 Each of the Transaction Parties undertakes to respect and protect the confidentiality of all information acquired as a result of or pursuant to the relevant Transaction Documents and will not, without the other Transaction Party's prior written consent, disclose any such information to a third party, subject to Clause 17.3 and/or unless it is required to do so by any applicable law or regulation or is specifically authorised to do so hereunder or by any separate agreement, especially where the provision of such information is the object or part of the service to be provided by the relevant Transaction Parties.

17.2 This Clause shall remain in force even after the termination of the Transaction.

17.3 The provisions of Clause 17.1 will not apply to the disclosure of any information, representations, certifications, waivers and forms to the extent that the recipient is required to disclose the same pursuant to FATCA or any other Tax Information Arrangement.

**SIGNATORIES**

**Driver UK Multi-Compartment S.A., acting for and on behalf of its Compartment Driver UK eight**  
*as the Issuer*

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

**Volkswagen Financial Services (UK) Limited**  
*as the Seller, Servicer and Subordinated Lender*

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

**Lloyds Bank Corporate Markets plc**  
*as the Arranger*

Signed by: \_\_\_\_\_

Title:

**Lloyds Bank Corporate Markets Wertpapierhandelsbank GmbH**  
*as a Joint Lead Manager*

Signed by: \_\_\_\_\_

Title:

**Société Générale S.A.**  
*as a Joint Lead Manager*

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

**Citigroup Global Markets Limited**  
*as a Joint Lead Manager*

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

**Royal Bank of Canada**  
*as the Swap Counterparty*

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

**Circumference FS (Luxembourg) S.A.**  
*as the Corporate Services Provider*

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

**The Bank of New York Mellon, London Branch**  
*as the Paying Agent, the Account Bank, the Interest Determination Agent and the Cash Administrator*

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

**The Bank of New York Mellon SA/NV, Luxembourg Branch**  
*as the Registrar*

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

**Intertrust Trustees GmbH**  
*as the Security Trustee*

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

**Data Custody Agent Services B.V.**  
*the Data Protection Trustee*

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_